



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

**Tuesday, February 18, 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  
Scott Boyd, Fire Chief

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

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

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

### **III. INVOCATION**

1. Rev. Collin Adams, Waverly Road Presbyterian Church

### **IV. ROLL CALL**

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

1. 2024 KOSBE Award Recipients - Aundrea Salyer (Alderman Baker)

### **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**

1. Consideration of Appointments to the Senior Center Advisory Council (AF-50-2025) (Mayor Montgomery)

## **VIII. APPROVAL OF MINUTES**

1. February 3, 2025 - Work Session
2. February 4, 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 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District (AF-40-2025) (Jessica McMurray)
2. Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen (AF-33-2025) (Jessica Harmon)
3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025 (AF-45-2025) (Chris McCartt)

Ordinance  
Corrected

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

1. Consideration of a Budget Ordinance for Various Funds FY25 (AF-35-2025) (Chris McCartt)
2. Consideration of a Budget Ordinance for the General Fund in FY25 (AF-41-2025) (Chris McCartt)

## **XI. OTHER BUSINESS**

1. Consideration of a Resolution Authorizing the City of Kingsport's Application for and Acceptance of Funding through THDA's 2025 Emergency Solutions Grant (AF-29-2025) (Michael Price)

Revised  
Resolution

- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute an Agreement for E-Rate Category Two Network Equipment for FY2025-2026 (AF-43-2025) (David Frye)
- [3.](#) Consideration of a Resolution to Purchase Two (2) Starlite Transit Buses from the Commonwealth of VA Contract # CTR017836 (AF-44-2025) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution Awarding the Bids for the Purchase of Various Water and Sewer Maintenance Items (AF-46-2025) (Ryan McReynolds)
- [5.](#) Consideration of a Financial Contribution Supporting the Regional Efforts to Recruit Additional Airline Service at Tri-Cities Airport (AF-48-2025) (Chris McCartt)
- [6.](#) Consideration of a Resolution that Transfers Property from KEDB to the City of Kingsport and Approves a Payment Agreement (AF-27-2025) (Michael T. Borders)
- [7.](#) Consideration of a Resolution Supporting the Sullivan County Assessor's Proposal to Change the Reappraisal Cycle from Four Years to Two Years (AF-49-2025) (Staff)
- [8.](#) Consideration of a Resolution for Authorization to Sign FTDD Worksite Agreement for the WIOA Programs and Receive Reimbursement Funds (AF-47-2025) (Tyra Copas)
- [9.](#) Consideration of a Resolution Authorizing an Agreement with Online Utility Exchange for Customer Verification and Collections (AF-51-2025) (Floyd Bailey)
- [10.](#) Consideration of a Resolution Authorizing an Agreement with Doxim, LLC for Migration to Current Platform and Implementation of Hansen CIS (AF-52-2025) (Floyd Bailey)

## **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 Authorizing the Mayor's Signature on the Certification of Local Government Approval for the 2025 Emergency Solutions Grant Applications (AF-30-2025) (Michael Price)
- [2.](#) Consideration of a Resolution to Approve a Property Damage Release with USAA General Indemnity Company (AF-42-2025) (Bart Rowlett)

- [3.](#) Consideration of a Resolution to Donate Certain Library Materials to the Friends of the Kingsport Public Library (AF-38-2025) (Michael T. Borders)

### **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

### **XIV. ADJOURN**





**AGENDA ACTION FORM**

**Consideration of Appointments to the Senior Center Advisory Council**

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

Action Form No.: AF-50-2025  
 Work Session: February 17, 2025  
 First Reading: N/A  
 Final Adoption: February 18, 2025  
 Staff Work By: Shirley Buchanan  
 Presentation By: Mayor Montgomery

**Recommendation:**  
 Approve appointments.

**Executive Summary:**  
 It is recommended to make the following appointments to the Senior Center Advisory Council.

**Reappoint:** Kenn Naegele, Brenda Eilers, Linda Ford, Terry Cunningham, Xue Xiaoli, Rick Valone

**Appoint:** Ella Deakins, Ernie Koehler, Charles Lynn Davenport, Paul Buonaccorsi, Anna Walters

If approved by the Board of Mayor and Aldermen, the recommended table reflects term dates that are staggered to maintain continuity of the council as well as the restructured plan of appointments. The council is comprised of 11 members who are at-large or members of the Kingsport Senior Center. Terms are two years with a three-term limit.

<b>Current Council:</b>			
Member	Term Expires	No. of Terms	Eligibility
Pat Breeding	9/30/24	4	At-large
Xue Xiaoli	9/30/24	1	Member
Linda Ford	9/30/24	1	Member
Terry Cunningham	9/30/24	1	At-large
Laurel McKinney	9/30/24	3	Member
Brenda Eilers	9/30/24	2	Member
Rick Valone	9/30/24	1	Member
Kenn Naegele	9/30/24	2	At-large
Rick Currie	9/30/24	3	Member
Peter Shang	9/30/24	3	Member
Lisa Shipley	9/30/24	3	At-large

<b>Recommended Council:</b>			
Member	Term Expires	No. of Terms	Eligibility
Kenn Naegele	10/31/26	3	At-large
Brenda Eilers	10/31/26	3	Member
Linda Ford	10/31/28	2	Member
Terry Cunningham	10/31/28	2	At-large
Xue Xiaoli	10/31/28	2	Member
Rick Valone	10/31/28	2	Member
Ella Deakins	10/31/30	1	Member
Ernie Koehler	10/31/30	1	Member
Charles Lynn Davenport	10/31/30	1	Member
Paul Buonaccorsi	10/31/30	1	Member
Anna Walters	10/31/30	1	Member

- Attachments:**
- Bio – Ella Deakins
  - Bio – Ernie Koehler
  - Bio – Lynn Davenport
  - Bio – Paul Buonaccorsi
  - Bio – Anna Walters

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

## Short Bio for Ella Deakins

I was born in Scott County, Virginia and graduated from Rye Cove High School upon graduation I worked at Kingsport Press for 18 years. Moved to Brentwood, Tennessee where I worked part time. Came back to Kingsport in 2000. I am a widow with one son, two granddaughters, and one great granddaughter. I'm a member of First Presbyterian Church of Kingsport where I volunteer in the clothes closet. I enjoy traveling, golfing, reading, and all TN Volunteer sports.

### Bio for Ernie Koehler

I was born in Reading, PA on October 4, 1951. Moved to Hampton, Va. In 1959. I attend school from 3<sup>rd</sup> grade thru the 12<sup>th</sup> in Hampton. In 1969 I got a job at Newport News Shipbuilding and Dry Dock. I retired in 2017 and moved to Kingsport, TN partly because my son lived in Johnson City and I had a new Grandson as well. I am now 73 living in Kingsport enjoying life and I go to the Kingsport Senior Center every morning at 8 o'clock to exercise and mingle with friends. I also volunteer at the Center and help set up for classes and special events.

Charles Lynn Davenport

DOB: 02/19/1956

Lifetime resident of Sullivan County

I am a retired senior who has volunteered in various services in Sullivan County and Washington County. I would like to be part of the future direction of the Kingsport Senior Center.

Early years:

I attended Long Island Elementary School.

I attended Sullivan West High School.

I attended East Tennessee State University (Associate Degree in Nursing and Baccalaureate Degree in Nursing).

I attended Tusculum University (Master's in Art – Organizational Management)

Received Certificate of Completion RN First Assistant National Institute of First Assisting

Career:

I started my medical career as an orderly in surgery at Holston Valley Community Hospital.

Received my Registered Nurse Licensure and remained in surgery my entire career.

Starting my career as a surgical nurse with elevation and promotions up to level of director of surgery.

Volunteer:

I have been a volunteer for; Sullivan West Fire Department, Sullivan County Sherrif Department, Bus Ministry at Buffalo Ridge Baptist Church, and currently; Security at Buffalo Ridge Baptist Church, Stained Glass Instructor at Kingsport Senior Center Lynn Garden, and Woodworker at Kingsport Senior Center East Center St.

Respectfully,



## BIOGRAPHY

PAUL P. BUONACCORSI

Currently, retired and living at 1714 Skyland Falls Court.

Formerly, served for four years as Treasurer on the Skyland Falls Homeowners' Association Board of Directors.

Profession: Attorney employed by U.S. Department of the Navy in various acquisition positions with the Naval Facilities Engineering Command, Naval Sea Systems Command, and Executive Director for Acquisition and Business Management in the Office of the Assistant Secretary of the Navy for Acquisitions and Business Management.

Married to Rena Buonaccorsi and have two married children, Angela and Michael.

Education: Bachelor of Arts, Michigan State University

Masters in International Relations, American University

Juris Doctor (JD) American University School of Law, Washington DC

Military Service: 2<sup>nd</sup> Lieutenant, Second Infantry Division, Ft. Benning, GA

2<sup>nd</sup> Lieutenant, 1st Cavalry Division, Ft. Benning, GA and

Republic of Viet Nam with 2<sup>nd</sup> Battalion, 7<sup>th</sup> Cavalry

1<sup>st</sup> Lieutenant, Ft. Dix, New Jersey

Captain, Public Information Officer, Ft. Dix, NJ

## **Anna Walters**

Meet Anna Walters, a dynamic leader who is a seasoned professional known for her creative approach and knack for problem solving. After moving to Kingsport five years ago, armed with an MBA in one hand and pickleball paddle in the other, Anna revolutionized the pickleball community by founding the first pickleball club in the Tri Cities. This Club attracted more than two hundred people in just two years. In addition to serving the Club, Anna gives pickleball lessons for the Senior Center. Her volunteer activities include serving the community through the St. Vincent de Paul conference, being USA Pickleball District Ambassador for East TN and leading a book group. Off the court, Anna enjoys hiking, reading, and spending quality time with her husband, Rob and their two fur babies, Layla and George.

Thank you for your support!



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, February 03, 2025 at 4:30 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** 4:30 pm by Mayor Montgomery.

**II. ROLL CALL** by City Recorder/Treasurer Lisa Winkle.

### **III. DISCUSSION ITEMS**

#### **1. BRIDGE Airline Request - John Rose**

Mr. Rose gave a presentation on this item, noting this project was one of the top results of the strategic planning process last year where several cities, counties and communities in the region participated. He provided statistics on the airline capacity for the Tri-Cities Airport, stating this is a growth market. He then gave an overview on the airline incentive service, noting the benefits it will provide. He pointed out the airport itself is prohibited from offering such incentives so the BRIDGE has volunteered to fulfill this role. Mr. Rose remarked they are currently talking with an airline, and they are asking for a two million dollar incentive, which is less than expected. This airline would add direct flights to two additional major destinations not presently provided. He provided information on the Minimum Revenue Guarantee and explained how the partnership would work with local municipalities, noting the airline will share the risk. He stated they are also talking with other local government agencies for them to buy into this project. There was considerable discussion throughout the presentation.

Gene Cossey with the TRI provided further details and answered questions. He talked about the passenger demand ratio capacity? Increase in stimulated demand based on the new airline. He stated the TRI board is supportive of this action and gave details on the stakeholders with the airport.

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

Tuesday, February 3, 2025, at 4:30 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the February 4, 2025 proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**IX.2 Consideration of a Budget Adjustment Ordinance for the General Fund in FY2025**

(AF-41-2025) Alderman George expressed concerns about the city continuing to fund the shelter. Former City Manager John Campbell provided some details regarding recent fundraising efforts and the progress being made concerning staffing and their board.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 5:39 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, February 04, 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 Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

### City Administration

Chris McCartt, City Manager

Bart Rowlett, City Attorney

Lisa Winkle, City Recorder/Treasurer

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 Alderman Cooper.

**III. INVOCATION** led by Bishop Lonnie Collins.

**IV. ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman Morris Baker

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

- 1. Black History Month Proclamation** (Mayor Montgomery)

### **VI. COMMENT**

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

**VII. APPOINTMENTS** None.

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

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

Passed: All present voting "aye."

- 1. January 21, 2025 - Work Session**
- 2. January 21, 2025 - Business Meeting**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

1. **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2025** (AF-35-2025) (Chris McCartt)

Motion made by Alderman Phillips, Seconded by Alderman George.

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

Passed: All present voting "aye."

2. **Consideration of a Budget Adjustment Ordinance for the General Fund in FY2025** (AF-41-2025) (Chris McCartt)

Motion made by Vice Mayor Duncan, 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."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. **Consideration of a Budget Ordinance to Appropriate \$25,181.00 from the Department of Justice, Office of Justice Program's FY '24 Edward Byrne Memorial Justice Assistance Grant Program** (AF-05-2025) (Dale Phipps)

Motion made by Alderman George, Seconded by Alderman Mayes.

**ORDINANCE NO. 7190** AN ORDINANCE TO AMEND THE JUSTICE ASSISTANCE GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. **Consideration of an Ordinance to Amend Zoning of Tax Map 047, Parcel 002.20 Located along Brookside Drive from the M-1, Light Manufacturing District to B-3, Highway Oriented Business District** (AF-09-2025) (Jessica McMurray)

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

**ORDINANCE NO. 7191** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BROOKSIDE DRIVE FROM THE M-1, LIGHT MANUFACTURING DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT

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

**Tuesday, February 4, 2025 at 7:00 PM**

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

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 Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

**3. Consideration of a Budget Ordinance for Various Funds FY25 (AF-26-2025) (Chris McCartt)**

Motion made by Alderman George, Seconded by Alderman Mayes.

**ORDINANCE NO. 7192** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2025; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

**1. Consideration of a Resolution to Enter into Agreement with TDOT for Resurfacing of Various Roadways (AF-11-2025) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman George.

**RESOLUTION NO. 2025-147** A RESOLUTION APPROVING AGREEMENT NUMBER 240447 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF VARIOUS ROADWAYS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**2. Consideration of a Resolution to Enter into an Agreement with LJA Engineering, Inc. to Provide Inspection and Engineering Services for the West Kingsport Sewer Basin (AF-34-2025) (Ryan McReynolds)**

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

**RESOLUTION NO. 2025-148** A RESOLUTION AUTHORIZING AN AGREEMENT WITH LJA ENGINEERING FOR PHASE 2 OF THE SANITARY SEWER INSPECTION PROJECT FOR THE WEST KINGSFORT SEWER BASIN 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."

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

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

- 3. Consideration of a Resolution Authorizing the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Agreement with O'Neal Manufacturing Services, LLC (AF-36-2025) (Steven Bower)**

Motion made by Alderman Mayes, Seconded by Alderman George.

**RESOLUTION NO. 2025-149** A RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE TO NEGOTIATE AND ACCEPT FROM O'NEAL MANUFACTURING SERVICES, LLC, PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A MANUFACTURING OPERATIONS PROJECT IN THE CITY OF KINGSFORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting "aye."

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

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

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

- 1. Consideration of a Resolution to Accept a Donation from the Kingsport Chamber Foundation (AF-21-2025) (Scott Boyd)**

**RESOLUTION NO. 2025-150** A RESOLUTION ACCEPTING A DONATION FROM THE KINGSFORT CHAMBER FOUNDATION FOR THE BENEFIT OF THE KINGSFORT FIRE DEPARTMENT

- 2. Consideration of a Resolution Cancelling the March 3, 2025, Work Session and the March 4, 2025, Business Meeting of the Board of Mayor and Aldermen and Adding a Budget Work Session on February 28, 2025 (AF-32-2025) (Bart Rowlett)**

**RESOLUTION NO. 2025-151** A RESOLUTION CANCELLING THE MARCH 3, 2025, WORK SESSION AND THE MARCH 4, 2025, REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMAN AND ADDING A FEBRUARY 28, 2025 BUDGET WORK SESSION, IN ACCORDANCE WITH ARTICLE III, SEC. 7 OF THE CHARTER OF THE CITY OF KINGSFORT, TENNESSEE

- 3. Consideration of a Resolution to Approve a Property Damage Release with Progressive Hawaii Insurance Corporation (AF-28-2025) (Bart Rowlett)**

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

**Tuesday, February 4, 2025 at 7:00 PM**

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

**RESOLUTION NO. 2025-152** A RESOLUTION APPROVING A RELEASE IN FULL OF ALL CLAIMS WITH AUSTIN BYRNES THROUGH PROGRESSIVE HAWAII INSURANCE CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

4. **Consideration to Approve Issuance of a Certificate of Compliance for a Business to Sell Retail Alcoholic Beverages** (AF-37-3035) (Lisa Winkle)
5. **Consideration of Resolutions to Designate Officials Authorized to Execute Banking Transactions** (AF-39-2025) (Lisa Winkle)

**RESOLUTION NO. 2025-153** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL ASSOCIATION

**RESOLUTION NO. 2025-154** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH LOCAL GOVERNMENT INVESTMENT POOL

**RESOLUTION NO. 2025-155** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FHN FINANCIAL

**RESOLUTION NO. 2025-156** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

**RESOLUTION NO. 2025-157** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH CITIZENS BANK\

**RESOLUTION NO. 2025-158** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH REGIONS BANK

**RESOLUTION NO. 2025-159** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

**RESOLUTION NO. 2025-160** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST BANK & TRUST

**RESOLUTION NO. 2025-161** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH TRUIST BANK

**RESOLUTION NO. 2025-162** A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH RENASANT BANK

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

Tuesday, February 4, 2025 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt recognized City Recorder/Treasurer Lisa Winkle, stating this is her last BMA meeting because she is retiring after 18 years of service. He wished her the best and thanked her for all she's done. He also recognized City Engineer Hank Clabaugh for his professional interactions regarding the Main Street project. Lastly, he commented on the new website for the Economic Development Board and encouraged citizens to check it out.

**2. Mayor and Board Members**

Alderman Phillips commented on Lisa's retirement saying he appreciates her hard work. He mentioned the DB Dome reopened last week, remarking it is an incredible facility. He stated the carousel has also reopened after a month of cleaning and he encouraged citizens to go by there. Lastly, he commented on the airport discussion at the work session last night, noting he hopes we can move forward. Alderman Mayes congratulated Lisa, stating he wished he had been able to work with her longer. He echoed comments on DB, commending the previous board and the school board that saw the need there and approved it. He also commented on the airport discussion, noting the impact to the region and the benefits of lower fares. Alderman Cooper also thanked Lisa. She mentioned she attended the first opening of the Dome in the sixties. She encouraged folks to visit downtown as the weather warms pointing out the hop and shop is coming up Thursday. Alderman George stated the Audit Committee will not be the same without Lisa and expressed appreciation for her efforts. She reminded citizens of several upcoming events from Visit Kingsport bringing many people to town. She noted she has received some calls regarding the library and Glen Bruce Park and pointed out it's still in the planning stages. Regarding the airport, she stated more direct flights would be wonderful and commented it was a great presentation. Vice-Mayor Duncan recognized Bishop Lonnie Collins and his family. He also acknowledged Lisa and stated his appreciation for her service and wished her the best in retirement. He noted Keep Kingsport Beautiful has won a presidential service award through the Keep America Beautiful program. The Vice-Mayor also commented on the dome. Mayor Montgomery echoed all of the previous comments and told Lisa she will be missed and thanked her for all she's done. He stated his support for the airport. The mayor also remarked on the loss of Jack Pierce on January 23rd, noting his many contributions to the city and stating he will be featured in a book that will be at the Smithsonian.

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

**Tuesday, February 4, 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 7:42 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 0290, Group A, Parcel 032.00 Located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District.**

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

Action Form No.: AF-40-2025  
Work Session: February 17, 2025  
First Reading: February 18, 2025  
Final Adoption: March 18, 2025  
Staff Work By: J. McMurray  
Presentation By: J. McMurray

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone Tax Map 0290, Group A, Parcel 032.00 located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District.

**Executive Summary:**

The Planning Commission voted (4-0-1(Mayes)) to send a positive recommendation to the Board of Mayor and Aldermen to rezone approximately 31.8 acres located along Williams Road from the R-1B zone to the R-3 zone. This is an owner initiated request to rezone the property to facilitate construction of a new townhome development.

Two public comments were received during the Planning Commission meeting, both from adjacent residents citing concerns about increased traffic and stormwater management. Given the project's scale, the developer has been informed that a traffic impact study will be required. Any recommended traffic improvements that come as a result of the impact study will be implemented to ensure safety. Additionally, through a thorough review of development plans, stormwater management will be carefully evaluated and addressed to ensure full compliance with city standards as part of the approval of the development's construction plans.

The notice of public hearing was published on January 27, 2025.

**Attachments:**

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

Item IX1.

	Y	N	O
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Platt	—	—	—



## 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 February 18, 2025 to consider the rezoning of Tax Map 0290, Group A, Parcel 032.00 located along Williams Road from the R-1B, Residential District to R-3, Low Density Apartment District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Parcel 1, Granby Place Property Division  
Tax Map Id: 0290 A 032.00

BEGINNING at plated rock, corner to the properties of Summey, (deed reference: 483c-36) and Faust, (deed reference: 1777C-326) thence leaving said Summey property and with the Faust property, N 86° 18' 42" E 27.30' to an iron rebar and cap on the west side of Granby Rd, thence leaving Faust property and with the road on a curve to the left having a radius of 66.50', and arc length of 79.06 and a chord of S 40° 40' 00" E 74.49' to an iron rebar and cap corner to lot 1 of Granby Place Subdivision, (plat reference: 57-211). Thence leaving the road and with lot 1, S 2° 16' 32" E 187.51' to an iron rebar and cap, thence leaving said lot 1 and with a new division line, S 2° 16' 32" E 1126.35' to an iron rebar and cap in the northwest line of property owner by the city of Kingsport, (deed reference: 40c-460), thence with the line of the property owned by the city of Kingsport, S 61° 20' 15" W 1055.86' to an iron rebar and cap in the line of Vulcan Lands INC, (deed reference: 1550C-347), thence leaving property of the city of Kingsport and with Vulcan Lands INC N 2° 52' 39" E trustee, (deed reference: 3073-711), thence leaving Vulcan Lands INC and with Mowbray N 1° 45' 37" E 289.76' to a concrete monument, thence N 3° 36' 48" E 134.29' to a planted rock, corner to Hobbs Co LLC, (deed reference : 2201c-229), thence leaving Mowbray and with Hobbs Co LLC n 0° 15' 46" E 262.96' to a concrete monument, thence continuing in part with Hobbs Co LLC and also with Robinette, ( deed reference: 3533 - 2385) N 2° 03' 31" E 210.32 to a disturbed concrete monument, corner to Williams, (deed reference: 1827C- 65) thence leaving Robinette and with Williams, N 0° 45' 38" E 86.68' crossing Williams Rd to a planted rock at a concrete monument, corner to Cole, (deed reference: 132C-436) and also the aforementioned Summey property, thence leaving Vulcan Lands INC and Cole and with Summey N 86° 39' 01" E 304.85' along Williams Road to a concrete monument, thence N 86° 10' 51" E 428.51' to a concrete monument, thence S 73° 43' 53" 10.39 to the POINT OF BEGINNING, containing 31.807 Acres.

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: 1/27/2025

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WILLIAMS ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO R-3, LOW DENSITY APARTMENT DISTRICT IN THE 12TH 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 Williams Road from the R-1, Residential District to R-3, Low Density Apartment District in the 12th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at plated rock, corner to the properties of Summey, (deed reference: 483c-36) and Faust, (deed reference: 1777C-326) thence leaving said Summey property and with the Faust property, N 86' 18' 42" E 27.30' to an iron rebar and cap on the west side of Granby Rd, thence leaving Faust property and with the road on a curve to the left having a radius of 66.50', and arc length of 79.06 and a chord of S 40 40' 00" E 74.49' to an iron rebar and cap corner to lot 1 of Granby Place Subdivision, (plat reference: 57-211). Thence leaving the road and with lot 1, S 2 16' 32" E 187.51' to an iron rebar and cap, thence leaving said lot 1 and with a new division line, S 2 16' 32" E 1126.35' to an iron rebar and cap in the northwest line of property owner by the city of Kingsport, (deed reference: 40c-460), thence with the line of the property owned by the city of Kingsport, S 61' 20' 15" W 1055.86' to an iron rebar and cap in the line of Vulcan Lands INC, (deed reference: 1550C-347), thence leaving property of the city of Kingsport and with Vulcan Lands INC N 2 52' 39" E trustee, (deed reference; 3073-711), thence leaving Vulcan Lands INC and with Mowbray N 1 45' 37" E 289.76' to a concrete monument, thence N 3 36' 48" E 134.29' to a planted rock, corner to Hobbs Co LLC, (deed reference : 2201c-229), thence leaving Mowbray and with Hobbs Co LLC n 0 15' 46" E 262.96' to a concrete monument, thence continuing in part with Hobbs Co LLC and also with Robinette, ( deed reference: 3533 - 2385) N 2 03' 31" E 210.32 to a disturbed concrete monument, corner to Williams, (deed reference: 1827C- 65) thence leaving Robinette and with Williams, N 0 45' 38" E 86.68' crossing Williams Rd to a planted rock at a concrete monument, corner to Cole, (deed reference: 132C-436) and also the aforementioned Summey property, thence leaving Vulcan Lands INC and Cole and with Summey N 86 39' 01" E 304.85' along Williams Road to a concrete monument, thence N 86 10' 51" E 428.51' to a concrete

monument, thence S 73 43' 53" 10.39 to the POINT OF BEGINNING,  
containing 31.807 Acres.

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 \_\_\_\_\_

Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE24-0303

Williams Road Rezoning

<b>Property Information</b>			
<b>Address</b>		Williams Road	
<b>Tax Map, Group, Parcel</b>		Tax Map 029O Group A Parcel 032.00	
<b>Civil District</b>		12	
<b>Overlay District</b>		n/a	
<b>Land Use Designation</b>		Single-Family	
<b>Acres</b>		Rezone Site 31.8 acres +/-	
<b>Existing Use</b>	Vacant land	<b>Existing Zoning</b>	R-1B
<b>Proposed Use</b>	New townhome development	<b>Proposed Zoning</b>	R-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Skylar Dejesus <b>Address:</b> 829 Clairmont Road <b>City:</b> Johnson City <b>State:</b> TN <b>Zip Code:</b> 37601 <b>Email:</b> <b>Phone Number:</b> (423)302-8681		<b>Intent:</b> <i>To rezone from R-1B (Residential District) to R-3 (Low Density District) to accommodate a new townhome development.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The zoning change is compatible with neighboring R-3 zoning district.</i></li> <li>• <i>The zoning change will appropriately match the proposed use.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• <i>The parcels are located along Williams Road.</i></li> <li>• <i>The site is currently vacant.</i></li> <li>• <i>Water and sewer are available.</i></li> <li>• <i>Traffic impact study and roadway improvements will be required.</i></li> <li>• <i>The development review staff are supportive of the request.</i></li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	January 2, 2025
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	January 16, 2025
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Tax Map 0290 Group A Parcel 032.00
<b>DISTRICT</b>	12
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	R-1B (Residential District)
<b>PROPOSED ZONING</b>	R-3 (Low Density Apartment District)
<b>ACRES</b>	Rezone Site 31.8 acres +/-
<b>EXISTING USE</b>	vacant land
<b>PROPOSED USE</b>	New townhome development

**PETITIONER**

**ADDRESS** 829 Clairmont Road, Johnson City, TN 37601

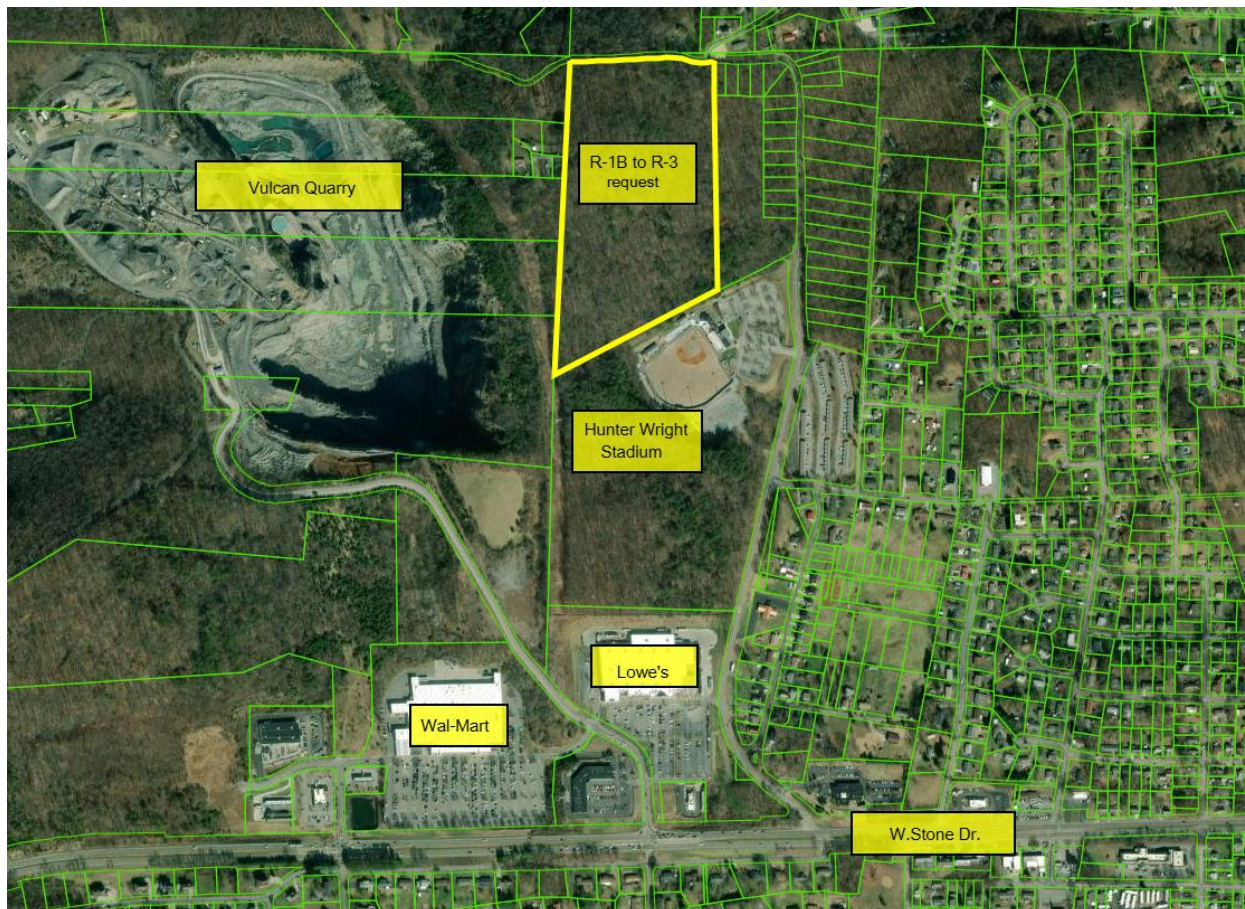
**REPRESENTATIVE**

**PHONE** (423) 302-8681

**INTENT**

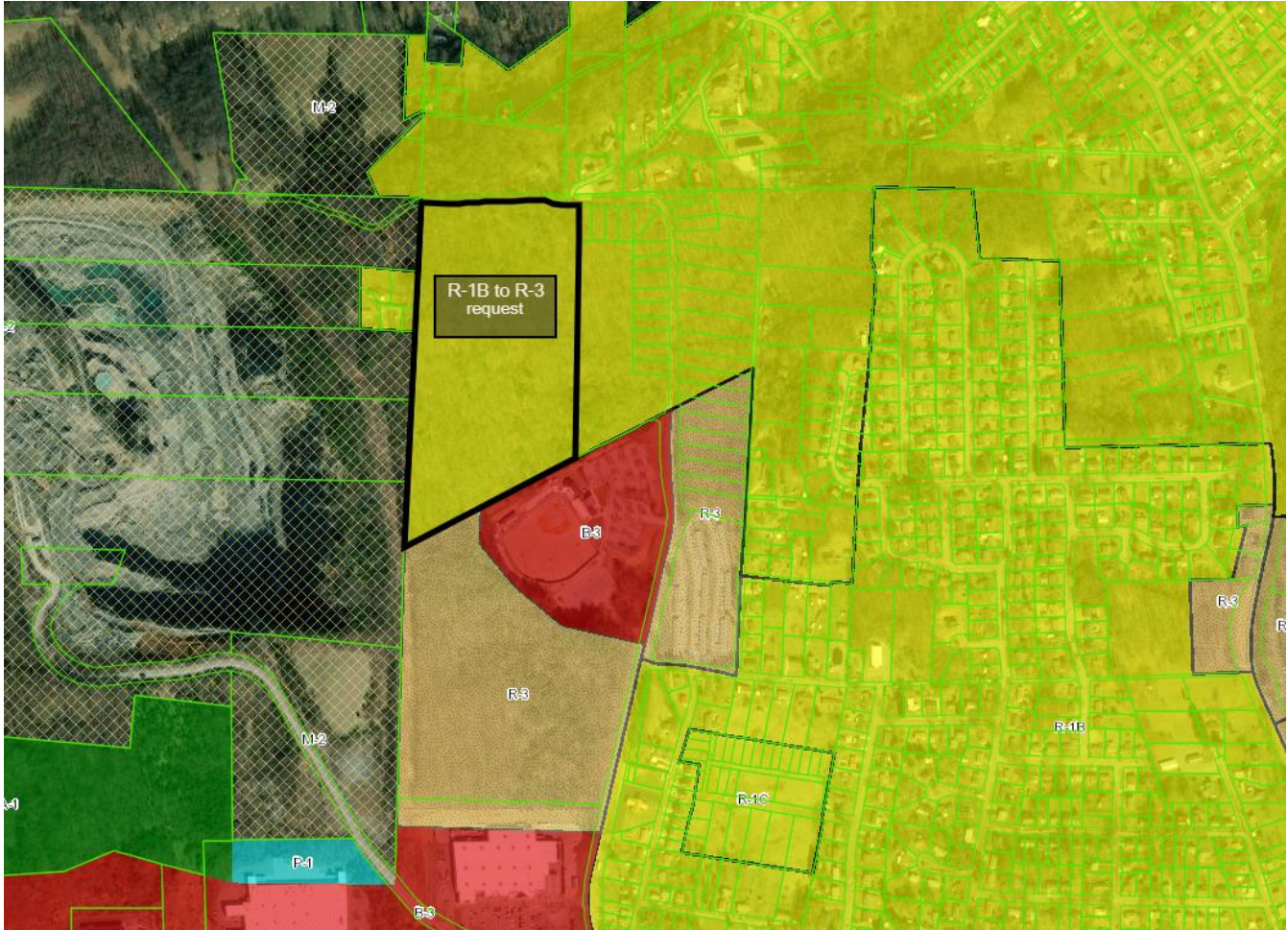
*To rezone from R-1B (Residential District) to R-3 (Low Density Apartment District) to accommodate new townhome development.*

Vicinity Map



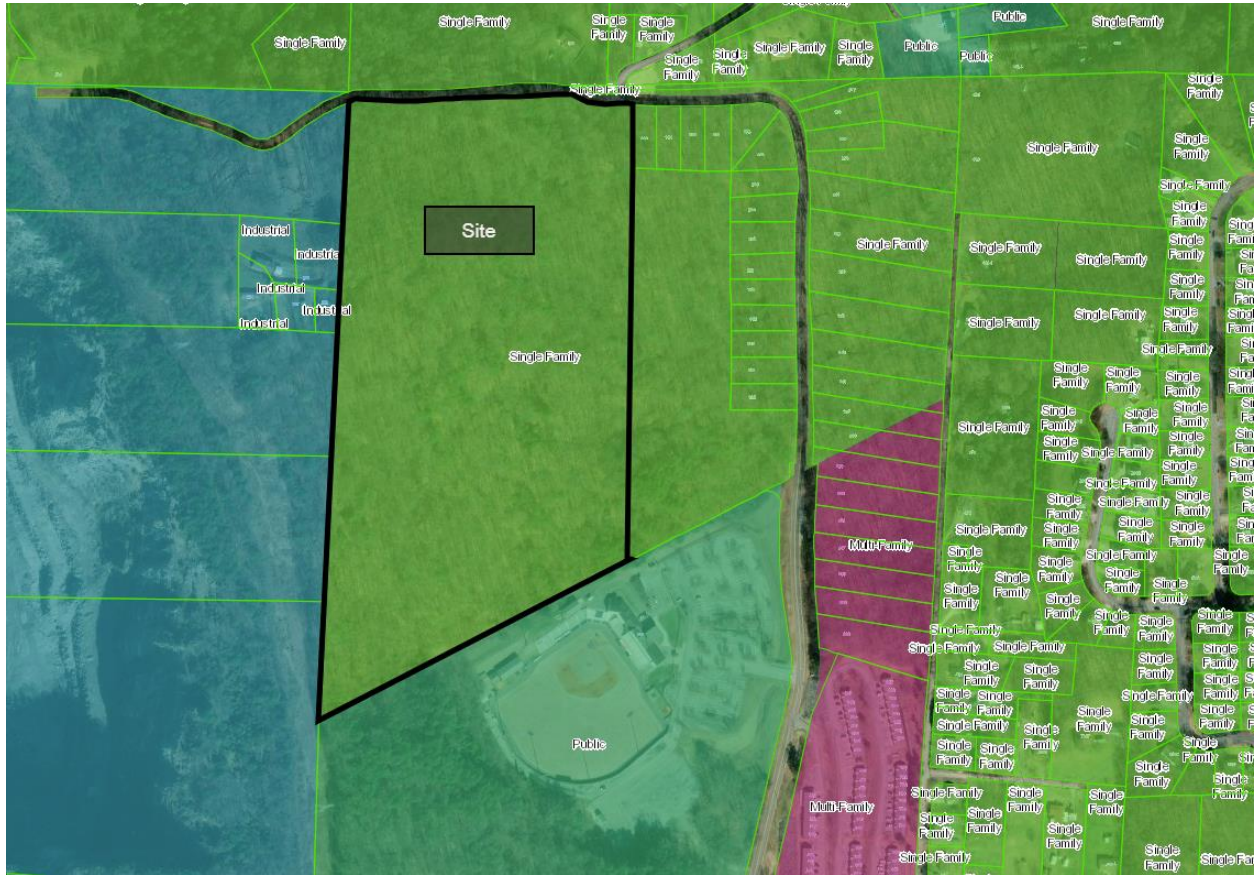


Surrounding City Zoning Map

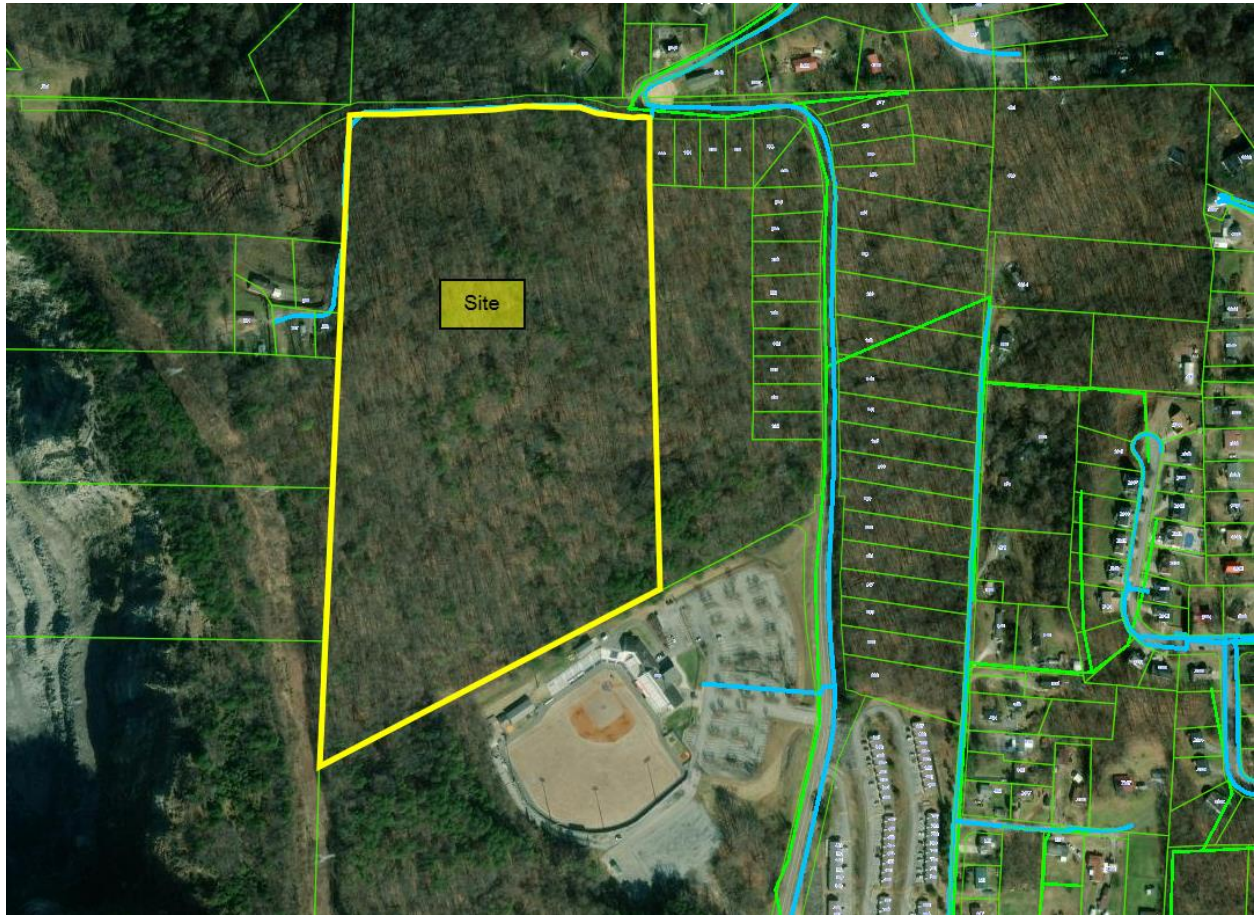




Future Land Use Plan 2030



Aerial





View from Williams Road



View from Williams Road Facing West





View from Hunter Wright Stadium Facing North

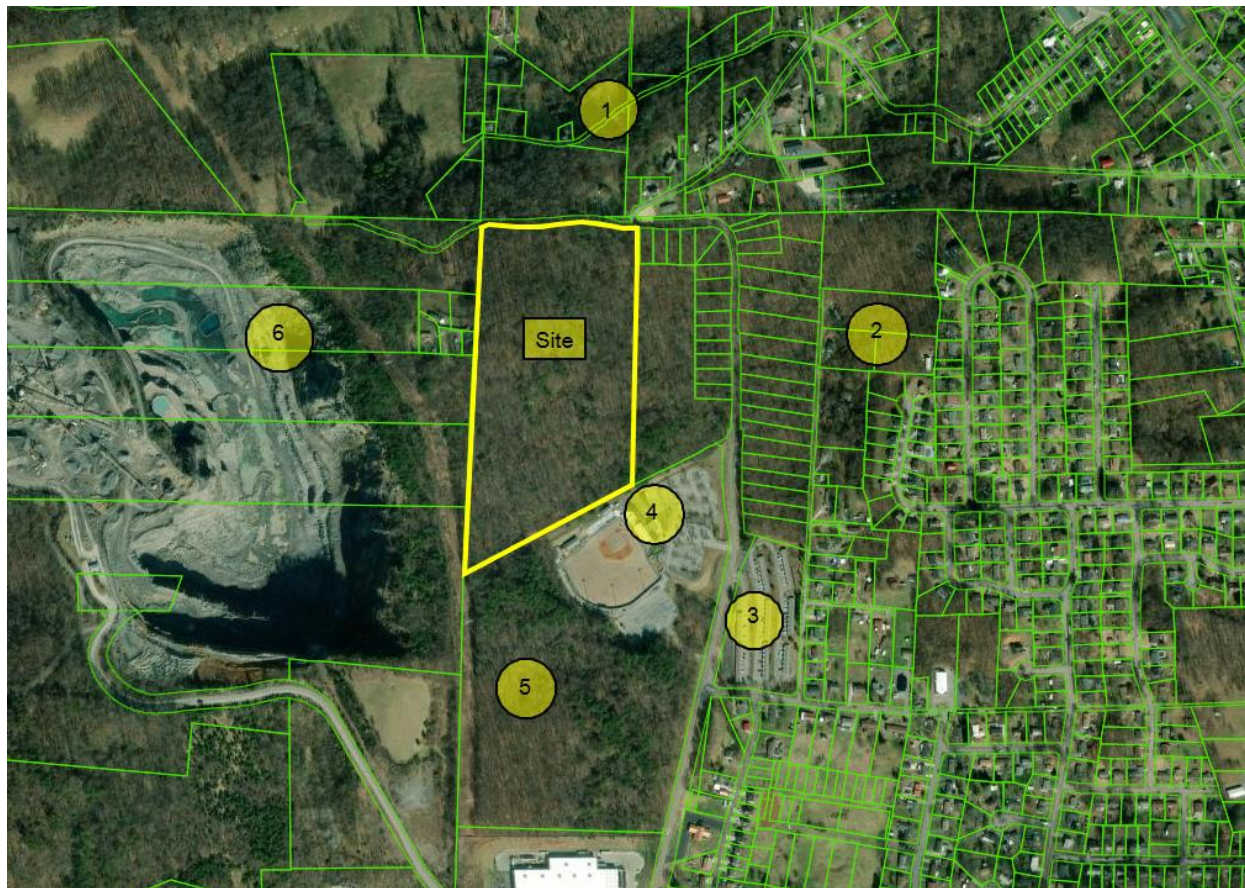


View from Hunter Wright Stadium Facing South





EXISTING USES LOCATION MAP



Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE24-0303

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City R-1B</u> Use: single family	
East	2	<u>Zone: City R-1B</u> Use: single family	
Southeast	3	<u>Zone: City R-3</u> Use: multi-family	
South	4	<u>Zone: City B-3</u> Use: Hunter Wright Stadium	
Southwest	5	<u>Zone: City R-3</u> Use: vacant	
North	6	<u>Zone: City M-2</u> Use: Vulcan Quarry	



**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

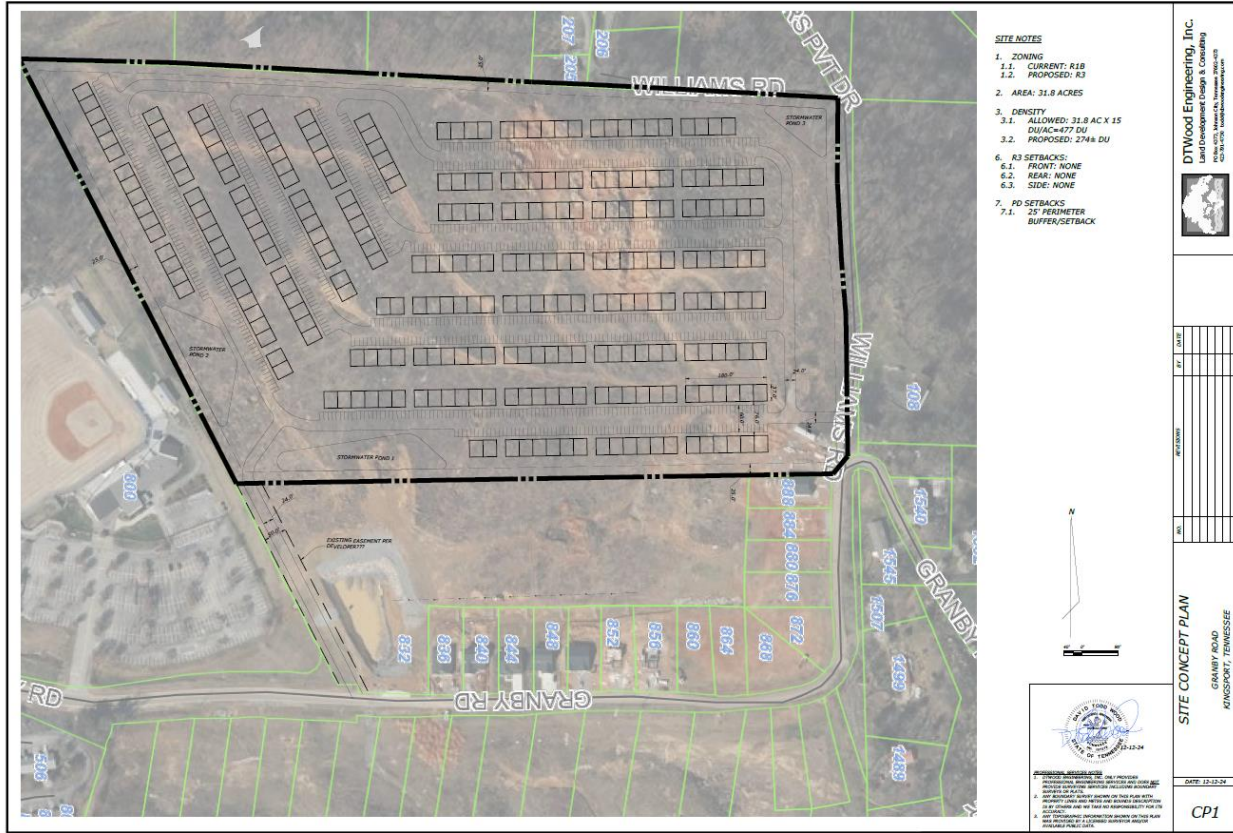
1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal allows for a use that aligns with the surrounding residential zoning districts.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a viable economic use under its current zoning and it would also have a reasonable economic use under the proposed zoning.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Although the R-3 rezoning proposal does not align with the 2030 Land Use Plan, it is well-suited for this specific site. Located between a rock quarry, baseball stadium and single-family homes, the site is ideal for rezoning to R-3, creating a transitional zone that bridges, industrial, commercial and residential uses.

**Proposed use:** new townhome development

**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?** The current conditions strongly support the approval of the proposed rezoning.
6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The current conditions strongly support the proposed rezoning, as the parcel's location offers compatibility with an adjacent multi-family district. Rezoning to R-3 creates a practical buffer and transition zone, connecting industrial, commercial and residential areas while making a better use of the site's location.

Zoning Development Plan



CONCLUSION

Staff recommends sending a positive recommendation to rezone from R-1B to R-3, citing the site's compatibility with adjacent R-3 district and its role as a smooth transition between the existing industrial, commercial, and residential areas.



Planning Commission,

**City Commission,**

This letter is intended to address several concerns, questions, and comments raised during the rezoning meeting.

**1. Traffic Flow and Access Points:**

One of the primary concerns expressed by the audience was the potential for increased vehicular traffic along Granby Road. Upon reviewing the submitted redevelopment plan, I can confirm that the proposed entry and exit points for the development have been strategically placed to minimize traffic impact. These access points are located before the first house in the new subdivision and after the last house. As indicated in the traffic study, the majority of vehicles will likely utilize these exits to access Stone Drive, thereby avoiding the new residential homes along Granby Road. Specifically, residents near the exit by the rock pond will use that route to reach Stone Drive without passing through the subdivision. Likewise, those near the northern exit by Williams Road will be able to access Stone Drive via Granby Road and Union Street, bypassing the new subdivision. Logistically, the flow of traffic has been designed to minimize disruption to the neighborhood.

**2. Speeding Concerns on Granby Road:**

A second concern raised was the issue of speeding along Granby Road. As part of my daily work managing the Finley Villa Senior Living Facility, I have a direct view of Granby Road from my office. In my observation, the road does not exhibit excessive traffic or speeding. In fact, the presence of road bumps and the sharp U-turn near Williams Road naturally slows traffic. Given these factors, I do not foresee any significant change to traffic patterns or speeds due to the proposed development.

**3. Stormwater Management:**

Another concern was the potential for stormwater runoff from the proposed development. Our redevelopment plan includes three strategically placed stormwater retention ponds designed to capture and manage runoff. Additionally, the stormwater management system for the new subdivision on Granby Road has been accounted for, ensuring that the runoff from our development will not adversely impact the neighboring homes. The combined system will mitigate any risks associated with water flow, providing effective drainage and reducing the potential for flooding or erosion.

**4. Low-Income Housing and LIHTC Details:**

Finally, a question was raised regarding the nature of the townhouses and whether they would qualify as low-income housing. We are currently evaluating the possibility of incorporating Low-Income Housing Tax Credit (LIHTC)



units into the project. However, we cannot finalize this decision until the rezoning process is complete, and our construction plans are further developed.

To clarify, LIHTC properties are subject to oversight by the Tennessee Housing Development Agency (THDA) and are designed to provide affordable housing options for low- to moderate-income families. The tax credits are allocated to developers, which they can sell to investors or financial institutions to raise capital necessary for project completion. While these properties are often associated with "low-income" housing, the term does not always reflect the socio-economic demographics of the tenants. For instance, our recent tenants include working professionals, such as a single mother with an annual income of \$41,000, who may not typically be considered "low-income."

The key distinction is that LIHTC properties are privately owned and managed, and tenants are not required to receive government assistance, nor are they enrolled in public housing programs. The program is designed to ensure that rents are affordable, typically falling just below market rates, making quality housing more accessible to middle-income families, including working single mothers and elderly individuals. Our portfolio currently includes 133 LIHTC units, all of which are well-maintained, attractive properties. These developments have allowed us to provide much-needed housing options for the middle class without the issues often associated with government-subsidized or public housing.

**Conclusion:**

I trust that I have addressed the concerns raised during the initial meeting and provided a clearer understanding of the proposed development. I am happy to provide further details and answer any additional questions at the next meeting. We look forward to working closely with the City Commission and the community as we proceed with this important project, step by step.

Sincerely,

Skylar DeJesus  
Manager  
SkyMax Properties LLC  
[skylardejesusre@gmail.com](mailto:skylardejesusre@gmail.com)  
4233028681



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Term Lengths for Various Boards and Commissions Appointed by the Board of Mayor and Aldermen**

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

Action Form No.: AF-33-2025  
Work Session: February 17, 2025  
First Reading: n/a  
Final Adoption: February 18, 2025  
Staff Work By: Committee  
Presentation By: Jessica Harmon

**Recommendation:**

Approve the resolution.

**Executive Summary:**

Staff presented during the February 3, 2025 work session, a plan to restructure how Boards and Commissions appointments handled by the City.

The plan in place consists of appointments being considered twice a year at the 2<sup>nd</sup> meetings in April and October. For coordination and organizational purposes, Boards and Commission have been grouped together by like kind with a term expiration date of April 30<sup>th</sup> or October 31<sup>st</sup>.

Prior to advertisements for upcoming vacancies, the various boards and commissions term expiration dates need to be amended to coincide with this new schedule. This action must be completed via ordinance due to there being a Board adopted resolution that states no term shall exceed 3 years (with exception of those whose terms are dictated by State Law). Term expirations for this Boards/Commissions who are state law controlled will be adjusted as the expiration dates approach and new appointments are made (E911 Board, Planning Commission, Board of Zoning Appeals, Historic Zoning Commission, Gateway Review Commission, Kingsport Housing and Redevelopment Authority, Kingsport Economic Development Board, Kingsport Library Commission).

Term expiration dates were extended to the next April or October date based on the grouping they were placed into. No terms lengths were shortened. Boards and Commission terms were also evaluated to ensure that turnover was spread throughout the group and not occurring at once.

The attached supplemental information details each Board/Commission, term lengths, membership, current expiration dates and proposed expiration dates.

**Attachments:**

1. Ordinance
2. Supplemental Information

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item IX2.

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

AN ORDINANCE TO AUTHORIZE THE EXTENSION OF TERMS FOR PRESENT MEMBERS OF BOARDS AND COMMISSIONS BEYOND THE LENGTH OF TIME ESTABLISHED IN SECTION 2-330 IN THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the terms of officers of the Bays Mountain Park Commission extends as follows:

First	Last	Expiration	New Expiration
Steve	Kilgore	1/31/27	10/31/2028
Mary	Steadman	1/31/27	10/31/2027
Jeremiah	Lounds	1/31/27	10/31/2028
Russ	Brogden	7/31/27	10/31/2027
Robin	Kerkhoff	7/31/27	10/31/2027
Vacancy		7/31/27	10/31/2027
Colette	George	7/31/27	10/31/2028
Archie	Pierce	Term of Ofc.	length of term

SECTION II. That the terms of officers of the Beverage Board extends as follows:

First	Last	Expiration	New Expiration
Stephen	LaHair	3/31/25	10/31/2025
Mike	Forrester	12/31/25	10/31/2027
John	McKinley	12/31/25	10/31/2027
Natalie	Wells	7/31/26	10/31/2026
Jason	Sanders	10/31/26	10/31/2026
Kevin	Mitchell	6/30/27	10/31/2028

SECTION III. That the terms of officers of the Community Development Advisory Board extends as follows:

First	Last	Expiration	New Expiration
Morris	Baker	11/30/26	4/30/2027
Seth	Jervis	11/30/26	4/30/2027
Rene	Mann	11/30/26	4/30/2027
Scottie	Burkhalter	11/30/25	4/30/2026
Dorothy, Dr.	Dobbins	11/30/25	4/30/2026

SECTION IV. That the terms of officers of the Construction Board of Adjustment and Appeals extends as follows:

<b>First</b>	<b>Last</b>	<b>Expiration</b>	<b>New Expiration</b>
Steve	Wilson	8/31/26	4/30/2027
Bob	Prendergast	8/31/25	4/30/2026
Roger	Barnett	8/31/26	4/30/2027
Marvin	Egan	8/31/25	4/30/2026
Hiram	Rash	2/28/27	4/30/2027

SECTION V. That the terms of officers of the Demolition by Neglect Committee extends as follows:

<b>First</b>	<b>Last</b>	<b>Expiration</b>	<b>New Expiration</b>
Chip	Millican	11/5/25	4/30/2026
Megan	Allphin	11/5/25	4/30/2026

SECTION VI. That the terms of officers of the Kingsport Higher Education Commission extends as follows:

<b>First</b>	<b>Last</b>	<b>Expiration</b>	<b>New Expiration</b>
Paula	Bulcao	11/30/24	4/30/2025
Dennis	Phillips	11/30/24	4/30/2025
Miles	Burdine	11/30/24	4/30/2025
MaryLee	Davis	11/30/27	4/30/2028

SECTION VII. That the terms of officers of the Neighborhood Advisory Commission extends as follows:

<b>First</b>	<b>Last</b>	<b>Expiration</b>	<b>New Expiration</b>
Anitra	Little	12/31/26	4/30/2027
Alanna	Leonberg	12/31/26	4/30/2027
Laurie	Christopher	12/31/25	4/30/2026
Morgan	Hogate	12/31/25	4/30/2026
Amy	Provance	12/31/25	4/30/2026
Ryan	Shiple	12/31/25	4/30/2026
Brad	Ollis	12/31/26	4/30/2027
Eddie	Grills	12/31/26	4/30/2027
Christie	Gott	12/31/24	4/30/2025
Tiffany	Hickman	12/31/24	4/30/2025
Theresa Ann	Fanning	12/31/24	4/30/2025
Josh	Coffey	12/31/24	4/30/2025

SECTION VIII. That the terms of officers of the Parks and Recreation Committee extends as follows:

First	Last	Expiration	New Expiration
Stella	Robinette	7/31/25	10/31/2025
Bob	Jack	7/31/25	10/31/2025
Madison	Tincher	7/31/25	10/31/2025
Tony	Williams	7/31/26	10/31/2026
Patrick	Potter	7/31/26	10/31/2026
Carlos	Carvajal	7/31/26	10/31/2026
Tony	Ponzio	7/31/27	10/31/2027
Alan	Meade	7/31/27	10/31/2027
Bob	Grygotis	7/31/27	10/31/2027

SECTION IX. That the terms of officers of the Cultural Arts Committee extends as follows:

First	Last	Expiration	New Expiration
Shane	Christian	7/31/26	10/31/2026
Joseph	Maye	7/31/27	10/31/2027
Joshua	Reid	7/31/27	10/31/2027
Betsy	Cooper	7/31/25	10/31/2025
Cassidy	Lester	7/31/26	10/31/2026
Joe	Zoeller	7/31/25	10/31/2025
Jennifer	Adler	7/31/27	10/31/2027
Kristie	Leonard	Term of Position	
Lori	Pyatte	Term of Position	

SECTION X. That the terms of officers of the Tree Advisory Board extends as follows:

First	Last	Expiration	New Expiration
Steve	Bingham	6/30/25	10/31/2025
Andrew	Wilson	7/31/25	10/31/2025
Christine	Barger	7/31/25	10/31/2025
Steve	Woody	6/30/25	10/31/2025
Dan	Wernick	7/31/26	10/31/2026
David	Williams	7/31/26	10/31/2026
Timothy	Martin	7/31/26	10/31/2026
Denise	Isaacs	7/31/26	10/31/2026
Sharon	Hayes	Term of Ofc.	
Tamra	Rossi	Term of Ofc.	



SECTION XI. 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 \_\_\_\_\_

**Bays Mountain Park Commission:** 8 total, at least 5 residents of KPT, 1 Sull.Co. Commissioner; 3 year term; no term limit

*Recommends to the City Manager the employment of the Park Director and any other personnel necessary to conduct and operate BMP; works with director on budget; responsibility to determine and propose fees and charges connected with the operation of the park.*

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Bays Mountain Park Commission	Kilgore	Steve	1/31/27	1	3-years	KPT Resident	10/31/2028
Bays Mountain Park Commission	Steadman	Mary	1/31/27	5	3-years	At-large	10/31/2027
Bays Mountain Park Commission	Lounds	Jeremiah	1/31/27	2	3-years	KPT Resident	10/31/2028
Bays Mountain Park Commission	Brogden	Russ	7/31/27	4	3-years	KPT Resident	10/31/2027
Bays Mountain Park Commission	Kerkhoff	Robin	7/31/27	5	3-years	KPT Resident	10/31/2027
Bays Mountain Park Commission	Reeves	Woody	7/31/27	3	3-years	KPT Resident	10/31/2027
Bays Mountain Park Commission	George	Colette	7/31/27	2	3-years	KPT Resident	10/31/2028
Bays Mountain Park Commission	Pierce	Archie	Term of Ofc.	N/A	N/A	County Commission Rep.	length of term

**Beverage Board:** 9 total; Chief of Police, Director of Planning, City Recorder, 6 residents of KPT (w/ 1 having at least 5 years' exp. in business or admin. in ownership or operation of retail enterprise and 1 licensed to practice law). 3-year term; no term limit.

*May deny the issuance of any permit or license whenever it determines that such issuance of any permit or license would be detrimental to public health, safety or morals; May suspend or revoke the permit and license of any licensee who violated any of the laws of the United States, the State of Tennessee or the City of Kingsport or whenever it shall satisfactorily appear that the premises or business of any permittee or licensee is being maintained and operated in such a manner as to be detrimental to public health, safety or morals; Shall have complete discretion to issue, revoke or suspend all permits or licenses to sell, store, manufacture or distribute beer in the City.*

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Beverage Board	LaHair	Stephen	3/31/25	4	3-years	KPT Resident; Business Owner	10/31/2025
Beverage Board	Forrester	Mike	12/31/25	2	3-years	KPT Resident; Licensed Attorney	10/31/2027
Beverage Board	McKinley	John	12/31/25	1	3-years	KPT Resident	10/31/2027
Beverage Board	Wells	Natalie	7/31/26	2	3-years	KPT Resident	10/31/2026
Beverage Board	Sanders	Jason	10/31/26	1	3-years	KPT Resident	10/31/2026
Beverage Board	Mitchell	Kevin	6/30/27	fulfilling unexpired	3-years	KPT Resident	10/31/2028

<b>Community Development Advisory Committee:</b> 5 total; various roles that relate to serving the low/moderate income population of the City. 3-year term; no term limit							
<i>Advisory committee to the City Manager to assess the needs of the community and recommend goals and priorities and community development, participate in the review of pre-applications, inform residents of the services and facilitates that will need to be made available through the community development program, recommend a priority list of housing rehabilitation loans and grants, prepare a list of recommended projects that are suitable for funding with Community Development Block Grant or HOME Consortium funds.</i>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Community Development Advisory Committee	Baker	Morris	11/30/26	2	3-years	At-large	4/30/2027
Community Development Advisory Committee	Jervis	Seth	11/30/26	2	3-years	KHRA Rep.	4/30/2027
Community Development Advisory Committee	Mann	Rene	11/30/26	2	3-years	FTDD Rep.	4/30/2027
Community Development Advisory Committee	Burkhalter	Scottie	11/30/25	fulfilling unexpired	3-years	Faith-based Rep.	4/30/2026
Community Development Advisory Committee	Dobbins	Dorothy, Dr.	11/30/25	2	3-years	At-large	4/30/2026
<b>Construction Board of Adjustment and Appeals:</b> 5 total; 1 architect, engineer or general contractor, 4 at-large in bldg. industry. Terms vary, no term limit							
<i>Hear and render decisions on cases for aggrieved parties when the City Building Official rejects or refuses to approve or issue a Building Permit due to the mode or manner of the construction proposed to be followed or materials to be used in the erection of or alteration of the building or structure or when it is claimed that the provisions of the Code do not apply</i>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Construction Board of Adjustments and Appeals	Wilson	Steve	8/31/26	4	3-years	Engineer	4/30/2027
Construction Board of Adjustments and Appeals	Prendergast	Bob	8/31/25	4	2-years	At-large	4/30/2026
Construction Board of Adjustments and Appeals	Barnett	Roger	8/31/26	1	3-years	At-large/Architect	4/30/2027
Construction Board of Adjustments and Appeals	Egan	Marvin	8/31/25	3	2-years	At-large	4/30/2026
Construction Board of Adjustments and Appeals	Rash	Hiram	2/28/27	5	3-years	Architect	4/30/2027
<b>Demolition by Neglect Committee:</b> 3 total; City Bldg. Official, Historic Zoning Commission Member, 1 licensed engineer familiar with structural engineering, if available. 3-year term; no term limit							
<i>Shall make preliminary investigation of charges filed charging that of an historic landmark in any historic district is threatened with demolition by neglect.</i>							

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Demolition by Neglect Committee	Millican	Chip	11/5/25	1	3-years	HZC Rep.	4/30/2026
Demolition by Neglect Committee	Allphin	Megan	11/5/25	2	3-years	Engineer	4/30/2026
<p><b>Employee Dependent Scholarship Program:</b> 5 total; 3 BMA appointed, 2 KHRA appointed. 3-year term, one term limit w/Mayor right to reappoint one additional term.</p> <p><i>Oversee all aspects of the employee dependent scholarship program; Establish scholarship eligibility criteria; Review eligibility criteria on an annual basis and make adjustments as needed; Collect and disseminate scholarship information and applications.</i></p>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Employee Dependent Scholarship Program	Barham	Stephanie	8/1/26	1	3-years	City of KPT Appointment	10/31/2026
Employee Dependent Scholarship Program	Perdue	Greg	8/1/26	1	3-years	KHRA Appointment	10/31/2026
Employee Dependent Scholarship Program	Cline	Jay	8/1/27	1	3-years	KHRA Appointment	10/31/2027
Employee Dependent Scholarship Program	Feagins	Laura	8/1/26	2	3-years	City of KPT Appointment	10/31/2026
Employee Dependent Scholarship Program	Greene	Madison	8/1/27	1	3-years	City of KPT Appointment	10/31/2027
<p><b>Kingsport Higher Education Commission:</b> 10 total; 4 Community Members, Mayor, City manager, NeSCC Pres., Participating Institution Pres. Rep, Supt. Of Schools (non-voting), CEO of Networks (non-voting); 4- year term, no more than two (2) consecutive four (4) year terms without at least one (1) intervening year following expiration of second term.</p> <p><i>Increase access to higher education by promoting and delivering post-secondary educational degree programs in the Kingsport region; Provide oversight for any and all facilities owned by the City of Kingsport in the Academic Village; Encourage the expansion of higher education; Coordinate the development and delivery of such higher education programs; Serve as a resource and referral center by maintaining and disseminating information on existing educational program and resources; Develop, in coordination with the TN Board of Regents, The University of EN System, and the TN Higher Education Commission, specific goals for higher education in the greater Kingsport area.</i></p>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Kingsport Higher Education Commission	Bulcao	Paula	11/30/24	1	4-years	Community Member	4/30/2025
Kingsport Higher Education Commission	Phillips	Dennis	11/30/24	1	4-years	Community Member	4/30/2025
Kingsport Higher Education Commission	Burdine	Miles	11/30/24	fulfilled unexpired term	4-years	Community Member	4/30/2025
Kingsport Higher Education Commission	Davis	MaryLee	11/30/27	2	4-years	Community Member	4/30/2028

**Neighborhood Advisory Commission:** 12 total; 12 residents of KPT; 3-year term; no more than two (2) consecutive terms.

*Advise on problem solving (neighborhood driven); Steps to strengthen neighborhoods; Provide a strong communication channel between neighborhoods and the city.*

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Neighborhood Advisory Commission	Little	Anitra	12/31/26	2	3-years	KPT Resident Midtown	4/30/2027
Neighborhood Advisory Commission	Leonberg	Alanna	12/31/26	2	3-years	KPT Resident Allandale	4/30/2027
Neighborhood Advisory Commission	Christopher	Laurie	12/31/25	1	3-years	KPT Resident Preston Forrest	4/30/2026
Neighborhood Advisory Commission	Hogate	Morgan	12/31/25	Fulfilling unexpired term	3-years	KPT Resident Rock Springs	4/30/2026
Neighborhood Advisory Commission	Provance	Amy	12/31/25	1	3-years	KPT Resident Fairacres	4/30/2026
Neighborhood Advisory Commission	Shipley	Ryan	12/31/25	1	3-years	KPT Resident Edinburgh	4/30/2026
Neighborhood Advisory Commission	Ollis	Brad	12/31/26	1	3-years	KPT Resident Rock Springs	4/30/2027
Neighborhood Advisory Commission	Grills	Eddie	12/31/26	1	3-years	KPT Resident Fairacres	4/30/2027
Neighborhood Advisory Commission	Gott	Christie	12/31/24	1	3-years	KPT Resident Amersham	4/30/2025
Neighborhood Advisory Commission	Hickman	Tiffany	12/31/24	1	3-years	KPT Resident Midtown	4/30/2025
Neighborhood Advisory Commission	Fanning	Theresa Ann	12/31/24	1	3-years	KPT Resident Preston Woods	4/30/2025
Neighborhood Advisory Commission	Coffey	Josh	12/31/24	Fulfilling unexpired term	3-years	KPT Resident Green Acres	4/30/2025

**Parks and Recreation Advisory Committee:** 9 total; 9 at-large (city code does not specify city resident; but is the practice; members represent a geographic cross section of the city; members serve on subcommittees for various programs so diversity in interests and experiences is important);3-year term, no term limit

*Study the parks and recreation needs of the community and recommend to the Board of Mayor and Aldermen recreational programs, facilities, special equipment and sites needed or desirable for use in occupying the leisure time of the citizens of Kingsport*

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Parks and Recreation Advisory Committee	Robinette	Stella	7/31/25	fulfilling unexpired term	3-years	At-large	10/31/2025
Parks and Recreation Advisory Committee	Jack	Bob	7/31/25	5	3-years	At-large	10/31/2025
Parks and Recreation Advisory Committee	Tincher	Madison	7/31/25	fulfilling unexpired term	3-years	At-large	10/31/2025

Parks and Recreation Advisory Committee	Williams	Tony	7/31/26	2	3-years	At-large	10/31/2026
Parks and Recreation Advisory Committee	Potter	Patrick	7/31/26	1	3-years	At-large	10/31/2026
Parks and Recreation Advisory Committee	Carvajal	Carlos	7/31/26	1	3-years	At-large	10/31/2026
Parks and Recreation Advisory Committee	Ponzio	Tony	7/31/27	1	3-years	At-large	10/31/2027
Parks and Recreation Advisory Committee	Meade	Alan	7/31/27	5	3-years	At-large	10/31/2027
Parks and Recreation Advisory Committee	Grygotis	Bob	7/31/27	1	3-years	At-large	10/31/2027

**PETWORKS:** 9 total; 2 appointed by BMA (City Reps), 2 appointed by Humane Society and remaining 6 appointed by PETWORKS; terms vary, no term limits)

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
PETWORKS	Campbell	John	7/1/25	5	2-years	City of KPT Rep./Appointed	10/31/2025
PETWORKS	Walters	Mitch	7/1/26	1	2-year	City of KPT Rep./Appointed	10/31/2026

**Cultural Arts Commission:** 7 total at large; 3-year term, no term limits

*Serve as the advisory committee to the Board of Mayor and Aldermen on public art and to develop a public art policy and guidelines for approval by the Board of Mayor and Aldermen*

Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Public Art Committee	Christian	Shane	7/31/26	1	3-years	Theatre Organization Rep.	10/31/2026
Public Art Committee	Maye	Joseph	7/31/27	1	3-years	At-large	10/31/2027
Public Art Committee	Reid	Joshua	7/31/27	3	3-years	At-large	10/31/2027
Public Art Committee	Cooper	Betsy	7/31/25	Fulfilling unexpired term	3-years	DKA Rep.	10/31/2025
Public Art Committee	Lester	Cassidy	7/31/26	fulfilling unexpired term	3-years	Symphony Organization Rep.	10/31/2026
Public Art Committee	Zoeller	Joe	7/31/25	2	3-years	Art Organization Rep.	10/31/2025
Public Art Committee	Adler	Jennifer	7/31/27	2	3-years	At-large	10/31/2027
Public Art Committee	Leonard	Kristie	Term of Position			Staff Rep.	

Public Art Committee	Pyatte	Lori	Term of Position			Staff Rep.	
<b>Sullivan County Board of Equalization: 5 Total; 1 KPT Rep. (freeholder &amp; taxpayer). 2-year term, no term limit</b>							
<i>Serves as an appeals board for the Sullivan County Office of Property Assessments.</i>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Sullivan County Board of Equalization	Campbell	John	3/31/26	3	2-years	KPT Rep.	4/30/2026
<b>Tree Advisory Board: 10 total; 4 residents of KPT, 4 tree industry professionals, 1 KKB Rep, 1 KPT City staff; 2-year term, no term limit</b>							
<i>Advise and make recommendations to the person or persons responsible for the planting and care of trees on City property.</i>							
Commission Name	Last	First	Expiration	Terms Served	Term Length	Eligibility	New Expiration
Tree Advisory Board	Bingham	Steve	6/30/25	5	2-years	KPT Resident	10/31/2025
Tree Advisory Board	Wilson	Andrew	7/31/25	1	2-years	Tree Industry Prof.	10/31/2025
Tree Advisory Board	Barger	Christine	7/31/25	10	2-years	KPT Resident	10/31/2025
Tree Advisory Board	Woody	Steve	6/30/25	fulfilling unexpired term	2-years	Tree Industry Prof.	10/31/2025
Tree Advisory Board	Wernick	Dan	7/31/26	10	2-years	Tree Industry Prof.	10/31/2026
Tree Advisory Board	Williams	David	7/31/26	5	2-years	Tree Industry Prof.	10/31/2026
Tree Advisory Board	Martin	Timothy	7/31/26	6	2-years	KPT Resident	10/31/2026
Tree Advisory Board	Isaacs	Denise	7/31/26	4	2-years	KPT Resident	10/31/2026
Tree Advisory Board	Hayes	Sharon	Term of Ofc.		N/A	KKB Rep.	
Tree Advisory Board	Rossi	Tamra	Term of Ofc.		N/A	KPT City Staff Rep.	



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance for Various Funds FY25**

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

Action Form No.: AF-045-2025                      Final Adoption: March 18, 2025  
 Work Session: February 17, 2025              Staff Work By: Morris  
 First Reading: February 18, 2025              Presentation By: McCartt

**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

The General Fund is being amended by accepting a \$10,000 grant from the First Tennessee Development District Apprenticeship program for Police Training.

The General Projects-Special Revenue Fund is being amended by accepting a grant from the State of Tennessee Department of Disability and Aging in the amount of \$100,000 to the Renaissance Center Improvements project (NC2244).

The General Project Fund is being amended by transferring \$1,556 from the Bays Mountain Commission fund and by accepting a \$105,000 grant from State of Tennessee Department of Environment and Conservation for a total of \$106,556 to be allocated to the BMP Property Purchase project (GP2508), and by accepting a grant from the Tennessee State Museum in the amount of \$150,000 to the BMP Nature Center Roof project (GP2509).

The Bays Mountain Park Commission Fund is being amended by increasing the From Fund Balance line 612-0000-392.01-00 by \$1,556 to be allocated to the To General Project Fund line (612-4804-481.70-36) for use in the BMP Property Purchase project (GP2508).

**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 accepting a grant from the First Tennessee Development District to the FTDD Apprenticeship line (110-0000-332.69-10) in the amount of \$10,000 and appropriating \$5,000 to the Training line (110-3003.441.20-40) and \$5,000 to the Registration Fees/Tuition line (110-3003-441.20-41).

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting a grant from the State of Tennessee Department of Disability and Aging in the amount of \$100,000 to the Renaissance Center Improvements project (NC2244).

SECTION III. That the General Project Fund be amended by transferring \$1,556 from the Bays Mountain Commission fund and by accepting a \$105,000 grant from State of Tennessee Department of Environment and Conservation for a total of \$106,556 to be allocated to the BMP Property Purchase project (GP2508), and by accepting a grant from the Tennessee State Museum in the amount of \$150,000 to the BMP Nature Center Roof project (GP2509).

SECTION IV. That the Bays Mountain Park Commission Fund be amended by increasing the From Fund Balance line 612-0000-392.01-00 by \$1,556 to be allocated to the To General Project Fund line (612-4804-481.70-36) for use in the BMP Property Purchase project (GP2508).

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
110-0000-332.69-10 FTDD Apprenticeship	\$ 0	\$ 10,000	\$ 10,000
<b>Total:</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>

**Expenditures:**

110-3003-441.20-40 Training	\$ 50,000	\$ 5,000	\$ 55,000
110-3003-441.20-41 Registration Fees/Tuition	50,000	5,000	55,000
<b>Total:</b>	<b>100,000</b>	<b>10,000</b>	<b>110,000</b>

**General Projects-Special Revenue Fund: 111**

**Renaissance Ctr Imp (NC2244)**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
111-0000-332.69-00 Miscellaneous Other State	\$ 0	\$ 100,000	\$ 100,000
111-0000-391.01-00 From General Fund	60,000	0	60,000
<b>Total:</b>	<b>60,000</b>	<b>100,000</b>	<b>160,000</b>

**Expenditures:**

111-0000-601.90-03 Improvements	\$ 60,000	\$ 100,000	\$ 160,000
<b>Total:</b>	<b>60,000</b>	<b>100,000</b>	<b>160,000</b>

**General Project Fund: 311**  
**BMP Property Purchase (GP2508)**

**Account Number/Description:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-332.72-00 Department of Conservation	0	105,000	105,000
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	1,556	1,556
311-0000-391.01-00 From General Fund	210,000	0	210,000
<b>Total:</b>	<b>210,000</b>	<b>106,556</b>	<b>316,556</b>
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-01 Land	210,000	106,556	316,556
<b>Total:</b>	<b>210,000</b>	<b>106,556</b>	<b>316,556</b>

**BMP Nature Ctr Roof (GP2509)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-332.69-00 Miscellaneous Other State	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>
<u>Expenditures:</u>	\$	\$	\$
311-0000-601.90-03 Improvements	0	150,000	150,000
<b>Total:</b>	<b>0</b>	<b>150,000</b>	<b>150,000</b>

**Account Number/Description:**  
**Bays Mt Park Comm Fund: 612**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
612-0000-392-01-00 Fund Bal Appropriations	31,469	1,556	33,025
<b>Total:</b>	<b>31,469</b>	<b>1,556</b>	<b>33,025</b>
<u>Expenditures:</u>	\$	\$	\$
612-4804-481.70-36 General Project Fund	411,091	1,556	412,647
<b>Total:</b>	<b>411,091</b>	<b>1,556</b>	<b>412,647</b>

SECTION V. 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:



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance for Various Funds FY25**

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

Action Form No.: AF-35-2025  
Work Session: February 3, 2025  
First Reading: February 4, 2025  
Final Adoption: February 18, 2025  
Staff Work By: Morris  
Presentation By: McCartt

**Recommendation:**  
Approve the Budget Ordinance

**Executive Summary:**  
The General Fund is being amended by accepting a \$500 grant from the Kingsport Chamber Foundation in the amount of \$500 to the Fire Department and by accepting \$123,584 in Opioid settlements from the State of Tennessee to be allocated to the TN Opioid Settlement project (NC2420).

The Sewer Project Fund is being amended by moving \$129,276 from various projects to the West Kingsport Sewer Evaluation project to cover inspection and engineering services for the West Kingsport Sewer Basin.

**Attachments:**  
1. Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
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 accepting a donation from the Kingsport Chamber Foundation in the amount of \$500 to the From Non-Profit Groups line (110-0000-364.30-00) to be allocated to the Maintenance Supplies line (110-3501-451.30-22) in the amount of \$500, and by accepting \$123,584 from the State of Tennessee to the TN Opioid Settlements line (110-0000-368.81-15) to be allocated to the To Gen Proj-Special Rev line (110-4804-481.70-35) in the amount of \$123,584.

SECTION II. That the General Projects-Special Revenue Fund be amended by allocating \$123,584 from the General Fund to the TN Opioid Settlements project (NC2420).

SECTION III. That the Sewer Project Fund be amended by transferring \$123,296 from the Main St Sewer Improvements project (SW1901), \$980 from the Maintenance Facility Improvements project (SW2202), and \$5,000 from the Maintenance Facility Improvements project (SW2503) for a total of \$129,276, to be allocated to the West Kingsport Sewer Evaluation project (SW2207).

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-364.30-00 From Non-Profit Groups	50,000	500	50,500
110-0000-368.81-15 TN Opioid Settlements	0	123,584	123,584
<b>Total:</b>	<b>50,000</b>	<b>124,084</b>	<b>174,084</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-3501-451.30-22 Operating Supplies & Tool	66,014	500	66,514
110-4804-481.70-35 To Gen Proj-Special Rev	2,242,902	123,584	2,366,486
<b>Total:</b>	<b>2,308,916</b>	<b>124,084</b>	<b>2,433,000</b>

**General Projects-Special Revenue Fund: 111  
TN Opioid Settlements (NC2420)**

**Account Number/Description:**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	220,982	123,584	344,566
<b>Total:</b>	<b>220,982</b>	<b>123,584</b>	<b>344,566</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-03 Improvements	220,982	123,584	344,566
<b>Total:</b>	<b>220,982</b>	<b>123,584</b>	<b>344,566</b>

**Sewer Project Fund: 452**

**Main St Sewer Line Replacement (SW1901)**

**Account Number/Description:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	404,608	0	404,608
452-0000-391.05-48 GO Bonds Series 2018 B	400,551	0	400,551
452-0000-391.05-56 Series 2019 GO Improvement	7,183	0	7,183
452-0000-391.05-69 GO Bonds Series 2021	418,129	(123,296)	294,833
452-0000-391.42-00 From Sewer Fund	34,726	0	34,726
<b>Total:</b>	<b>1,265,197</b>		<b>1,141,901</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping	100,357	(1,424)	98,933
452-0000-601.90-03 Improvements	1,164,840	(121,872)	1,042,968
<b>Total:</b>	<b>1,265,197</b>	<b>(123,296)</b>	<b>1,141,901</b>

**Maint Facility Imp (SW2202)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	45,213	(980)	44,233
<b>Total:</b>	<b>45,213</b>	<b>(980)</b>	<b>44,233</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping Serv	24,000	0	24,000
452-0000-606.90-03 Improvements	21,213	(980)	20,233
<b>Total:</b>	<b>45,213</b>	<b>(980)</b>	<b>44,233</b>

**Maintenance Facility Imp (SW2503)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	100,000	(5,000)	95,000
<b>Total:</b>	<b>100,000</b>	<b>(5,000)</b>	<b>95,000</b>

**Expenditures:**

452-0000-606.90-03 Improvements	100,000	(5,000)	95,000
<b>Total:</b>	<b>100,000</b>	<b>(5,000)</b>	<b>95,000</b>

**W KPT Sewer Evaluation (SW2207)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-69 GO Bonds Series 2021	0	123,296	123,296
452-0000-391.42-00 From Sewer Fund	357,020	5,980	363,000
<b>Total:</b>	<b>357,020</b>	<b>129,276</b>	<b>486,296</b>

**Expenditures:**

452-0000-606.20-23 Arch/Eng/Landscaping Serv	357,020	129,276	486,296
<b>Total:</b>	<b>357,020</b>	<b>129,276</b>	<b>486,296</b>

SECTION IV. 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 Budget Ordinance for the General Fund in FY25**

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

Action Form No.: AF-41-2025  
Work Session: February 3, 2025  
First Reading: February 4, 2025  
Final Adoption: February 18, 2025  
Staff Work By: Morris  
Presentation By: McCartt

**Recommendation:**  
Approve the Budget Ordinance.

**Executive Summary:**  
The General Fund is being amended by increasing the Sales Tax - Sullivan line (110-0000-333-01-00) by \$150,000 to be allocated to Petworks for operating expenses. This increases the total annual allocation to Petworks for operating expenses to \$500,000

Below is a history of annual allocations to Petworks for operations (does not include capital contributions) is as follows:

- FY2025: \$500,000 – If approved.
- FY2024: \$510,000 – New Director Added – First raises to staff in 5 years
- FY2023: \$405,000 – Principal removed from Line of Credit
- FY2022: \$370,000 – Principal and Interest became due on Line of Credit
- FY2021: \$300,000 – Moved into new facility – lost county day workers for custodial services
- FY2020: \$215,800 – Old Facility – simple operation, less staff, less traffic, less utilities.

**Attachments:**  
1. Budget Ordinance

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

Item X2.



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 increasing the Sales Tax - Sullivan line (110-0000-333-01-00) by \$150,000 to be allocated to the SBK Animal Control line (110-1005-405.80-51) in the amount of \$150,000.

**Fund 110: General Fund**

**Account Number/Description:**

**Revenues:**

110-0000-333.10-00 Sales Tax – Sullivan

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$ 21,900,400	\$ 150,000	\$ 22,050,400
<b>Total:</b>	<b>21,900,400</b>	<b>150,000</b>	<b>22,050,400</b>

**Expenditures:**

110-1005-405-80-51 SBK Animal Control

	\$ 350,000	\$ 150,000	\$ 500,000
<b>Total:</b>	<b>350,000</b>	<b>150,000</b>	<b>500,000</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:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the City of Kingsport’s Application for and Acceptance of Funding through THDA’s 2025 Emergency Solutions Grant**

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

Action Form No.: AF-29-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Michael Price  
Presentation By: Michael Price

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Community Development staff seek authorization to apply for the Emergency Solutions Grant through the Tennessee Housing Development Agency. The Emergency Solutions Grant (ESG) is funded by the Department of Housing and Urban Development (HUD) specifically to address homelessness.

The City of Kingsport was awarded the ESG Grant in 2024 to fund the creation of a new Homeless Outreach Worker within the Police Department. If awarded, the ESG funds will be utilized to fund the homeless outreach position who assists the homeless outreach coordinator as well as for supplies, case management tools, and other needed goods. The grant request will be \$117,779.48 and carries a dollar-for-dollar match requirement. Salaries of existing employees and CDBG allocation can be used to meet the in-kind match.

The goal is to meet the homeless population where they are, develop relationships and provide needed services and/or referrals. Each element of the grant request will impact our community and help assist those who are currently experiencing homelessness or at-risk for homelessness.

The City of Kingsport was awarded the ESG Grant in 2024 to fund the same activities as mstaff seeks the same award for ESG 2025.

**Attachments:**

- 1.
2. Resolution
3. Supplemental Information
4. Matching funds acknowledgement

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

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

A RESOLUTION APPROVING AN APPLICATION FOR A U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY SOLUTIONS GRANT, ACCEPTING THE GRANT FUNDS IF AWARDED, AND AUTHORIZING THE MAYOR TO SIGN THE GRANT APPLICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city seeks to continue services for the homeless population of Kingsport by applying for a U. S. Department of Housing and Urban Development Emergency Solutions Grant administered by the Tennessee Housing Development Agency; and

WHEREAS, the Emergency Solutions Grant (ESG) program provides funding for various activities such as engaging homeless individuals and families, improving the number and quality of emergency shelters; supporting the operation of shelters, providing essential services to shelter residents, and preventing homelessness; and

WHEREAS, funds from the ESG will be utilized to continue to support its homeless outreach coordinator and homeless outreach worker as well as provide for supplies, case management tools, and other needed goods; and

WHEREAS, the city will apply for \$117,779.48 in ESG funding which does require a dollar for dollar match though under the terms of the ESG salaries of existing qualifying employees and allocated Community Development Block Grant funds will qualify as an "in-kind" match.

Now therefore,

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

SECTION I. That an application for the U. S. Department of Housing and Urban Development Emergency Solutions Grant administered by the Tennessee Housing Development Agency is approved and receipt of the same is authorized if awarded.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an application for as well as all other documents necessary and proper to apply for and receive the Emergency Solutions Grant, to deliver the necessary documents upon execution and to take all actions as may be required on the part of the city to carry out, give effect to, and consummate the actions contemplated by this resolution.

SECTION III. That the mayor is authorized to execute any and all documents necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 18th day of FEBRUARY, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

ESG 2025:

Total Grant Award Requested: \$117,779.48

1:1 Match: Match comes from existing salaries and CDBG allocation.

**Describe in detail the applicant's mission, types of programs and services currently offered and how homelessness programs fit within that mission.**

The City of Kingsport has a long-standing reputation of being community-centered, kind, and home to multiple organizations providing services to homeless individuals including feeding programs, shelters, prevention services, and many ministries. Recently, homelessness has become more prevalent as escalating drug addiction and increasing cases of untreated mental health concerns impact unhoused individuals. Navigating the complexity of shelter regulations and long waiting lists for public housing leaves rising numbers of persons unable to obtain housing. In response to this housing crisis, Kingsport is exhausting efforts to end the homeless epidemic. The City is building momentum to provide accessible and consistent resources to vulnerable populations. To honor The City of Kingsport's long-standing commitment to end homelessness, funding is essential. The City of Kingsport currently offers two primary homeless-centered programs. Kingsport City Schools' Homeless Education program, was established in 1995, and The Kingsport Homeless Coalition was established in 2020. These programs were created to thwart homelessness. The City requests ESG funding to expand the services of both.

**Describe the experience of the applicant in assisting to help individuals and families experiencing homelessness.**

The City of Kingsport will provide assistance to Kingsport City Schools System in congruence with the Kingsport City Schools Homeless Education program, assisting eligible students qualifying under the McKinney-Vento Homeless Assistance Act, title IX, Part A of Every Student Succeeds Act (ESSA). The program documents 127 families served thus far during the 2022-2023 school year. Demographics include 280 students and 37 siblings living in shelters, doubled up, living in motels, or completely unsheltered. By the end of that school year, 67 students and 6 siblings from 36 families had obtained housing. During the 2023-2024 school year 216 students have been served. Of those, 36 students and 10 siblings from 20 families now have stable housing.

In 2020, the City of Kingsport in partnership created the Kingsport Homeless Coalition. The Coalition's vision is to create a coordinated, compassionate plan to serve the homeless population of the greater Kingsport Area. This collaboration resulting in the creation of a full-time social worker, provided by the Kingsport Police Department, who works with the homeless population to provide better access to community resources. The city social worker engages with multiple community partners to provide coordination of services. The Homeless Coalition served 293 participants in last grant year. 73 of the participants were discharged into permanent housing.

**Describe the experience of the applicant's senior staff in providing assistance to help individuals and families experiencing homelessness.**

Jonathan Anderson serves as the Homeless Services Liaison, providing expertise collected over 17 years of working in the faith-based and nonprofit communities. Jonathan Anderson is the founder of Engage Tri-Cities and has worked with nonprofit community focused organizations in both, Kingsport and North

Carolina. The Kingsport Police Homeless Outreach Worker is Erin Gray. A lifelong Tri-Cities native, Erin Gray retains a current TN Master License of Social Worker (LMSW) and provides expertise collected over 16 years including employment with the Department of Children's Services and Camelot. Community Development Planner, Michael Price, has administered THDA programs for five years including the Emergency Solutions Grant providing the following: Street Outreach, Shelter Services, Homeless Prevention and Rapid Rehousing. He is certified in HQS, Lead based paint, Property Management, HCV, and LIHTC. Michele Wilder, coordinator of the Homeless Education Program for Kingsport City Schools, has served in this role since Sept. 1999. She also serves as Kingsport City Schools System's Foster Care Point of Contact and Migrant Liaison. Her experience brings 25 years of commitment to ending homelessness.

**Describe the applicant's intake process.**

Potential clients are identified by Street Outreach worker and subsequently, the Appalachian Regional Coalition on Homelessness (ARCH) is contacted to complete consolidated entry. Vetted applications are provided from ARCH to Kingsport's case managers for guidance through the application process. New applications are underwritten, and fact checked to ensure qualified population requirements are met. Unqualified applicants are given appeals opportunities to ensure due process is applied.

**Does your agency currently have participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity? If not, describe how your agency will implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under the Emergency Solutions Grant (ESG)?**

Yes, the Kingsport Board of Mayor and Aldermen, the Kingsport Homeless Coalition, and the Community Development Advisory Committee consist of diverse individuals with lived experiences. Feedback and public input are frequently sought when policies are made and implemented.

**Describe any changes that have been made as a result of participant feedback.**

The City of Kingsport's Homeless Coalition and street outreach efforts are structured based on the results of participant feedback. Programs ensure adjustments and adaptability are continuous to provide necessary resources to successfully house individuals in permanent housing options. Referrals to treatment facilities, shelters, and income based housing are guided by participant feedback. Transportation schedules are created modeled and amended based on participant needs.

**Describe how your agency makes known that use of facilities, assistance, and services are available to all on a non-discriminatory basis, including steps to make individuals aware of the availability of the facilities, services, and assistance, including those with disabilities. (Applicant should make sure to answer each part of the question)**

The City of Kingsport uses a multi-channel approach relative to announcing the availability of assistance and services. First of all, the City of Kingsport's participation in local CoC meetings ensures participating local service agencies and nonprofits are aware of available resources. Secondly, awards and programs are discussed at public hearings and Board of Mayor and Alderman Meetings. Thirdly, the City of

Kingsport uses an array of social media, print media, news outlets, and the City's website to announce all new opportunities. Finally, all City of Kingsport offices are fully accessible to ensure every citizen has an equal opportunity to utilize programs and services.

**Describe how your agency assists participants with Limited English Proficiency (LEP). How does the agency make known its services to LEP participants within the service area?**

As of June 26, 2023, the city has contracted with Language Line Solutions for our interpretation and language needs. Services included are video/in-person meetings, telephone interpreter services, as well as document translation.

The service is capable of providing deaf or hard-of-hearing translation.

Also, Michele Wilder--Coordinator of the Homeless Education Program for Kingsport City Schools serves as the Migrant Liaison.

**Provide information about the board of directors and/or advisory council, such as the regularity of meetings, list of subcommittees, goals and planning, and their involvement in the agency's activities.**

The Community Development Advisory Committee was established to oversee the conduct of the Community Development Block Grant (CDBG) from U.S. Housing and Urban Development and other grant-based programs. Kingsport is an entitlement city per the Community Development Block Grant Program which serves to primarily benefit low- and moderate-income persons and aid in the prevention or elimination of slums or blight. The Committee also serves to guide planning and implementation of community service grants. The Community Development Advisory Committee (CDAC) consists of five members. All members are appointed by the Mayor and confirmed by the Board of Mayor and Aldermen. All appointees to the Community Development Advisory Committee shall serve three-year terms. All meetings are open to the public and held every month at City Hall. Meetings are held monthly. The Committee represents members from, the development district, faith-based community, housing, and at large members.

**Describe the applicant's process for ensuring project-level and agency-wide data quality in HMIS, or if a victim service provider, the comparable database.**

Data quality is the extent to which the information contained in HMIS accurately represents the real-world clients and situations intended to be described. The City's data quality process ensures that information is complete, timely, accurate, consistent, and descriptive of coverage and utilization. HMIS data is reviewed at the COC level by ARCH staff, and errors are quickly addressed to ensure quality data is created.

**How does the applicant use data and reporting to inform agency decision making?**

The data collected in HMIS and reported by participating agencies guides the City of Kingsport in every aspect of community service. Information collected influences grants applied for, as well as funding levels sought. Accurate numbers of homeless and at-risk individuals help the City know where to apply existing resources and when to invest in additional opportunities.

**Describe the CoC top priorities for addressing homelessness.**

ARCH CoC's top priorities for addressing homelessness priorities: 1. Ending homelessness for all person by identifying, engaging in, and effectively serving all persons experiencing homelessness (Outreach). 2. Using a Housing First approach that prioritizes rapid placement (RRH) and stabilization (HP) in permanent housing without preconditions or requirements. 3. Reducing unsheltered homelessness by identifying permanent housing options for people who are unsheltered (Coordinated Entry, Housing Navigation, Case Management, etc.) 4. Improving system performance to measure the average length of homeless episodes, rates of return to homelessness, rates of exit to permanent housing determinations, to determine how effectively we are serving people experiencing homelessness. 5. Partner with Housing, Health and Service Agencies to maximize the use of mainstream and other supportive services. 6. Address racial equity to ensure successful outcomes for all persons experiencing homelessness. 7. Improving assistance to LGBTQ+ Individuals. 8. Including Persons with Lived Experience to improve the effectiveness of homelessness assistance programs. 9. Increasing Affordable Housing Supply.

**How does the applicant contribute to activities within their CoC? (Committees, subcommittees, CE/By Name List meetings)**

City of Kingsport staff serve on the Appalachian Regional Coalition on Homelessness Board of Directors and participate in all monthly meetings. Staff also participates in the annual Point In Time Count and Continuum of Care activities.

Street Outreach services target individuals and families living unsheltered, meaning those who qualify under 21 CFR Part 576.2 paragraph (1)(i) of the definition of "homelessness." Services are described under 21 CFR Part 576.101. Services for eligible program participants are provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where people living unsheltered are staying.

**Describe the proposed Street Outreach program to be provided using ESG funds.**

The Street Outreach program, to be provided using Emergency Solutions Grant (ESG) funds, aims to address the needs of unsheltered individuals in the City of Kingsport by offering targeted outreach services focused on engagement, support, and ultimately, the transition to permanent housing.

Funding will go to hire a full-time caseworker to be embedded with the Community Policing Department.

Refinement of a dedicated outreach team comprised of individuals with experience and training in social work, mental health, substance abuse counseling, and homelessness services. Ensuring diversity within the team to better connect with individuals from various backgrounds and communities. Conducting comprehensive needs assessments to identify immediate needs such as food, clothing, medical care, mental health support, substance abuse treatment, and access to basic services. Providing direct assistance and referrals to appropriate resources and services based on identified needs.

By implementing this comprehensive Street Outreach program funded through ESG, we aim to effectively engage unsheltered individuals, address their immediate needs, and support their journey towards stable housing and improved quality of life. This program will not only provide vital assistance to those experiencing homelessness but also contribute to the overall well-being and vitality of the City of Kingsport.



**Engagement is key to administering the street outreach component with the goal of moving clients from living unsheltered to shelter.**

**How will the applicant find unsheltered clients? (ex. PIT, visit encampments, community policing, city or county service agency, etc..)**

The City of Kingsport Homeless Coalition liaison and outreach worker are in the community five days a week. Coalition team members participate in the PIT count, visit encampments, and work with all local service agencies. The street outreach worker is embedded with the Kingsport City Police Department and spends time with law enforcement to provide assistance and referrals where they are needed the most.

**Unsheltered populations may require multiple contacts in order to build a relationship with the goal of moving clients into permanent housing. Outline a clear plan how the applicant will build relationships to engage unsheltered individuals? Building relationships with unsheltered individuals is crucial for effective engagement and eventual transition into permanent housing.**

The City of Kingsport's Homeless Coalition has a dedicated street outreach team comprised of individuals with experience and training in social work, mental health, substance abuse counseling, and homelessness services. Outreach team members are trained in trauma-informed care to understand and respond to the unique needs and experiences of unsheltered individuals with empathy and sensitivity. The team conducts regular street outreach sessions at predetermined times and locations known to have high concentrations of unsheltered individuals. They utilize a non-intrusive approach, respecting personal space and boundaries while offering assistance and support. The liaisons show genuine interest in their stories, experiences, and needs without judgment or pressure. By using these interactions as opportunities to listen, understand, and identify support needs. The team demonstrates reliability and consistency in providing support over time. Personalized support plans outlining steps toward housing stability and self-sufficiency are developed based on individual needs.

Efforts are made to facilitate access to a range of support services including healthcare, mental health treatment, substance abuse counseling, employment assistance, and legal aid. Caseworkers accompany individuals to appointments and provide advocacy and support.

**Explain service that Applicant will be providing.**

Individualized Support Plans:

Conduct comprehensive assessments to understand each individual's circumstances, challenges, and goals. Collaborate with individuals to develop personalized support plans outlining steps towards housing stability and self-sufficiency.

Linkage to Services:

Facilitate access to a range of support services including healthcare, mental health treatment, substance abuse counseling, employment assistance, and legal aid. Accompany individuals to appointments and provide advocacy and support throughout the process.

### Housing Navigation Assistance:

Provide intensive support in navigating the housing system, assisting with housing applications, locating affordable housing options, and securing necessary documentation. Offer ongoing guidance and advocacy to address any barriers or challenges encountered during the housing search process. Peer support and mentorship through community engagement and partnerships.

### Transportation Services

#### **Explain service that Applicant will be providing.**

Transportation is provided by accompanying individuals to appointments and providing advocacy and support throughout the process.

Also, bus passes are provided on a daily and monthly basis to assist in transportation to appointments and employment.

#### **Describe any planned expenses to be paid for with ESG funds during the upcoming program year for equipment, hardware, software, or HUD-approved or HUD-sponsored training related to HMIS.**

Of the funding allocated for HMIS, a two percent portion will be paid to the COC lead agency for HMIS access. The remaining funding will go towards the purchase of a laptop, printer and software package for the Homeless Coalition to use exclusively for ESG efforts.

#### **Explain in detail how your agency monitors for data quality. Share details of any Data Quality Plan in place.**

Data quality is the extent to which the information contained in HMIS accurately represents the real-world clients and situations intended to be described. The City's data quality process ensures that information is complete, timely, accurate, consistent, and descriptive of coverage and utilization. HMIS data is reviewed at the COC level by ARCH staff, and errors are quickly addressed to ensure quality data is created. Client information must be entered into HMIS in accordance with the data quality, timeliness and additional requirements found in the HMIS Policies and Procedures manual and implemented in the CoC Performance Standards.

#### **Describe any HMIS or data-related training provided within the agency and to CoC partner agencies.**

ARCH COC has provided HMIS training in the past. The City of Kingsport Homeless Coalition staff participates in all COC-level HMIS training.

#### **Describe efforts to provide technical assistance to partner agencies, including Victim Service Providers or those agencies who use Comparable Databases.**

The Homeless Coalition routinely helps partnering agencies with grant applications, HMIS assistance and other needs as they occur.

## CERTIFICATION OF MATCHING FUNDS

The City of Kingsport \_\_\_\_\_ certifies that the  
(Name of Applicant)

Matching supplemental funds or in-kind support contribution required by the State of Tennessee's Emergency Solutions Grants Program will be provided. Included in the application is the match source type, amount and source.

(Name and Title) Paul Montgomery, Mayor \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

**To be signed by local government official or board chairperson, as applicable.**

# HOMELESS OUTREACH COORDINATOR

Job Code:33302 / O\*Net Code:21-1099

SALARY GRADE: P40

NON-EXEMPT

*(The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.)*

## **Purpose:**

Engage individuals experiencing homelessness and assist them in accessing housing, substance abuse treatment and social services. Will accompany the Kingsport Police Department in street outreach. May engage individuals in poor living conditions and/or hazardous conditions.

## **Essential Functions:**

- Support individuals experiencing homelessness and living in the community through such activities as: - one on one contact with individuals on the streets and in emergency shelters; - advocating on behalf of clients and/or supporting them to advocate for themselves; - collaboration and coordination of services with appropriate community agencies;
- Provide resources and referrals to individuals experiencing homelessness and living in the community by liaising with community agencies and through interactions with the City of Kingsport Homelessness Consortium;
- Identify and conduct outreach in community-based resource centers such as Salvation Army, Local Churches, etc.;
- Ride along with the City of Kingsport Police Department to conduct team outreach;
- Regularly visit homeless service provider agencies to build relationships with agency staff and individuals experiencing homelessness;
- Develops and maintains excellent working relationships with community partners and work together to identify and improve processes that enhance services and outcomes for clients;
- Maintain electronic records, reports, and statistics necessary for program functioning and evaluation;
- Provide limited support to the organization by writing/assisting with grants, grant reports and participating in other fundraising activities;
- Work a flexible schedule to meet the needs of the program and clients and to be responsive to changing environmental conditions which may impact homeless people;
- Demonstrate knowledge of Non-Violent Crisis Intervention or other similar program to safely engage individuals who may be mentally ill, abusing substances or otherwise confused aggressive or hostile;
- Perform additional duties as assigned.

## **Qualifications:**

- An ability to be flexible and empathetic;
- Self-starter and ability to work independently with minimal supervision;
- Experience working with individuals who are homeless or those with multiple barriers to living independently and self-sufficiently;
- Proficiency with Microsoft programs, database tools preferred;
- Proficiency in computer skills, i.e., word processing, and spreadsheets.

## **Education and Experience:**

- Minimum of a bachelor's degree in Human Services, Criminal Justice, Psychology, Counseling or other related emphasis. Experience in counseling the homeless preferred.

Item X11.

# HOMELESS OUTREACH COORDINATOR

Physical Requirements	Amount of time			
	None	Occasionally (Up to 33% of the time)	Frequently (33%-66% of the time)	Constantly (More than 66% of the time)
Standing			X	
Walking (including rough/uneven surfaces)			X	
Sitting			X	
Fingering or manual dexterity			X	
Repetitive finger motion			X	
Lifting or exerting force		X		
Up to 10 pounds		X		
Up to 25 pounds		X		
Up to 50 pounds	X			
Up to 100 pounds	X			
Over 100 pounds	X			
Reaching and stretching		X		
Climbing and balancing		X		
Squatting and bending		X		
Kneeling and crawling		X		
Speaking				X
Hearing				X
Tasting	X			
Smelling		X		
Seeing (with correction)				X
Close vision				X
Distance vision				X
Color discrimination				X
Peripheral vision				X
Depth perception				X
Focusing ability				X
Work Environment	Amount of time			
	None	Occasionally (Up to 33% of the time)	Frequently (33%-66% of the time)	Constantly (More than 66% of the time)
Outdoor weather conditions			X	
Wet or humid conditions (weather)		X		
Extreme cold (weather)		X		
Extreme heat (weather)		X		
Fumes or air-borne particles			X	
Toxic or caustic chemicals	X			
Blood-borne pathogens		X		
Risk of fire or explosion	X			
Risk of electric shock	X			
Risk of radiation	X			
Risk of drowning	X			
Prolonged exposure to vibration	X			
Loud noise level				

Item X11.

# HOMELESS OUTREACH COORDINATOR

Special/Unusual Working Conditions			X	
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Item XI1.



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute an Agreement for E-Rate Category Two Network Equipment for FY2025-2026**

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

Action Form No.: AF-43-2025  
Work Session: February 17, 2025  
First Reading: n/a  
Final Adoption: February 18, 2025  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**

Approve the Resolution

**Executive Summary:**

At their February 11, 2025 meeting, the Kingsport Board of Education voted to recommend utilizing State of Tennessee/Tennessee Department of Education Contract 68613 with Personal Computers Systems, Inc., to enter into an agreement to purchase internal connections and basic maintenance of those connections for FY2025-2026.

Under the Federal Communication Commission’s E-Rate program, the Kingsport City Schools anticipates receiving funding assistance from the Universal Service Fund. Information regarding the selected vendor, products, and services will be submitted to the Universal Service Administrative Company. The USAC will then issue a funding commitment which discounts the cost of the equipment and services.

The quoted price for this equipment and the services is \$238,606.00 and the purchase is conditioned upon receipt of E-Rate funding through USAC covering 80% of the quoted costs.

**Attachments:**

- 1. Resolution
- 2. Agreement
- 3. Quote

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF E-RATE CATEGORY TWO NETWORK EQUIPMENT AND SERVICES THROUGH THE TENNESSEE EDUCATION BROADBAND CONSORTIUM FOR FISCAL YEAR 2025-2026 WITH PERSONAL COMPUTER SYSTEMS, INC., FOR KINGSPORT CITY SCHOOLS' USE

WHEREAS, the city desires to utilize state contract 68613 with Personal Computer Systems, Inc., (PCS) to obtain internal connections and basic maintenance of those connections; and

WHEREAS, this purchase will be made through the Tennessee Education Broadband Consortium which enables local education agencies to purchase telecommunications and information services at discounted rates through the Federal Communication Commission's E-Rate program; and

WHEREAS, the quoted price for the equipment and associated services is \$238,606.00 from PCS; and

WHEREAS, this agreement has been approved by the Board of Education and is contingent upon receiving E-Rate funding through the Universal Service Administrative Company for 80% of the quoted cost.

Now therefore,

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

SECTION I. That the agreement with Personal Computer Systems, Inc., for internal connections and basic maintenance of those connections in the amount of \$238,606.00, which is contingent on E-Rate funding, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with Personal Computer Systems, Inc., for internal connections and basic maintenance of those connections in the amount of \$47,721.20, equaling 20% of the quoted costs, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**Tennessee Educational Broadband Consortium  
Multiple Schedule/State Master Contract  
Order Form**

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc.** ("Service Provider"), for **E-Rate Category 2** purchases. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in



Attachment A to this Agreement (“Service”). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **TEBC 68613** (“Master Contract”).

Service Ordered by Customer:

**IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A**

The selected Service period is **July 1, 2025 – September 30, 2026**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

**Requested Service Commencement Date(s): TBD**

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying State Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider’s intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

**[Acknowledgements Deleted for Inclusion in this Resolution]**

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Tennessee Educational Broadband Consortium  
Multiple Schedule/State Master Contract  
Order Form**

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc** ("Service Provider"), for **E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms, and conditions set forth in **TEBC 68613** ("Master Contract").

Service Ordered by Customer:

**IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A**

The selected Service period is **July 1, 2025 – Sept 30, 2026**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

**Requested Service Commencement Date(s): TBD**

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Agreement is contingent upon receiving E-Rate Funding. Customer may opt to proceed with purchase in the absence of E-Rate funding, but this Agreement may be voided if E-Rate funding is not received. This Agreement is contingent upon Kingsport City School Board of Education approval, Kingsport Board of Mayor and Alderman approval, and issuance of a Purchase Order.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This Agreement is subject to and controlled by the provisions of the Master Contract, including any amendments as may be made from time to time.

**Customer Name:**

Print Name: City of Kingsport for its Kingsport for its Kingsport City Schools

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by: Personal Computer Systems, Inc**

Print Name: Personal Computer Systems, Inc

By: Jeremy Waller

Title: President

Date: 02/03/2025

Updated: 12/14/2020

**ATTACHMENT A**

**Quantity**

**Name of Product or Service**

PCS Quote # 221783





ERATE 2025

Quote #221783 v1



Prepared For:  
**City of Kingsport**  
 Andy Arnold  
 400 CLINCHFIELD ST  
 KINGSPORT, TN 37660  
 P: 4233782100  
 E: ayarnold@k12k.com

Prepared by:  
**Headquarters**  
 Cathy Young  
 1720 Topside Road  
 Louisville, TN 37777  
 P: 865.273.1960  
 E: cyoung@pcsknox.com

Date Issued:  
**02.03.2025**  
 Expires:  
**04.01.2025**

Internal Connections FY2025

Description	Price	Qty	Ext. Price
N201-001-BL Eaton Tripp Lite Series Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M), PoE, Blue, 1 ft. (0.31 m) - 1 ft Category 6 Network Cable for Network Device, ATM - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - 1 Gbit/s	\$2.00	48	\$96.00
N062-024-KJ-SH Tripp Lite by Eaton 24-Port 1U Rack-Mount Shielded Blank Keystone/Multimedia Patch Panel, RJ45 Ethernet, USB, HDMI, Cat5e/6 - 24 Port(s) - 1U High - Black - 19" Wide - Rack-mountable	\$28.00	2	\$56.00
N238-025-WH Eaton Tripp Lite Series Cat6/Cat5e 110 Style Punch Down Keystone Jack - White, 25-Pack, TAA - 25 Pack - 1 x RJ-45 Network Female - White - TAA Compliant	\$62.00	2	\$124.00
PDU1220 Eaton Tripp Lite Series 2.4kW Single-Phase 120V Basic PDU, 13 NEMA 5-15/20R Outlets, NEMA 5-20P Input, 15 ft. (4.57 m) Cord, 1U Rack-Mount - 13 x NEMA 5-20R - 20 - 1U 19" Rack-mountable, Zero U	\$144.00	1	\$144.00
SRWF4U36 Eaton Tripp Lite Series SmartRack 4U Low-Profile Vertical-Mount Server-Depth Wall-Mount Rack Enclosure Cabinet - For Patch Panel, Server - 4U Rack Height x 19" Rack Width - Wall Mountable - Black - Steel - 150 lb Maximum Weight Capacity - 149.91 lb Static	\$488.00	1	\$488.00
LABOR-WIRING LABOR-WIRING Services Installation of Rack and Components Labor-Wiring Services - Cabling/Wiring	\$1,078.00	2	\$2,156.00
LABOR-WIRING LABOR-WIRING Services Cat 6 Cable per 1000 ft. Labor-Wiring Services - Cabling/Wiring	\$362.00	14	\$5,068.00
LABOR-WIRING LABOR-WIRING Services Installation of cabling for Access Points Labor-Wiring Services - Cabling/Wiring	\$275.00	53	\$14,575.00
LABOR-WIRING LABOR-WIRING Services Fiber Cable per 1000 ft. Labor-Wiring Services - Cabling/Wiring	\$1,897.00	1	\$1,897.00
LABOR-WIRING LABOR-WIRING Services Installation of fiber optic cabling Labor-Wiring Services - Cabling/Wiring	\$1,419.00	1	\$1,419.00
AH-ACC-BKT-AX-TB Aerohive Mounting Bracket for Wireless Access Point	\$12.50	10	\$125.00
AP305C-FCC Extreme Networks ExtremeWireless AP 305C Dual Band IEEE 802.11 a/b/g/n/ac/ax 1.73 Gbit/s Wireless Access Point - Indoor - 2.40 GHz, 5 GHz - 4 x Internal Antenna(s) - Internal - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Bluetooth 5 - 11.28	\$277.00	37	\$10,249.00

Item XI2.





Internal Connections FY2025

Description	Price	Qty	Ext. Price
AP410C-FCC Extreme Networks ExtremeWireless AP410C Dual Band 802.11ax 7.20 Gbit/s Wireless Access Point - Indoor - 2.40 GHz, 5 GHz - 6 x Internal Antenna(s) - Internal - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet, 2.5 Gigabit Ethernet - Bluetooth 5 - 1	\$469.00	2	\$938.00
Service - Fixed Fee PS Service - Fixed Fee PS Installation and Configuration of WAP Fixed fee labor for professional services or project work.	\$50.00	39	\$1,950.00
ACC-MBO-KT-AX Extreme Networks Mounting Bracket for Mounting Bracket, Network Device, Wireless Access Point - 1	\$44.00	3	\$132.00
AH-ACC-BKT-ASM Aerohive Mounting Bracket for Wireless Access Point	\$23.00	8	\$184.00
MBO-ART03 Extreme Networks Mounting Bracket for Wireless Access Point	\$117.00	3	\$351.00
AH-ACC-STRP-MRN Aerohive Pole Mount for Network Device, Wireless Access Point - 1	\$9.00	20	\$180.00
AP460S12C-FCC Extreme Networks ExtremeWireless AP460S12C Dual Band 802.11ax 5.25 Gbit/s Wireless Access Point - Outdoor - 2.40 GHz, 5 GHz - 6 x Internal Antenna(s) - Internal - MIMO Technology - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, Gigabit Ethernet - Bluetooth 5	\$578.00	1	\$578.00
AP460S6C-FCC Extreme Networks ExtremeWireless AP460S6C 802.11ax 5.25 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - 7 x Internal Antenna(s) - MIMO Technology - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, Gigabit Ethernet - Bluetooth 5 - 15.23 W - Pole-mountable	\$578.00	19	\$10,982.00
Service - Fixed Fee PS Service - Fixed Fee PS Installation and Configuration of Outdoor WAP Fixed fee labor for professional services or project work.	\$120.00	20	\$2,400.00
XCIQ-PT0-C-EW-3YR-K12 Extreme Networks ExtremeCloud IQ Pilot + 3 Years ExtremeWorks SaaS Support - Right-To-Use Subscription License - 1 License - 3 Year - Academic New Licenses	\$204.00	59	\$12,036.00
XCIQ-PT0-C-EW-3YR-K12 Extreme Networks ExtremeCloud IQ Pilot + 3 Years ExtremeWorks SaaS Support - Right-To-Use Subscription License - 1 License - 3 Year - Academic Renewal Licenses	\$292.00	326	\$95,192.00
XCIQ-PT1-C-EW-3YR-K12 Extreme Networks ExtremeCloud IQ Pilot + ExtremeWorks SaaS Support - Right-To-Use Subscription License - 1 License - 3 Year - Price Level 1 - K-12 School, Volume	\$171.00	254	\$43,434.00
XCIQ-PT055-C-EW-3YK12 EXTREMECLOUD IQ PILOT 5500 TIER 0 FOR 3YR CLOUD SUBSCRIPTION WITH EXTREMEWORKS EXTREMEWORKS TAC OS (US K-12)	\$778.00	16	\$12,448.00
SMART1000RM1U N Tripp Lite by Eaton SmartPro 120V 1kVA 800W Line-Interactive Sine Wave UPS, 1U Rack/Vertical, WEBCARDLX Network Interface, USB, DB9, 6 Outlets - 1000 VA/800 W - 120 V AC - 4 Minute Stand-by Time - 1U Rack-mountable - 6 x NEMA 5-15R	\$1,216.00	1	\$1,216.00
SMART2200RM2U N Eaton Tripp Lite Series SmartPro 1950VA 1950W 120V Line-Interactive Sine Wave UPS - 7 Outlets, Extended Run, Network Card Included, LCD, USB, DB9, 2U Rack/Tower - 1950VA/1950W - 120 V AC - 4.50 Minute - 2U Rack-mountable - 4.50 Minute - 4 x NEMA 5-15R, 4	\$1,643.00	2	\$3,286.00
SU3000RTXLCD2U N Eaton Tripp Lite Series SmartOnline 3000VA 2700W 120V Double-Conversion UPS - 7 Outlets, Extended Run, Network Card Included, LCD, USB, DB9, 2U Rack/Tower - 2U Rack-mountable - 4.10 Minute Stand-by - 120 V AC Input - 100 V AC, 110 V AC, 115 V AC, 120 V AC	\$2,812.00	4	\$11,248.00

Item X12.



Internal Connections FY2025

Description	Price	Qty	Ext. Price
Service - Fixed Fee PS Service - Fixed Fee PS Installation and Configuration of UPS Fixed fee labor for professional services or project work.	\$300.00	7	\$2,100.00
SRWALLBRKT4U Eaton Tripp Lite Series SmartRack 4U Vertical Wall-Mount Rack Bracket - Black	\$87.00	2	\$174.00
LABOR-WIRING LABOR-WIRING Services Installation of Racks and Components Labor-Wiring Services - Cabling/Wiring	\$250.00	2	\$500.00
Service - Fixed Fee PS Service - Fixed Fee PS Miscellaneous Installation and Configuration. Travel, AP Labeling, Lift Rental Fixed fee labor for professional services or project work.	\$120.00	24	\$2,880.00
Subtotal:			<b>\$238,606.00</b>

Quote Summary	Amount
Internal Connections FY2025	\$238,606.00
Total:	<b>\$238,606.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

<b>Acceptance</b>	
<p><b>Headquarters</b></p>  <p><u>Cathy Young</u></p> <p>Cathy Young _____ Signature / Name</p> <p>02/03/2025 _____ Date</p>	<p><b>City of Kingsport</b></p>  <p>Andy Arnold _____ Signature / Name</p> <p style="text-align: right;">Initials</p> <p>_____  Date</p>

Item XI2.

**CONTRACT**

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> January 1, 2021	<b>End Date</b> December 31, 2025	<b>Agency Tracking #</b> 33104-00420	<b>Edison Record ID</b> 68613		
<b>Contractor Legal Entity Name</b> Personal Computers Systems, Inc.			<b>Edison Vendor ID</b> 0000071614		
<b>Goods or Services Caption</b> (one line only) E-Rate Category 2					
<b>Contractor</b> <input checked="" type="checkbox"/> Contractor		<b>CFDA #</b>			
<b>Funding</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2022	\$47,000.00				\$47,000.00
2023	\$47,000.00				\$47,000.00
2024	\$47,000.00				\$47,000.00
2025	\$47,000.00				\$47,000.00
2026	\$47,000.00				\$47,000.00
<b>TOTAL:</b>	<b>\$235,000.00</b>				<b>\$235,000.00</b>
<b>Contractor Ownership Characteristics:</b>					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> Competitive Selection		RFQ conducted. RFQ # 33104-00420			
<input type="checkbox"/> Other					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
<b>Drew Harpool</b>		Digitally signed by Drew Harpool DN: cn=Drew Harpool, o=Tennessee Department of Education, ou=Finance, email=drew.harpool@tn.gov, c=US Date: 2020.11.18 08:59:23 -06'00'			
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE DEPARTMENT OF EDUCATION  
AND  
PERSONAL COMPUTERS SYSTEMS, INC.**

This Contract, by and between the State of Tennessee, Tennessee Department of Education ("State") and Personal Computers Systems, Inc. ("Contractor"), is for the provision E-Rate program for Tennessee Local Education Agencies - category two, internal connections, basic maintenance of internal connections, and managed internal broadband services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation  
Contractor Place of Incorporation or Organization: Tennessee  
Contractor Edison Registration ID # 0000071614

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Basic Maintenance of Internal Connections ("BMIC"): E-Rate support includes basic maintenance and technical support appropriate to maintain reliable operation for eligible broadband internal connections. The following basic maintenance services are eligible: Repair and upkeep of eligible hardware, wire and cable maintenance, configuration changes, basic technical support including online and telephone-based technical support, and software upgrades and patches including bug fixes and security patches.
  - b. Caching ("Caching"): Caching is defined as a method that stores recently accessed information. Caching stores information locally so that the information is accessible more quickly than if transmitted across a network from a distance.
  - c. Category 2 ("Category 2"): One of two service categories defined in the FCC's Eligible Services List. This category focuses on broadband products/services within a school building or LEA. There are three (3) sub-categories of Category 2: Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services.
  - d. Charter School ("Charter School"): A Charter School is a publicly funded independent school established by teachers, parents, or community groups under the terms of a charter with a local Tennessee LEA.
  - e. Eligible Services List ("ESL"): The Eligible Services List is released by the FCC prior to the opening of the Form 471 application filing window opens. This list contains a description of the products and services that will be eligible for discounts, along with additional helpful information such as eligibility conditions for each category of service for each specified funding year.
  - f. E-Rate ("E-Rate"): E-Rate is the Schools and Libraries Program funded via the Universal Service Fund and administrated by USAC. The E-Rate program is responsible for the discounts funding provided to schools and libraries across the nation for procurement of broadband services to the building and into the school and/or classroom.



- g. Federal Communications Commission (“FCC”): The Federal Communications Commission is an independent agency of the United State government created by statute (47 U.S.C. §151 and 47 U.S.C. § 154) to regulate interstate communications by radio, television, wire, satellite, and cable.
- h. Form 471 (“Form 471”): Form 471 is the Services Ordered and Certification Form and is the form by which E-Rate applicants requested discounts for eligible products and/or services. This form is required to be filed annually during the Form 471 application window.
- i.. Form 472 (“Form 472”): Form 472 is the Billed Entity Applicant Reimbursement (BEAR) form which is used by the Billed Entity to request E-Rate discount reimbursement for eligible products/services received on or after the effective date of discounts and already paid for by the applicant.
- j. Form 473 (“Form 473”): E-Rate service providers file an FCC Form 473 (Service Provider Annual Certification {SPAC}) to certify they are compliant with Schools and Libraries (E- Rate) Program rules. Service providers must have a SPAC Form on file for each funding year they participate in the E-Rate Program and for each Service Provider Identification Number (SPIN and/or Form 498 ID). This form is required by the program in order for invoices to be paid to the service provider.
- k. Form 498 (“form 498”): Form 498 is the Service Provider Identification Number and General Contract Information Form and is used to collect contract, remittance, and payment information for service providers that receive support from the federal universal service programs. If an applicant opts to use Form 472 for reimbursement of their approved discounts, they too are required to complete FCC Form 498.
- l. Internal Connections (“IC”): Internal Connections is support limited to the internal connections necessary to bring broadband into, and provide it throughout, schools. These are broadband connections used for educational purposes within, between, or among instructional buildings that comprise a school campus or a LEA (a collection of school campuses).
- m. Local Area Network (“LAN”): Local Area Network is a network that connects computers and other devices in a relatively small area, typically a single building or a group of buildings (such as a District).
- n. Local Education Agency (“LEA”): For the purposes of the Contract, Local Education Agency is the term used to collectively refer to all Tennessee public Local Education Agencies, Charter Schools, State schools, the Achievement School District, the Department of Children’s Services, and library systems in the State of Tennessee.
- o. Red Light Status (“Red Light Status”): A Red Light Status indicates a company has one or more delinquent bills that will prevent the company from conducting business with the government. If you have one or more delinquent bills that were paid and are currently being processed, a Red Light Status will display.
- p. Schools and Libraries Division (“SLD”): Schools and Libraries Division is a division of USAC that administers the E-Rate Program.
- q. Scope of Work (“SOW”): A Scope of Work is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party. The SOW should also contain a timeline for all deliverables.
- r. Universal Service Administrative Company (“USAC”): An independent, not-for-profit corporation created by the FCC to administer the four (4) universal service programs

(Schools and Libraries, Rural Health Care, Lifeline, High Cost) which help provide communities across the country with access to affordable telecommunications services.

A.3. Internal Connections Products and Services. The Contractor shall reply to Category 2 mini-bid process issued by LEAs as part of their pre-Form 471 application process and provide competitive pricing on one or more of the following component categories for which the Contractor has been qualified by the State to provide. Per the FCC's 2019 ESL, the following components, services, and miscellaneous notes are included for reference as follows:

- a. Antennas, connectors, and related components used for internal broadband connections
- b. Cabling
- c. Caching
- d. Firewall services and firewall components
- e. Racks (housing eligible equipment)
- f. Routers
- g. Switches
- h. Uninterruptible Power Supply (UPS)/Battery Backup (basic only and supporting eligible equipment)
- i. Access points used in a Local Area Network or wireless Local Area Network environment (such as wireless access points)
- j. Wireless controller systems
- k. Installation of eligible components at eligible locations
- l. Training of eligible users for eligible components of Internal Connections (must occur coincident with installation of components and cannot be a stand-alone request)
- m. Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries (applicants should request software in the same category as the associated service being obtained or installed)

Functionalities listed above that can be virtualized in the cloud, and equipment that combines eligible functionalities, like routing and switching, are also eligible.

A manufacturer's multi-year warranty for a period up to not more than three (3) years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component. Additional warranty periods beyond three (3) years should be a separate item identified in the catalog.

A caching service or equipment that provides caching, including servers necessary for the provision of caching, is eligible for funding.

A.4. Basic Maintenance of Internal Connections. For purposes of this Contract, the Contractor shall provide Basic Maintenance of Internal Connections related to basic technical support including online and telephone-based technical support, software upgrades and patches including bug fixes and security patches for eligible equipment at eligible locations.

A.5. Managed Internal Broad band Products and Services (" MIBS" ). The Contractor shall provide solutions for one or both of the MIBS options described below:

a. The Contract shall provide a maximum cost (either per month or a one-time annual cost) for a leased equipment MIBS solution. In this model, the school or library would lease the equipment from the Contractor. The Contractor shall provide all labor and materials, including but not limited to, switching equipment, access points, cabling, and connectors required to facilitate a complete solution that provides connectivity throughout eligible locations. The Contractor will be responsible for installation, management and maintenance of the internal wired or wireless access solution.

b. The Contractor shall provide a maximum cost (either per month or a one-time annual cost) for an LEA-owned equipment MIBS solution. In this model, the school or library shall own or provide the equipment. The Contractor will be responsible for management and maintenance of the internal wired or wireless access solution. The school or library shall be responsible for the procurement and installation of equipment and materials required to provide the service.

- c. Proposed solutions must include all work elements necessary to provide a complete solution that delivers broadband connectivity into the classroom.
- d. The Contractor shall be responsible for providing all training for facility personnel required to properly use the MIBS solution as a daily service within the facility. This training shall include all information and procedures required to request support from the Contractor in the event of a system failure.
- A.6. FCC Compliance. The Contractor shall maintain compliance with all FCC rules and USAC procedures with regard to participation in the E-Rate program.
- A.7. Mini-Bid Process. The Contractor shall participate in a mini-bid process as described on USAC's website and as described on the State's mini-bid information page (<https://www.tn.gov/education/district-technology/erate.html>) as part of the LEAs FCC Form 471 filing.
- a. Costs submitted during the mini-bid on individual items shall not exceed the costs published in this Contract and included in the accompanying catalog. Published costs will be an upper limit or ceiling. Costs can be submitted during the mini-bid processes that are lower than the published costs.
- b. Contractors may not submit pricing for items or services that are not explicitly contained within the catalog provided upon award of a qualified contract. Contractors found to be in violation of this provision are subject to removal from the list of qualified contractors.
- c. In accordance with FCC regulations and USAC guidance, cost of the eligible goods/ services will be the most heavily-weighted factor in the mini-bid evaluation matrix.
- d. Schools and libraries shall develop an evaluation matrix based various criteria other than price alone. The evaluation matrix may include local requirements with the understanding that if a conflict exists between local procurement regulations and USAC guidance, the most restrictive of the regulations prevail.
- A.8. Scope of Work (SOW). The Contractor shall provide a Scope of Work document outlining the costs and procedures to achieve the service/product solution in response to a mini-bid solicitation for a specific facility or group of facilities within a LEA. LEAs may elect to provide services to part or all of their constituent facilities.
- a. The SOW shall clearly identify the total cost for the proposed solution and demonstrate that the overall solution does not exceed the per unit maximum cost presented by the Contractor in Attachment B.
- b. The SOW shall clearly identify the model (owned or leased equipment) that will be used for the solution.
- c. The SOW will clearly describe all labor and equipment costs required to completely deploy the solution as requested by the school or library.
- d. The SOW will clearly describe the escalation procedures to address service issues after deployment including a list of response times for multiple issue severity tiers.
- e. The SOW will have signatures from both the Contractor and the authorized personnel accepting the solution description and timeline for deployment.
- A.9. Lowest Corresponding Price. The Contractor shall comply with the FCC's Lowest Corresponding Price rule and not charge a price above the LCP for E-Rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFS Section 54.500(f). Contractor may refer to USAC guidance additional information.

- A.10. Quantity. Service/product demand may be increased or decreased during the period that this Contract is in effect, including voluntary extension periods. While the State anticipates that long term service demands to expand, there may be some situations where buildings close or may need to reduce the quantity of service they receive. The Contractor shall cooperate with the LEA to reduce services in the case of building or school closure.
- A.11. Records Retention. Contractor shall maintain all records of services provided under the resulting contract for a period of no less than 10 years from the last date of service in the fiscal or funding year in which a contract is in place in accordance with FCC rules. This documentation shall be digitally archived and be made available at the request of the State or LEA or other agencies such as auditors, etc.
- A.12. Contractor Standing. The Contractor must be in good standing with the FCC, have no debts outstanding that are owed to the government and must not be on Red-Light Status. The Contractor must immediately notify the State in any event that the Contractor is notified that it has been assigned Red-Light Status and must take immediate measures to cure its Red Light Status. The Contractor's Red-Light Status may constitute a material breach of contract and the State may exercise its rights under Section D.6. Termination for Cause. Red-Light Status can be checked via the Red-Light Display System at <https://apps.fcc.gov/cores/userLogin.do>.
- A.13. Contractor Registration. The Contractor shall annually submit to the SLD, a completed Form 473, Service Provider Annual Certification Form, which is a program requirement. The Contractor shall provide a copy of the completed Form 473 to the State upon request.
- A.14. Audit and Review Support. The Contractor shall cooperate with LEA and SLD/USAC during audit exercises by providing documentation about services provided and related invoicing information including details of calculations used to produce said invoices.
- A.15. On-Premise Security. All Contractor personnel assigned to this Contract shall be required to carry company picture IDs while on-site, and on-premise visits must be authorized by site contact person. These steps must be consistent with current security practices and those practices instituted by the LEA to ensure the safety of its students.
- A.16. Provide Catalog. The Contractor must provide information for the product catalog that contains maximum/ceiling prices for goods/services for which the Contractor is authorized to provide. Updates to the Contractor's catalog may be requested for manufacturer substitutions by emailing [Erate.vendor@tnedu.gov](mailto:Erate.vendor@tnedu.gov) to request the substitution. The Contractor must ensure that any updates to their catalog meet E-Rate eligibility guidelines and verification of eligibility must be included in the request. The state will provide written approval, via email, for all approved substitutions.
- A.17. Quarterly Sales Reporting. The Contractor shall provide the State quarterly sales reports to [Erate.vendor@tnedu.gov](mailto:Erate.vendor@tnedu.gov) and the quarterly reports should align with the State's fiscal year. The reports shall be produced as a csv (or similar) and, at a minimum, include the name and billed entity number of the customer, a detailed list of the service or equipment purchased, and total amount associated with the project.
- A.18. Annual meetings. The Contractor shall attend any program meetings designated by the State as required. The Contractor may attend in-person or virtually. Notification of these meetings will be sent to the Contractor's contact on file with the State's contact as noted in Section D.2.
- A.19. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Catalog item warranty or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract

throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.20. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on January 1, 2021 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two-hundred and thirty-five thousand dollars (\$235,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
  - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
See Attachment B for catalog	

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Steven Sanders  
 Director, District Technology  
 Andrew Johnson Towers, 10<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
[Steven.Sanders@tn.gov](mailto:Steven.Sanders@tn.gov)

The address above pertains to purchases by State. All other invoices shall be sent to the purchasing LEA.

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Department of Education, Office of State
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer)
  - ;
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice

period. b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Steven Sanders  
 Director, State Technology  
 Andrew Johnson Towers, 10<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243

Steven.Sanders@tn.gov  
Telephone # 615-693-0207

The Contractor:

Dan Spear, Vice President  
Personal Computers Systems, Inc.  
1720 Topside Road  
Louisville, TN 37777  
grants@pcsknox.com  
Telephone # 865.304.9351

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.



- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, pandemics, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.

- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A and B;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified

in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance

Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

- a. Commercial General Liability ("CGL") Insurance

Item XI2.
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- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-

405. c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.3. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.4. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.5. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.



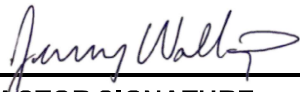
Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement resulting from the services. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

**PERSONAL COMPUTERS SYSTEMS, INC.**

**JEREMY WALDROOP:**

	10/29/2020
_____ CONTRACTOR SIGNATURE	_____ DATE

JEREMY WALDROOP, PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

**Dr. Penny**

**Schwinn\_jc**  
COMMISSIONER, PENNY SCHWINN

Digitally signed by Dr. Penny Schwinn\_jc  
 DN: cn=Dr. Penny Schwinn\_jc, o, ou,  
 email=joanna.pattens@tn.gov, c=US  
 Date: 2020.11.18 10:33:20 -06'00'

**ATTACHMENT A***(Fill out only by selected Contractor)***ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	68613
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Personal Computers Systems, Inc.
<b>EDISON SUPPLIER IDENTIFICATION NUMBER</b>	0000071614

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

Jeremy Waldroop

**PRINTED NAME AND TITLE OF SIGNATORY**

10/29/2020

**DATE OF ATTESTATION**

## ATTACHMENT B

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See the attached catalog.

*Item X12.*



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Two (2) Starlite Transit Buses from the Commonwealth of VA Contract # CTR017836**

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

Action Form No.: AF-44-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Committee  
Presentation By: R. McReynolds

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase Two (2) Starlite Transit Busses from Sonny Merryman, Inc. utilizing Commonwealth of VA State Contract # CTR017836 for use by KATS. The Commonwealth of Virginia Contracts are available for local government agencies to use both inside and outside of the Commonwealth. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 7-8 months after purchase orders are received.

\$135,746.00      Unit Cost  
\$271,492.00      Total Purchase Price

Please see the attached recommendation memo for additional information & Commonwealth of VA Contract Summary.

These units are fleet replacements.

Funding is identified in Project/Account # FTA028 123-5901-602-9006  
Federal Shares 85%; State Shares 7.5%; Local Shares 7.5%

**Attachments:**

- 1. Resolution
- 2. Recommendation Memo
- 3. Quote
- 4. VA Contract Summary

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

Item X13.

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

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO STARLITE TRANSIT BUSES FROM SONNY MERRYMAN, INC. UTILIZING COMMONWEALTH OF VIRGINIA STATE CONTRACT NO.: CTR017836 FOR USE BY THE KINGSPORT AREA TRANSIT SERVICE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA AND PURCHASE ORDERS TO SONNY MERRYMAN, INC. FOR THE SAME

WHEREAS, staff recommends purchasing two (2) Starlite transit busses from Sonny Merryman, Inc. utilizing Commonwealth of Virginia State Contract # CTR017836 for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, Tenn. Code Ann. §12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of vehicles manufactured for a special purchase when such participation is permitted by the laws of the jurisdiction which originally procured the equipment permits the joint exercise of purchasing authority in accordance with an agreement entered into between or among the participants; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1208 buses with a capacity exceeding 22 passengers used to provide public transportation are included within the category of vehicles manufactured for a special purchase; and

WHEREAS, the Commonwealth of Virginia Contracts are available for local government agencies to use both inside and outside of the Commonwealth; and

WHEREAS, the city will need to submit a purchase order to Sonny Merryman, Inc., as set out in Commonwealth of Virginia State Contract # CTR017836 for out of state purchases in the amount of \$271,492.00 for the purchase of two (2) Starlite Transit Buses; and

WHEREAS, the funding is available in project/account no: 123-5901-602-9006

Now therefore,

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

SECTION I. That the city manager is authorized to execute all documents necessary and proper to effectuate purchases through Commonwealth of Virginia State Contract # CTR017836.

SECTION II. That the city manager is authorized to execute a purchase order to Sonny Merryman, Inc., through the process set out in the contract for out of state purchases, for the purchase of two (2) Starlite Transit Buses in the amount of \$271,492.00 for use by the Kingsport Area Transit Service (KATS).

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

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

ADOPTED this the 18th day of February, 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:** January 24, 2025  
**Re:** Fleet Replacement units 2386 and 2387 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units 2386 and 2387 for the total purchase price of \$271,492.00 (\$135,746.00 each). These units meet the expectations of the KATS and will fulfill the requirements of their operational needs. These units will be purchased through the Commonwealth of Virginia Contract # CTR017836. A copy of the Commonwealth of Virginia Contract is attached. The estimated delivery is 7-8 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	STARLITE TRANSIT BUS	SONNY MERRYMAN, INC	N/A City/N/A Hwy

### These unit will be a Fleet Replacements

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

The Commonwealth of Virginia offerings were reviewed by Chris Campbell and he is in agreement with this recommendation.

### Fuel Economy Improvement

**Commonwealth of Virginia Contract # CTR017836**

### Replacements

2386	2017 FORD E-450	159,227	Miles
2387	2017 FORD E-450	140,501	Miles

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

Thank you.

**FUNDING SOURCE:**



**CONTRACT NUMBER:** CTR017836

**VENDOR:** Sonny Merryman, Inc.  
Post Office Box 495  
Rustburg, VA 24588  
1-800-533-1006 Ext.8606  
Attn: Chad Seals

**Ship To:** Kingsport Fleet Maintenance  
625 W. Industry Dr.  
Kingsport, TN. 37660  
Attn: Timothy Land  
(P)(423) 224-2612  
TimothyLand@KingsportTN.gov

**Invoice To:** Fleet Maintenance  
625 W. Industry Dr.  
Kingsport, TN. 37660

**FOR THE FOLLOWING EQUIPMENT:**

<b>9 x 2 BOC/Lift</b>	Ford Gas	<b><u>COLORS</u></b>
<b><u>VEHICLE NUMBER</u></b>	2 units @	<b><u>EXTERIOR:</u></b>
<b>TOTAL UNIT COST:</b>	\$111,915.00	Solid White

**OPTIONS:**

Add (1) mid back seat	\$581.00
retractable seat belts	\$882.00
Seat sliders	\$462.00
Fiberglass interior walls vs. standard	\$1,355.00
Level 4 seat covers	\$1,125.00
LED upper mounted brake light	NC
LED clearance lights	NC
Rosco reverse camera	NC
Electric entrance door vs. Std.	NC
Safety Vision (8) camera system	\$7,696.00
Driver barrier	\$1,465.00
Extended valve stems	\$126.00
Sportworks DL2 bike rack	\$4,270.00
Transign front destination sign	\$5,621.00
Vehicle Cost with options:	\$135,498.00

**Quote date 1/08/25**

**ETA after receipt of PO - 210 days**

4.15% DMV TAX

**MILEAGE:** \$248.00

**TOTAL COST:** \$135,746.00 \$271,492.00

**NAME ON VEHICLE:** TBD

**INTERIOR:** Gray

**Title Information:**

**FIRST LIEN HOLDER :**



# ▶ The Starlite Transit Series | **STARCRAFT BUS**

a division of Forest River, Inc.



## ▶ Value-Packed with Superior Fuel Economy, Narrow-Body Bus

The Starlite Transit is the perfect solution for those in the market for a smaller shuttle bus or an alternative to a van. The Starlite Transit, with its narrow body and long list of standard features, can accommodate a variety of needs. Drivers will appreciate the improved visibility the Starlite Transit offers with super starview window and the well-designed driver's area.

Passengers will be able to enter and exit the Starlite with ease due to the 10" ground to first step, wide entry door, and the deep entry steps. Once on board, the passengers can comfortably move throughout the bus with its 20" aisle and 76" of interior head room. When passengers are seated, they will have an appreciable view through the 36" x 36" windows. This, combined with the previously mentioned features, make the Starlite Transit the most spacious shuttle bus in its class.

## ▶ Starlite Transit Features | Features to Meet Your Specific Needs



Comfortable and easily-accessible driver's area



Spacious interior with mid-backseats and wheelchair lift



Attractive and convenient driver control panel

# ▶ The Starlite Transit Series

**STARCRAFT BUS**  
a division of Forest River, Inc.

## ▶ Standard Exterior Feature Highlights

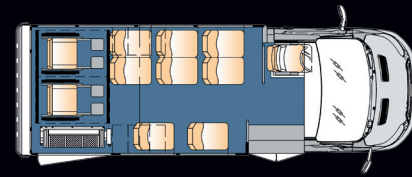
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- 10" ground to first step at entry door
- 109" overall exterior height (depending on options)
- "Super Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" high x 36" wide high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side and skirts
- Fiberglass front and rear cap
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Drip rail over all windows and passenger door openings
- LED front and rear marker lights
- LED stop, tail, and turn signal lights including back-up lights.
- Exterior graphics package available in three colors (blue, green, or burgundy)

## ▶ Standard Interior Feature Highlights

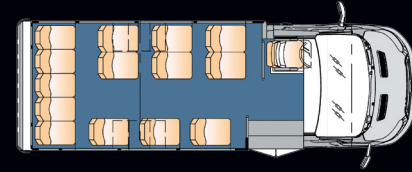
- 81" interior width
- 76" interior floor to ceiling height
- Welded floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights

## ▶ Popular Option Highlights

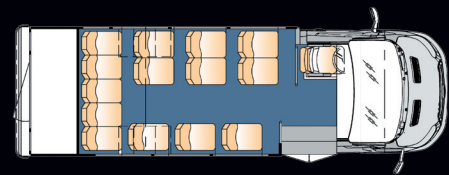
- Stainless steel wheel inserts
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Bonded windows
- ADA and FMVSS compliant wheel chair lifts and securement systems



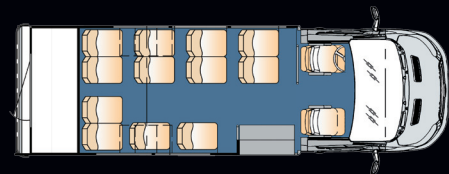
8 Passenger Two Wheelchairs Plus Driver



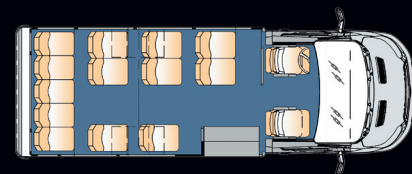
14 Passenger Plus Driver



14 Passenger Plus Rear Luggage Plus Driver



13 Passenger Plus Rear Luggage Plus Driver



14 Passenger Plus Driver

Starcraft Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

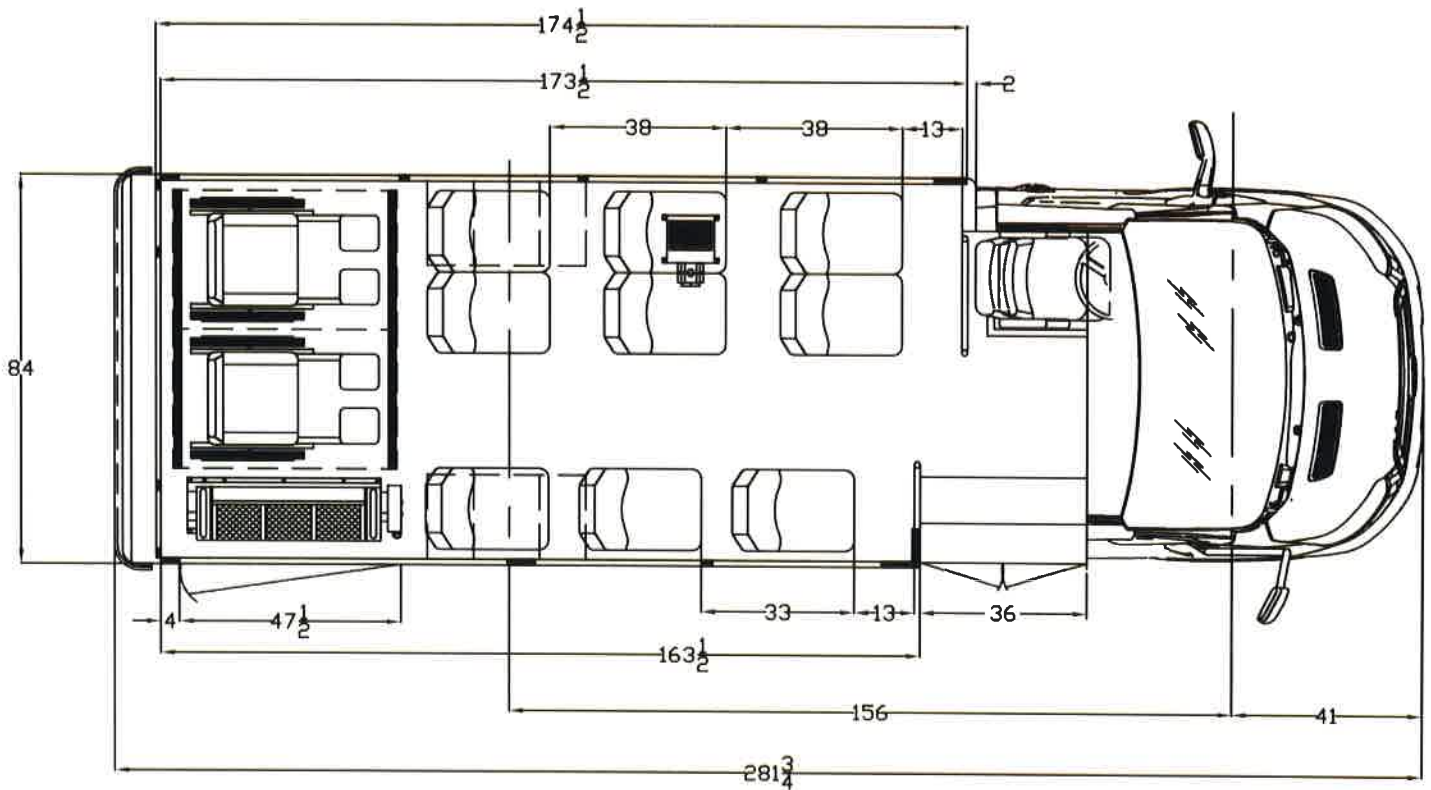
Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.

**STARCRAFT BUS**  
a division of Forest River, Inc.

2367 Century Drive • Goshen, IN 46528 • Lit. No. SCB-21R/101515  
440 • Fax: 574.642.3301 • [www.starcraftbus.com](http://www.starcraftbus.com)

Item X13.



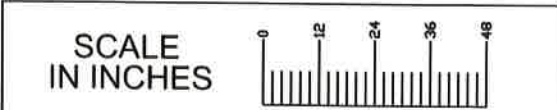


NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
 TRANSIT 10,360 GVWR  
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON  
 RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
 OPTIONAL EQUIPMENT MAY BE SHOWN.  
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

\_\_\_\_\_  
 CUSTOMER SIGNATURE



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		<b>STARCRAFT BUS</b> <small>a division of Forest River, Inc.</small>	
VOID	OTHER	DATE: 09/15/15	TITLE:
± 1/8"	± 1/16"	NAME: JPC	9 2 WC 156 WB MODEL 22 TRANSIT
± 1"	± 1/2"	DWG. No. 9 2 WC 156 174 USA	

Item X13.

**CTR017836 - Specifications & Pricing Schedule**  
**11 Passenger to 27 Passenger BOC Paratransit Bus**

**Dealer Name:** Sonny Merryman, Inc.

This specification is for a 2023, or most current production model year, 11 passenger (8-passenger plus 2 wheelchairs and driver) to 27 passenger (24-passenger plus 2 wheelchairs and driver) body on chassis paratransit bus. The specifications are written to meet the needs of the Commonwealth of Virginia and the Department of Rail and Public Transportation (DRPT); however, the contract resulting from this bid will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature. If, prior to the IFB due date and time, the Manufacturer revises its standard or optional features that result in a conflict with any Base Vehicle Specification Description contained herein, the Bidder must submit their bid based on the manufacturer's most current standard feature. Bidders must document equivalence to the specification to clearly explain the changes made by the manufacturer, include any Order/Option Code updates, and provide supporting documentation. In no other case shall changes to the Base Vehicle specifications be made by the bidder.

If, prior to the IFB due date and time, any Options (Add-on/Deletes) specified in the pricing schedule (factory or dealer installed) are modified or discontinued by the Manufacturer, the bidder may submit their bid notating the Manufacturer's changes, additions or deletions. In no other case shall changes to the Options specified be made by the bidder. Bidders may include other Options (Add-ons and Deletes) and Local Government Additional Options as instructed in the Solicitation and Attachments.

Vehicles and equipment must conform to the BASE VEHICLE requirements set forth in the pricing schedule and as required in Attachment A. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in the Federal Register Vol. 56, No 173 of September 6, 1991, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a 11-27 passenger body on chassis paratransit bus are as follows:

Manufacturer/Model: Starcraft Starlite With Ford Transit 350 Cutaway Chassis 11 Passenger BOC						
	Model Number/Order Code	Description	MSRP BASE PRICE	Delivery Price (flat fee) (Ref. Attachment A., Section IV. Scope of Work)	Contract Base Price (Includes flat fee delivery)	Year Model 2022 or current production model year
<b>BASE VEHICLE PRICE</b>	Starcraft Starlite	<b>11 Passenger BOC</b>	\$ 124,350.00	\$ 225.00	\$ 111,915.00	2024
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
<b>ADDITIONAL SPECIFICATIONS: Bidders shall fill out the below section. Failure to fill out this section shall result in your bid being non-responsive!</b>						
Feature	Description		Meets Specs? Y/N	Comments		
GVWR	State Vehicle GVWR: 10,360 lbs		Y			
Wheelbase	State Vehicle Wheelbase: 156"		Y			
Engine	Gasoline to be a minimum of 3.5 liters and a maximum of 7.3 liters. (Gasoline, Diesel, CNG); Standard Gas 3.5 Liter - Please provide any other engine options: See Options		Y			
Overall Vehicle Length (Bumper to Bumper)	State Vehicle Length: 260"		Y			
Overall Exterior Width	State Vehicle Width: 84"		Y			
Exterior Height	State Vehicle Height (Not including Roof Hatch or AC): 110"		Y			
Axle/Springs/Frame	As required for vehicle GVWR		Y			
Ground to Step Threshold	Maximum of 13.0" +/- 1" : 11"		Y			
Interior width at Seat Level	Minimum 80" : 81"		Y			
Interior Height	Minimum 75" at center aisle : 76"		Y			
Front Axle	Equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.		Y			
Rear Axle	Equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.		Y			
Shock Absorbers	Heavy-duty type to give maximum trouble free life in transit operations. Shall be load rated and the heaviest duty available		Y			
Suspension	The suspension system shall be the standard unmodified OEM suspension and be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.		Y			

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<b>Drive Shaft</b>	Rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.	Y	
<b>Exhaust System</b>	Equipped with corrosion resistant muffler. No Flex tubing shall be used between the engine and the muffler	Y	
<b>Fuel Sending Unit</b>	Included as standard feature	Y	
<b>Fuel Sending Unit Interior Access Panel In Floor:</b>	Standard feature	Y	
<b>Instruments:</b>	Mounted in the instrument panel forward of the driver and in full view while in the driving seated position. Gauges: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. Warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.	Y	
<b>Parts List</b>	Provide complete <b>AS BUILT</b> parts list for all items, including body panels, added by the body manufacturer. The list shall be made available to the recipient via electronic customer specific data portal.	Y	As Amended
<b>Lighting</b>	Shall conform to the specifications as outlines in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting	Y	
<b>Directional Signals</b>	Shall be in compliance with FMVSS and state statutes.	Y	
<b>Controls and Switches</b>	Permanently labeled for quick and unmistakable identification; lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) included on a control panel mounted to the engine cover or on a molded housing above the windshield trim within easy reach of the driver.	Y	
<b>Insulation</b>	Roof, sides and rear doors including front and rear cab area must be insulated with polystyrene with minimum R factor of 6.	Y	
<b>Rust Protection / Under Coat</b>	Base body steel cage powder-coated and 1500-hour salt spray test after fabrication, prior to final assembly.	Y	As amended
<b>Mud Deflectors</b>	Mud flaps mounted to both front and rear wheel wells.	Y	
<b>Interior</b>	Panels, materials and treatments shall be flame retardant meeting requirements of FMVSS 302. Headliner, sidewalls and cab liner manufactured with antimicrobial fiberglass reinforced plastic.	Y	As Amended
<b>Floor Plan</b>	All bidder shall submit a floor plan drawn specifically for this procurement, drawn to scale and indicate hip to knee dimensions.	Y	Floor Plan Included in Submittals
<b>Tires</b>	Manufacturer's standard tires with standard wheels. Wheels may be alloy type or steel with covers/hub caps. All primary tires and wheels shall be identical (i.e., no cross brands or models). Matching spare tire and wheel	Y	As Amended Regarding Hub Caps
<b>Mirrors</b>	Heated, remotely operated exterior rear view mirrors. One interior rear view mirror shall be included factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.	Y	
<b>Bumpers</b>	Provided at both front and rear of the vehicle. Wrap around the body sufficiently to give protection against impact at the body corners. Front bumper supplied by the chassis OEM and include a chrome finish. Rear bumper wrap around style and constructed of 10-gauge steel, powder coated black. Bumper brackets are to be bolted to the chassis frame.	Y	
<b>Windshleld wipers / Washers</b>	To be manufacturer's standard for the vehicle involved. A FOUR (4) -position switch having OFF, INTERMITTENT, LOW and HIGH positions shall control wipers.	Y	
<b>Sun Visor</b>	Padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device shall hold it securely in either location and in any position during travel over rough road surfaces	Y	

License Plate Bracket	Vehicle preconfigured for front and rear license plates or equipped with front and rear license plate brackets	Y	
Towing Devices	Attachment points (2) at the rear. Towing devices adequate in design and construction to permit towing the vehicle without distortion or failure.	Y	
Safety Equipment	Mounted in a location within the vehicle approved by DRPT so as to not interfere with the driver or passenger: 16 unit Virginia Bus First Aid Kit to include the following: (2) Band Aids, (3) 4" Bandage compress, (2) 2" Bandage compress, (2) Triangle Bandage, (2) 4" Gauze compress, (1) Bee Sting swabs, (2) Zeph chloride swabs; Fire extinguisher, 5# ABC type; Warning triangles, reflective type (3) units; webcutter; OSHA approved Body Fluid Clean Up Kit	Y	
Driver's Privacy Glass	Lexan or Plexiglass driver's privacy glass to be mounted on the stanchion behind the driver	Y	
Priority Seating Signs	Shall conform to the specifications as outlines in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.	Y	
Interior Circulation, Handrails and Stanchions	Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans, and Systems 38.29 Interior circulation, handrails and stanchions.	Y	
Front End Alignment	Final front-end alignment at dealer location before delivery. Printed before and after readings to be included.	Y	
Keys	Two (2) complete sets of keys shall be furnished with each vehicle, to include two key fobs for power locks if functions are not integral with keys. If applicable, provide vehicle key codes.	Y	
Radio	Manufacturer's basic; minimum of AM/FM/CD stereo radio with a digital clock feature and a minimum of four (4) speakers.	Y	
Color	Manufacturer's Standard Choices	Y	White
Heater	Fresh air type front hot water heater with defroster, located in front of passenger compartment, operated from driver's seat	Y	
Rear Heater	Minimum of 40,000 BTU/hour controlled from driver's position, located to not adversely affect wheelchair tie down area. A shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.	Y	
Air Condition	State AC System: TA71 Tie-In 45K TA71 Evaporator SMC2S Condenser	Y	

OPTIONAL EQUIPMENT	Model Number/Order Code	Description	MSRP BASE PRICE	Contract Base Price
Please list all optional equipment, additional safety options, paint schemes and accessories below that your firm can provide beyond the factory options.				
Diesel Engine	6.7DE	Diesel Available On 27 Passenger Only	\$ 13,060.00	\$ 11,755.00
CNG Engine		Call Dealer for Pricing and Availability	\$ -	\$ -
Hybrid		Call Dealer for Pricing and Availability	\$ -	\$ -
Gerflor Base Floor Colors Other Than Black	GFFC	Floor Colors Other Than Standard Black - Does Not Include Simulated Wood Grains	\$ 817.00	\$ 735.00
Marine Grade Plywood Sub Flooring	MGPFP	3/4" Marine Grade Plywood Vs Standard 5/8" Untreated	\$ 972.00	\$ 875.00
Full Body Paint	FBP	Full Body Paint Other Than Standard White (Does Not Include Black)	\$ 10,383.00	\$ 9,345.00
Heavy Duty Driver's Step	HDDS	Driver Aid - Driver Can Safely Enter The Cab	\$ 628.00	\$ 565.00
Stainless Steel Bicycle Rack	SSBR	Two Position Stainless Steel Bicycle Rack - Installed	\$ 5,883.00	\$ 5,295.00
Romeo Rim Rear Bumper	RRRB	Ford 14, 15 and 19 Passenger Buses Only - Call For Quote On Other Models	\$ 1,550.00	\$ 1,395.00
Romeo Rim Front Bumper	RRFB	Ford 14, 15 and 19 Passenger Buses Only - Call For Quote On Other Models	\$ 2,095.00	\$ 1,885.00
Exterior Vinyl Graphics Wrap / Lettering	EVGW	Call For Quote On All Models	TBD	TBD
Metal Locking Door For Fuel Fill	MLDF	Keyed Lock On Fuel Fill Door	\$ 300.00	\$ 270.00
Dual Compressor A/C Upgrade Vs Standard	DCAC	Call For Quote On All Models - Price Depends On System Capacity	TBD	TBD

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Stainless Steel Battery Box And Tray	SSBB	Moves Batteries Under Hood To Skirt Mounted Battery Box	\$ 1,883.00	\$ 1,695.00
ADA Compliant Stop Requested Signal System	ADAS	Passengers Can Signal The Driver That A Stop is Requested	\$ 1,228.00	\$ 1,105.00
Stand Alone Public Address System	SAPA	Driver Can Communicate With Passengers Via PA	\$ 639.00	\$ 575.00
Driver Storage In Cab Overhead With Lock	DSCO	Cabinet For Driver's Personal Belongings	\$ 306.00	\$ 275.00
QRT 360 Wheelchair SecUREMENTS Vs Standard	QRTS	Price is Per Wheelchair Position	\$ 672.00	\$ 605.00
Adult and Child Integrated Companion Seat	ACCS	One Adult Seat With A Child Safety Seats Beside It On The Same Row	\$ 2,683.00	\$ 2,415.00
Levels 2 And 3 Seat Covering	L23S	Level One Is Standard - Seat Covering Upgrade - Per Seat	\$ 67.00	\$ 60.00
Levels 3.5 and 4 Seat Covering	L3.54S	Seat Covering Upgrade - Per Seat	\$ 139.00	\$ 125.00
Levels 5 and 6 Seat Coverings	L56S	Seat Covering Upgrade - Per Seat	\$ 172.00	\$ 155.00
Seat Back Corner Grab Rail - Each	SBCR	Allow Passengers To Steady Themselves As They Walk Through The Bus Aisle	\$ 128.00	\$ 115.00
Folding US Arm Rests Per Passenger	USAE	Folding Arm Rests - Available on Aisle And Window Seats	\$ 106.00	\$ 95.00
FRP Interior Vs Standard Cloth Interior	FRPI	Replaces Standard Cloth Interior With FRP	\$ 1,506.00	\$ 1,355.00
Additional Charge For Deliveries To MD Properties	ACMP	Ford Offers Less Concession for MD Vehicles When Compared to VA	\$ 2,667.00	\$ 2,400.00
Q'Strain One Wheelchair SecUREMENT	QSOW	Automated Wheelchair SecUREMENT (ADA and Buy America Compliant)	\$ 13,167.00	\$ 11,850.00
Additional 4" x 16" Interior Rearview Mirror	AIRM	Adds Additional Passenger Compartment Visibility	\$161.00	\$145.00
Freedman Under Seat Retractors Per Seat	FUSR	Retractable Seats Belts Vs Standard Non-Retractable Seat Belts	\$ 225.00	\$ 205.00

**Body Manufacturer's Electronic Customer Specific Portal and Fleet Database:** The manufacturer of the body must make a bus and customer specific electronic data portal available for each bus built that includes (at a minimum) the following information:

- Manufacturer Serial Number
- Chassis VIN
- Sold date
- Body warranty expiration date
- Service / Operations manual
- Body warranty information
- Post Award Buy America Certificate
- Bus body parts listing (with photos when available)
- Bus body electrical schematics
- List of Items shipped with bus

**Bus Testing:** The bus offered must have completed testing at The Federal Bus Testing Facility in Altonna, PA in the 5 year / 150,000-mile category. Proof of completed test to accompany bid.

**Maintenance Provisions:** A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of twelve (12) months of 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 100,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll-free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts, and service inquiries Monday Through Friday, 8 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.

All bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair ramp) service points within the Commonwealth of Virginia. All bidders shall be required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Richmond, Tidewater and Northern Virginia.

The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.1, Chapter 4, and Article 9 of the Code of Virginia and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 AM - 5 PM, Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.



**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES & SUPPLY (DPS)**  
 1111 East Broad Street, Richmond, Virginia 23219

**Contract Number CTR017836**  
**Vehicle BOC Paratransit ADA Accessible Bus**

CONTRACT PERIOD	September 27, 2023 through September 26, 2025
CONTRACT TYPE	Mandatory Statewide
RENEWALS REMAINING	3 of 3 one year
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & eVA ID #	Sonny Merryman   SUP100057
CONTRACTOR(S) POINT OF CONTACT	Jordan Wray 5120 Wards Road Evington VA 24550 434-485-8905 (O) 757-675-0022 (C) <a href="mailto:jordan@sonnymerryman.com">jordan@sonnymerryman.com</a>
BUILD OUT/FACTORY CUT OFF DATE	TBD
MINIMUM ORDER	N/A
PAYMENT TERMS	Net 30
DELIVERY	30 after receipt manufacturer/180 Manufacturer's Calendar Days ARO
DPS CONTRACT OFFICER	Pamela Copeland   804-786-4068 <a href="mailto:Pamela.copeland@dgs.virginia.gov">Pamela.copeland@dgs.virginia.gov</a>
COMMODITY CODE(S)	07192
LAST UPDATE & PURPOSE	September 27, 2023 Award

**INFORMATION:**

- Fleet Numbers:** All ordering entities are required to have a Fleet Number prior to placing a Vehicle order. If you do not have a Fleet Number, or are unsure if you have one, please contact the Dealer/Vendor directly. The Dealer can verify if you have an existing number and/or can provide you with the contact information to obtain a new one. Dealers cannot place your order with a Manufacturer until you have a Fleet Number.

**NOTE: Fleet number requirement only applies to Ford body on chassis (not applicable to Chevrolet)**

- For State Agencies Only:** Prior to purchasing any motor vehicle, **all State Agencies** must submit a completed OFMS Form 1 to the DGS Office of Fleet Management (OFMS) for their approval, (**Code of Virginia 2.2-1176**). The [OFMS Form 1](#) must be sent to the fax or email address listed on the form. **Once you have a fully approved OFMS Form 1**, please review the Punch Out Ordering Guide Note: All purchase orders must be issued through eVA.

Questions or assistance with the OFMS form? - Contact Office of Fleet Management, Beth Cooley at 804-367-6549.

**This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.**

Contract Summary: CTR017836

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3. **For All Other Authorized Users:** *Prior to purchasing any motor vehicle from a DPS Vehicle Contract, the ordering entity must be registered in eVA. To register and set up your entity's eVA account, go to the [eVA Local Government site](#). Once you are eVA registered, please review the [eVA Ordering Instructions for Vehicles](#) For eVA Training and other resources, go to: [eVA On Demand Training Center](#) Note: All purchase orders must be issued through eVA. .*

Questions or assistance with the OFMS form? - Contact Office of Fleet Management, Beth Cooley at 804-367-6549.

#### **ORDERING INSTRUCTIONS**

4. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.
5. **Non-Catalog Purchase Order Information:** Click on Other Actions from Contract → Select Create Requisition from Contract → Select appropriate line/\$/item(s) → Click the Create Requisition from Contract Items → Update Header Information where applicable → Create additional lines as needed in the following format (Contract Number – Contract Description – Description of time or service being procurement) → Complete other information required and submit requisition. NOTE: options and / delivery can be added as a separate line item, as applicable
6. **Authorized User Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

**OVERVIEW:** Statewide term contract to provide Vehicles: BOC Paratransit ADA Accessible Buses

#### **A. AUTHORIZED USERS**

This contract is the result of a competitive solicitation and its use is Mandatory to all Commonwealth of Virginia agencies, Institutions of Higher Education, or public bodies and entities (collectively "Authorized Users/Owners") as defined in the Code of Virginia § 2.2- 1110, § 2.2-1120, and § 2.2-4301 according to the terms, conditions and specifications provide, and in the purchase of any commodity listed herein.

#### **B. MINIMUM ORDER**

There is NO *minimum* order. FOB destination to the ordering agency and your quoted prices on this contract shall include all costs for transportation and delivery. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

#### **C. PERIOD FOR PERFORMANCE OF PURCHASE ORDERS**

To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

#### **PRICING AND ORDERING PRIORITY**

**See the attached document entitled "Pricing Schedule" for contract pricing and options.**

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR017836

Item X13.



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Bids for the Purchase of Various Water and Sewer Maintenance Items**

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

Action Form No.: AF-46-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Committee  
Presentation By: C. McCartt, R. McReynolds

**Recommendation:**  
Approve the resolution

**Executive Summary:**  
Bids were opened on January 23, 2025 for the purchase of various water & sewer maintenance inventory items stocked at the Utilities Department warehouse located @ 1213 Konnarock Road. The bid was issued for a twelve-month time frame and included a total of 856 items to be purchased on an as needed basis.

Thirteen bidders are to be awarded purchase orders as a result of their replies to this bid. The quantity listed in the bid documents is an estimated quantity to be ordered throughout the year. Quantities will vary depending on department needs. The following vendors submitted low bid for various items and is expected to exceed \$50,000 and therefore requires BMA approval.

- Ferguson Enterprises – various items totaling \$739,119.08.
- Consolidated Pipe & Supply - various items totaling \$162,426.08.
- Core & Main - various items totaling \$720,824.43.
- G C Supply - various items totaling \$504,248.66.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid.

Funding available in various accounts.

**Attachments:**

1. Resolution
2. Bid Opening Minutes available for review @ <https://www.kingsporttn.gov/city-services/purchasing/>
3. Bid Award Summary

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO FERGUSON ENTERPRISE, CONSOLIDATED PIPE & SUPPLY, INC., CORE & MAIN, INC., AND GC SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME.

WHEREAS, bids were opened January 23, 2025, for the purchase of various water and sewer maintenance inventory items stocked at the water and sewer departments located at 1213 Konnarock Road; and

WHEREAS, upon review of the bids, the board finds that Ferguson Enterprise, Consolidated Pipe & Supply, Inc., Core & Main, Inc., and GC Suppl are the lowest responsible compliant bidders meeting specifications for the particular grade or class of material, work, or services desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various water and sewer maintenance inventory items as set out in the Water/Sewer Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Ferguson Enterprise at an amount up to \$739,119.08; Consolidated Pipe & Supply, Inc. at an amount up to \$162,426.08, Core & Main, Inc. at an amount up to \$720,824.43 and from GC Supply in an amount of \$504,248.66; and

WHEREAS, funding is in the FY25 budget lines.

Now therefore,

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

SECTION I. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 23, 2025" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 23, 2025", available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Ferguson Enterprise, at an amount up to \$739,119.08, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION II. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 23, 2025" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 23, 2025", available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to Consolidated Pipe & Supply, Inc. at an amount up to \$162,426.08, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION III. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 23, 2025" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 23, 2025", available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department

is awarded to Core & Main, Inc. at an amount up to \$720,824.43, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

SECTION IV. That the bid for the purchase of water and sewer maintenance inventory items as set out in the "Water Sewer Maintenance Items Award Summary Bid Opening Date January 23, 2025" attached hereto as Exhibit A, and further detailed in the "Various Water/Sewer Items- Bid Opening date January 23, 2025", available for review at <https://www.kingsporttn.gov/city-services/purchasing/> for use by the water and sewer department is awarded to GC Supply, at an amount up to \$504,248.66, and the city manager is authorized and directed to execute purchase orders on an as needed basis for the same.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## ATTACHMENT A

### Various Water/Sewer Maintenance Items Bid Award Summary

Bid Opening Date – January 23, 2025

Vendor	Purchase Order #	Amount
Ferguson Enterprises, LLC	AB1389	\$ 739,119.08
Consolidated Pipe & Supply	AB1390	\$ 162,426.08
Core & Main	AB1391	\$ 720,824.43
G C Supply	AB1392	\$ 504,248.66
Citco Water	AB1393	\$ 42,670.24
Southern Sales Co.	AB1394	\$ 12,652.00
Southern Pipe & Supply Knoxville	AB1395	\$ 24,267.07
General Rubber & Plastics	AB1396	\$ 6,735.12
Wurth/Northern Safety Co.	AB1397	\$ 18,891.42
Summers Hardware & Supply Co.	AB1398	\$ 32,150.36
Ford System Inc.	AB1399	\$ 1,400.75
Tri-State Complete Chemical & Paper	AB1400	\$ 2,099.52
Permatile Concrete Products.	AB1401	\$ 20,576.00



**AGENDA ACTION FORM**

**Consideration of a Financial Contribution Supporting the Regional Efforts to Recruit Additional Airline Service at Tri-Cities Airport**

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

Action Form No.: AF-48-2025  
Work Session: February 17, 2025  
First Reading: NA  
Final Adoption: February 18, 2025  
Staff Work By: Chris McCartt  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The six legacy owners of the Tri-Cities Airport have been asked to consider a proposal from representatives working to recruit new airline(s) into our market. The proposal, which was presented to the BMA at the February 3, 2025 work session, recommends establishing funding in the amount of \$2.0M to create a minimum revenue guarantee (MRG), which is necessary to attract a new carrier.

The MRG would be used exclusively to support any financial loss the new airline might encounter in the start-up phase, typically over a two-year period. Further described in the attached supplemental information.

Staff recommends approval of a resolution supporting this effort along with a financial commitment of \$250K. Consideration is also being given to the establishment of multi jurisdiction oversight committee to assist in the implementation of this incentive and others. Should the creation of such a committee come to fruition a subsequent resolution will be brought before the board authorizing City's participation and appointment of officials.

Funding for this incentive would come from both general fund revenues and occupancy tax. Funding would be held by the city until needed.

**Attachments:**

- 1. Resolution
- 2. Supplemental Information

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

Item X15.

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

A RESOLUTION APPROVING A FINANCIAL CONTRIBUTION IN THE AMOUNT OF \$250,000 SUPPORTING REGIONAL EFFORTS TO RECRUIT ADDITIONAL AIRLINE SERVICE AT THE TRI-CITIES; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND EXPRESSING THE INTENT OF THE BOARD OF MAYOR AND ALDERMEN TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, AS NEEDED

WHEREAS, City, along with the other legacy owners of the Tri-Cities Airport, has been asked to contribute funds to an effort to recruit a new airline which will serve passengers at the Tri-Cities Airport; and

WHEREAS, these funds will be utilized to establish a minimum revenue guarantee (MRG) fund in the amount of \$2,000,000 necessary to attract the new airline; and

WHEREAS, the MRG would be used exclusively to support any financial loss the new airline might encounter in the start-up phase, typically over a two-year period; and

WHEREAS, by expanding services offered at Tri-Cities Airport creates the opportunity for increased options to patrons and positive economic impact to the city and the region; and

WHEREAS, staff recommends supporting this effort along with a financial commitment of \$250,000.00; and

WHEREAS, funding for this incentive would come from both general fund revenues and occupancy tax and the funding would be held by the city until needed.

Now therefore,

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

SECTION I. That the board authorizes a commitment of a contribution to the Tri-Cities Airport to recruit new airline(s) into our market in the amount of \$250,000.00.

SECTION II. That prior to any disbursement of funds pursuant hereto, the city manager and mayor shall review all documents and agreements made in conjunction with the recruitment of the airline and disbursement of the funds shall be subject to their approval of the terms of any such documents and agreements.

SECTION III. That the mayor, or in his absence, incapacity or failure to act the vice mayor is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, such agreements as may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution.

SECTION IV. That to carry out the intent of this resolution, the board will, upon adequate assurance of the city manager and mayor as to the acceptability of relevant terms and conditions of any agreements, establish, by Ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets, and the city manager is directed to authorize and establish such project account(s), when and as needed.

SECTION V. That the board finds that the expenditure of any funds pursuant to this resolution is for a public purpose including but not limited to economic development and will promote the health, comfort, and prosperity of the citizens of the city.

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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





# BRIDGE

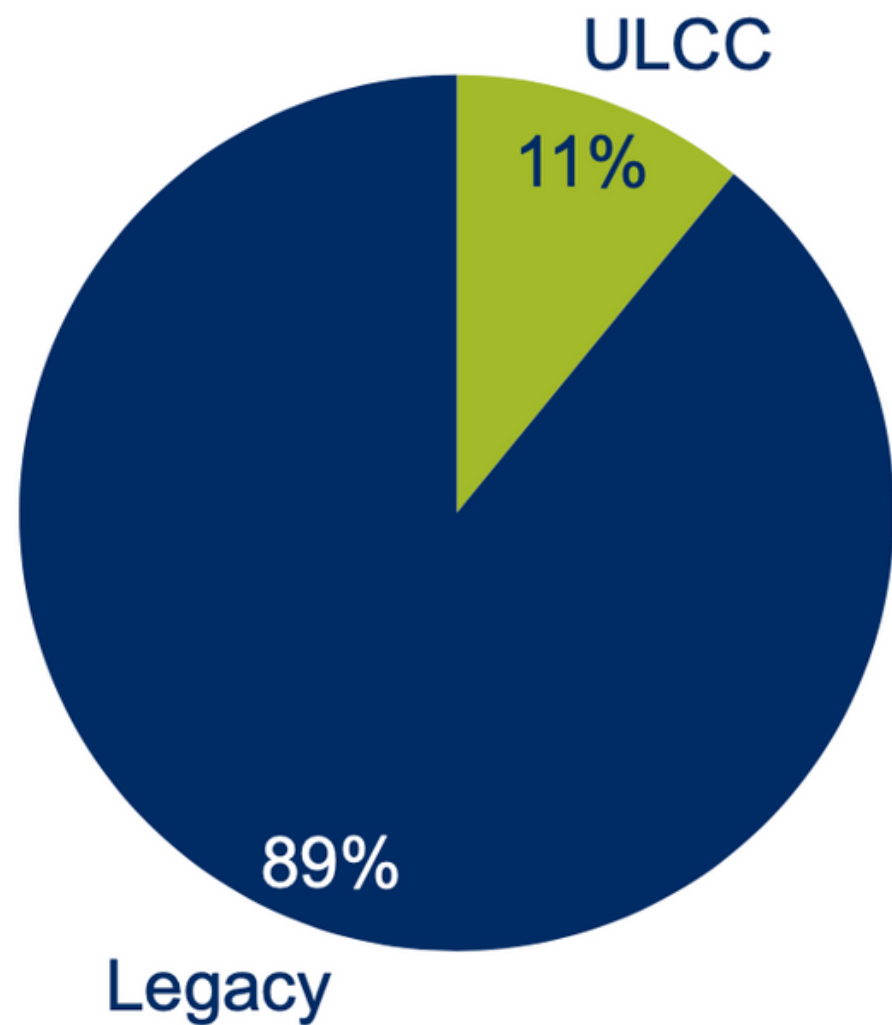
Building Regional Investment,  
Development, Growth, & Engagement

John Rose

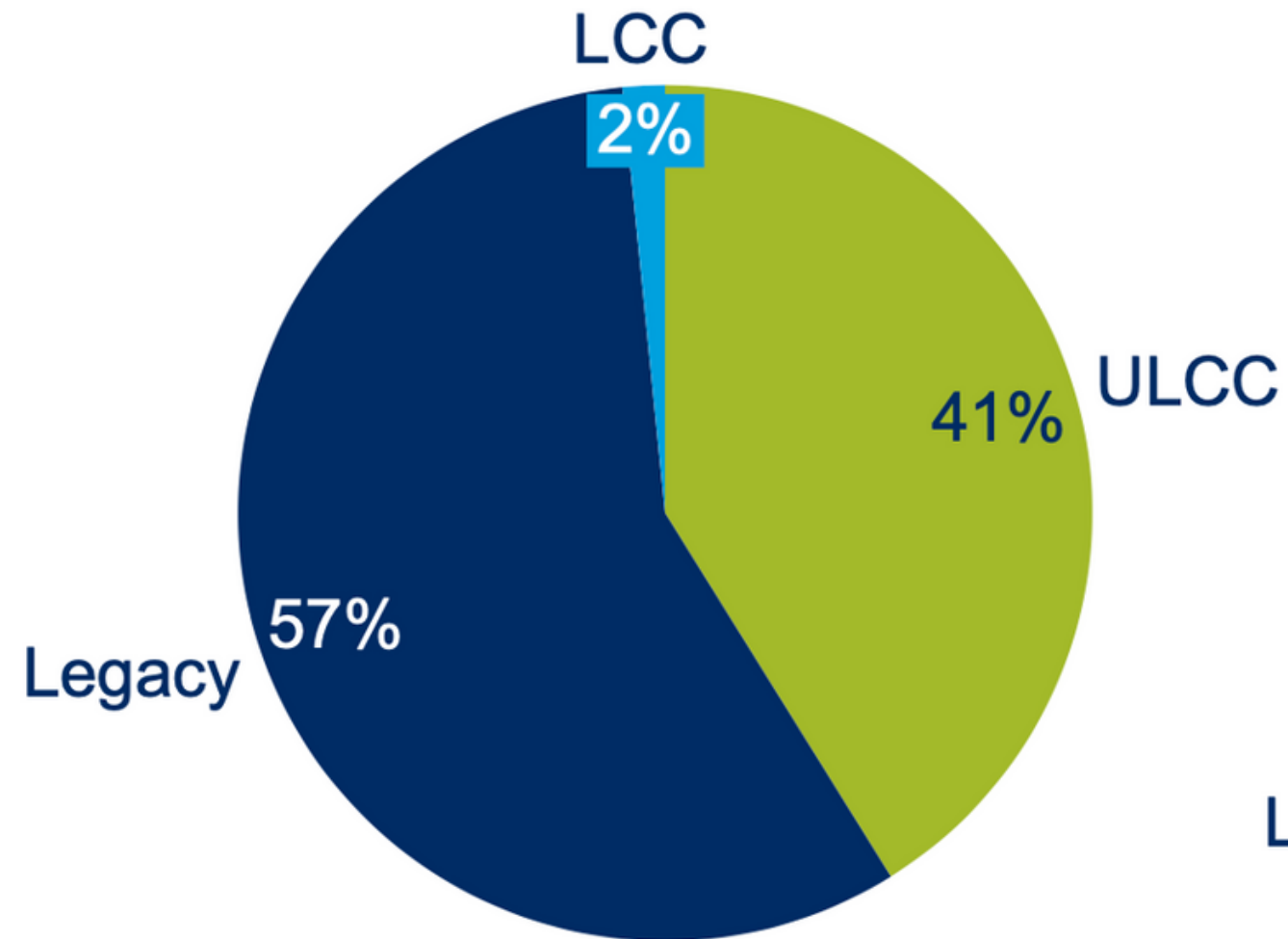
Executive Director

# Seat capacity by business model

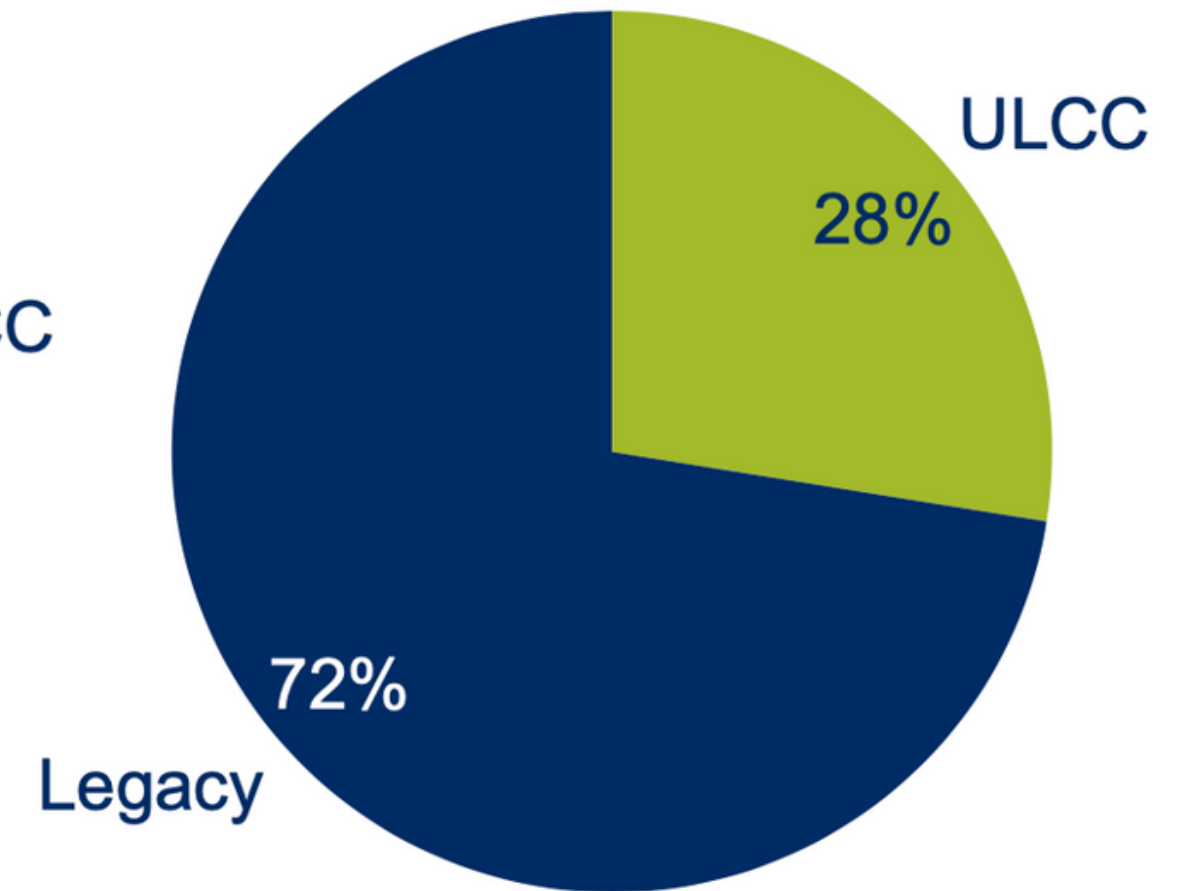
TRI Capacity by Airline  
YE Jun 2024



AVL Capacity by Airline  
YE Jun 2024



TYS Capacity by Airline  
YE Jun 2024



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# Airline Incentive Overview

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**Goal: \$2 million MRG commitment over two years**

## **Results**

- **New air service provider at TRI**
- **Direct service to two major markets**
- **Less leakage to competing markets**
- **Can grow to more direct routes**

**Need: public & private support**

**This is a community project and with support it will start Q2 of 2025**



**BRIDGE**  
RECRUIT • BUILD • ENGAGE

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# What is an MRG?

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- Mead & Hunt – Air service consultant
- Minimum Revenue Guarantee
  - Shares the risk with airline
  - The guarantee is a maximum amount and could be less dependent on airline revenue
- MRG is if for a maximum defined amount & term



**BRIDGE**  
RECRUIT • BUILD • ENGAGE

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# Why BRIDGE?

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- TRI as asked for 6 years for an independent 3<sup>rd</sup> party do support new air service incentives
- FAA Regulations prohibit TRI from offering these types of incentives
- BRIDGE volunteered to fulfill this roll
  - We provide services to a majority of TRI's footprint on both sides of the stateline
  - Our Strategic Plan specifically addresses growth at TRI as a priority based on community input



**BRIDGE**  
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# Benefits

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- **Lower airfares across all carriers**
- **Business Attraction & Retention**
- **Talent Attraction & Retention**
- **Tourism Growth**
- **New destinations**
- **New direct flights to major markets**



**BRIDGE**  
RECRUIT • BUILD • ENGAGE



# BRIDGE

Building Regional Investment,  
Development, Growth, & Engagement

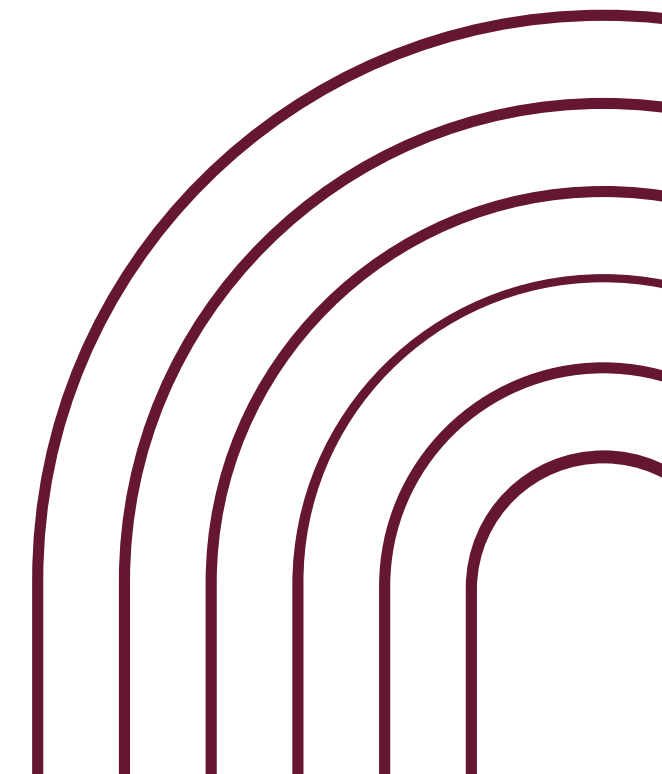
# Contact Information

C: (423) 426-3524

O: (423)560-2300

[john@bridgeregional.com](mailto:john@bridgeregional.com)

[bridgeregional.com](http://bridgeregional.com)





**AGENDA ACTION FORM**

**Consideration of a Resolution that Transfers Property from KEDB to the City of Kingsport and Approves a Contribution to KEDB**

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

Action Form No.: AF-27-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Committee  
Presentation By: Michael T. Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the Kingsport Economic Development Board (KEDB) will transfer approximately 38.75 acres of property at Brickyard Park to the City of Kingsport (City) and approve a contribution for such property in the amount of \$355,000 over three fiscal years.

KEDB And the City entered a twenty-year ground lease on April 29<sup>th</sup>, 2014, for approximately 38.75 acres commonly referred to as Brickyard Park. Brickyard Park and Miracle Park were developed on the property.

At the January 21<sup>st</sup>, 2025 BMA business meeting the board ratified an intent to apply and approved a pre-application for an Office of Outdoor Recreation (ORec) grant through the Tennessee Department of Environment and Conservation (TDEC). There are land ownership requirements as part of the grant application. To ensure an application that meets grant criteria staff are recommending the transfer of the property prior to the pre-application due on February 25<sup>th</sup>.

The transfer of the property was approved at the February 4<sup>th</sup> KEDB Meeting.

As part of consideration of approval of the property transfer is approval of a contribution agreement with KEDB for \$135,000 in FY26, \$135,000 in FY27, and \$85,000 in FY28 payable during the fiscal year when invoiced by KEDB.

Funding will be appropriated by budget at a later date.

**Attachments:**

- 1. Resolution
- 2. Lease
- 3. Survey

Item XI6.

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—



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

A RESOLUTION APPROVING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES RELATED TO BRICKYARD PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) is transferring approximately 38.75 acres more commonly referred to as Brickyard Park and more particularly described in the ground lease between the City and KEDB dated April 29, 2014 (the "property") back to the City for its development as a public park in anticipation of receipt of an Office of Outdoor Recreation (ORec) grant through the Tennessee Department of Environment and Conservation (TDEC); and

WHEREAS, such transfer was approved by KEDB on February 4, 2025; and

WHEREAS, as part of consideration of approval of the property transfer, the city will make a contribution to KEDB in an amount not to exceed \$355,000.00 to be paid over 3 fiscal years; and

WHEREAS, funding will be appropriated by budget at a later date as follows: \$135,000 in FY26, \$135,000 in FY27, and \$85,000 in FY28.

Now therefore,

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

SECTION I. That the contribution to the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for economic or industrial development purposes related to Brickyard Park and more particularly described in the ground lease between the City and KEDB dated April 29, 2014 in an amount not to exceed \$355,000.00 to be paid over fiscal 3 years, is approved.

SECTION II. That the city accepts receipt of the approximately 38.75 acres more commonly referred to as Brickyard Park and more particularly described in the ground lease between the City and KEDB dated April 29, 2014 from KEDB.

SECTION III. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transfer of the property from KEDB.

SECTION IV. 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, such agreements as may be needed to effectuate the purpose of this resolution and, accordingly, approves such agreements, as needed, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## GROUND LEASE

THIS INDENTURE (herein "Lease"), made and entered into as of the 24<sup>th</sup> day of April, 2014, by and between The Industrial Development Board of the City of Kingsport, Tennessee (herein "Landlord"), and City of Kingsport, Tennessee (herein "Tenant").

### WITNESSETH:

That for and in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

**1. PREMISES.** Landlord does hereby demise and let unto Tenant, and Tenant does hereby hire and lease from Landlord, for the term and upon the conditions and covenants set forth herein, all that certain tract or parcel of land situated in the City of Kingsport, Sullivan County, Tennessee, more particularly described as follows, together with all appurtenant rights and easements (herein "Premises"):

Being a tract of land in the 11th Civil District, Sullivan County, Tennessee, and being more particularly described as:

Starting at an existing iron rod in the northerly sideline of Industry Drive, said iron rod being the southwesterly corner to James and Lena Hensley property (formerly Kingsport Utilities, Inc.); thence with Industry Drive south 40°59'03" east 1067.07 feet to an iron rod new, the Point of Beginning; thence with a new line across General Shale property, the following five calls: north 43°49'32" east 820.00 feet to an iron rod new; thence north 46°10'28" west 200.00 feet to an iron rod new in the southeasterly sideline of a proposed 60-foot right-of-way; thence with said right-of-way north 43°49'32" east 137.52 feet to an iron rod new; thence continuing with a new line across General Shale property south 39°00'10" east 966.01 feet to an iron rod new; thence south 29°35'08" east 256.75 feet to a concrete monument, corner to Lot 20, Block 7, Riverview Addition to City of Kingsport; thence with Lots 20-39, Block 7, Riverview Addition to City of Kingsport, the following three calls: south 23°46'19" east 243.09 feet to a concrete monument; thence south 18°04'21" east 500.93 feet to a concrete monument; thence south 13°03'28" east 368.66 feet to a concrete monument in the line of Richard Ripley property; thence with said property, the following three calls: south 51°05'07" west 244.81 feet to a concrete monument; thence north 69°32'33" west 305.60 feet to an iron rod old; thence south 21°20'19" west 55.00 feet to an iron rod old in the northerly sideline of Industry Drive; thence with Industry Drive the following seven calls: a curve to the right having a radius of 1186.77 feet, an arc length of 130.00 feet, a chord bearing of north 58°45'27" west and a chord length of 129.93 feet to an iron rod old; thence north 55°37'08" west 178.27 feet to an iron rod old; thence south 34°22'52" west 3.0 feet to an iron rod old; thence a curve to the right having a radius of 1226.24 feet, an arc length of 562.15 feet, a chord bearing of north 42°29'08" west and a chord length of 557.24 feet to an iron rod old; thence north 29°21'09" west 459.35 feet to an iron rod old; thence a curve to the left having a radius of 1816.38 feet, an arc length of 365.63 feet, a chord bearing of north 35°07'10" west and a chord length of 365.02 feet to an iron rod old; thence north 40°59'03" west 33.42 feet to an iron rod old, the Point of Beginning.

Containing 38.75 acres, more or less, and being part of the General Shale Products Corporation property as shown on survey by Jan E. Stout, Tennessee RLS #2018, of Barge Waggoner Sumner & Cannon, Inc., dated December 19, 2013. The bearings of the preceding description were based on the Kingsport Geodetic Reference Network.

**2. TERM.** The initial Term of this Lease is 29 Twenty (20) years, beginning on April 29, 2014 (herein "Commencement Date"), and ending at midnight on April 28<sup>th</sup>, 2034, unless extended or sooner terminated as provided for in this Lease.

**3. RENT.** The rent payable hereunder shall be the net sum of One Dollar (\$1.00 ) per year, payable on the Commencement Date, and annually thereafter on the same day and month, unless it falls on the weekend, at which time it shall be due the Monday following the weekend.

**4. RIGHT OF PURCHASE.** At any time during the term of this Lease or upon termination of this Lease for any reason, Tenant shall have the right to purchase Premises from Landlord, or its successors or assigns, for Ten Thousand Dollars (\$10,000.00) per acre consideration less a credit to Tenant for any amount paid by Tenant to Landlord as a contribution for economic or industrial development used to amortize or pay any indebtedness for the purchase of the entire tract of property, generally known as the General Shale property consisting of the property described herein and approximately 63 additional acres. Landlord shall not encumber or otherwise convey Premises in any manner. Upon exercise of Tenant's right to purchase or termination of this Lease for any reason, Landlord shall convey good and marketable title to the Premises to Tenant, along with instruments evidencing transfer of ownership to Tenant or any fixtures, furnishings and equipment located on the Premises owned by Landlord.

**5. TERMINATION FOR CONVENIENCE.** Tenant shall have the right to terminate this Lease by giving written notice to Landlord, at least thirty (30) days before the effective date of termination. Such termination shall not be deemed a breach of contract by either party. Upon such termination, neither party shall have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**6. TAXES AND OTHER IMPOSITIONS.** The property is exempt from ad valorem tax, so no real or personal property tax would be due.

**7. INSURANCE.** Tenant is self-insured through the Tennessee Municipal League Risk Fund, and both parties are subject to the Tennessee Governmental Tort Liability Act. Landlord may be included on a certificate of insurance during the Term.

#### **8. TENANT'S IMPROVEMENTS.**

(a) The parties hereby acknowledge that there shall be constructed initially on the Premises by Tenant, at Tenant's sole cost and expense, athletic and recreation and supporting facilities. Landlord agrees to provide to Tenant for the construction of the facilities the amount remaining from the proceeds it has from a loan after the purchase of the General Shale property, not to exceed One Million Three Hundred Thousand dollars when requested by the city. All construction and all additions and alterations shall be constructed in a good and workmanlike manner and shall comply with all laws, rules, orders, zoning ordinances, regulations and requirements of all governmental authorities or departments having jurisdiction of the Premises. Buildings and improvements, furniture, machinery, equipment, furnishings, fixtures and appurtenances erected, installed, placed or located therein (herein "buildings and improvements") are, subject to any provisions herein contained to the contrary, the sole property of Tenant so long as this Lease shall continue in force and effect, and Landlord agrees that Tenant or any subtenant while not in default shall have the right at any time and from time to

time to remove any and all trade fixtures, furniture, furnishings, equipment and other property which it may have stored or installed in or on the Premises.

(b) Upon termination of this Lease or exercise of Tenant's right to purchase set out in Section 4, Landlord shall convey by good and marketable title the Premises to Tenant, which also include all improvements, fixtures, furniture, furnishings and equipment.

(c) Tenant may at any time or from time to time during the Term of this Lease, at its own cost and expense, make any alterations, demolitions, rebuilding, replacements, changes and additions to the Premises and to the buildings and improvements thereon, whether structural or non-structural. Landlord agrees to execute such applications or consents in respect thereto as may be required by governmental authorities having jurisdiction thereof.

**9. MAINTENANCE AND REPAIR.** Tenant shall at all times during the Term of this Lease, at Tenant's sole cost and expense, keep the Premises and all buildings and improvements now or hereafter located thereon, and all facilities and equipment therein, and all sidewalks, curbs, roadways, parking areas on the Premises, and all appurtenances thereto, in good condition and repair, reasonable wear and tear excepted.

**10. MORTGAGES, DEEDS OF TRUST AND LIENS.** Landlord covenants, warrants and agrees that throughout the Term of this Lease, including all extensions thereof, Landlord shall not execute any mortgage, deed of trust or create or suffer any lien affecting the Premises. In the event Landlord violates the foregoing covenant, rent and all other sums payable to Landlord hereunder shall abate until such time as such mortgage or lien is released of record.

**11. UTILITY CHARGES.** Tenant or its subtenants shall be solely responsible for and shall promptly pay all charges for water and sewer services and all costs and charges for gas, steam, heat, light, electricity, power, telephone and any other utility or service used or consumed in or servicing the Premises or the buildings and improvements situated thereon and all other costs and expenses involved in the care, management and use thereof.

**12. NO SERVICES BY LANDLORD.** It is expressly agreed that Landlord is not and shall not be required to render any services of any kind to Tenant in connection with Tenant's use and occupancy of the Premises.

**13. GOVERNMENTAL REGULATIONS.** Tenant shall throughout the Term of this Lease, at Tenant's sole cost and expense, comply with all laws, ordinances and lawful regulations and requirements of federal, state and municipal governments. If, however, the Tenant shall in good faith desire to contest any such law, ordinance, regulation or requirement, it shall notify the Landlord in writing of its intention to do so, and it shall not be required to comply therewith so long as it shall in good faith and at its own cost and expense contest the same or the validity thereof by appropriate proceedings. Landlord shall give Tenant such assistance in connection with any such contest as shall be necessary, reasonable and proper, at no cost or expense to Landlord, and Landlord agrees to sign and execute for Tenant any necessary papers or documents for such purpose.

**14. USE OF PREMISES.** The Premises may be used for any lawful purpose not in violation of any applicable law, ordinance or regulation of any governmental body having jurisdiction thereof.

## **15. LANDLORD'S TITLE.**

(a) Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full term aforesaid, and that subject to the terms of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises throughout the Term and all extensions thereof, free from hindrance or molestation by anyone claiming through Landlord, its predecessors, assigns or heirs.

(b) Landlord further warrants and represents to Tenant that Landlord has fee simple title to the Premises; that the same is not subject to any encumbrances, liens or defects in title, or leases or tenancies or agreements affecting the rights granted to Tenant in this Lease other than those, if any, specifically set forth in EXHIBIT "A" incorporated herein by reference. Landlord further warrants and represents to Tenant that at the time of the commencement of the Term physical possession of the Premises shall be delivered to Tenant free and clear of all liens, encumbrances, tenancies and violations of law, ordinances and regulations relating to the use, occupancy and construction of or on the Premises, except such as may be specified in said EXHIBIT "A" and as contained elsewhere in this Lease.

## **16. UTILITY EASEMENTS AND RIGHT-OF-WAYS.**

(a) Landlord shall grant such easements on the Premises and adjoining property owned by Landlord as Tenant, any utility company or companies, and/or the governmental authorities having jurisdiction thereof may reasonably deem necessary to install, provide and maintain all utilities to the Premises, and grant and/or use reasonable efforts to obtain such modifications of existing utility easements as Tenant may reasonably request so as to remove certain easements from their present locations to the perimeter or boundaries of the Premises to avoid or reduce interference with the erection of the proposed buildings and improvements and the continued use thereof. Landlord shall, promptly upon request, execute in recordable form such instruments, upon terms satisfactory to counsel for Tenant such easements and right-of-ways thereof as may be requested by any of the aforesaid parties.

(b) Landlord shall grant such easements or right-of-ways on the Premises and adjoining property owned by Landlord as Tenant may reasonably deem necessary to install, provide and maintain roads to the Premises from public roads existing as of Commencement Date. Landlord shall, promptly upon request, execute in recordable form such instruments, upon terms satisfactory to counsel for Tenant such right-of-ways thereof as may be requested by Tenant.

(c) All easements and right-of-ways granted by Landlord on adjoining property shall run with the land and shall continue and remain in effect after the termination of this Lease and conveyance of the Premises from Landlord to Tenant.

## **17. CONDEMNATION.**

(a) *Taking for Temporary Use.* If the temporary use of the whole or any part of the Premises shall be taken or condemned for a public or quasi-public use at any time during the Term, the Term shall not be reduced or affected in any way. In such case, Tenant shall continue to pay in full the rents and any other sums of money provided in this Lease to be paid by Tenant. Tenant shall be entitled to the entire award for such taking to the extent of the Term and all periods for which Tenant elects or has elected to extend the same in accordance with the provisions hereof. On the taking of less than a fee title interest in the Premises or improvements

or both, at Tenant's option the question of whether the taking substantially deprives Tenant of the benefit of its leasehold interest and thereby amounts to a total taking, and the effects on Term, rent and apportionment of award shall be determined by arbitration.

(b) *Total Taking.* If the whole or substantially all of the Premises shall be taken at any time during the Term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, then this Lease shall automatically terminate as of the Date of Taking. The term "Date of Taking" shall be deemed to be the later of (i) the date possession shall be taken by such authority or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises. Rent shall be paid up to the date actual possession is taken by the condemning authority with a proportionate refund by Landlord of any rent paid in advance. In the event that such substantial part of the Premises is taken that the portion of the Premises remaining after such taking cannot reasonably, economically and profitably (i.e., at a level of profit reasonably close to that existing before the taking) be used by Tenant for its purposes (even if restoration was made), then Tenant may, at Tenant's option, terminate this Lease by written notice to Landlord given within one hundred twenty (120) days after the Date of Taking. Any such taking, which results in the termination of this Lease by Tenant in accordance with Tenant's option last herein stated, shall be deemed to be a total taking.

(c) *Partial Taking*

(i) A partial taking shall be the taking of a portion of the Premises for any public or quasi-public purpose by any lawful power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, which does not constitute a taking for temporary use or a total taking as defined in paragraphs (a) and (b) of this Section 17. In the case of such partial taking, this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking rent shall be reduced in the same ratio that the fair market value of the portion of the Premises taken bears to the fair market value of the entire Premises before the partial taking.

(ii) Any taking which results in the termination of the Lease by the Tenant in accordance with Tenant's option last herein stated, shall be deemed to be a total taking.

(d) *Award.* In the event of either a total taking or a partial taking, the parties hereto agree to cooperate with each other in applying for and in prosecuting any claim for such taking and further agree that the proceeds of any award shall be paid as follows:

(i) *Total Taking*—In the event of a total taking—

(A) All expenses and costs, including attorneys' fees, incurred in obtaining the award shall first be paid.

(B) Any monies remaining after the above expenses have been paid upon a taking of all of the Premises shall be paid to Tenant and Landlord in the amounts deemed appropriate at that time based on current market value of existing buildings, other improvements, and the Premises or arrived at by mutual agreement of both parties.

(ii) *Partial Taking*—In the event of a partial taking—

(A) All expenses and costs, including attorneys' fees, incurred in obtaining the award shall first be paid.

(B) The remainder of the Award shall then be paid to Tenant, if the remainder of the Award is adequate to restore the Premises and improvements to a condition which shall permit the continued operation thereof as an economically viable unit so as not to give rise to Tenant's right to terminate the Lease as provided in subsection (b) of this Section 17, or if Tenant does not exercise said right to terminate.

(C) If the condemnation proceeds available for restoration are inadequate for restoration as aforesaid and Tenant elects to terminate the Lease, the taking giving rise to such events shall be deemed to be a total taking.

(D) Any balance shall be paid to Tenant and Landlord in the amounts deemed appropriate at the time based on current market value of improvements thereon as restored and the value of the leasehold and feehold estates therein and such severance damages as may be borne by the parties to remove or relocate subtenants and any amount awarded for detriment to business, or such allocation between Landlord and Tenant to be arrived at by their mutual agreement.

**18. ASSIGNMENT AND SUBLETTING BY TENANT.** So long as this Lease shall be in full force and Tenant is not in default in the payment of rental, Tenant may assign or sublet any portion of the Premises without the Landlord's consent, and Tenant shall have no liability for any obligation occurring hereunder after the effective date of an assignment by Tenant of its entire interest in this Lease. Any assignment of the Lease shall only be made upon the following terms and conditions:

(a) The assignee shall specifically assume in writing and agree to perform all the terms, covenants and conditions agreed to by Tenant under this Lease.

(b) A duplicate original of such assignment and assumption, duly executed and acknowledged by Tenant and by the assignee, shall be delivered to Landlord.

(c) Landlord agrees that, in the event of termination of this Lease because of any breach or default by Tenant, it shall not terminate any sublease(s) of the Premises, or a portion or portions thereof, or disturb the possession or leasehold rights of said sublessee(s), except for a default by such sublessee of the provisions of such sublease, and Landlord further agrees, subject to the aforesaid, to continue such sublease(s) in full force and effect and, if requested by such sublessee(s), to enter into a direct lease between Landlord and such sublessee(s). In such event Landlord agrees to assume and perform all obligations of the sublessor under such sublease(s). Landlord agrees that, upon Tenant's request, it shall execute and deliver, in recordable form, written agreements between Landlord, Tenant and said sublessee(s), excluding monetary terms, in such form as may reasonably be requested by any sublessee(s).

**19. LANDLORD'S RIGHT OF ENTRY.** Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Premises and the buildings and improvements situated thereon at all reasonable times for the purpose of inspecting them and making any repairs thereto or performing any work thereon that may be necessary by reason of Tenant's failure, within thirty (30) days following written notice from Landlord, to make such



repairs or perform such work required of Tenant under this Lease. Nothing herein shall imply any duty upon the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in so failing to perform. All entrances upon the Premises and/or work performed thereon by Landlord shall be done with a minimum of disturbance to Tenant and its subtenants and shall not unreasonably interfere with its/their use of the Premises.

**20. NOTICES, PAYMENT OF RENT.** All notices, demands, requests, consents, certificates and waivers from either party to the other shall be in writing and sent by (i) nationally recognized overnight courier, (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) hand delivery to the following address:

LANDLORD: Industrial Development Board of the City of Kingsport, Tennessee  
400 Clinchfield Street, Suite 100  
Kingsport, Tennessee 37660  
Attn: Chairman

With copy to: Gorman Waddell  
Wilson Worley Moore Gamble & Stout PC  
P.O. Box 88  
Kingsport, Tennessee 37662-0088

TENANT: City Manager  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

With copy to: City Attorney  
City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

or to such other address as the party to receive the notice, demand, request, consent, certificate or waiver may hereafter designate in writing to the other. All payments of rent hereunder shall be made to Landlord at the address from time to time designated as aforesaid for the giving of notice. All notices, demands, requests, consents, certificates and waivers shall be deemed to have been given when deposited with such nationally recognized overnight courier or in the United States Mail as aforesaid.

**21. ZONING.** Tenant shall, at its own cost and expense, apply for any zoning, zoning variances, changes or consents and other building permits that may be necessary. Landlord agrees to cooperate fully with Tenant to obtain such necessary zoning, variances, changes, consents or permits and agrees to execute such applications or forms as may be required by the governmental authorities having jurisdiction over the Premises.

## **22. DEFAULT.**

(a) If (i) Tenant shall default in the payment of rent on the date of payment as hereinabove provided, and if such default shall continue for a period of twenty (20) days after

receipt of written notice thereof, or (ii) (except as otherwise herein provided) Tenant shall default or fail in the performance of a covenant or agreement to be performed by it under this Lease, and such default shall not have been cured for a period of thirty (30) days after receipt of written notice, or if such default cannot with due diligence be cured within thirty (30) days after receipt of written notice, and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within thirty (30) days, that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), or (iii) Tenant in possession shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent by any court, or file a petition for reorganization or an arrangement under the Bankruptcy Code or any state insolvency act, or a receiver or trustee for its property shall be appointed in any proceeding other than a bankruptcy proceeding, and such appointment shall not be vacated within ninety (90) days after it has been made, then in any of said events, after service of written notice informing Tenant of termination of this Lease in ten (10) days, at the end of the 10th day, Landlord shall have the right, at its option and in addition to all other rights which it may have at law or equity, by summary proceedings or by any other appropriate legal action or proceedings, to terminate this Lease, and except as herein otherwise provided, to enter into said Premises or any part thereof, and expel the said Tenant or any person or persons occupying said Premises, and so to repossess and enjoy the said Premises; provided, however, that if any voluntary or involuntary proceeding in bankruptcy or for a reorganization is instituted, and no application is made in any such proceeding and no relief is requested therein to disaffirm this Lease, or to reform or recast the same or for any change, modification or alteration of any of the terms, covenants and conditions of this Lease or to relieve the Tenant from the punctual payment of the rent, additional rent or other charges required to be paid by Tenant under this Lease, and if all rent, additional rent and other charges due from Tenant under this Lease are paid within twenty (20) days after notice that such amounts are due and if all of the other terms, covenants and conditions of the Lease required to be performed by Tenant are promptly performed and complied with within thirty (30) days after receipt of such written notice, or, in the alternative, if Tenant shall have commenced the remedying thereof within such period or shall be proceeding with such remedy with due diligence (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within thirty (30) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), then this Lease shall not be so terminated, but shall continue in full force and effect.

(b) Should the Term at any time be ended under the terms and conditions hereof, or in any other way, Tenant hereby covenants and agrees to surrender and deliver the Premises peaceably to Landlord immediately upon such termination.

**23. NO WAIVER.** No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof of either party, nor shall any forbearance by either party to seek a remedy for any breach with respect to such or any subsequent breach.

#### **24. HAZARDOUS SUBSTANCES.**

(a) Landlord represents and warrants that to the best of Landlord's knowledge the Premises have never been used for and Landlord has not used or permitted the Premises to be used for the handling, treatment, storage or disposal of any hazardous or toxic substance as defined under any applicable state or federal law. Landlord further represents and warrants that Landlord has not used or permitted the Premises to be used for and to the best of Landlord's knowledge no gas or oil storage tanks, toxic wastes or environmental hazards, including, without limitation asbestos and PCBs, are or have previously been located or stored in the soil or subsurface of the Premises or any improvements thereon. In the event of the inaccuracy of any of the foregoing, Tenant may terminate this Lease upon notice to Landlord, in which event all prepaid rent shall be refunded to Tenant, or at Tenant's election, Landlord shall cause such hazardous substances to be removed at Landlord's cost and expense.

(b) Tenant shall not, and shall cause any subtenants of Tenant at the Premises to not, use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of any hazardous or toxic substance, as defined under any applicable state or federal law, at, in, upon, under, to or from the Premises except (i) in de minimis quantities necessary for or incidental to the conduct of the business of the Tenant or any subtenants at the Premises, and (ii) in strict compliance with all applicable state or federal laws.

**25. SUCCESSORS.** Except as otherwise provided in this Lease, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

**26. RELATION OF LANDLORD AND TENANT.** Nothing contained in this Lease shall be determined or construed by the parties hereto or by any third person to create the relationship of principal or agent or of partnership or of joint venture or of any association between Landlord and Tenant or between Landlord and subtenant, or render Landlord in any way responsible for the debts or losses of Tenant or any subtenant, and neither the method of computation of rent or any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant or between Landlord and any subtenant other than the relationship of Landlord and Tenant and of Landlord and subtenant, respectively.

**27. SHORT FORM OF LEASE.** The parties hereto agree that they shall, at any time at the request of either party, promptly execute duplicate originals of an instrument in recordable form which shall constitute a short form of lease setting forth a description of the Premises, the term of this Lease, and any other portions thereof, excepting the rental provisions, as either party may request.

**28. HOLDOVER.** A holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month on the same terms and conditions in effect immediately prior to the expiration. The extended term may be terminated either by Landlord or Tenant by giving 30 days written notice to the other.

**29. NON-LIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official, or employee of Tenant or Landlord shall be personally liable to the other party to this Lease or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Landlord or Tenant; for any amount which may become due under this Lease; or on any obligations under the terms of this Lease.

**30. MISCELLANEOUS.**

(a) If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.

(b) The parties executing this Lease warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution.

(c) Wherever in this Lease either Tenant or Landlord shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of this Lease and continue to bind Tenant and Landlord.

(d) The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

(e) This Lease and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles. If a dispute arises between the parties concerning any aspect of this Lease, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

(f) This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

(g) This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**LANDLORD:**

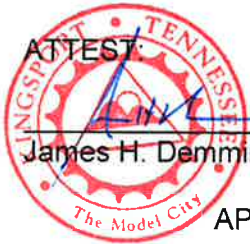
**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE**

  
\_\_\_\_\_  
ROBERT FEATHER, Chairman

TENANT:

CITY OF KINGSPORT, TENNESSEE

Dennis R. Phillips  
DENNIS R. PHILLIPS, Mayor



ATTEST:

James H. Demming  
James H. Demming, City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley  
J. Michael Billingsley, City Attorney

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, ROBERT FEATHERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chairman of The Industrial Board of the City of Kingsport, Tennessee, and that he, as the Chairman, executed the foregoing instrument for the purposes therein contained, by signing his name as Chairman.

WITNESS my hand and official seal this 29th day of April, 2014.

Elizabeth A. Chicco  
Notary Public



My commission expires:

12-29-2014

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this 29th day of April, 2014.

Elizabeth A. Chicco  
Notary Public



My commission expires:

12-29-2014









**AGENDA ACTION FORM**

**Consideration of a Resolution Supporting the Sullivan County Assessor’s Proposal to Change the Reappraisal Cycle from Four Years to Two Years**

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

Action Form No.: AF-49-2025  
Work Session: February 17, 2025  
First Reading: NA  
Final Adoption: February 18, 2025  
Staff Work By: Staff  
Presentation By: Staff

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Sullivan County Assessor, Donna Whittaker, intends to submit a resolution before the Sullivan County Commission later this month seeking approval for a two-year reappraisal cycle. Currently Sullivan County conducts a reappraisal every four years. The state of Tennessee requires counties to conduct a reappraisal of real property every four to six years.

This proposed move would benefit the property owners of Sullivan County along with the governing bodies. Some of those benefits include smaller incremental increases for taxpayers, fairer tax relief for vulnerable populations, realization of current market value of property, and eliminating equalization ratios. The City of Kingsport experienced a \$3.8M loss in personal property tax revenue because of the 2023 ratio appraisal. Additionally, many low-income elderly and disabled veterans were also negatively impacted because of the ratio appraisal in that they had to pay more in property taxes when the equalization ratio is applied. Having a two-year reappraisal cycle would eliminate this issue.

The reappraisal/reassessment schedule is under the direction of the Sullivan County Assessor and approval of any changes in the cycle would need to come from the Sullivan County Commission. Approval of this resolution would serve as an endorsement for moving to a two-year cycle.

**Attachments:**

- 1. Resolution
- 2. Supplemental Information

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

Item X17.



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

A RESOLUTION SUPPORTING THE SULLIVAN COUNTY  
ASSESSOR'S PROPOSAL TO CHANGE THE TAX  
REAPPRAISAL CYCLE FROM FOUR YEARS TO TWO YEARS

WHEREAS, the Sullivan County Assessor intends to submit a resolution before the Sullivan County Commission later this month seeking approval for a two-year reappraisal cycle, a change from current reappraisal every four years; and

WHEREAS, the State of Tennessee requires counties to conduct a reappraisal of real property every four to six years; and

WHEREAS, this proposed move would benefit the property owners of Sullivan County along with the governing bodies, and some of those benefits include smaller incremental increases for taxpayers, fairer tax relief for vulnerable populations, realization of current market value of property, and eliminating equalization ratios

WHEREAS, approval of this resolution would serve as an endorsement for moving to a two-year cycle.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen of the City of Kingsport, on behalf of its residents, formally supports the Sullivan County Assessor's proposal to change the tax reappraisal cycle from four years to two years.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Why Should We Consider More Frequent Reappraisals?**

### **Smaller, Incremental Increases for Taxpayers**

Shorter reappraisal cycles help prevent substantial property value increases from being concentrated into a delayed revaluation period. Long gaps between reappraisals have caused confusion and frustration among property owners, who are often faced with dramatic increases in their property values. By shortening the reappraisal cycle, property owners can prepare for smaller, more manageable value increases.

### **Fairer Tax Relief for Vulnerable Populations**

Under current law, tax relief payments are subject to the equalization ratio, which inadvertently increases the tax burden for low-income elderly residents and disabled veterans. These individuals may end up paying more in taxes during years when the equalization ratio adjustment is applied. A two-year reappraisal cycle would eliminate this issue, ensuring that tax relief payments remain more stable and consistent for these vulnerable groups.

### **Current Market Value Requires Frequent Revaluation**

In a dynamic market, property values should be updated regularly to reflect current conditions. Conventional wisdom suggests that frequent adjustments to property values are essential to maintain alignment with market trends. With advancements in mass appraisal software and technology, more frequent reappraisals are now feasible, offering a more accurate and timely reflection of market shifts.

### **Appraisal Uniformity and Equity Over Time**

Appraisal uniformity and equity can deteriorate as time passes. Frequent reappraisals ensure that pricing indicators like construction costs and acreage pricing are updated regularly promoting fairness and consistency across property valuations. Accurate appraisals are critical to the viability of property taxes, as they ensure equitable property assessments.

### **Eliminating Equalization Ratios**

A two-year reappraisal cycle would eliminate the need for equalization ratios applied to personal property and public utility assessments. These adjustments often result in a significant loss of revenue for taxing jurisdictions. Regular reappraisals help restore consistency, making budget planning more stable and predictable by eliminating the financial impact created by the equalization adjustments.

In summary, adopting more frequent reappraisals enhances fairness, accuracy, and stability in property tax assessments, benefiting both taxpayers and taxing jurisdictions alike.



**AGENDA ACTION FORM**

**Consideration of a Resolution for Authorization to Sign FTDD Worksite Agreement for the WIOA Programs and Receive Reimbursement Funds**

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

Action Form No.: AF-47-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Tyra Copas  
Presentation By: Tyra Copas

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The First Tennessee Development District (FTDD), serving as an administrative and fiscal agent for the Tennessee Department of Labor and Workforce Development (TDLWD), facilitates employment opportunities for Youth (ages 14-24), Adults, and Dislocated Workers through the Workforce Innovation and Opportunity Act (WIOA).

Under the WIOA Title I grant program, employers may receive reimbursement for up to 400 hours of wages paid for individuals who meet the program's eligibility criteria. Additionally, the program provides support services such as transportation assistance, work attire, and other resources to help participants gain meaningful work experience.

Grant specifics:

- Youth is defined as ages 14 – 24.
- The city may identify potential candidates for the program and FTDD will assess their eligibility for the Title I program.
- Employers may receive reimbursement for up to 400 hours of wages for eligible participants.
- Participants will be hired by the city on a temporary basis. The grantor does not oversee or participate in hiring or termination decisions.

The city's summer programs and seasonal operations require a significant number of temporary employees across multiple departments. This grant presents an opportunity to offset some of the costs associated with temporary labor

**Attachments:**

1. Resolution
2. Agreement

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE  
FIRST TENNESSEE DEVELOPMENT DISTRICT WORKSITE  
AGREEMENT FOR WIOA PROGRAMS TO RECEIVE  
REIMBURSEMENT FUNDS

WHEREAS, First Tennessee Development District (FTDD), serving as an administrative and fiscal agent for the Tennessee Department of Labor and Workforce Development, facilitates employment opportunities for Youth (ages 14-24), Adults, and Dislocated Workers through the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, under the WIOA Title I program, the city may receive reimbursement for up to 400 hours of wages paid to individuals who meet the program's eligibility criteria; and

WHEREAS, participants will be hired by the city on a temporary basis and the city will maintain all control over hiring or termination decisions; and

WHEREAS, because staffing for our summer programs and seasonal work requires many temporary employees throughout several departments in the city, this program has the potential to significantly save the city in wages for temporary labor.

Now therefore,

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

SECTION I. That the First Tennessee Development District Worksite Agreement is approved.

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

**Workforce Innovation and Opportunity Act  
First Tennessee Development District  
Worksite Agreement**

First Tennessee Development District (FTDD) is an Administrative and Fiscal Agent for the Tennessee Department of Labor and Workforce Development (TDLWD). FTDD contracts employers to provide employment, education and training services to Youth, Adults and Dislocated Workers, some of whom have significant barriers to employment namely, disabled, low income, veterans, justice-involved, receipt of government support, including SNAP or TANF.

This program aims to develop future generations of the workforce in Northeast Tennessee, by reimbursing employers for wages paid to youth who may lack professional work experience. The purpose of this worksite agreement is to provide the employer with a method of reimbursement for their participation in the training program, by the State of Tennessee through the local workforce development board.

The employer agrees to abide by all department of labor guidelines and provide Workers Compensation Insurance for all program participants. FTDD will reimburse the employer for the agreed upon wages paid to participants at a rate not less than minimum wage.

Reimbursement requests will be submitted bi-weekly or monthly, as agreed upon by the employer and the Youth Coordinator. The training period will be outlined in the Statement of Work or job description.

Both parties agree to abide by the following conditions:

1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or denied employment, in connection with any such program because of race, color, religion, sex, national origins age, disabilities, political affiliation or belief.
2. Participants shall not be employed in the construction, operation, or maintenance of any facility that is used for sectarian instruction or as a place for religious worship.
3. With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds approved under such individuals shall not be discriminated against solely because of their status as participants.
4. Authorized representatives of FTDD, TOOL, OIG, and USDOL must be allowed on the premises at all reasonable hours for monitoring of the worksites, including for counseling participants, inspecting safety procedures, and other working conditions.
5. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the State and Local Government, their sub-grantees and Contractors which are pertinent to the specific grant program under and for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
6. The employer agrees to provide working conditions that will meet health and safety regulations and abide by Child Labor Laws.
7. No currently employed worker should be displaced by a work experience participant, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.
8. The Employer agrees to furnish meaningful work and training for the participant within the purpose and scope of the program. Participants must be continuously occupied with productive work.
9. The Employer agrees to the following conditions:
  - To adhere to **WIOA** Rules and Regulations including the verification of time and attendance records.
  - To comply with Drug-Free Workplace laws.
  - To provide participants with an orientation regarding breaks,
  - To comply with all requirements as set forth in the Supervisor's Manual and complete all required forms.
  - To ensure that no participant will be involved in religious or political activities during working hours.
  - To always provide supervision to program participants.
  - That all supervisors and alternate supervisors will be familiarized and oriented with 'work experience' information.
  - The participants will perform the work activities described in the attached Statement of Work or job description. If the activities at the worksite change, the Employer agrees to notify FTDD immediately so the Statement of Work or job description may be modified.
10. FTDD may unilaterally modify this agreement by memorandum. This agreement shall be effective from the date of execution until termination of the project by either party with one day's advance notice or sooner if warranted.

In witness whereof, the parties hereto have executed this agreement as of the latest date appearing below, and in signing and thereby validating this worksite agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as its signatory official,

[Acknowledgements Deleted for Inclusion in this Resolution]

**SECTION III.** That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## **Workforce Innovation and Opportunity Act First Tennessee Development District Worksite Agreement**

First Tennessee Development District (FTDD) is an Administrative and Fiscal Agent for the Tennessee Department of Labor and Workforce Development (TDLWD). FTDD contracts employers to provide employment, education and training services to Youth, Adults and Dislocated Workers, some of whom have significant barriers to employment namely, disabled, low income, veterans, justice-involved, receipt of government support, including SNAP or TANF.

This program aims to develop future generations of the workforce in Northeast Tennessee, by reimbursing employers for wages paid to youth who may lack professional work experience. The purpose of this worksite agreement is to provide the employer with a method of reimbursement for their participation in the training program, by the State of Tennessee through the local workforce development board.

The employer agrees to abide by all department of labor guidelines and provide Workers Compensation Insurance for all program participants. FTDD will reimburse the employer for the agreed upon wages paid to participants at a rate not less than minimum wage. Reimbursement requests will be submitted bi-weekly or monthly, as agreed upon by the employer and the Youth Coordinator. The training period will be outlined in the Statement of Work or job description.

Both parties agree to abide by the following conditions:

1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or denied employment, in connection with any such program because of race, color, religion, sex, national origins age, disabilities, political affiliation or belief.
2. Participants shall not be employed in the construction, operation, or maintenance of any facility that is used for sectarian instruction or as a place for religious worship.
3. With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds approved under such individuals shall not be discriminated against solely because of their status as participants.
4. Authorized representatives of FTDD, TDOL, OIG, and USDOL must be allowed on the premises at all reasonable hours for monitoring of the worksites, including for counseling participants, inspecting safety procedures, and other working conditions.
5. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the State and Local Government, their sub-grantees and Contractors which are pertinent to the specific grant program under and for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
6. The employer agrees to provide working conditions that will meet health and safety regulations and abide by Child Labor Laws.

7. No currently employed worker should be displaced by a work experience participant, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.
8. The Employer agrees to furnish meaningful work and training for the participant within the purpose and scope of the program. Participants must be continuously occupied with productive work.
9. The Employer agrees to the following conditions:
  - To adhere to WIOA Rules and Regulations including the verification of time and attendance records.
  - To comply with Drug-Free Workplace laws.
  - To provide participants with an orientation regarding breaks,
  - To comply with all requirements as set forth in the Supervisor's Manual and complete all required forms.
  - To ensure that no participant will be involved in religious or political activities during working hours.
  - To always provide supervision to program participants.
  - That all supervisors and alternate supervisors will be familiarized and oriented with 'work experience' information.
  - The participants will perform the work activities described in the attached Statement of Work or job description. If the activities at the worksite change, the Employer agrees to notify FTDD immediately so the Statement of Work or job description may be modified.

10. FTDD may unilaterally modify this agreement by memorandum. This agreement shall be effective from the date of execution until termination of the project by either party with one day's advance notice or sooner if warranted.

In witness whereof, the parties hereto have executed this agreement as of the latest date appearing below, and in signing and thereby validating this worksite agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as its signatory official,

Entered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



First Tennessee Development District  
3211 North Roan Street  
Johnson City, TN 39601  
Telephone: (423)-754-2957

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The hours of operation for your organization are (days/hours):

Days: \_\_\_\_\_

Hours: \_\_\_\_\_

The following Holidays are observed by the sponsoring agency:

New Year's Day \_\_\_ Good Friday \_\_\_ Labor Day \_\_\_ Martin Luther King Day \_\_\_

Memorial Day \_\_\_ Veteran Day \_\_\_ Christmas Day \_\_\_ Presidents Day \_\_\_ Juneteenth \_\_\_

July 4<sup>th</sup> \_\_\_

#### Acquired Skills

A Each work experience site will provide clients with opportunities to gain general skills, knowledge, and work habits that will lead to full time employment. These skills may include customer service, business, technical, retail, administrative office skills, office etiquette, basic bookkeeping, patient care, etc.

B. Specific jobs that may be acquired from this site include the following job titles.

# Positions Available	Job Titles	Skills Learned



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing an Agreement with Online Utility Exchange for Customer Verification and Collections**

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

Action Form No.: AF-51-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Bishop / Bailey  
Presentation By: Floyd Bailey

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

As part of the implementation of the Customer Information System (CIS) system and improvement in utility billing processes, it is recommended that we enter into an agreement with Online Utility Exchange (OUE) for customer verification and collection services. This is an integral piece of the Hansen Solution and replaces the City's existing services with CB Collects (CBC).

The estimated cost of these services is contingent on the amount of overdue receivables collected. OUE will be paid 35% of the total future collections. Our costs for the last 2 years with CBC have not exceeded \$10,000, which is representative of poor historical collections. These services are currently funded and appropriated in existing processes.

**Attachments:**

- 1. Resolution
- 2. CBC Contracts

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH ONLINE UTILITY EXCHANGE FOR CUSTOMER VERIFICATION AND COLLECTIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, as part of the cities implementation of the Customer Information System (CIS) system and improvement in utility billing processes, staff has recommended an agreement be entered into with Online Utility Exchange (OUE) for customer verification and collection services; and

WHEREAS, the estimated cost of this service is contingent on the amount of overdue receivables collected, and OUE will be paid 35% of the total future collections.

Now therefore,

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

SECTION I. That the Collection Services Agreement with Online Information Services, is approved.

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

**Online Information Services  
Collection Services Agreement**

**This Collection Service Agreement** ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by **ONLINE Information Services, Inc.**, hereafter referred to as "Collector", a North Carolina corporation, and City of Kingsport hereafter referred to as "Creditor", a municipal corporation chartered under the laws of the State of Tennessee.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims (hereinafter called "Services").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

**1. GENERAL.**

**A.** The Creditor may refer any Claims that exceed \$50.00.

**B.** Collector shall carry out all activities in on behalf of creditor in compliance with all applicable federal, state and local laws.

**C.** Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.

**D.** Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

**2. RELATIONSHIP OF PARTIES.**

**A.** Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection, up to but excluding any claim or cause of action brought in any court of competent jurisdiction.

**B.** It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

**3. REFERRAL OF CLAIMS**

**A.** Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site.

**B.** Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, delinquency date, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.

**C.** Creditor agrees to provide collector all the necessary data elements, for each Claim, in order for Collector to comply with its Claim validation obligations under Regulation F as promulgated by the Federal Consumer Financial Protection Bureau.

**i.** Creditor agrees the data elements for compliance with Regulation F include, a correct Itemization Date, Amount Owed as of Itemization Date, Any Interest Owed since Itemization Date, any Fees owed since Itemization Date, and any Payments/Credits applied to Claim since Itemization Date, and current amount owed as of placement with Collector.

**D.** Collector agrees to comply with all of its obligations under Regulation F.

**E.** In order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, Creditor:

**i.** Will make reasonable efforts to obtain express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.

**ii.** Sample Express Written Consent Language:

*"You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."*

**F.** Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim but in no event beyond the duration of this agreement.

**G.** Creditor agrees to place Claims with Collector no less frequently than monthly.

**H.** Creditor will undertake reasonable efforts to not refer to Collector any Claim which has previously been paid or settled; any Claim which has been discharged through bankruptcy; or any Claim where an identity theft or fraud report has been filed.

**I.** Creditor will undertake reasonable efforts to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.

**J.** Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim.

**K.** Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.

**L.** Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

**M.** Creditor agrees that if a file consisting of more than 20 accounts is sent to Collector and said file contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.

**N.** Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any consumer which is being represented by legal counsel in

regards to any Claim referred to Collector.

**O.** Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.

**P.** Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

**4. METHODS OF COLLECTION.**

**A.** Collector agrees to use effective and legal methods of collection.

**B.** Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.

**C.** Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.

**D.** Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.

**E.** Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.

**F.** Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

**5. CREDIT REPORTING.** In the event that Creditor requires Collector to furnish information to a consumer credit reporting company, Creditor shall provide all information required for Collector to accurately furnish such information to the consumer credit reporting companies, including the accurate date of delinquency, account balance and other information that may be required pursuant to the Fair Credit Reporting Act or any regulation thereto, or the National Consumer Assistance Plan implemented by the three major consumer credit reporting companies.. Upon termination and return of an Account on which payment has not been fully received and has not been settled, Collector shall request deletion of any information that it furnished to any Consumer Credit Reporting Company. Collector shall report all accounts on which it reached a settlement or on which payment in full was received during the time that the Account was placed with Collector for Services as a "Settled in Full" or "Paid in Full" account.

**6. DISPUTED CLAIMS.**

**A.** It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor's Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.

**B.** Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector's responsibilities as outlined in "OBLIGATIONS OF FURNISHERS UNDER THE FCRA", attached as Exhibit A.

**C.** From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer's name.

**D.** Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector's electronic request.

**E.** Collector will accept the additional information or proof regarding disputed Claims through its secure website.

**7. ANNUAL RECONCILIATION OF CLAIMS.**

**A.** Collector and Creditor agree that ensuring the accuracy of each other's data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.

**B.** It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.

**C.** Creditor agrees if, in Collector's determination, that if out of the 25 accounts submitted for a mini reconciliation more than 2 accounts contain incorrect information Creditor agrees to perform a full Claim reconciliation between Creditor's and Collector's systems.

**8. CLAIM DATA RETENTION.**

**A.** Collector will use and retain the Creditor's Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When Collector no longer requires the Creditor's Claim data, which will generally be no more than seven years after the Date of Service of a Claim, Collector will remove it from its systems. If Collector keeps the data longer, it

would be to satisfy legal or regulatory obligations and Collector's legal basis would be relevant law or regulations.

**B.** Creditor agrees that Collector at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor's request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

**C.** It is mutually agreed that once a Claim has been purged from Collector's system Collector will no longer maintain any record of the Claim in Collector's system, databases, backups of systems and databases, or in any archives.

**9. DISCOUNT OF CLAIMS.** Creditor does not grant Collector general discount authority. Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor which shall be only communicated in writing.

**10. CLAIM ACCOUNTING**

**A.** Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.

**B.** Collector agrees to place all monies collected on Creditor's behalf into a trust account.

**C.** Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.

**D.** Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

**11. COMMISSION ON CLAIMS.** It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment. Except for:

**A. RECONNECT OF SERVICE. Definition.** A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the Creditor with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where services were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

**i. Reconnect Commissionable Actions.**

**a.** Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.

**b.** Any bad debt/collection Claim turned over to Collector that results in payment directly to Creditor and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the Creditor may reserve the right to recall the Claim from Collector.

**c.** No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

**B. ACCOUNTS REFERRED IN ERROR.**

**i.** It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.

**ii.** Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.

**iii.** Collector agrees to cancel any Claim upon notification of Creditor within the seven days.

**iv.** If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

**12. COMPENSATION AND INVOICING**

**A.** Creditor agrees to pay the rate of 35% for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).

**B.** Creditor agrees to pay the following rate of 35 % for all Claims collected whose Date of Service



and Date of Referral to Collector are greater than 12 months (Secondary Placement).

**C. Creditor understands that if Creditor does not have Express Consent on their Claims as outlined in Section 3.E. of the Agreement, Collector will add 2% to the rates in 12.A. and 12.B. above.**

**D.** Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.

**E.** Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

**F.** All billing is processed monthly between the 1st and the 5th for the previous month's services.

**G.** Creditor agrees that Creditor has 45 days from the invoice date to dispute any charges appearing on the invoice.

**H.** Collector will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".

**I.** All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

**J.** Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed \$25.00.

**K.** A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

**L.** Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

**M.** If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated.

**13. INSURANCE.** Collector agrees to carry liability insurance.

**14. WARRANTIES.** Subject to Section 21 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, as a municipal corporation, Creditor is limited by Tennessee law to the extent which it can disclaim warranties, therefore, any disclaimer shall be enforceable only to the extent permitted by Tennessee law.

**15. Limitation of Liability.** Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor also acknowledges that the fees Collector charges Creditor for the Services are based upon Collector's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Creditor and not Collector. Creditor therefore agrees that it is responsible for determining that the Services are in accordance with Collector's obligations under this Agreement. If Creditor reasonably determines that the Services do not meet Collector's obligations under this Agreement, Creditor shall so notify Collector in writing within ten (10) days after receipt of the Services in question. Creditor's failure to so notify Collector shall mean that Creditor accepts the Services as is, and Collector shall have no liability whatsoever for the Services. Unless Collector disputes Creditor's Claim, Collector shall, at its option, either re-perform the Services in question or issue Creditor a credit for the amount Creditor paid for the nonconforming Services. This re-performance or credit constitutes Creditor's sole remedy and Collector's maximum liability for any breach of this Agreement by Collector. If, notwithstanding the above, liability is imposed on Collector, then Creditor agrees that Collector's total liability for any or all of Creditor's losses or injuries from Collector's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Creditor to Collector under this Agreement during the six month period preceding the alleged breach by Collector of this Agreement. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

**16. INDEMNIFICATION.** Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants,



contractors, and agents harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a Third Party against a Party based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents. The foregoing notwithstanding, the parties acknowledge and agree that Article II, Section 29 of the Tennessee Constitution prohibits municipal corporations from lending their credit to private entities and, therefore, prohibits an agreement by Creditor to indemnify a third party or agree to a limitation of liability provision, such as the provisions set forth in the immediately preceding section. Any indemnity or hold harmless provision contained in this Agreement requiring Creditor to indemnify or hold harmless Collector or any other person or entity and any limitation of liability in favor of Collector is enforceable only to the extent permitted by Tennessee law provided Creditor's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101, et. seq.). No provision of this Agreement shall act or be deemed a waiver by Creditor of any immunity, right or privilege afforded to governmental entities under Tennessee law.

17. **Intellectual Property.** Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

18. **Non-Solicit Clause.** During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall (i). solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.

19. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

20. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by either party without prior written consent; such consent shall not be unreasonably withheld.

21. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

22. **Governing Law.** This agreement and the rights and obligations of the parties shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

23. **Dispute Resolution.** Pursuant to the Constitution and Laws of the State of Tennessee, Creditor is a sovereign entity subject only to those courts with jurisdiction over it. Therefore, any dispute between the parties concerning any aspect of the Agreement or their respective rights and responsibilities which cannot be resolved by mutual agreement, shall be brought in either the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice

before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee, or the Federal court for the Eastern District of Tennessee.

**24. Notifications.** Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

**City of Kingsport  
Attn: City Recorder  
415 Broad Street  
Kingsport, TN 37660**

**ONLINE Information Services, Inc.  
J.W. Blair, President  
P.O. Box 1489  
Winterville, NC 285**

**With a copy to:  
Office of the City  
Attorney  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660**

**25. Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

**26. TERMINATION OF AGREEMENT.**

A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said Agreement. Following the first anniversary this Agreement may be terminated by either party with a sixty-day written notice.

B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.

C. Either party may terminate this agreement upon 120 days written notice. Such termination will not be deemed a breach of contract by either party. Should Creditor exercise this provision, Creditor will compensate Collector for all satisfactory and authorized services completed as of the termination date, and Collector will refund to Creditor any funds paid by Creditor in excess of such amount. Upon such termination Collector will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

E. **No Damages or Indemnification for Termination.** Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

**27. Contract in Entirety.** This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

[Acknowledgements Deleted for Inclusion in this Resolution]

**Exhibit "A"**

Item XI9.

**All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

**NOTICE TO FURNISHERS OF INFORMATION:**

**OBLIGATIONS OF FURNISHERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB):

[www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

**Accuracy Guidelines**

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). Section 623(e).

**General Prohibition on Reporting Inaccurate Information**

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

**Duty to Correct and Update Information**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

**Duties After Notice of Dispute from Consumer**

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Section 623(a)(8). Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

Section 623(a)(8).

**Duties After Notice of Dispute from Consumer Reporting Agency**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).

- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile

and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).

- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).

- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

**Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

**Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the

information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

**Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

**Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

**Duties when ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information.

Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18<sup>th</sup> day of February, 2025.

---

PAUL W. MONTGOMERY, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing an Agreement with Doxim, LLC for migration to Current platform and Implementation of Hansen CIS**

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

Action Form No.: AF-52-2025  
Work Session: 02/17/2025  
First Reading: [Click here to enter text.](#)  
Final Adoption: 02/18/2025  
Staff Work By: Bailey/ Bishop  
Presentation By: Floyd Bailey

**Recommendation:**

Approve the Resolution

**Executive Summary:**

As part of the implementation of the new CIS system, an assessment was made of ways to integrate the City’s utility billing and mailing services with its new customer information solution, Hansen CIS. Doxim, LLC currently handles the City’s utility billing and mailing services, and has for close to 20 years. The Doxim platform currently utilized by the City is not functional with the Hansen CIS integration. For continuation of services of managing, printing bills, tracking and servicing our customers, the City desires to enhance its existing services with Doxim, LLC to be functional with the Hansen CIS.

Specifically, the enhancement of services will improve the City’s utility billing and mailing services by ensuring continuity both for the customer and customer service representatives, which will come when we are onboard their new customer service portal. Doxim will work to integrate their services with Hansen CIS while continuing to provide bill processing from our current CIS (Central Square, Naviline). They will mockup new bills, letters and notice formats and engage in testing with Hansen LLC.

Based on the foregoing Doxim, LLC is the only vendor which meets all of City’s needs for updated utility billing and mailing services.

The cost is a one-time fee of \$83,175.

These funds are identified in project code GP2502, Account Number 311-0000-601.90-03.

**Attachments:**

Doxim Statement of Work  
Declaration of Sole Source

*Item X110.*

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

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

A RESOLUTION DECLARING DOXIM, LLC A SOLE SOURCE;  
APPROVING AN AGREEMENT WITH DOXIM, LLC AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT  
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Doxim, LLC is the city's current vendor for utility billing process and mailing services; and

WHEREAS, the City desires to integrate it's utility billing and mailing services with its new customer information solution, Hansen CIS; and

WHEREAS, the Doxim, LLC platform currently utilized by the City is not functional with the Hansen CIS integration; and

WHEREAS, for continuation of services of managing, printing bills, tracking and servicing our customers, the City desires to enhance its existing services with Doxim, LLC to be functional with the Hansen CIS; and

WHEREAS, Doxim, LLC has been deemed a sole source by the city manager pursuant to Kingsport City Code of Ordinances Sec. 2-599; and

WHEREAS, pursuant to Tenn. Code Ann. § 6-56-304(2), when it is determined that there is only one source of the required service, a contract may be awarded without competition; and

WHEREAS, the cost for the upgrade is \$83,175.00, and funds are available in project GP2502.

Now therefore,

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

SECTION I. That, based on the foregoing, including the determination of the city manager, that Doxim, LLC is the sole source for the Hansen Customer Information System integration.

SECTION II. That an agreement with Doxim, LLC is approved.

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

SECTION IV. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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





**doxim**<sup>®</sup>

**Doxim LLC**

City of Kingsport

January 23, 2025

Prepared by Josh Ciccio

Josh.ciccio@doxim.com

519-820-5046 (m)

*Item X110.*

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## Confidentiality Statement

This document is confidential and may not be copied without the permission of Doxim LLC (“Doxim”). This document contains information proprietary to Doxim. Transmittal, receipt or possession of this document does not express license or imply rights to use, sell, and design, develop or have developed products or services from this information. No reproduction, publication or disclosure of this information in whole or in part, electronic or otherwise, shall be made without prior written authorization from a signing officer of Doxim. Authorized transfer of this document from the custody and control of Doxim constitutes a loan for limited purposes, and this document must be returned to Doxim upon request, and in all events upon the conclusion of the loan.

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1911 Woodslee Drive  
Troy, MI 48083

Except as modified by this Statement of Work the Agreement remains unchanged and in full force and effect. To the extent any of the terms of this Statement of Work are inconsistent with the terms and conditions of the Agreement, the terms of the Statement of Work shall control for the items contained in this Statement of Work only.

## Project Overview

A CIS conversion is a large project and can be stressful without the right support system. Doxim strives to provide that support system in a consultative manner to ensure that your bills have the same integrity and provide your customers with the information they've come to rely on as well as to provide them with additional information.

## Scope Statement

### Consultative Services

- Gap Analysis:
  - Review test data from new CIS to current bill and new design to identify any potential gaps.
  - Provide suggestions for configurations Doxim can develop to avoid customization of the extract file.
  - Call with Implementors to discuss gaps and potential configurations.
    - Identify custom fields outside of standard extract Kingsport needs for bill display.
- Design Updates:
  - Doxim to provide 2-3 suggested mockups of the bills and letters based on a design session between Doxim and Kingsport as well as suggestions from our experience working with Hansen.
    - The first round of design is to review initial suggested mockups with Kingsport to determine what changes are required. Kingsport to decide on which mockup in Round 1. Subsequent rounds (3-4 design rounds) are to show changes to chosen design mockup.
    - Design rounds will include the Critical bill formats and letters required for Hansen go live. This is not to approve data scenarios. This is to approve the location of where the data will be printed based on the scenario of the bill being created.
    - Design mockups are for Kingsport to approve any display changes needed for the Hansen implementation. Testing of the bills will be completed during the Doxim UAT Testing phase.
  - SSO access to Doxim CCM for Kingsport Employees
- Consultative services can be completed using manufactured data.

### Implementation – Hansen

#### Overall Project Information:

- Weekly project status meetings with required Doxim personnel.
  - If daily triage calls are required during testing, additional costs may apply.
- Doxim to assign project manager, business analyst, developer, and data consultant.
- Document composition, data mapping, and coding by Doxim developer to implement specifications
  - Bills
    - Doxim personnel will write specifications (mappings, business rules, etc.) for conversion of statement bill print into Hansen. Once the project is completed by Doxim, Kingsport will be provided with the final documentation.
    - Bills are expected to have multiple formats.
    - Once specifications and design are complete. Kingsport will be required to sign off prior to the start of development.
  - Letters/Notices
    - Implementation of Kingsport letters/notices including testing.

- Letters will be formatted to fit in standard #10 mailing envelope.
- Letters will be duplex print, with the same shell for each (only text in letter body changes).
- Once specifications and design are complete. Kingsport will be required to sign off prior to the start of development.

## Overall setup description

- Application Processing
  - All clients at Doxim have their own application. Kingsport can have 2-3 applications (Bills, Letters, Notices, Adhoc letters etc..) built to support the printing and mailing as well as the electronic delivery needs for Kingsport.
  - Doxim will create an application for the Kingsport/Hansen output. Doxim will use our Hansen adapter and add any Kingsport specific fields using a plug-in to the adapter so that we can load the data from the extract file into the Doxim database.
  - New business rules and mapping documents will be created specifically for Kingsport Hansen system. All client's data are stored separately in our database and other client applications do not have access to the Kingsport applications.
  
- File Processing
  - All files will be sent through SFTP to Doxim site. Doxim will set up an automation window to meet Kingsport bill cycle completion. Application will look for and pick up files during the appropriate window. Approved files received before 3am will mail the "same business day". Approved files received after Midnight will be mailed the next business day. Input file naming conventions may change based on the conversion to Hansen Files will be submitted in XML format and transmitted within a single zip file.
  - All files will go through a duplicate file checker prior to ingesting into Doxim database. A hash code is created for each file received and stored for 45 days. Each file is compared against the hash codes in the database and if there is a match, we suspend the file in our duplicate file queue for the Doxim CSR to resolve with Kingsport.
  - All files will go through a balancing check. Doxim will compare the record count in the file header or footer and compare against the records we load into the database. Doxim will also SUM the total amount due of each record in the file and present that back to Kingsport for verification. If the record count matches, we will move forward in processing. If the record count does not match, Doxim will stop processing and display out of balance messaging and emails will be sent and Kingsport will be contacted.
  - During the balancing stage, Doxim will also identify any invalid records sent. The invalid criteria will be determined during the implementation and any record that contains those invalid criteria will be removed from the file and reported back to Kingsport with the account number and a description of the invalid criteria.
  - Once the file is balanced and passed the duplicate and invalid steps, the file will be available for confirmation. Confirmation samples will be created based on account scenarios. Kingsport will receive 5 of each type of scenario for approval with a report.
    - Active Confirmation: Once the process produces samples, the process will stop until Kingsport personnel log into the UConnect portal and approve the file before it gets printed. Typically, clients choose to be on active confirmation for at least 2 weeks to 1 month after a CIS integration or upgrade. \*\*Choosing active confirmation means you will not have same day mailing if not approved before Midnight.
    - Passive Confirmation: Once the process produces samples, the samples will be available on the portal but instead of the process stopping for approval, it will continue assuming Kingsport approval to be able to meet same day mailing SLA.
  - Existing document handling rules will apply:
    - Bills flagged as a "reprint" will be printed and shipped to Kingsport office.

- Environments
  - Doxim works in 3 environments. Development, UAT and Production.
    - Development: This is the environment that Doxim developers use to begin the coding process for client applications. There is no outside connection to DEV and only approved developers have access to the DEV environment.
    - UAT: This is the environment we use for testing with clients. This environment will place a “Production Test” watermark on each document composed and is not connected to outside sources or the print shop. This protects against any test files from being automatically sent to 3rd party vendors and available to customers.
    - Production: This is the environment we use for production processing. This code is producing the bills for production. We have a test instance in production. We can run internal or client tests against the production code. These tests will place the watermark on the bills to ensure its seen as a test and not mailed.
  
- Testing – Hansen Implementation
  - Includes a minimum of 4 rounds of UAT (Doxim UAT test environment testing and bug fixes during controlled account testing with Doxim).
    - UAT testing with Doxim is to ensure that the Business rules and mapping applied for Hansen are proper. Doxim will use the same set of testing files (controlled account scenarios) to ensure all business rules and mapping is proper. Further testing is available after Doxim UAT is complete.
    - Samples will be placed on SFTP for Kingsport retrieval.
    - Feedback log to record issues/changes will be provided.
  - Once controlled account test scenarios have been approved by Kingsport, deliverable and sign off, the application will be available for any testing needed by Kingsport to satisfy Encompass Testing stages.
  - SIT Testing with Kingsport can commence. \*\*Doxim needs to be in UAT environment before SIT testing can begin.
  - Once Testing is approved by Kingsport, Doxim will promote code to the Production environment.
  - During Testing, Bill Exceptions Management will be available and additional rules outside of production can be applied just for testing.
  - Doxim to set up window for Kingsport (SIT & UAT) testing to constantly look for files to process.
  - Once Doxim is in UAT, we can provide Kingsport with printed samples for review.
  - Remittance testing will be completed in Doxim Production/Kingsport UAT.
  - Doxim will facilitate testing and research issues to help triage if the issue is with Doxim code or bill print extract. Testing and review of bills will be completed primarily by Kingsport resources.
  
- PDF Creation & Display
  - Standard internal API call is included for Hansen bill display functionality.
  - Doxim will continue the process to create and now store PDFs.

Doxim

In Scope tools:

### **Self-Serve Bill Messaging**

Document management tool that allows you to efficiently deliver specific messages and letter content to your audiences. Doxim CCM allows users with assigned permissions to have the ability to select documents for content editing, sample generation and management of production schedules. This tool allows you to edit your messages on your bill statements and edit your letter text yourself.

- Add statement marketing messages to bill messaging tool
- Add all letters to bill messaging tool
- Unlimited training and licenses

### **Document Repository**

Doxim's document repository will provide Kingsport with quick-search functionality to locate any bill history detail and the PDF images.

- Flexible search criteria
- Immediate access to documents and PDF's
- Offers the ability for users to print, email, or fax documents in real-time
- Provide PDF images back to Hansen CIS to be stored

### **Exceptions Management**

- Exceptions Management is our auditing and bill-capturing tool that will allow Kingsport to fine-tune their billing verification and audit process to increase accuracy and eliminate errors. Set customized criteria for documents you want to review prior to composition and when criteria are met, the solution automatically pulls the items identified and holds them for your review and disposition.
- Works in conjunction with Hansen
- Online, diverted bill technology
- Stop "bad" bills from being delivered
- Cost-reduction technology
- Over 80 pre-defined business rules available for Kingsport use.
- Add in an inline insert as an additional way to communicate with customers.
- Bills caught in exceptions management and approved, will be delivered with the next day's billing.

### **File Tracking**

Batch progression and document level application will provide the Kingsport team with visibility on where your files are throughout the production and mailing process. This is broken down to illustrate when we've received your file, when it has processed, began printing, completed printing along with showing mail scans from the USPS.

- Insight into progression of batch in Doxim production / job processing
- Near real-time statistics and available piece level tracking to the customer's door using USPS informed visibility
- History of Doxim processing and output



### Stabilization

- Weekly project status meetings with required Doxim personnel will continue for one completed bill cycle post go-live.
- Any defects identified during the project as post go-live items to be corrected during this timeframe, additional costs may apply (if defect is identified as out of scope for both Doxim and Kingsport).

### Out of Scope

- Additional rounds of Doxim UAT

### Timeline

- Build phase: TBD – dependent on document execution and allocation of project resources
- Test phase: TBD
- Go-live: Conjunction with Hansen go-live (early 2026)

**Example of Roles Required for Project**

**R – Responsible:** Who is responsible for the execution of the task? Those who do the work to achieve the task.

**A – Accountable:** Who is accountable for the tasks and signs off the work. Ultimately answerable for the correct and thorough completion of the deliverable or task.

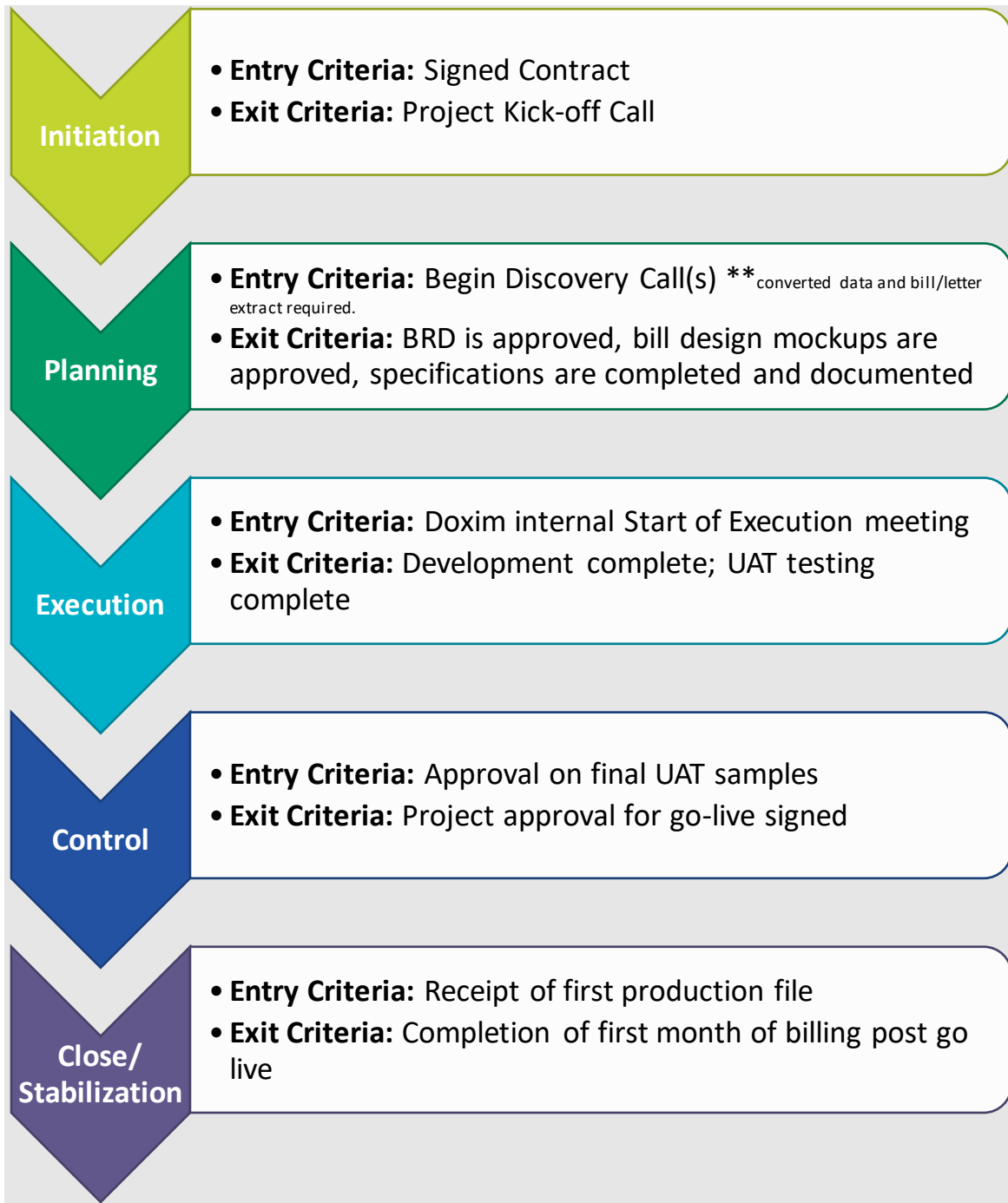
**C – Consulted:** Who are the subject matter experts to be consulted? Those whose opinions are sought.

**I – Informed:** Who are the people who need to be updated of the progress? Those who are kept up-to-date on progress, often only on completion of the task or deliverable.

Name	Role	Responsibility Role (R, A, C, I)	Primary Responsibilities	Email	
TBD	Project Sponsor	C, I	Overall Stakeholder of project. Keep up to date on major project activities; make decisions on escalated issues; and assist in the resolution of roadblocks. Project Escalation point if there are any issues with the project that cannot be addressed/overcome by the project team.		
TBD	Project Manager	R, A	Chairperson for project meetings. Create and manage timeline. Delegate project work to assigned resources. Ensure all project deliverables are met, issues/action items are resolved on time, and end result matches initial specifications. Responsible for cutover and go live.		
TBD	Implementation Analyst	R	Responsible for the creation and documentation of technical and design specifications. QA specialist for testing.		
TBD	Director of Development	C	Provides expertise on system architecture. Responsibilities include: maintain up to date experience on the architecture of the system; provide advice on what is critical to the performance of the project from an IT standardization point; and advise on standard vs custom code.		
TBD	Developer	R	Works toward the deliverables of the project in order to produce a product that meets the business objectives and meets the project scope.		
	Project Sponsor	I	Overall Stakeholder of project. Keep up to date on major project activities; make decisions on escalated issues; and assist in the resolution of roadblocks.		
	Project Sponsor	I	Overall Stakeholder of project. Keep up to date on major project activities; make decisions on escalated issues; and assist in the resolution of roadblocks.		
	Project Manager	R, A	Oversees project resources to ensure milestones are met.		

	Technical Lead	C, A	Responsible for technical deliverables. Knowledge of data.		
	Design Lead	C, A	Responsible for decisions on overall design; makes final decision if consensus can't be met. Provides final approval on design/mockups.		
	Marketing/Communications Lead	R, A	Responsible for marketing and communication to client regarding the bill redesign.		
	Voice of the Customer	C, A, I	Responsible for gathering and sharing customer-related preferences and expectations.		
	QA Specialist	R, A	Responsible for testing and sample review.		

## Milestones & Key Deliverables



## Project Change Control

The Change Control Process governs changes to the Project scope and deliverables during the life of the Project. The purpose of this process is to coordinate and properly document the development, installation and evaluation of new features and functionality during the Project. The process will apply to new Project components and to enhancements of existing Project components. The Change Control Process will be implemented as applicable from the start of the Project and will continue throughout the Project's duration.

This is a fixed price statement of work. Should this Statement of Work change due to Customer requirements, deletions and/or additions will be addressed using a Change Request Process to reflect the appropriate cost adjustments. All Change Requests will be calculated based on Doxim standard Professional Services rate of \$150 per hour.

## Project Pricing Summary

Service Description	Cost
<b>Statement Conversion</b> – includes Hansen CIS migration outlined above as well bill redesign	\$ 113,500 (one-time)
<b>*After Discount – applied due to existing partnership</b>	\$83,175 (one-time)
<b>**Base Statement Package</b> – includes processing, postal optimization, suppression, PDF creation, all materials (highlight color lasering, paper, envelopes), electronic delivery to customers, return of PDF file to Hansen, document archival for 13 months.	\$0.1597/bill
<b>***Doxim CCM Admin Portal</b> – tracking/confirmation of mailing, self-serve control to modify on bill messaging, ability to capture “bad” bills prior to being sent out based on predefined business rules i.e. high bill, unbalanced bill total etc. as well reports including corrected addresses, track electronic delivery analytics.	\$1,035/month

## Project Payment Terms

\*The one-time cost will be billed in 3 installments based on the project milestones referenced in the Project Pricing Summary above: 25% at SOW signing (1), 25% upon UAT (2), 50% upon go-live (3)

\*\*Base statement package pricing will go into effect upon go-live and will be held till December 31, 2027, which thereafter will be subject to CPI adjustments. Additional years of document storage is available upon request. Pricing is subject to length of time.

\*\* \*Unlimited licensees and training of admin portal

**Travel** – Client agrees to cover any travel expense (within Client’s Travel policy) associated with the delivery of Consultant Services, if required, unless otherwise stated in the contract. Doxim does not foresee travel to be needed for this project unless Client requests it.

## Approvals

### Acceptance

After Production Parallel is completed, the Client must formally accept the configuration before completion of cutover. This acceptance constitutes verifying that the process and configuration is acceptable for use in production, utilizing a formal sign-off.

### Agreement to Execute

I have reviewed the information contained in this SOW and agree to the defined deliverables specified in it. Signed, sealed, and delivered as of the first date written below.

#### City of Kingsport

#### Doxim

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Date

AWARD OF CONTRACT WITHOUT COMPETITION  
PURSUANT TO KINGSPORT CODE OF ORDINANCES § 2-599  
RE: DOXIM, LLC  
UTILITY BILLING PROCESS AND MAILING SERVICES

Pursuant to the authority granted by *Kingsport Code of Ordinances § 2-599*, as City Manager I determine the only source currently available for our utility billing process and mailing services, as more fully described herein, to be Doxim, LLC.

An assessment was made of ways to integrate the City's utility billing and mailing services with its new customer information solution, Hansen CIS. Hansen CIS has prior experience working with Doxim, LLC and more specifically Doxim, LLC currently handles the City's utility billing and mailing services, and has for close to 20 years. The Doxim platform currently utilized by the City is not functional with the Hansen CIS integration. For continuation of services of managing, printing bills, tracking and servicing our customers, the City desires to enhance its existing services with Doxim, LLC to be functional with the Hansen CIS.

Specifically, the enhancement of services will improve the City's utility billing and mailing services by ensuring continuity both for the customer and customer service representatives, which will come when we are onboard their new customer service portal. Doxim will work to integrate their services with Hansen CIS while continuing to provide bill processing from our current CIS (Central Square, Naviline). They will mockup new bills, letters and notice formats and engage in testing with Hansen LLC.

Based on the foregoing Doxim, LLC is the only vendor which meets all of City's needs for updated utility billing and mailing services. As such the contract with Doxim, LLC is awarded without competition as the only source of the required service.

This determination is effective as of the 18<sup>th</sup> day of February 2025.

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Christopher W. McCartt, City Manager



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor’s Signature on the Certification of Local Government Approval for the 2025 Emergency Solutions Grant Application**

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

Action Form No.: AF-30-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Michael Price  
Presentation By: Michael Price

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The mayor’s signature is required on the Certification of Local Government Approval form that will allow The Salvation Army of Kingsport, Grace House, Hope Have and Family Promise of Greater Kingsport to apply for the 2025 Emergency Solutions Grants. This form is created and required by the Tennessee Housing Development Agency (THDA). THDA is a pass-through agency for the HUD-funded Emergency Solutions Grant. Local government approval of activities is required for applicants providing shelter services in the county of the shelter’s physical location.

**Attachments:**

- 1. Resolution
- 2. Certification of Local Government Forms

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



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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR THE SALVATION ARMY OF KINGSPORT, GRACE HOUSE, HOPE HAVEN AND FAMILY PROMISE OF GREATER KINGSPORT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Salvation Army of Kingsport, a program that offers shelter, meals and supportive services to homeless individuals and families, would like to apply for a 2025 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, the Grace House, a program that offers shelter, meals and supportive services to homeless individuals and families, would like to apply for a 2025 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, Hope Haven, a program that offers shelter, meals and supportive services to homeless individuals and families, would like to apply for a 2025 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, Family Promise of Greater Kingsport, a program that offers shelter, meals and supportive services to homeless families with minor children, would like to apply for a 2025 Emergency Solutions Grant through the Tennessee Housing Development Agency; and

WHEREAS, The Salvation Army of Kingsport, Grace House, Hope Haven and the Family Promise of Greater Kingsport requests the city execute a Certification of Local Government Approval form which is a requirement of the grant.

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 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 Certification of Local Government Approval for the Salvation Army of Kingsport and Family Promise of Greater Kingsport to apply for a 2024 Emergency Solutions Grant through the Tennessee Housing Development Agency and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the certification or this resolution.

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

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

ADOPTED this the 18th day February, 2025.

\_\_\_\_\_  
PAUL MONTGOMERY, MAYOR

ATTEST:

Item XII.1.

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ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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Rodney B. Rowlett III, CITY ATTORNEY

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL**

**FOR NONPROFIT ORGANIZATIONS APPLYING FOR  
EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER**

ESG Nonprofit Recipient:	The Salvation Army, Kingsport
ESG Shelter Project:	Emergency Shelter
Unit of General Purpose Local Government for the geographic area served (city or county):	Kingsport, TN
Project Description (2-3 sentences):	The Salvation Army of Kingsport operates emergency and transitional housing programs in our shelter located at 505 Dale Street in Kingsport, TN. This place of refuge for the unhoused is the only shelter in Kingsport that serve men, women, as well as families.

**I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve\* of this project.**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title of Signatory Local Official

\* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:  
 "...The recipient must subgrant the remaining funds in its fiscal year grant to:  
 (1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or  
 (2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL**

**FOR NONPROFIT ORGANIZATIONS APPLYING FOR**

**EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER**

ESG Nonprofit Recipient:	Kingsport Homeless Ministry Inc
ESG Shelter Project:	Grace House
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Kingsport
Project Description (2-3 sentences):	Grace House is a combined low barrier night shelter and day center operated by the Kingsport Homeless Ministry. The night shelter provides sleeping accommodations, showers, laundry, and personal hygiene items for up to 20 women and 20 men per night. In addition to being a safe place to pass time during the day, the day center provides connection to case management, referrals, dental, employment skills training, and other essential services.

**I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve\* of this project.**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title of Signatory Local Official

\* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:  
"... The recipient must subgrant the remaining funds in its fiscal year grant to:  
(1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or  
(2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL**

**FOR NONPROFIT ORGANIZATIONS APPLYING FOR  
EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER**

ESG Nonprofit Recipient:	<b>Hope Haven Ministries</b>
ESG Shelter Project:	Men & Women's Homeless Shelter & Case Management Services
Unit of General Purpose Local Government for the geographic area served (city or county):	Kingsport, TN / Sullivan County, TN / Tri-Cities Metropolitan Area
Project Description (2-3 sentences):	Continue case management and shelter services for homeless individuals; Expand Hope Haven's job training program to include adult education/GED program; Renovate common's area and laundry room at the men's shelter; Refloor basement of the women's shelter; purchase appliances for both shelters.

**I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve\* of this project.**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title of Signatory Local Official

\* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:  
"... The recipient must subgrant the remaining funds in its fiscal year grant to:  
(1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or  
(2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL**

**FOR NONPROFIT ORGANIZATIONS APPLYING FOR**

**EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER**

ESG Nonprofit Recipient:	Family Promise
ESG Shelter Project:	Emergency Shelter
Unit of General Purpose Local Government for the geographic area served (city or county):	Kingsport, Tn
Project Description (2-3 sentences):	Our shelter program is exclusively for families with minor children. Our approach of keeping families together, identifying their strengths, and partnering with the community for solutions means that families are at much lower risk of returning to homelessness.

**I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve\* of this project.**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title of Signatory Local Official

\* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:  
"... The recipient must subgrant the remaining funds in its fiscal year grant to:  
(1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or  
(2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve a Property Damage Release with USAA General Indemnity Company**

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

Action Form No.: AF- 42-2025  
Work Session: February 17, 2025  
First Reading: February 18, 2025  
Final Adoption: February 18, 2025  
Staff Work By: K Hodgson  
Presentation By: B Rowlett

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

This resolution authorizes the execution of a release with USAA General Indemnity Company to resolve a claim for damages to Centennial Park in the amount of \$22,697. This amount equals the total sum incurred by the city for repairs.

On July 12, 2024, Stephen Redmon lost control of his vehicle and hit a brick column and plaque at Centennial Park. Stephen Redmon is insured by USAA General Indemnity Company, which has offered to settle the claim for \$22,697 and requested a signed release.

It is recommended the board approve the release and authorize the mayor to execute the same.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE WITH STEPHEN REDMON THROUGH USAA GENERAL INDEMNITY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on July 12, 2024 Stephen Redmon lost control of his vehicle and hit a brick column and plaque at Centennial Park; and

WHEREAS, Mr. Redmon's insurer, USAA General Indemnity Corporation, has offered to settle the claim with the city for the damages incurred in the amount of \$22,697.00; and

WHEREAS, based on the amount of the policy limits and other pertinent factors it is deemed advisable to settle the claim for the amount offered; and

WHEREAS, USAA General Indemnity Corporation requires a release be executed by city in exchange for payment of damages.

Now therefore,

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

SECTION I. That a Release for Property Damage with USAA General Indemnity Corporation in the amount of \$22,697.00 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 Release for Property Damage with USAA General Indemnity Corporation, to deliver the release 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 release and this resolution, said release being as follows:

**Release for Property Damage**

Member Name	Claim Number	Date of Loss
Stephen B Redmon	030765259 - 800	07/12/2024

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Twenty Two Thousand Six Hundred Ninety Seven and 00/100 (\$22,697.00 ) , the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, and forever discharge Stephen B Redmon from all liability for damages to any and all property resulting from automobile accident occurring on or about July 12, 2024 , at or near Kingsport , TN .

It is expressly understood that this release applies only to liability for the property damage which arose from the above-stated event and that this release does not affect any other rights, causes of action, or demands that the releaser may have for other damages, including but not limited to personal injury claims, or other claims that have or may arise out of the other events or contacts.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.



Tennessee Code Annotated § 56-53-111 4(b) states: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  
[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the release set out herein that do not substantially alter the material provisions of the release, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 18th day of February, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# RELEASE FOR PROPERTY DAMAGE

Member Name	Claim Number	Date of Loss
Stephen B Redmon	030765259 - 800	07/12/2024

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Twenty Two Thousand Six Hundred Ninety Seven and 00/100 (\$22,697.00) , the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, and forever discharge Stephen B Redmon from all liability for damages to any and all property resulting from automobile accident occurring on or about July 12, 2024 , at or near Kingsport , TN .

It is expressly understood that this release applies only to liability for the property damage which arose from the above-stated event and that this release does not affect any other rights, causes of action, or demands that the releaser may have for other damages, including but not limited to personal injury claims, or other claims that have or may arise out of the other events or contacts.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

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Tennessee Code Annotated § 56-53-111 4(b) states: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
City/State Day Month Year

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

**Date**

**Attest:**

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**



**AGENDA ACTION FORM**

**Consideration of a Resolution to Donate Certain Library Materials to the Friends of the Kingsport Public Library**

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

Action Form No.: AF-28-2025  
Work Session: February 17, 2025  
First Reading: N/A  
Final Adoption: February 18, 2025  
Staff Work By: Mary Thomas  
Presentation By: Michael T. Borders

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

If approved the City will donate approximately 15,000 items to the Friends of the Kingsport Public Library (Friends).

To maintain a collection relevant to the community (as based on circulation statistics) the library periodically reviews and selects some items for removal from the collection. The library is in the process of relocating to the Fort Henry Mall and will not have the capacity to house the entirety of the collection. The library currently has approximately 90,000 items in the physical collection.

The approximately 15,000 items selected for removal from the collection have an original purchase price of approximately \$390,000 and an estimated resale value of \$15,000. Donated materials will be sold by the Friends. The Friends' Mission is, "to support, promote and enrich the Kingsport Public Library in providing services and opportunities to the community".

The upcoming Friends Kingsport Book Fair is February 28 – March 1<sup>st</sup> at the MeadowView Convention Center.

**Attachments:**

- 1. Resolution

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

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

A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS PERSONAL PROPERTY FROM THE KINGSPORT PUBLIC LIBRARY TO THE FRIENDS OF THE LIBRARY AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE DONATION OR THIS RESOLUTION

WHEREAS, the city had been preparing the Kingsport Public Library for the renovation project and relocation to the Fort Henry Mall; and

WHEREAS, the Kingsport Public Library has a large collection relevant to the community and the space at the mall will not have the capacity needed for the whole collection; and

WHEREAS, the Kingsport Public Library would like to donate approximately 15,000 items to the Friends of the Kingsport Public Library which has an estimated resale value of \$15,000.00; and

WHEREAS, pursuant to Section 2-571(7) of the Ordinances of the City of Kingsport, the board may waive any requirements set out and dispose of property in the best interest of the city, which in this instance is to donate a portion of its collection to the Friends of the Kingsport Public Library; and

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates 15,000 items of surplus personal property to the Friends of the Kingsport Public Library.

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 18<sup>th</sup> day of February, 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