City of Clarksville

# Gas & Water Board

June 18, 2026 at 4:30 PM
Clarksville Gas & Water Department

Please silence all cell phones.

## AGENDA

1. **Public Comment**
   (allows 3 persons; 5 minutes each)

2. **Call to Order**

3. **Announce Members in Attendance (verify quorum)**

4. **Approval of Minutes**

   A. May 27, 2026

5. **Board Action Required**

   A. Request for Professional Services: Tennessee College of Applied Technology

   B. Waypoint Platform Solutions

6. **Reports**

   A. Sold Assets

   B. Contract Change Order: Stormwater Division Development Study and Implementation Plan

   C. InSource Solutions

   D. Bid Summary

   E. Financial

   F. Departmental

7. **Adjournment**

Board Minutes

May 27, 2026

## CALL TO ORDER

The Clarksville Gas & Water Board was called to order, on Wednesday, May 27, 2026 at 4:30 p.m. A quorum was present.

## ATTENDANCE

The following were in attendance:
Tom Drew, Curtis Johnson, Stacey Streetman, Mark Riggins, Patrick Chesney, Troy Jones, Dawn Thomack, and Brandy Slaughter

## APPROVAL OF MINUTES

Board member Stacey Streetman made a motion to approve the minutes from the April 21, 2026 meeting. Board member Curtis Johnson seconded that motion. All were in favor, the minutes passed.

## BOARD ACTION REQUIRED

A. Request for Professional Service: Black & Veatch Corporation (B&V): After Mark explained this contract, the Board was asked to approve a professional services contract with Black and Beach Corporation for a water quality testing and reuse study collaboration. Board member, Stacey Streetman made a motion for approval. Curtis Johnson seconded the motion. All were in favor, the motion was approved.

B. Request for Professional Services: Tennessee College of Applied Technology: A contract with the Tennessee College of Applied Technology was presented for specialized electrical, hydraulic, and fluid power training. This training was requested by water and wastewater mechanics in areas such as sewer lift and water distribution. Costs were based on a price sheet that was provided for the specific training utilized. Board Member Curtis Johnson made a motion for approval. Board member Stacey Streetman seconded the motion. All were in favor, the motion was approved.

C. Bid Summary Recommendation: South Clarksville Water Treatment Plant Disinfection: Cumberland Valley Constructors submitted a bid for a project that covers the regular maintenance and replacement of membranes and controls at the existing water treatment plant, which are necessary for the water filtration process. The bid was for $2.4 million. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

D. Bid Summary Recommendation: Ft. Campbell East End Road Bridge Natural Gas Main Replacement: A bid summary was presented from Morris Wall Construction Company, Inc. to replace a six inch gas main on the East End Road Bridge at Ft. Campbell. This cost-reimbursement project is estimated at $259,751.66. Board Member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

E. Bid Summary Recommendation: Automatic Opening Doors Installation: A bid summary was presented from Triple S Contracting for $160,000 to perform accessibility improvements. Work includes installing automated push-button door openers at the North Service Center, the main building, and the South Service Center to ensure the facilities are handicap accessible. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

F. Cost Reimbursement Agreement with Foxman LLC for Sampling and Water Quality Testing: An agreement with Google was presented regarding the reimbursement of up to $100,000 for water quality testing and sampling expenses, which were previously approved under the Black and Veatch Corporation project. Mark Riggins also noted that there are also potential future discussions regarding capital investment partnerships with Google. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

G. Underground Facility Locating and Marking Services with UtiliQuest LLC. : A sole source contract with UtiliQuest for underground utility locating and marking services was presented. It was presented as a sole source justification due to the extensive time set up required for Tennessee One Call response programs and the contractors successful nine year performance history. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

H. Pipeline & Hazardous Materials Safety Administration Certifications, Assurances, and Clauses: PHMSA pipeline safety certifications, lobbying assurances, and Title VI non-discrimination adherence documents were presented to the Board. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

I. FY27 Pay Table: An updated pay table was presented to the Board, which incorporated a previously approved budget including a 3% cost of living increase, and a 2% wage increase. Mark Riggins explained that these shifts align the pay table with the approved budget. This would be implemented with the pay period that begins June 29, 2026. Board member Stacey Streetman made a motion for approval. Board member Curtis Johnson seconded the motion. All were in favor, the motion passed.

REPORTS

A. Sold Assets – Mark reviewed this with the board members. There were no questions.

B. Contract Change Order: Suiter-Turner Lane – Mark reviewed this and the changes with the board members. There were no questions.

C. Contract Change Order: Judy Construction- North Clarksville Water Treatment Plant – Mark reviewed this with the board members. There were no questions.

D. Bid Summary – Mark reviewed this with the board. There were no questions.

E. Financial

Dawn Thomack went over the April financials for the Water Division. Revenue for the month was $3.97 million, Year-to-date was $40.3 million. Operating expenses were $2.9 million. Year-to-date was $30.2 million. The income from operations was just over $1 million. Year-to-date was $10.1 million. In the month of April there was an income of $549,000. Year-to- date there is an income of $4.1 million. Capital spending year-to-date is just under 31.5 million.

Dawn Thomack went over the April financials for the Wastewater Division. Revenue for the month was just under $4.5 million. Year-to-date was $45.7million. Operating expenses for the month was $3.4 million. Year-to-date was just over $32.9 million. The income from operations was just over $1 million. Year-to-date was just under $12.8million. There was an expense of $406,000. Year-to-date was an expense of $3.2 million. The total income in wastewater fort the month of April was just under $663,000. Year-to-date was $9.5 million. Capital spending Year-to-date was $26.3 million.

Dawn Thomack went over the April financials for the Gas Division. Revenue for the month was just under $2.7 million. Year-to-date was just under $38.5 million. Operating expenses for the month was just under $2.5million. Year-to-date was $34.3 million. Income from operations was just under $183,000. Year-to-date was just over $4 million. Other income was $28,000. Year-to-date was $332,000. Total income for April was $210,000. Year-to- date was just under $4.6 million.

Debt coverage was next. In the month of April the debt coverage ratio was 2.2. The debt to operating revenue ratio was 2.33 and is expected to improve as debt is paid down.

Lastly, Dawn Thomack explained the cash flow levels for Water, Wastewater, and Gas to the board. There were no questions.

F. Departmental – Mark reviewed the departmental reports with the board. There were no questions.

ADJOURNMENT

The meeting was adjourned at 4:53 p.m.

# REQUEST FOR PROFESSIONAL SERVICE

## 1. SELECTION OF FIRM

| | |
|---|---|
| PROJECT NAME AND SCOPE OF WORK: | Electrical and Fluid Powers Training: This training will be utilized by both Water and Wastewater Mechanics. The course is comprised of four individual classes that were developed with collaborative efforts between CGW and TCAT to fit the needs of the CGW maintenance staff. These four classes will cover Basic Electrical, Motor Controls, Fluid Powers, and Process Control Instrumentation and total 300 hours of training that accommodates the work schedules of CGW. A copy of the class syllabus is attached with this request. |
| NAME OF FIRM: | Tennessee College of Applied Technology (TCAT) |
| QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM: | Over 8 years of instructional experience in Mechatronics, Welding, Machine Tool Technology, and Industrial Maintenance, combined with 6 years of hands-on industry experience as a machinist and multicraft maintenance technician. Proven track record of training 200–250 students annually across multiple technical disciplines. Successfully developed and delivered customized training programs for more than 15 companies, including industry partners and apprenticeship programs. These training programs are highly regarded by employers, with companies such as Trane and others actively seeking and valuing this instruction for workforce development. Demonstrates a strong commitment to quality, safety, and adherence to industry-aligned standards. |
| YEARS OF EXPERIENCE: | Over 14 years of combined experience, including 6 years in industrial manufacturing and maintenance roles and more than 8 years in technical education and workforce training. |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | No direct projects performed for the City at this time. |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | Provided technical training and workforce development programs for over 20 companies across various industries, including manufacturing, industrial maintenance, and skilled trades. Delivered instruction through customized training, industry partnerships, and apprenticeship programs focused on developing job-ready skills in mechatronics, welding, and machine tool operations. |
| OTHER QUALIFICATIONS: | Extensive experience in developing curriculum and hands-on training programs tailored to meet industry needs. Strong background in bridging the gap between education and real-world application. Demonstrated ability to effectively train diverse groups, ranging from entry-level students to experienced technicians seeking advanced skill development. Committed to safety, continuous improvement, and the development of a highly skilled workforce. |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND **MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY**): | Brian Shelton<br>Bradley Ruble<br>Angel Goike |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | CGW-Water and Sewer Departments |

SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE | DATE 4/15/26

SIGNATURES OF OTHERS INVOLVED IN SELECTION | DATE 4-7-26 4-7-26 4/1/24

SIGNATURE OF PURCHASING SUPERVISOR | DATE 4.22.26

2. **COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING SUPERVISOR ONCE OBTAINED.**

| | |
|---|---|
| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | $130,000 |

Acknowledgement of cost estimate received:

Ca Thomas
SIGNATURE OF PURCHASING SUPERVISOR | 6-4-26
DATE

Dawn Thomack
SIGNATURE OF CHIEF FINANCIAL OFFICER | 6-1-2026
DATE

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Waypoint Business Solutions
118 Vintage Park Blvd. W414 Houston, Texas 77070
waypointsolutions.com

# PLATFORM QUOTE

| | | | |
|---|---|---|---|
| Customer | Clarksville Gas and Water | Date Issued | 05-18-2026 |
| Quote ID | WPS-Q-00001043 | Prepared By | WPS |
| Platform | WIP, WSC | Billing | Monthly – 5-Year Term |
| | | Contract | OMNIA 01-143 |

## SCOPE SUMMARY

A hosted cluster of resources for DR workloads under the Waypoint Infrastructure Platform (WIP) offering. Cluster hardware will be hosted in Waypoint's tier IV datacenter location onsite in Bryan, Texas. Network connectivity will be managed by a HA pair of managed FortiGate firewalls. Monthly recurring charge shown below; taxes (if applicable) are additional. This quote reflects pricing for the line items(s) listed detailed technical requirement are captured in the final agreement.

## PRICING

| Item | Description | Price |
|---|---|---|
| WPS-WIP | Hosted VMware Cluster | $11,059.10 |
| WPS-WSC | Managed HA Firewalls | Included |

## NOTES

Taxes (if applicable) are in addition to any shown pricing. **Pricing and terms in this draft quote are preliminary, subject to change, and are not binding until a final written agreement is executed.**

| | |
|---|---|
| Subtotal | $11,059.10 |
| Tax | (if applicable) |
| Total | $11,059.10 |

**Please Note**

Given current market conditions, Waypoint is experiencing significant price fluctuations across hardware and component pricing. We encourage you to work closely with your Account Executive to understand how these changes may impact your solution pricing, delivery timing, and component availability before finalizing your agreement.

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Waypoint Business Solutions

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WAYPOINT INFRASTRUCTURE PLATFORM – IaaS

On-premises resource pool · Client datacenter location · High availability across all workloads

The following outlines the infrastructure resources provisioned to your organization under the Waypoint Infrastructure Platform (WIP). This represents a contracted allocation of compute, storage, and network capacity – managed, maintained, and supported by our team, hosted in our tier IV colocation facility. All resources are delivered as a service with high availability applied automatically across every workload.

RESOURCE ALLOCATION SUMMARY

### Virtualization platform

VMware virtualization with vCenter Server, providing automated workload continuity and live migration across the cluster.

vCenter Server – limited access

ESXi host – restricted access

### Compute capacity

Dedicated CPU and memory allocation provisioned for production workloads.

| | |
|---|---|
| Raw CPU frequency | 345 GHz |
| CPU cores (physical / logical) | 64C / 128T |
| Raw memory | 1.5 TB RAM |

### Storage resources

All-NVMe flash storage with dedicated iSCSI connectivity for consistent, low-latency performance across all VMs.

| | |
|---|---|
| Usable flash capacity | 53 TiB NVMe |
| Storage IOPS | 200,000 IOPs |
| SAN connectivity | 25GbE iSCSI |

### Network connectivity

High-speed host-level network fabric providing bandwidth to support virtualized workloads and inter-cluster communication.

| | |
|---|---|
| Host network bandwidth | 10/25 GbE |
| Switching | 25 GbE SFP28 fabric |
| Uplink capacity | 2× 25 GbE SFP28 |

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## Licensing & client access

Microsoft licensing is not provided with this solution, bring your own licenses (BYOL) model chosen.

| | |
|---|---|
| Datacenter edition | **BYOL** |
| Client access licenses (CALs) | **BYOL** |

## VMware Licensing

VMware licensing is not provided with this solution, bring your own licenses (BYOL) model chosen.

| | |
|---|---|
| VMware edition | **VMware Cloud Foundation - BYOL** |

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WAYPOINT PLATFORM SOLUTIONS – Recurring Services

The monthly recurring charge includes fully managed platform services across all subscribed Waypoint platform tiers. Waypoint proactively monitors the underlying infrastructure 7x24x365, covering compute, storage, networking, and data protection layers. Included services encompass monthly maintenance and patching of all infrastructure components, rapid CVE remediation, monthly log reviews, and quarterly backup verification with test restores. Ticket-based support is available for all covered platforms. Quarterly business reviews are conducted to assess platform health, review trending and utilization data, and support capacity forecasting and planning. Management responsibility extends to the hypervisor layer and below; the client retains full control of operating systems, applications, and data.

WAYPOINT PLATFORM SOLUTIONS – Onboarding & Migration Services

Waypoint's onboarding process is designed to make the transition to the Waypoint Platform Solutions seamless and low risk. A dedicated Waypoint engineer and project manager will be assigned to guide the engagement from kickoff through cutover. Scope includes a pre-migration discovery and inventory of the existing virtual environment, workload prioritization, and development of a phased migration and cutover plan coordinated around the client's schedule and operational requirements. Waypoint will execute virtual-to-virtual (V2V) migrations of all in-scope workloads and validate the health of the underlying platform and connectivity post-migration. Application-layer validation remains the responsibility of the client; Waypoint will work collaboratively to ensure the infrastructure is confirmed stable before signing off. Migration scope, a separate document, will define the parameters based on the client requirements.

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# WAYPOINT INFRASTRUCTURE PLATFORM SERVICES AGREEMENT

This Waypoint Infrastructure Platform ("WIP") Services Agreement (the "Agreement") is entered into this 26 day of March 2026, by and between, [Clarksville Gas and Water] a [public entity] organized under the laws of the State of [Tennessee], (hereafter referred to as "Client"), having its principal office at 2215 Madison St Suite A Clarksville, TN 37043, and Waypoint Business Solutions, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). Client and Waypoint may be collectively referred to hereinafter in this Agreement as the "Parties", or individually as "Party". In consideration of the promises contained in this Agreement, the Parties stipulate, represent, and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.

2. **Definitions:**

   a. **Effective Date.** The "Effective Date" of this Agreement is the date upon which the last Party executes this Agreement.

   b. **Services.** "Services" shall mean services for the support and maintenance of Software and Equipment as described in the applicable Waypoint Statement of Work.

   c. **Equipment.** "Equipment" shall mean all hardware delivered and/or provided by Waypoint.

   d. **Software.** "Software" shall mean any programming code, including but not limited to, microcode, firmware, and operating system software provided by Waypoint to Client as a standard product. Software shall be more specifically defined in Schedule 2(c), attached hereto and fully incorporated herein.

   e. **Installation Site.** "Installation Site" shall mean the Client designated location for the installation of Equipment and/or Software and the performance of Services as defined in this Agreement.

f. **Statement of Work ("SOW")**. Waypoint's Statement of Work ("SOW") shall mean the written description of the Equipment, Services, and/or Software with related pricing applicable to Client.

g. **Work**. "Work" shall mean any term, condition, directive, task, timeline and/or goal as outlined in the SOW for Waypoint to deliver the Services, Equipment, and/or Software to Client.

h. **Representative**. "Representative" shall have the meaning as defined in Sec. 5(a) herein.

i. **Acceptable Use Policy**. Waypoint's "Acceptable Use Policy" shall have the meaning as defined by Waypoint at https://waypointsolutions.com/acceptable-use-policy, or as amended from time-to-time by Waypoint, at Waypoint's sole discretion without notice to Client.

j. **Termination Date**. The "Termination Date" shall mean the later of: (a) the date this Agreement is terminated pursuant to the terms herein; or (b) the date Waypoint last performs services for Client.

k. **Waypoint Platform Services**. "Waypoint Platform Services" shall be the umbrella term for all of Waypoint's offered platforms including WIP, Waypoint Secure Connectivity ("WSC"), Waypoint Business Continuity ("WBC"), and Waypoint Data Protection ("WDP"). This agreement is for WIP only.

l. **Client Data.** "Client Data" shall have the meaning as defined in Sec. 16(b) herein.

m. **Telemetry Data.** "Telemetry Data" shall have the meaning as defined in Sec. 6(f) herein.

n. **Return.** A successful return of any Equipment and/or Software shall be deemed complete upon the earlier of (a) Waypoint takes possession of the Equipment and/or Software at the Installation Site; or (b) Waypoint receives and accepts a return of Equipment and/or Software ("Return").

o. **Suspension.** "Suspension" shall have the meaning as defined in Sec. 11(a) herein.

p. **Termination.** "Termination" shall have the meaning as defined in Sec. 12 herein.

3. **Agreement for Services**. Subject to the terms of this Agreement, Waypoint shall provide and deliver to Client the Services, Equipment, and/or Software in accordance with the SOW, as agreed to between the Parties. The overall terms, conditions, directives, tasks, timelines and goals for delivering the Services, Equipment, and/or Software shall be set

forth in one or more SOW, as agreed to by the Parties. Each such SOW shall be executed by both Parties, whereupon it shall be deemed incorporated herein by reference and as such shall be included in this Agreement. WAYPOINT SHALL NOT BE BOUND TO ANY STATEMENT, TERM, CONDITION, DIRECTIVE, TASK, OR GOAL UNLESS SUCH IS IN WRITING, AND SIGNED BY BOTH PARTIES.

4. **Payment.** Unless mandated by a related financing agreement with any third party related to Equipment, Client shall pay Waypoint's invoices in accordance with this Agreement and the SOW. Notwithstanding anything in this Agreement and the SOW, Client's obligation to pay Waypoint for the Work as contemplated in this Agreement, is absolute, unconditional, and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever. In addition to the charges due under this Agreement, Client agrees to pay all state or federal sales, use, excise, personal property, or similar taxes, resulting from this Agreement or activities hereunder, exclusive of taxes based on Waypoint's income, unless a tax exemption has been provided.

5. **Client Agreements.** The Client hereby agrees to the following:

a. Client shall appoint a Representative to be the main point of contact for Client regarding the Work to be performed pursuant to the SOW. The Representative shall have full authority to make decisions and act on behalf of Client with regards to any Waypoint Work pursuant to the SOW. The Representative for Client shall be:

Alex Duke

Information Technology Manager

931-645-7400

Alexander.duke@cityofclarksville.com

b. Client may appoint additional Representatives for additional SOWs as needed. Client is responsible for notifying Waypoint of any changes in the SOW or Representative applicable to this Section 5.

c. If Work is performed at Client's facilities, Client agrees to provide suitable workspace, computers, telephones equipment and all technical and other information reasonably required by Waypoint to carry out the Work.

d. Client shall furnish information requested by Waypoint that is necessary for Waypoint to fulfill its responsibilities under this Agreement or the SOW. Unnecessary or unreasonable delays attributable directly to Client, which result in additional costs to Waypoint, are subject additional fees assessed by Waypoint at Waypoint's sole discretion.

e. Client shall immediately notify Waypoint upon learning that any Waypoint Services, Equipment, or Software has been compromised, including but not limited to, Services, Equipment, or Software being accessed by a person lacking permission to access, or Services, Equipment, or Software being infected with a virus, worm or similar malicious code.

f. Prior to entering into this Agreement, or any SOW, Client shall thoroughly investigate to ensure Waypoint's Services, Equipment, Software, systems, and/or solutions are compatible with Client needs, pre-existing systems, and/or pre-existing software. Waypoint shall not be liable to Client, and Client shall not be permitted to cancel or withhold payment to Waypoint in the event Client's needs, pre-existing systems, and/or pre-existing software are not compatible with Waypoint's Services, Equipment, Software, systems, and/or solutions, or if Client's needs, pre-existing systems, and/or pre-existing software are incompatible with this Agreement, the SOW, or any amendment thereto. This section shall apply if Client installs a software update before such update is reviewed by Waypoint. In addition, while Waypoint may test third party software updates, those tests are solely designed to ensure that the third-party software updates will not have a negative effect on Waypoint's ability to provide Services, Equipment, and/or Software to Client pursuant to this Agreement, the SOW or any amendment thereto. Any update Waypoint recommends to Client as being compatible, is hereby being recommended on an "as is" basis and Waypoint does not warrant, whether expressly or impliedly, that any update is compatible with Client's pre-existing systems, pre-existing software, or any system or software to which Waypoint is unaware or that Waypoint has not agreed, pursuant to the Agreement, the SOW, or any amendment thereto, to service.

g. Client shall configure the appropriate organization access including the creation, modification, and deletion of end-user Waypoint account(s).

h. If Client is providing operating system or application license(s):

   i. Client agrees to be knowledgeable and adhere to the relevant software vendor's licensing agreements;

   ii. Client hereby consents to the transferring of limited Client data (i.e. such as Client contact information) by Waypoint to third party licensors who provide license(s) to Client for the purposes of verifying and monitoring compliance and usage with the terms associated with such licenses;

   iii. Client agrees to maintain, update, and keep current all license information (as interruption or termination of services may result if such licenses are not maintained). This includes ensuring that the quantity and type of license(s) do not exceed Client-provided license(s). If Waypoint determines (in its sole discretion) that Client has exceeded the Client-provided quantity of licenses, Waypoint shall: (1) notify Client of such over-usage; (2) advise Client to amend the SOW to reflect the additional license usage (which may, or may not, result in additional fees or expenses); and (3) immediately invoice Client for any costs associated with the additional license usage during the corresponding period. If Waypoint advises the Client to amend the SOW as provided in this Section, and Client fails to amend the SOW within thirty (30) days after receiving such notice, Waypoint hereby reserves the right to unilaterally amend the SOW to provide the necessary increase in the number of licenses. Client hereby agrees to pay any invoice for additional fees, expenses or charges for any additional licenses or back charges as provided under this Section;

iv. Client agrees to permit Waypoint to Build Virtual Machine templates using Client-provided operating system licenses;

v. Client shall not utilize Microsoft operating system original equipment manufacturer (OEM) licenses as they are not allowed; and

vi. Client agrees to adhere to Waypoint's current Acceptable Use Policy as defined herein and located at https://waypointsolutions.com/acceptable-use-policy.

i. If the Client is consuming Waypoint-provided license(s):

i. Client agrees to adhere to the relevant software vendor licensing agreement(s);

ii. Client hereby consents to the transferring of limited Client data (i.e. such as Client contact information) by Waypoint to third party licensor(s) providing licenses to Client for the purpose of verifying and monitoring compliance and usage with the terms associated with those licenses; and

iii. Client agrees to maintain, update, and keep current all license information (as interruption or termination of services may result if such licenses are not maintained). This includes ensuring that the quantity and type of license(s) do not exceed Client-provided license(s). If Waypoint determines (in its sole discretion) that Client has exceeded the Client-provided quantity of licenses, Waypoint shall: (1) notify Client of such over-usage; (2) advise Client to amend the SOW to reflect the additional license usage (which may, or may not, result in additional fees or expenses); and (3) immediately invoice Client for any costs associated with the additional license usage during the corresponding period. If Waypoint advises the Client to amend the SOW as provided in this Section, and Client fails to amend the SOW within thirty (30) days after receiving such notice, Waypoint hereby reserves the right to unilaterally amend the SOW to provide the necessary increase in the number of licenses. Client hereby agrees to pay any invoice for additional fees, expenses or charges for any additional licenses or back charges as provided under this Section.

6. <u>**Delivery, Risk, Title, Use and Return**</u>.

a. **Installation Site Preparation**. On or before arrival of any Waypoint Services, Equipment, and/or Software, Client shall ensure: (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support the Services, Equipment, and/or Software are available, installed, and ready for use by Waypoint; and (iii) Client servers and network connectivity are prepared and available to support Services, Equipment, and/or Software.

b. **Risk of Loss**. Except as provided in this Agreement, the SOW, any amendment thereto, and any related financing agreement with any party related to Equipment, upon installation by Waypoint, Client bears any and all risk of loss to Services, Equipment, and/or Software, including but not limited to loss resulting from theft, damage or destruction until such time the Services, Equipment, and/or Software are returned to Waypoint according to, and in compliance with this Agreement. If any loss, theft, damage, or destruction to the Services, Equipment, and/or Software occurs during the time Client bears such risk as described in this Section, Waypoint shall be relieved of its obligations to the extent such event impacts Waypoint's ability to provide services are Work pursuant to this Agreement, the SOW, or any amendment thereto, unless or until such time the Services, Equipment, and/or Software are repaired or replaced. Client agrees that charges pursuant to this Agreement, the SOW, and any amendment thereto shall continue to accrue during any period of interruption as described in this Section, and except as provided for in this Agreement, the SOW, and any amendment thereto Waypoint is not responsible for the repairing or replacement of any Services, Equipment, and/or Software. If Services, Equipment, and/or Software are materially damaged, stolen, or destroyed, Client shall ensure Waypoint is promptly notified.

c. **Compliance With Laws**. Client is responsible for ensuring any Services, Equipment, and/or Software complies with relevant and applicable federal, state, and local laws, ordinances, or statutes. Waypoint is not responsible for ensuring compliance with any relevant laws with regard to the Work, and Client hereby waives any and all claims against Waypoint arising out of the noncompliance of any such law, ordinance, or statute. If Client becomes aware that any Services, Equipment, Software, or Work is subject to any relevant federal, state, or local law, Client shall notify Waypoint immediately and Client shall take appropriate action to ensure such Services, Equipment, Software, or Work is compliant with said law.

d. **Insurance**. You agree to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value, and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and maintain comprehensive public liability insurance acceptable to us. In addition, you agree to provide us with proof of such insurance or a written statement that you are self-insured to meet your obligations hereunder no later than thirty (30) days following the commencement of this Agreement, and thereafter upon our written request. Should you choose to comply with your obligations hereunder through a plan of self-insurance, you agree that we shall enjoy rights and benefits under your program of self-insurance that are no less broad than the rights and benefits we would have enjoyed as an additional insured and loss payee under a commercial insurance program.

e. **Personal Property and Identification**. Except as provided in this Agreement or any SOW, and any related financing agreement with any party related to Equipment:

(i) Title to Services, Equipment, and/or Software provided by Waypoint is maintained by Waypoint at all times, and Client shall have no right or interest in such Services, Equipment, and/or Software; and

(ii) All Services, Equipment, and/or Software shall remain the personal property of Waypoint notwithstanding the manner in which such may be attached or affixed to real property.

At any time, at the request of Waypoint, Client shall: (1) legibly mark each item of Services, Equipment, and/or Software, in a reasonably prominent location with a label, disc or other such mark for the purposes of identifying Services, Equipment, and/or Software owned by Waypoint; and (2) ensure such identifying label is not removed without the prior written consent of Waypoint. Client shall not change the Installation Site without Waypoint's prior written consent. Client shall ensure that Waypoint is given immediate written notice of any attachment or judicial process affecting the Services, Equipment, and/or Software, or that in any way might affect Waypoint's ownership of Services, Equipment, and/or Software of which Client becomes aware.

f. **Client Data**. By entering into this Agreement and any SOW, Client acknowledges and understands that Waypoint could potentially be exposed to Client data ("Client Data"). Waypoint hereby agrees such Client Data shall not be used by Waypoint for any purpose other than the sole purpose of carrying out Waypoint's obligations pursuant to this Agreement and any SOW. By way of entering into this Agreement, Client expressly acknowledges that it understands and accepts the possibility that Waypoint may have access to Client Data, and Client further agrees to not hold Waypoint liable in the event that such an exposure occurs. Client additionally, acknowledges and agrees that, at all times, Client Data, shall remain the responsibility and property of Client, and that Waypoint does not handle, process, or direct the use of Client Data.

g. **Telemetry Data Notice**. Waypoint collects data from the Services, Equipment, and/or Software relating to location, utilization, configuration, diagnostics and performance of the Services, Equipment, and/or Software, solely for the purpose of providing the Services and forecasting capacity requirements ("**Telemetry Data**"). Telemetry Data does not include, and Waypoint does not otherwise access, view, process, copy, modify or handle, Client Data stored on the Services, Equipment, and/or Software. Client consents to Waypoint's collection and use of Telemetry Data for the purposes stated herein.

h. **Site Access**. Client shall provide Waypoint the right to access the Installation Site to provide the Services as contemplated by this Agreement, the SOW, and any amendment thereto. Failure by Client to provide Waypoint with timely and reasonable access as provided in this Section may, at Waypoint's sole discretion, result in the Suspension or Termination of Services by Waypoint pursuant to Section 11 and Section 12, respectively.. Notwithstanding anything else in this Agreement, Client hereby waives any and all claims or actions against Waypoint arising from nonperformance by Waypoint of this Agreement, the SOW, or any amendment thereto, resulting from this Section, or in any way related to Waypoint's interruption or termination of services due to lack of Client access or cooperation.

i. **Return and Data Migration**. Prior to any Return, including in case of expiration or termination of this Agreement, Client is responsible to completely migrate and erase (by use of a method that does not cause damage to the Services, Equipment, and/or Software) its Client Data and establish a mutually convenient date, generally coinciding with the end of a billing period, when any Services, Equipment, and/or Software will be returned to Waypoint. At no time shall Waypoint be responsible for, or bear any liability for, any Client Data which is not erased or removed from Services, Equipment, and/or Software before its Return. The Client is liable for any Return costs and shall reimburse Waypoint for the reasonable value of any Services, Equipment, and/or Software that are not Returned or are Returned in a condition that evidence damage in excess of reasonable wear and tear.

**7.** **Confidentiality.** All information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party"), including, but not limited to information relating to a Party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential , or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential

("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

Any confidentiality obligation is limited to the extent allowed under the Tennessee Open Records and Open Meetings Acts.

**8. Proprietary Rights.**

a. **Assignment of Work Product.** Upon receipt of final payment for all Services and Work rendered by Waypoint under this Agreement, the SOW, or any amendment thereto, Waypoint will convey to Client good and marketable title to the technical notes and tangible work products required to be delivered under the SOW and all rights included or associated therewith. Waypoint will also provide reasonable assistance to perfect Client rights and title to such work product, at Client's request and expense. The Client agrees to compensate Waypoint for such services at its standard hourly rate.

b. **Client Property.** Except as provided in any separate financing agreement related to Equipment, any programs, data, or other materials furnished by Client for use by Waypoint in connection with the services performed under this Agreement shall remain the sole property of Client. All such materials shall be returned to Client upon receipt by Waypoint of final payment for all Work performed under this Agreement, the SOW, or any amendment thereto.

c. **Waypoint Property.** Any ideas, concepts, know-how, techniques, sequence, or organization relating to the Work during the course of this Agreement by Waypoint, or jointly by Waypoint and Client, shall be the exclusive property of Waypoint.

d. **Competitive Services.** Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Waypoint from developing, using, or marketing Services or other work that may be competitive with that delivered to Client hereunder, irrespective of whether such services or work are similar or related to those provided under this Agreement.

## 9. LIMITED WARRANTY & LIMITATION OF LIABILITY.

a. **Product.** Waypoint warrants that any Services, Equipment, and/or Software delivered to Client pursuant to terms in this Agreement and the SOW will be delivered substantially to the manufacturer's published functional specifications. Any modification to the Services, Equipment, and/or Software by any persons other than Waypoint or the manufacturer shall render this warranty void. Additionally, Waypoint shall not be responsible for any damage to Services, Equipment, and/or Software caused by Client, its agents, servants, employees or contractors. Waypoint makes no warranties that any Services, Equipment, and/or Software meets Client requirements or specifications. Client accepts sole responsibility for: (i) the use of any Services, Equipment, and/or Software to achieve Client's intended results; (ii) the results obtained from any Services, Equipment, and/or Software; and (iii) any omissions, inadequacies, or problems in the written specification for any Services, Equipment, and/or Software set forth in this Agreement and the SOW. Furthermore, Client agrees that Client's sole and exclusive remedy for any Software failure under this Agreement shall be reinstallation of any Waypoint supplied Software and to, by commercially reasonable means, cause the Software to operate substantially in accordance with such written specifications.

b. **Services.** Waypoint warrants that Services, Equipment, and/or Software will be provided in material conformance with this Agreement and any SOW. If the Services, Equipment, and/or Software does not comply with this warranty, Waypoint's entire liability and the Client's exclusive remedies are as follows: (a) Waypoint will make reasonable efforts to correct the non-conformance as provided in any applicable SOW, or if none is provided, within a reasonable period of time; and (b) if Waypoint is unable to correct the non-conformance for reasons for which Waypoint is responsible, then Waypoint, in its sole discretion, may terminate the Services, Equipment, and/or Software and refund the Client any pre-paid fees for the such Services, Equipment, and/or Software that will not be provided as a result of the termination. The Client must promptly notify Waypoint in writing of any non-conformance claims covered by this warranty.

c. **Limited Warranty.** Waypoint warrants that Services, Equipment, and/or Software will be provided in a good and workmanlike manner. Except as expressly otherwise provided in subsections (a) and (b) above and the preceding sentence WAYPOINT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, EQUIPMENT, OR ANY WORK, GOODS, OR SERVICES PROVIDED TO CLIENT BY WAYPOINT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT.

d. **Limitation of Liability.** EXCEPT AS PROVIDED IN THIS AGREEMENT, WAYPOINT'S TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES, THE WORK OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE SPECIFIC SERVICE(S) OR WORK GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES AND WORK PROVIDED HEREUNDER WOULD BE HIGHER. WAYPOINT SHALL NOT BE LIABLE TO CLIENT FOR LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR ARISING OUT OF OR RELATING TO: (a) CLIENT'S USE OR INABILITY TO USE THE RESULTS OF THE WORK RENDERED HEREUNDER, EVEN IF WAYPOINT HAS BEEN ADVISED OF SUCH DAMAGES; (b) ANY BREACH OF THIS AGREEMENT; (c) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY SOFTWARE; (d) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY EQUIPMENT; (e) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (f) LOSS OF BUSINESS OPPORTUNITY, (g) BUSINESS INTERRUPTION OR DOWNTIME, (h) SERVICES, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CLIENT, or (i) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER

PARTY EVEN IF WAYPOINT HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

e. **Prevention and Mitigation.** Unless otherwise provided for in this Agreement, or provided for in any other applicable Waypoint Platform Service agreement, Client is solely responsible for Client Data. Client will implement IT architecture and processes enabling the Client to prevent and mitigate damages in line with the criticality of the Client Data for the Client's business and its data protection requirements, including a business recovery plan. Client will: (a) provide for a backup process on a regular (at least daily) basis and backup relevant data before Waypoint performs any remedial, upgrade or other works on the Waypoint or Client IT systems; (b) monitor the availability and performance of the Client's IT environment, including Services, Equipment, and/or Software; and (c) promptly react to messages and alerts received from Waypoint or through notification features of the Services, Equipment, and/or Software and immediately report any issue the Client identifies to Waypoint. Notwithstanding anything in this Agreement to the contrary, and to the extent that Waypoint has any liability for loss of Client Data, Waypoint will only be liable for the cost of commercially reasonable and customary efforts to recover the lost Client Data from the Client's last available backup.

**10. Suspension.**

a. **Generally**. Waypoint may suspend all Services, Equipment, and/or Software subject of a current Agreement, SOW, or any amendment thereto if: (a) Client is in material breach of this Agreement, or any related financing agreement with any party for Equipment, (including failure to pay invoices when due) and has not cured that breach within 10 days from Waypoint's notice; or (b) with immediate effect if the Client breaches Waypoint's Acceptable Use Policy, including all Waypoint updates to the Acceptable Use Policy during the Term ("Suspension"). Irrespective of the reasoning for Suspension, Waypoint shall give the Client notice before Suspension if permitted by law, or unless Waypoint reasonably believes that providing notice presents a risk of harm to the Services, Equipment, and/or Software, to other users of the Services, Equipment, and/or Software, or to any person or property, in which case, Waypoint will notify the Client as soon as feasible or permitted. Waypoint will promptly reinstate the Services, Equipment, and/or Software once Waypoint agrees that the issue(s) causing the Suspension have been resolved.

b. **Effect of Suspension**. Client must pay all applicable fees incurred before and during any Suspension. The Client will not be entitled to any service credits under an applicable Agreement, SOW, or any amendment thereto during any suspension.

c. **Termination for Suspension.** If Waypoint issued Suspension as defined herein, then Waypoint has the ability and rights, at its sole discretion, to terminate Services, Equipment, and/or Software as provided under Section 12.

11. **Termination; Events of Default; Remedies.**

a. **Agreement Term.** This Agreement commences on its Effective Date, and shall continue for a period of 1 year, unless such term is amended in writing, and signed by both Parties ("Initial Term").

b. **Automatic Renewal.** After the Initial Term, as set forth in Section 12(a) above, this Agreement, and any SOW shall renew automatically for periods of 1 month, unless otherwise terminated by either Party in writing, or terminated as set forth below.

c. **Events of Default.** The occurrence of any of the following in connection with this Agreement, any SOW, or any amendments thereto, shall constitute an "Event of Default": (i) Client shall fail to pay the Monthly Service Fee within thirty (30) days of its due date; (ii) Client shall fail to perform any provision, covenant, condition or agreement, of this Agreement, the SOW, any amendment thereto, or any related financing agreement with any party related to Equipment, and such failure shall continue for thirty (30) days after notice thereof; (iii) immediately upon written notice to the Client in the event of a breach of the AUP; or (iv) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Client or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Client is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

d. **Remedies.** In addition to other remedies as provided in this Agreement, or as provided by a related financing agreement with any third party related to Equipment, if an Event of Default shall occur, Waypoint may exercise any one or more of the following remedies: (i) immediately terminate any or all Work; (ii) by notice in writing to Client, declare immediately due and payable, and Client shall be obliged to pay immediately, (1) all past due monthly fees and other past due amounts; plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all monthly fees for the for the remainder of the current term; and (3) Waypoint may require Client to Return any or all Services, Equipment, and/or Software as provided in the remedies available to Waypoint in an Event of Default pursuant to this Agreement. If any of the foregoing occurs, Client shall: (a) reasonably cooperate in Waypoint's efforts to recover such Services, Equipment, and/or Software; and (b) be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred in retaking possession of the Services, Equipment, and/or Software, and/or costs incurred to recover amounts due. Each remedy herein is cumulative and not alternative, and may be enforced separately or together.

12. **<u>End User Installation Site; Host Waiver.</u>** Services, Equipment, and/or Software will not be permitted to be installed at, or relocated to, any Client Installation Site unless Client has executes and returns to Waypoint a third-party host waiver attached hereto as <u>Exhibit B</u> ("Host Waiver"). Waypoint may in its sole discretion elect not to ship the Services, Equipment, and/or Software, or choose not to consent to relocation of Services, Equipment, and/or Software, until its receipt of an acceptable Host Waiver. If an acceptable Host Waiver is not received within a reasonable period following execution of any SOW, as determined solely in Waypoint's reasonable discretion, Waypoint may terminate the applicable SOW and Client will be responsible to reimburse Waypoint for any cost and expenses associated with shipping, repossessing, and/or Return of the Services, Equipment, and/or Software.

13. **<u>Assignment And Change In Control.</u>** The assignment or transfer, whether by operation of law or otherwise, of a Party's right(s) or delegation of obligation(s) hereunder, shall require the prior written consent of the other Party. However, such consent shall not be required of Client if the assignment or transfer involves: (i) assignment by Waypoint or its assignee of the right to receive payments and related rights due by Client; or (ii) the purchase of all or substantially all of Waypoint's assets or any deemed assignment or transfer by Waypoint by reason of merger, consolidation, change-in-control or corporate reorganization.

14. **<u>Third-Party Offerings</u>.** Waypoint may offer third-party products, including third-party services, equipment, and/or software, for use with the Services, Equipment, and/or Software as contemplated in this Agreement ("Third-Party Offerings"). Client may use Third-Party Offerings, at the Client's option, if available. If Client chooses to use Third-Party Offerings, Client is responsible for complying with any terms applicable to the Third-Party Offerings, including any separate fees imposed by the provider of that Third-Party Offering (whether payable to Waypoint or directly to the third-party provider). The Client agrees to comply with the standard license, services, warranty, indemnity, and support terms of the third-party manufacturer/supplier (or an applicable direct agreement between the Client and the third-party manufacturer/supplier) for the Third-Party Offering. Even if Waypoint invoices for them, Waypoint does not provide support services for Third-Party Offerings. The Client must contact the applicable third-party directly for support. **Third-Party Offerings are provided "AS IS". Any warranty, damages or indemnity claims against Waypoint for Third-Party Offerings are expressly excluded.** Waypoint may suspend or terminate provision and hosting of any Third-Party Offerings at any time, and

that suspension or termination will not be deemed a material change to this Agreement, the SOW, or any amendment thereto.

15. **General Provisions.**

a. **Third-Party Financing.** Notwithstanding anything to the contrary in this Agreement or the SOW, Client shall be permitted, in conjunction with this Agreement, to enter into any financing agreement with any third-party financing company for Services, Equipment, and/or Software for use by Waypoint in the performance of the obligations contemplated by this Agreement or any SOW. Client hereby covenants and agrees that if such a financing agreement is entered into by Client in relation to this Agreement, Client shall comply with any and all obligations, terms, conditions, agreements, and/or promises contained within such financing agreement as if such financing agreement were a part of this Agreement. If Client is found to be in breach of any related financing agreement as referenced in the Section, Client shall also be considered in breach of this Agreement, and as a result, Waypoint shall have all the same rights and remedies afforded to it pursuant to this Agreement for breach without regard to whether such breach affects Waypoint's ability to perform Work or Services.

b. **Independent Contractor.** In its performance of this Agreement, Waypoint, together with its employees, agents, and/or staff, shall be considered an independent contractor of Client and nothing in this Agreement shall be interpreted to deem Waypoint an employee, agent, servant or representative of Client, and Client shall have no direction or control of Waypoint, except as provided herein.

c. **Non-Solicitation.** During the Term of this Agreement and for a period of two (2) years after the Termination Date, neither Party shall, directly or indirectly, on its own behalf or on behalf of any other person: (a) solicit for employment, employ or retain the services of (whether as an employee, independent contractor or otherwise) or otherwise interfere with, or damage the other Party's business relationship with, any employee or independent contractor of the other Party; or (b) use or disclose any personal information regarding any of the other Party's employees or independent contractors for any purpose outside the scope of this Agreement, the SOW, or any amendment thereto.

d. **Exclusive Remedies.** Client's remedies in this Agreement are exclusive.

e. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties; (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by Client without the prior written consent of Waypoint, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

f. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. The venue for any dispute shall be the State Courts of Montgomery County, Tennessee, or the U.S. District Court for the Middle District of Tennessee at Nashville.

g. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.

h. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

i. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

| If to Waypoint: | If to Client: |
|---|---|
| Waypoint Business Solutions | Clarksville Gas and Water |
| Attn: Paul Neyman | Attn: Joe Pitts |
| 118 Vintage Park Blvd. W414 | 2215 Madison St Suite A |
| Houston, TX 77070 | Clarksville, TN 37043 |
| pneyman@waypointsolutions.com | joe.pitts@cityofclarksville.com |

j. **Form.** No provision appearing on any form originated by Client shall be applicable unless such provision is expressly accepted in writing by Waypoint.

k. **Delay.** Waypoint shall not be liable to Client for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any SOW, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.

l. **Dispute Resolution**. Client and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute in good faith, rather than through litigation. The existence or results of any negotiation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

m. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ASD
MR

| | |
|---|---|
| **WAYPOINT BUSINESS SOLUTIONS, LLC** | **Clarksville Gas and Water** |
| By: | By: |
| Paul Neyman | Joe Pitts |
| President | Mayor |
| Date: | Date: 06.02.2026 |

JS

MAK

## WPS RENTAL AGREEMENT

waypoint

AGREEMENT NO.: 3253526

**CUSTOMER** ("YOU" OR "YOUR")

FULL LEGAL NAME: Clarksville, City of DBA Clarksville Gas and Water

ADDRESS: 1 Public Sq Ste 301 Clarksville, TN 37040-3463

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE

(2) FORTIGATE-120G 5 YR ENTERPRISE

(3) PowerEdge R660 Server

(2) Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28

(1) PowerStore 500T Dell Customer Racked

EQUIPMENT LOCATION: 2215 Madison St Clarksville, TN 37043-5237

TERM IN MONTHS: 60 TOTAL MONTHLY PAYMENT AMOUNT*: $11,059.10 (*PLUS TAX)

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

| (As Stated Above) | X | Joe Pitts Mayor | 06.02.2026 |
|---|---|---|---|
| CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE |

**OWNER** ("WE", "US", "OUR")

| Waypoint Business Solutions | X | | |
|---|---|---|---|
| OWNER | SIGNATURE | PRINT NAME & TITLE | DATE |

118 Vintage Park Blvd # W414 Houston, TX 77070-4095

MR

ASD

MOA

(00511370) VP02CDGMainP(RL)_0420-Docu 04/07/26 PAGE 1 OF 2 310

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $224.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or other professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 25.18% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

## NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
**(Applicable to Governmental Entities Only)**

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Clarksville, City of DBA Clarksville Gas and Water ("Governmental Entity") and Waypoint Business Solutions ("Company"), which agreement is identified in Company's records as agreement number 3253526 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

| GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE | | | |
|---|---|---|---|
| (As Stated Above) | X [signature]<br>SIGNATURE | Joe Pitts Mayor<br>NAME & TITLE | 04·02·2026<br>DATE |

MR ASD    JS MOK

VP07NAMC_0924-Docu

# Amendment

This Amendment amends that certain agreement by and between Waypoint Business Solutions ("Owner") and City of Clarksville DBA Clarksville Gas and Water ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 3253526 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The following sentence is hereby added to the section entitled "**ASSIGNMENT**":

   ""If the Agreement, due to an assignment by us, will no longer be invoiced, billed or collected in our name, we will provide you advance written notice of such new invoicing and billing provider."

2. The following sentence is hereby added to the section entitled "**ASSIGNMENT**":

   "Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations within the Agreement."

3. The sentence in the section entitled "**LOSS OR DAMAGE**" which reads "Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it," is hereby deleted and replaced with the following:

   "We are not responsible for any loss or injuries caused by the installation or use of the Equipment."

4. The section entitled "**INSURANCE**" is hereby deleted and replaced with the following:

   "INSURANCE. You agree to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value, and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and maintain comprehensive public liability insurance acceptable to us. In addition, you agree to provide us with proof of such insurance or a written statement that you are self-insured to meet your obligations hereunder no later than thirty (30) days following the commencement of this Agreement, and thereafter upon our written request. Should you choose to comply with your obligations hereunder through a plan of self-insurance, you agree that we shall enjoy rights and benefits under your program of self-insurance that are no less broad than the rights and benefits we would have enjoyed as an additional insured and loss payee under a commercial insurance program."

5. The following is hereby added to the section entitled "**TAXES**":

   "Notwithstanding the foregoing, you will not be charged sales tax to the extent this transaction is and remains exempt from sales tax, provided you have timely furnished us with appropriate documentation evidencing such exemption from sales tax, and provided such exempt status continues throughout the Agreement term."

6. The sentence in the section entitled "**DEFAULT/REMEDIES**" which reads "You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement," is hereby deleted in its entirety.

(Signatures on the following page)

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment is not binding until accepted by Owner. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

| CUSTOMER'S AUTHORIZED SIGNATURE | | | |
|---|---|---|---|
| (As Stated Above) | X | Joe Pitts Mayor | |
| CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE |

| OWNER'S SIGNATURE | | | |
|---|---|---|---|
| (As Stated Above) | X | | |
| OWNER | SIGNATURE | PRINT NAME & TITLE | DATE ACCEPTED |

MR
A57
MM

**Sold Asset Report**

**Clarksville Gas and Water Department, TN**
**Date range: 01 May 2026 - 31 May 2026**

| ID | Description | VIN/Serial | Buyer | Sold Amount | Auction End Date | Auction End Time |
|---|---|---|---|---|---|---|
| 515 | 1 USED SAFCO MOBILE PLAN CENTER | | Shawn Hicks | $3.00 | 20-May-2026 | 7:00 AM CT |
| 517 | 2 USED FLOOD LIGHTS 20" 110V | | Shawn Hicks | $10.00 | 03-May-2026 | 8:00 PM CT |
| 518 | 2006 Ford Ranger | 1FTYR10U56PA11299 | Brandon Flowers | $3,051.00 | 03-May-2026 | 8:00 PM CT |
| 519 | 2011 Ford F-550 | 1FDUF5GT7BEA37514 | Jax Ward | $11,100.00 | 03-May-2026 | 8:00 PM CT |
| 520 | Misc SDR 35 Scrap Valves | | Kirk Williams | $10.00 | 19-May-2026 | 8:00 PM CT |
| 521 | 2011 Ford F-250 SD | 1FT7X2A62BEA37517 | ahmad sabzevari | $3,850.00 | 20-May-2026 | 8:06 PM CT |
| 522 | 14 used and untested Industrial Scientific M40 Gas monitors | | greg cannon | $10.00 | 24-May-2026 | 8:00 PM CT |
| 523 | MISC USED OFFICE ELECTRONICS | | Vincent Giagnoni | $7.00 | 24-May-2026 | 8:03 PM CT |
| 524 | USED Q RAE II Gas Monitors | | David Marsh | $28.00 | 25-May-2026 | 8:00 PM CT |
| 525 | ONE USED 40-yard roll-off dumpster | | Jonathan Sears | $3,500.00 | 27-May-2026 | 8:06 PM CT |
| 526 | ONE USED 40-yard roll-off dumpster | | Andrew Shepherd | $3,950.00 | 27-May-2026 | 8:06 PM CT |
| 527 | ONE USED 40-yard roll-off dumpster | | Andrew Shepherd | $4,000.00 | 27-May-2026 | 8:12 PM CT |
| | | | | **$29,519.00** | | |

WSP

**CONTRACT CHANGE ORDER**

| | |
|---|---|
| Order No.: | 1 |
| Date: | 5/12/2026 |

Bid No.: N/A Job No.: 411-19190-52520

Project: Stormwater Division Development Study and Implementation Plan

Owner: City of Clarksville - Gas & Water Department (CGW), 2215 Madison Street, Clarksville, TN 37043

Consultant: WSP USA, Inc., 216 Centerview Drive, Suite 300, Brentwood, TN 37211

Contract Date: September 22, 2025 Notice to Proceed Commencement Date: 9/22/2025

| Description of Changes | DEDUCTION from original Contract Price | ADDITION to original Contract Price |
|---|---|---|
| Addition of Phase 2 | $ - | $ 150,000.00 |
| | | |
| | | |
| TOTALS | $ - | $ 150,000.00 |
| **NET CHANGE IN CONTRACT PRICE** | **$** | **150,000.00** |

JUSTIFICATION:

This Contract Change Order serves to modify the schedule of Phase 1 as mutually agreed to by both parties and depicted in Exhibit 1 plus to incorporate Phase 2 services into the Contract and amend the Contract Documents as described in WSP's proposal dated April 29, 2026, which is attached to this change order as Exhibit 2.

| | | |
|---|---|---|
| Original Contract Amount: | $ | 258,823.00 |
| two hundred fifty-eight thousand eight hundred twenty-three dollars and zero cents ---------- | | |
| Net Change of prior Contract Change Orders: | $ | - |
| N/A ---------- | | |
| The amount of the Contract will be increased/~~decreased~~ by the sum of: | $ | 150,000.00 |
| one hundred fifty thousand dollars and zero cents ---------- | | |
| The total Contract amount including this and previous Change Orders will be: | $ | 408,823.00 |
| four hundred eight thousand eight hundred twenty-three dollars and zero cents ---------- | | |

This Contract Change Order is an amendment and/or supplement to the Agreement and will become part of the Agreement. All Agreement provisions shall apply hereto. This Contract Change Order fully compensates the Consultant for any and all direct and indirect costs associated with change in the Scope of Services, including, but not limited to, any and all costs for delays, accelerations, job overhead, main office overhead and impact. This Contract Change Order contains the entire agreement and represents the understanding of the parties with respect to the subject matter contained in this Contract Change Order, and all prior negotiations and agreements are merged herein.

| | | |
|---|---|---|
| Requested: | Engineering Division Manager | 05/21/2026 Date |
| Approved: | Dawn Thomack Chief Financial Officer | 5/21/2026 Date |
| Accepted: | General Manager | 5/21/26 Date |
| Accepted: | Mayor | 06.02.2026 Date |
| Accepted: | Cindy Popplewell Consultant | 5/18/26 Date |

# Stormwater Program and Utility Implementation
# Phase 1 Activities
# Clarksville, TN

## Revised Schedule – 02/20/2026

The proposed schedule is presented in the table below noting "M" – Meetings; "D" – Deliverables; "P" – Presentations; and "I" – Invoices.

| | 2025 | | | | 2026 | | | |
|---|---|---|---|---|---|---|---|---|
| | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
| **Program Review** | | | | | | | | |
| Kickoff Meeting with Gas & Water | | M | | | | | | |
| Kickoff Meeting with Stormwater Committee | | | M | | | | | |
| Staff Interviews | | | | | | | | |
| Meeting #3 | | | | M | | | | |
| Draft Current Services Report | | | | D | | | | |
| Final Current Services Report | | | | | D | | | |
| Draft Future Services Report | | | | | | | | D |
| Draft Cost of Services Report | | | | | D | | | D |
| **Organization and Legal Review** | | | | | | | | |
| Meeting #4 | | | | | M | | | |
| Summary of Organizational Options | | | | | | | D | |
| Policy Recommendations for Organization | | | | | | | D | |
| **Policy Review** | | | | | | | | |
| Meeting #5 | | | | | | M | | |
| Meeting #6 | | | | | | | M | |
| Meeting #7 | | | | | | | | M |
| Draft Policy Technical Paper | | | | | | | | D |
| **Funding Strategy** | | | | | | | | |
| Initial Discussions | | | | | | | | |
| **Public Outreach and Education** | | | | | | | | |
| Presentation #1 to Gas & Water Board and potentially to Mayor/City Council | | | | | | | TBD | |
| Draft/Final Public Education and Outreach Plan | | | | | | D | D | |
| **Data Analysis** | | | | | | | | |
| Review Data | | | | | | | | |
| Summary of Initial Review | | | | | | D | | |
| **Project Management** | | | | | | | | |
| Workplan | | | | | | | | |
| Invoicing - Monthly | | I | I | I | I | I | I | I |
| Monthly Virtual Project Update Meetings | | M | M | M | M | M | M | M |

## Summary of Meetings - 02/20/2026

| Meeting | Date |
|---|---|
| Meeting #1 – Gas & Water Staff | October 1, 2025 |
| Meeting #2 - Kickoff with Stormwater Committee | November 4, 2025 |
| Meeting #3 – Stormwater Committee | December 2, 2025 |
| Stormwater Committee Meeting #4 | January 6, 2025 |
| Stormwater Committee Meeting #5 | February 3, 2025 |
| Stormwater Committee Meeting #6 | March 3, 2025 |
| Stormwater Committee Meeting #7 | April 7, 2025 |
| Presentation #1 to the Gas & Water Board and potentially to Mayor/City Council | TBD for March/April |

## Summary of Deliverables - 02/20/2026

| Deliverable | Date |
|---|---|
| Current Services Questionairre | October 1, 2025 |
| Draft Current Services Report | December 1, 2025 |
| Draft Cost of Service Report – Current Program | January 5, 2026 |
| Final Current Services Report | January 21, 2026 |
| Public Outreach Plan - Draft | February 23, 2026 |
| Initial Data Analysis | February 27, 2026 |
| Summary of Organization Options | March 20, 2026 |
| Policy Recommendations for Organization | March 20, 2026 |
| Draft Future Program Implementation Plan | April 17, 2026 |
| Draft Cost of Services Report – Future Program | April 17, 2026 |
| Draft Policy Technical Paper | April 24, 2026 |
| Presentation Documentation | Monthly, saved to SharePoint Site |
| SharePoint Site | Set up for Stormwater Committee Access |

216 Centerview Drive, Suite 300
Brentwood, Tennessee 37027
+1 (615) 333.0630

wsp.com

April 28, 2026

Garth B. Branch, PE
Engineering Division Manager
Clarksville Gas & Water Department
2215 Madison Street
Clarksville, TN 37043

Re: Stormwater Program and Utility Implementation - Phase 2 Activities

Dear Mr. Branch:

WSP USA, Inc. (WSP) is pleased to submit this proposal to the City of Clarksville for stormwater program and utility implementation - Phase 2 activities. The proposal includes a scope of services and approach, schedule, and fee estimate.

Our proposed program manager, Cindy Popplewell, is your point-of-contact. Cindy is based in WSP's Brentwood office located at 216 Centerview Drive, Suite 300, Brentwood, TN 37027. She can be reached at 303-704-8939 (mobile) and via email at cindy.popplewell@wsp.com. Please contact Cindy if you have any questions about our proposal or require additional information.

Thank you for the opportunity to pursue this work. We look forward to your favorable consideration of our proposal and hope you will give us the opportunity to exceed your expectations.

Sincerely,

Cindy Popplewell

Cindy Popplewell, PE, CFM, PMP
AVP, Water Resources Engineer

R. Scott Taylor

R. Scott Taylor, PE
VP, Water Resources Engineer

Attachment: Proposal for Stormwater Program and Utility Implementation - Phase 2 Activities

# Stormwater Program and Utility Implementation
# Phase 2 Activities
# Clarksville, TN

## 1 Proposed Project Scope of Services and Approach

### Overview of the Approach

We understand the City of Clarksville aims to strengthen its current stormwater management efforts by establishing a defined and funded stormwater program within the Gas & Water Department. To assist the City in reaching this goal, WSP will utilize our well-established workflow (see Figure 1) to ensure that all elements of a successful stormwater program are considered in a logical and strategic sequence.

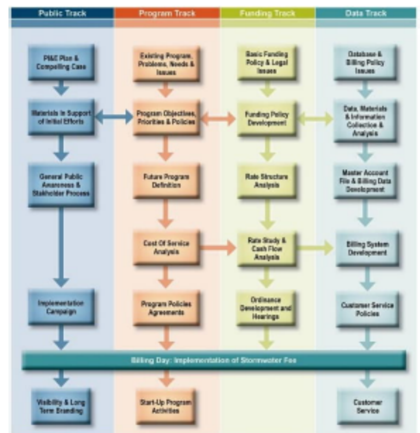



Figure 1 – Stormwater Program and Utility Implementation Workflow

The workflow will be executed in Phases addressing:

1) Project initiation, discovery, and needs assessment;
2) Program, policy and utility design, and
3) Implementation.

It is important to note that many workflow elements run in parallel and share information across program tracks. Because of this dynamic process, activities within each Phase will produce working documents and actions that are continuously updated.

Phase 2 - *Program, Policy, and Utility Design* will include the following tasks as sorted by Program Tracks.

<u>Program Track</u>

- Task 1. Final Future Program Plan and Cost of Services Report
- Task 2. Final Organizational Plan
- Task 3. Cost of Service Model Policy Development

<u>Funding Track</u>

- Task 4. Funding Strategy and Rate Structure
- Task 5. Policy Development
  - a. Billing Process
  - b. Validate Billing Policies
  - c. Rate Factors
  - d. Credit and Hardship Policy Impacts on Revenue
  - e. Financing Policies
- Task 6. Ordinance Development

<u>Public Track</u>

- Task 7. Public Outreach and Education

<u>Data Track</u>

- Task 8. Master Account File & Billing Data Development
- Task 9. Customer Service Policy Development

## Task 1. Final Future Program Plan and Cost of Services Report

During Phase 1 and through interviews and discussions with City staff, an inventory of future needs, alternatives, options and outcomes was prepared. During Phase 2, the alternative scenarios will be discussed with staff and documented as part of the overall Program Plan. A final Future Program Plan and Cost of Services Report will be completed.

### Meetings

- Meeting #1 - Stormwater Committee
  - Review and discuss the Draft Future Program Plan and Proposed Cost of Services as delivered in Phase 1

### Deliverables

1. Final Future Program Implementation Plan.
2. Final Cost of Service Report on future program.

## Task 2. Final Organizational Plan

During Phase 1, organizational changes and options for service delivery were provided. During Phase 2, these organizational changes will be discussed and updated as necessary to meet long-term stormwater program needs.

### Meetings

- Meeting #1 - Stormwater Committee
  - Review and discuss the Draft Organizational Plan as delivered in Phase 1

### Deliverables

1. Final Organizational Recommendations and documentation of potential impacts on cost and service delivery.

## Task 3. Cost of Service Policy Development

With the Future Program and Cost of Service finalized within Phase 2, specific policies will need to be addressed to complete this effort. These include:

- Baseline Costs
- Capital Projects
- Employee Benefit Factor
- Inflation and Salary Adjustment Factors
- Vehicle Purchasing Policy
- New Employees - training, equipment, etc.
- Overhead allocations

### Meetings

- Meeting #2 and #3 - Stormwater Committee

### Deliverables

- Draft and Final Cost of Service Policy Paper

## Task 4. Funding Strategy and Rate Structure

The funding strategy and rate structure is at the heart of the utility implementation process but, as shown in the workflow diagram (Figure 1), this task is touched by a number of other tracks/subtasks, including:

- The Future Program Plan (Program Track, Phase 2, Task 1) provides the basis of the revenue demand along with various financial policies used by the City for all areas of financial management (such as required reserves, fund balance management, budget strategies, etc.);
- The output of data analysis of impervious area (Data Track, Phase 2, Task 8) is critical to determining the most effective rate allocation model;
- The Cost of Services report (Program Track, Phase 2, Task 1), for future services, is the foundation for the overall funding strategy and rate structure.

The rate structure can include one element, such as impervious area, or can take into account other factors that may be appropriate. For example, use of a one-billing unit per single-family-detached-residential (SFDR) parcels may not result in a perception of equity, if the housing stock within a community has a broad range of variability. If WSP anticipates such conditions may create a negative perception among rate payers of equity sufficient enough to raise concerns within the community, then consideration of a multi-tier approach in the rate structure may be appropriate. Analysis at this level is an important step in the process of developing the optimal rate structure for Clarksville. The data analysis is discussed further in Task 8.

A Technical Paper will be prepared capturing the pros and cons of the options with a recommendation on the best fit for Clarksville. The overall outcome is to provide sufficient revenue to support the Program Plan and long-range goals of the City as captured in the Cost-of-Service report (Task 1). The recommended rate structure and the resulting rate schedule will be incorporated in a draft ordinance that sets forth the purpose of the revenues, the rate allocation, an appeals process and credit policies, as a minimum.

### Meetings

- Meeting #4 - Stormwater Committee

### Deliverables

- Technical Paper on Rate Structure Options including recommended option.
- Rate Model projecting a 5-year revenue plan.
- Rate Report documenting the rate structure adopted for the Rate Model, all assumptions within the Rate Model, explanation of the use of the model.

## Task 5. Funding Policy Development

In concert with the Rate Structure Development in Task 4, specific policies will need to be addressed to complete this effort. These include:

- Schedule for First Bill
- Date for Impervious Surface
- Long-Term Management of the Billing Process
- Billing Unit
- Rounding - Billing in Whole Integers
- Definition of Imperviousness for Billing Purposes
- Treatment of Semi-Impervious Classifications
- Minimum Developed Area Unit and Undeveloped Property
- One-to-Many and Many-to-One Conditions

- Matching Parcels to Water Bills
- Cancellation Policy
- Stormwater Only Bills
- Responsible Party
- Parcel Classifications
- Vacant but Developed Properties

### Meetings

- Meeting #5 and #6 – Stormwater Committee

### Deliverables

- Draft and Final Funding Policy Paper

## Task 6. Ordinance Development

WSP will assist in the development of appropriate ordinance language, working with the City to capture all necessary language for rate adoption along with credits and appeals. WSP does not provide legal counsel, but partners appropriate technical staff with the City who serves and protects the interests of Clarksville. This work will include a review of existing ordinance language to determine if modifications are necessary for compatibility. The Team will identify those during discussions with the City.

### Deliverables

- Draft language for incorporation into the final ordinance establishing the stormwater utility.

## Task 7. Public Outreach and Education

In Phase 1, the WSP Team prepared a draft Public Outreach Plan addressing a number of key actions, including development of materials for the City of Clarksville website and presentation materials for various outreach efforts. We encourage the City to have an open and transparent process, sharing information on the development of the utility on the City website.

Public outreach and education efforts will primarily occur in Phases 2 and 3, and will include:

- Development of Executive Summaries/One-Page-Informational Flyers
- Presentations to Mayor and City Council and Gas & Water Board
- Public Meetings with target audiences

We recommend presentations to the Mayor and City Council, preferably in workshop setting, to cover process, policy and final recommendations. Workshop settings typically allow for presentation of materials in more detail and more informal exchange of ideas.

While no public meetings are planned for Phase 2, several public meetings are anticipated during Phase 3. Public meetings must be well crafted, and we have found that open public meetings that include special invitations to key community stakeholders are the most effective in delivery of a message. Examples include holding a series of briefings with a broad range of representatives, specifically inviting homeowner associations, church representatives, business and industry. These allow for full discussion of the program, goals, options and analysis along with the details on the structure and policies of the utility.

### Meetings

- Presentation #1 to the Mayor and City Council to discuss future stormwater program including costs and rate structure

- Presentation #2 to the City of Clarksville Gas & Water Board to discuss future stormwater program including costs and rate structure
- Public Meetings are not anticipated during Phase 2.

#### Deliverables

- Executive Summaries/One-Page-Informational Flyers
- Updates to Public Education and Outreach Plan, as needed
- Presentation documentation (agenda, PowerPoint, handouts, summary report)

### Task 8. Master Account File & Billing Data Development

During Phase 1, the WSP Team completed a preliminary review of the tax parcel information as well as available Geographic Information System (GIS) files.

In Phase 2, this effort will continue as the decision becomes final on the approach to the billing unit calculation and the method of allocation will be applied to all parcels within the City. A series of decisions will be made regarding the allocation of costs on unique property situations such as parcels with multiple sub-parcels (e.g. condominiums and townhomes). In addition, during Phase 2, the Team will identify other property-based policies for consideration by the City such as billing the City itself, treatment of other government owned parcels, etc. A series of policy decisions will be discussed and finalized, resulting in a policy paper documenting how all unique parcels are addressed within the Master Account File (Phase 2, Task 5). Once all rate and billing policies are addressed and outcomes determined, the Master Account File can be developed. With direction from the City staff on the timing for implementation and the methods for communication with largest ratepayers, we integrate the Master Account File into the City billing system.

#### Deliverables

- Policy Paper on Billing Unit Analysis
- Master Account File for Cost Allocation
- Documentation on Master Account File Maintenance and Updates

### Task 9. Customer Support

Implementation success often hinges on the support provided to customers upon receipt of a bill for stormwater user fees. It is critical that individuals who greet the public, as receptionists, by phone or in person, understand the basics of the stormwater utility. For those staff who handle the billing, credits and appeals process, the understanding must be specific so that 90% of all questions can be handled immediately. There will always be those issues that are unique and unexpected. Those issues may be relayed to a manager within various work units to address.

Discussion of Customer Support will begin within Phase 2. A Customer Service manual and training are recommended to provide a sound basis for interaction with the public during Phase 3 Implementation. During the finalization of the implementation process, the Team will hold on-site training for staff identified by project leadership. Handouts and presentations will be made, and the Customer Service Manual will be provided in draft. After training, some edits to the Manual may be appropriate and will be completed. The Manual will be delivered in digital and one printed original.

#### Deliverables:

- Draft Customer Service Manual
- Final Manual and on-site Training Meeting will occur in Phase 3

## Task 10. Project Management

The WSP Team understands the importance of comprehensive project management and administration. Project management activities will include preparing a Monthly Progress Report to accompany invoicing for the City, monthly virtual project-update meetings with the City's project management staff, and internal staff direction and meetings.

## 2 Proposed Schedule

The proposed schedule is presented in the table below noting "M" - Meetings; "D" - Deliverables; "P" - Presentations; and "I" - Invoices.

| | 2026 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | May | June | July | Aug | Sep | Oct | Nov | Dec |
| **Future Program and Cost of Services Report** | | | | | | | | |
| Meeting #1 | M | | | | | | | |
| Final Future Program Implementation Plan | | D | | | | | | |
| Final Cost of Service Report | | D | | | | | | |
| **Final Organizational Plan** | | | | | | | | |
| Meeting #1 | M | | | | | | | |
| Final Organizational Recommendations | | D | | | | | | |
| **Cost of Service Policy Development** | | | | | | | | |
| Meeting #2 | | M | | | | | | |
| Meeting #3 | | | M | | | | | |
| Draft and Final Cost of Service Policy Paper | | | D | D | | | | |
| **Funding Strategy and Rate Structure** | | | | | | | | |
| Meeting #4 | | | | M | | | | |
| Technical Paper on Rate Structure Options | | | D | | | | | |
| Rate Model | | | | | D | | | |
| Rate Report | | | | | D | | | |
| **Funding Policy Development** | | | | | | | | |
| Meeting #5 | | | | | M | | | |
| Meeting #6 | | | | | | M | | |
| Draft and Final Funding Policy Paper | | | | | | D | D | |
| **Ordinance Development** | | | | | | | | |
| Draft Language for Ordinance | | | | | | | | D |
| **Public Outreach and Education** | | | | | | | | |
| One-Page-Informational Flyers | | D | D | D | D | | D | D |
| Presentation #1 to Gas & Water Board | | | | | | | | P |
| Presentation #2 to Mayor/Council | | | | | | | | P |
| **Master Account File & Billing Data Development** | | | | | | | | |
| Billing Unit Analysis | | | | | | D | | |
| Master Account File (MAF) | | | | | | | | D |
| MAF Documentation | | | | | | | | D |
| **Customer Support** | | | | | | | | |
| Draft Manual for Customer Service | | | | | | | | D |
| **Project Management** | | | | | | | | |
| Workplan | | | | | | | | |
| Invoicing - Monthly | I | I | I | I | I | I | I | I |
| Monthly Virtual Project Update Meetings | M | M | M | M | M | M | M | M |

# 3 Proposed Fee Estimate

The proposed cost and staff rates are presented in the table below:

| Task | Title | Hours | Labor Cost | Expense Cost | Total |
|---|---|---|---|---|---|
| Task 1 | Final Future Program Plan and Cost of Services Report | 80 | $18,320 | $900 | $19,220 |
| Task 2 | Final Organizational Plan | 12 | $1,904 | | $1,904 |
| Task 3 | Cost of Service Policy Development | 152 | $26,408 | $1,800 | $28,208 |
| Task 4 | Funding Strategy and Rate Structure | 60 | $15,400 | $900 | $16,300 |
| Task 5 | Funding Policy Development | 152 | $26,408 | $1,800 | $28,208 |
| Task 6 | Ordinance Development | 28 | $5,920 | | $5,920 |
| Task 7 | Public Outreach and Education | 100 | $19,740 | $1,800 | $21,540 |
| Task 8 | Master Account File & Billing Data Development | 370 | $65,840 | | $65,840 |
| Task 9 | Customer Support | 56 | $7,488 | | $7,488 |
| Task 10 | Project Management | 48 | $8,560 | | $8,560 |
| | | | | | |
| **TOTAL** | | **1,058** | **$195,988** | **$7,200** | **$203,188** |

| | |
|---|---|
| Program Manager | $210 |
| Senior Vice President, Senior Planner | $280 |
| Senior Engineer | $208 |
| Planner | $180 |
| Senior GIS Analyst | $133 |
| GIS Analyst | $155 |
| Billing Analyst | $115 |

### Assumption

Expenses costs are included for travel, as needed.

WSP will perform the proposed Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance.

CLARKSVILLE GAS & WATER

June 3, 2026

Ms. Camille Thomas, Purchasing Director
City of Clarksville
1 Public Square
Clarksville, TN 37043

RE: Sole Source Request for InSource Solutions

Camille,

InSource Solutions is the sole source provider and authorized distributor of the AVEVA software and interface products that Clarksville Gas & Water uses as our SCADA system platform. The software is used to remotely monitor and control various processes at our sewer lift stations, water booster stations, water tanks, gas distribution facilities, water treatment plant and wastewater treatment plant.

I have attached the Sole Source Justification Form as well as a letter from AVEVA for your consideration.

LIST NAMES OF PERSONS INVOLVED IN MAKING THIS DECISION
Garth Branch
Ben Clark (SCADA/I&C Manager)

Respectfully,

Garth Branch
Engineering Division Manager
Clarksville Gas and Water
(931) 645-7418

OK Camille Thomas
6-4-26

## SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Purchasing Director or his/her designee for approval. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Purchasing Director or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Purchasing Director. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for re-approval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Purchasing Policy and City Code.

**Description of item(s) / services(s) to be used:** CGW uses AVEVA software and interface products as the platform our SCADA system is built upon. InSource Solutions is the sole provider/authorized dealer for AVEVA software in the Clarksville area. A letter from AVEVA is attached as backup.

**This is a sole source vendor because:**

X Sole provider of a licensed or patented good or service
___ Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
___ Sole provider of factory-authorized warranty service.
___ Sole provider of unique equipment or products not offered by others. (Complete section below)
___ Other, please explain: ___

**What steps were taken to verify that these goods / services are not available elsewhere?**

___ Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).
X See attached sole source/authorized dealer letter from AVEVA regarding InSource Solutions.

___ Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable).

___ What specific feature makes this good / service unique and why is this feature needed for your department? Use a separate sheet of paper if necessary.

Suggested Vendor: InSource Solutions

Using Department: Clarksville Gas + Water

Contact: Garth Branch

**My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the City. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interest section of the city's Purchasing Policy.**

Garth Branch [signature] 06/03/2026
Requester's Name and Signature — Date

C. Thomas — 6-4-26
Purchasing Director or Designee's Approval — Date

June 1, 2026

Garth Branch
City of Clarksville
2215 Madison Street
Clarksville TN 37043

Hello Garth,

I'm reaching out to confirm that InSource Solutions is our authorized distributor of AVEVA Software in Tennessee. InSource Solutions is authorized to resell and distribute AVEVA software, support, Flex subscriptions, and training.

Please feel free to call me or anyone at InSource Solutions if we can be of service.

Sincerely,

Eric Talbott
AVEVA Software, LLC
Commercial Manager, Americas
Ph: 949-639-8609

OK Thomas
6-4-24

AVEVA Software, LLC
26561 Rancho Parkway South
Lake Forest, CA 92630 USA
Phone: +1 949 727 3200
Fax: + 1 949 727 3270

linkedin.com/company/aveva
@avevagroup

aveva.com

Tuesday, May 19, 2026

City of Clarksville
Ben Clark
PO BOX 387
Clarksville, TN 37041-0387
ben.clark@cityofclarksville.com

Dear Ben,

Thank you for being an InSource software maintenance subscriber! The top four reasons that clients continue to renew their subscriptions are:

- Reinvestment in our software. Approximately 70% of Customer First maintenance revenue is invested in Research and Development
- Data Security. AVEVA addresses cyber-security threats in real-time, keeping your data and operations safe and preventing costly downtime.
- Compatibility. Changes to the underlying Microsoft operating systems are rapidly addressed so your systems easily work with each other.
- We're here to help. During business hours, most calls are answered within 90 seconds and most issues resolved the same day. Online Tips and Tech notes are available anytime, and after-hours support is available at an added cost. Clients like you give us a 95% satisfactory rating.

Important sites where you can get self-service information are:

Aveva Customer First Client Brochure

InSource Knowledge Center

AVEVA Knowledge & Support Center

Taxes, shipping, handling and other fees may apply.

Please contact me if I can be of further assistance on this or other matters.

Tammy Paulette
Sales Operations
InSource Solutions Group
804.419.1345

# AVEVA Flex Subscription Renewal

**Quote Information:**

Quote #: 036977
Version: 1
Tuesday, May 19, 2026
Expiration Date: 08/31/2026

**Prepared for:**

City of Clarksville
Ben Clark
PO BOX 387
Clarksville, TN 37041-0387
ben.clark@cityofclarksville.com
(931) 216-6807

**Account Executive:**

Patrick Hunter
804.419.9145
phunter@insourcess.com

**Prepared by:**

Tammy Paulette
804.419.1345
tpaulette@insourcess.com

## Annual Software Subscription Renewal

| Part # | Description | Maintenance Site | Agreement | Start Date | End Date | Price |
|---|---|---|---|---|---|---|
| **To pay annually, please complete the Multi-Year License Subscription Billing Schedule (included with your quote) and return with your purchase order.** | | | | | | |
| FLEX-St-1-R | AVEVA Flex-includes Standard Level Customer FIRST Software Maintenance and Technical Support - 1 Yr Renew - 8,000 Flex Credits - Year 1 of 3 | City of Clarksville2215 Madison StClarksville TN 37043-5237 | 131245 | 9/1/2026 | 8/31/2027 | $132,636.00 |
| FLEX-St-1-R | AVEVA Flex-includes Standard Level Customer FIRST Software Maintenance and Technical Support - 1 Yr Renew - 8,000 Flex Credits - Year 2 of 3 | City of Clarksville2215 Madison StClarksville TN 37043-5237 | 131245 | 9/1/2027 | 8/31/2028 | $139,272.00 |
| FLEX-St-1-R | AVEVA Flex-includes Standard Level Customer FIRST Software Maintenance and Technical Support - 1 Yr Renew - 8,000 Flex Credits - Year 3 of 3 | City of Clarksville2215 Madison StClarksville TN 37043-5237 | 131245 | 9/1/2028 | 8/31/2029 | $146,244.00 |

Subtotal: **$418,152.00**

InSource InSider * Optional

| Description | | Price | Qty | Ext. Price |
|---|---|---|---|---|
| InSource InSider is an annual subscription that is designed to empower your team to continually improve the AVEVA infrastructure that your operations depend on. As a subscriber, you have "insider" access to our organization to:<br><br>• Leverage "Schedule an Expert" hours to have our team to help you with your most challenging development or system maintenance needs.<br>• Upskill your team with unlimited access to our product training.<br>• Access the expertise amassed over hundreds of man years via an invite-only forum that is carefully curated and monitored.<br>• Query our AI-driven chat tool to quickly identify relevant information from official product documentation and thousands of closed support cases.<br>• Access pre-built content and sample code that our team has developed for our own needs.<br>• Get complimentary passes to our annual client event that includes updates on our technologies and hands-on labs.<br><br>InSource InSider pricing is per-site. If you need a multi-site or enterprise plan, contact our sales team to get a tailored quote. | | | | |
| **INSOURCE INSIDER** | **Unlimited InSource Training, Schedule an Expert (4 hrs/Qtr), Online Forum, Members Only Content** | **$24,000.00** | **1** | **$24,000.00** |
| You can find a full list of our **Training Offerings** here: https://insource.solutions/insource-training/<br><br>Our up-to-date **Training Calendar** is available here: https://insource.solutions/events/<br><br>For details about **InSource Insider**, please visit: https://insource.solutions/service/insource-insider/ | | | | |

* Optional Subtotal: **$24,000.00**

## Quote Summary

| Description | Amount |
|---|---|
| Annual Software Subscription Renewal | $418,152.00 |
| Total: | **$418,152.00** |

## *Optional Expenses

| Description | One-Time |
|---|---|
| InSource InSider | $24,000.00 |
| Optional Subtotal: | **$24,000.00** |

Your order is ready to be processed after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970.

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

In certain circumstances, tariffs may impact the pricing of products and services relied upon by ISS from its vendors. In such a case where a Quotation is affected by a tariff after its issuance, ISS reserves the right to withdraw its Quotation and offer a new Quotation based upon pertinent impacts of tariffs.

Credit card payments may be subject to a 2% surcharge where permitted by law. This surcharge does not exceed our cost of acceptance. To avoid the surcharge, payment may be submitted via ACH (preferred), debit card, or check.

**Payment Terms:** Net 30

## Multi-Year License Subscription Billing Schedule - InSource

### InSource Multi-Year License Subscription Billing Schedule

InSource Multi-Year License Subscription Contract

This Multi-Year License Subscription Contract ("Contract") provides the following fixed, annual pricing schedule for the use of AVEVA software ("Software").

This is an addendum to Quote# 36977v1 ("Quotation") and InSource Software Solutions, Inc.'s ("ISS") Terms and Conditions appended hereto. This Contract is applicable to the following location: Clarksville Gas & Water, Site ID 135937, 2215 Madison Street, Clarksville, TN 37043 ("Client"). All capitalized terms and phrases used herein but not otherwise defined shall have the same meanings given to them in the Order. All provisions of the ISS Terms and Conditions not otherwise addressed herein shall remain unchanged and in full force and effect.

This Contract grants to Client a noncancelable three-year subscription to use the AVEVA software ("Subscription") noted herein.

**Subscription Contract Payment Terms:**

| Contract Year | Invoice Date | Payment Due (due not later than Subscription Term start date) | Annual Subscription Payment Schedule |
|---|---|---|---|
| Year 1 | Within 3-5 Days of receipt of PO | 30 Days from date of ISS Invoice | $132,636.00 |
| Year 2 | July 31, 2027 | August 31, 2027 | $139,272.00 |
| Year 3 | July 31, 2028 | August 31, 2028 | $146,244.00 |

1) The Subscription renewal invoice will be sent to Client thirty (30) days prior to the commencement of the subsequent Subscription term. The invoice payment is due not later than the start of the new Subscription term. If payment is not received prior to the beginning of the new Contract Year start date, then the subscription will be suspended pending payment.
2) If additional Subscription licenses are purchased during the term of this Contract, there will be an additional cost to add those licenses to the existing Subscription at the time of Software purchase. Different pricing or subscriptions terms may apply.
3) This Contract and the Subscription(s) will take effect upon 1) the date of later signature below and 2) the appending of an original purchase order for all the items quoted on Quote# 36977v1. The dates of the Subscription Term will be clarified in Exhibit A once the purchase order is received.
4) New FLEX Subscriptions:
   a) Virtual credits purchased by the Client may be redeemed to create a license file allowing access and use of a variety of interchangeable products. Credits will be allotted to respective twelve calendar month periods (each a "Year"). Licenses begin consuming Credits on a monthly basis as prorated against the annual Credit consumption schedule listed for that product.
   b) To the extent permitted by applicable law, at the end of each contract term, any Credits not consumed will be lost and cannot be carried over into a new contract term.
   c) If at any time the credit consumption exceeds the contracted level during the subscription term, the customer will be required to purchase Top-Up Credits. These credits are used to reconcile the negative balance, with the associated costs being prorated and co-termed to the existing invoice schedule.
   d) "Right to use" and "right to access" licenses under the AVEVA Flex Credit program include Support without an additional fee. Clients will not have an option to obtain licenses without also obtaining support. In the event the Client wants higher levels of support, they may select either the Premium or the Elite support for a corresponding upcharge in their subscription over their chosen tiered price.
5) FLEX Modernization Offering or CustomerFIRST Migrations to FLEX Subscription:
   a) Migrating an AVEVA Perpetual CustomerFIRST Support Agreement to a FLEX Subscription effectively equates to paying for CustomerFIRST with Flex Credits. Access to Technical Support and Maintenance Releases continue to be

available for the perpetual licenses that are migrated to Flex during the term of the Flex Agreement.
b) This migration also comes with the benefit of being able to use legacy/perpetual licenses in a Flex environment, which means a license may be traded in to free up its associated credits for use with other products available in the AVEVA Portfolio. Please note that each perpetual License converted to a FLEX Software Subscription License will replace the corresponding perpetual license, and such perpetual license will be terminated.
c) In the event a Flex Software Subscription is not renewed, any legacy perpetual license not traded in and converted to a Flex Subscription license will be reverted back to its perpetual state and the Client will not relinquish ownership of said license.
d) New Flex licenses acquired during the Subscription Term will be available for use for the duration of the subscription term and subsequent renewals.

The undersigned agrees to all subscription terms listed above for items purchased under Quote# 36977v1.

InSource Solutions requires a Purchase Order for the full committed term. If Client is unable to meet this requirement, please check the box below.

______ Client will be providing a separate Purchase Order for each Contract Year. PO must be received by Invoice Date listed above.

Please sign below and return to InSource Solutions:

| | |
|---|---|
| **Clarksville Gas & Water** | **InSource Software Solutions, Inc.**<br>**(dba InSource Solutions)** |
| By: | By: Tara Thurston<br>box SIGN 46YL25X1-1VXV7JLZ |
| Name: | Name: Tara Thurston |
| Title: | Title: EVP & CFO |
| Date: | Date: Jun 2, 2026 |

## Additional Information About Order

***List of supported licenses available upon request from your Customer First Representative***

Aveva Customer First Client Brochure

Maintenance Programs and Technical Support Services

InSource Training Center

**Important note regarding expiration: Subscription Programs carry no "grace period" beyond the expiration date. If an agreement is allowed to lapse, Client access to the Subscription may be restricted or terminated.*

**Order Terms**:
Taxes, Shipping, handling and other fees may apply. Your order will be pre-processed awaiting final processing after we receive your purchase order at orderentry@insourcess.com or by fax at 804-378-8970. We reserve the right to cancel orders arising from pricing or other errors. In certain circumstances, tariffs may impact the pricing of products and services relied upon by ISS from its vendors. In such a case where a Quotation is affected by a tariff after its issuance, ISS reserves the right to withdraw its Quotation and offer a new Quotation based upon pertinent impacts of tariffs.

Products/Maintenance: See Payment Terms Above.

Training: Pre-pay or payment of invoice prior to class attendance.

Services: Net 30 Days from date of invoice with approved credit and credit limit. Fixed Cost Services (including Ready to Go Services) invoiced 50% at time of order and 50% upon project completion. Travel and Living Expenses billed separately and at cost. Time & Expense Services are priced for use during standard business hours. A minimum billing of 8 hours is required at receipt of order for contracts less than 40 hours. A minimum of 25% is required for contracts of 40 hours or more. Any unused hours automatically expire one year after issue of PO and are not subject to refund. Hours used after the initial minimums are billed as consumed and invoiced monthly.

*NOTE: You may receive separate invoices for individual Products, Maintenance, Training, Services.*

Remit-To Address: InSource Solutions, PO Box 72804, Richmond, VA 23235

**After You Order:**
After Purchase Order acceptance, order processing takes 3-5 business days. Your order will arrive via email from InSource and will contain a link to download media (if needed) along with an attached ZIP file consisting of license file(s), license certificate(s) and the maintenance agreement. Invoicing occurs within 48 hours of delivery of the InSource email. NOTE: Physical delivery of product available upon request at the time of order. Freight, if required, is FOB shipping point - freight is prepaid and added to invoice.

ISS Standard Terms and Conditions apply and can be viewed **here**

## Delivery & Payment Terms

### General Delivery Terms

| | |
|---|---|
| Software/Maintenance: | 5-7 Business Days for Electronic Delivery.<br>**Requests for physical delivery of software (when available) must be made at time of order.* |
| Subscriptions: | Subscriptions start within 3 business days of purchase order receipt.<br>Subscriptions renew based on the initial term (1 year, 3 years, or other). |
| Hardware: | 2-3 weeks for pre-built/off-the-shelf hardware<br>3-8 weeks for customer/build-to-order hardware<br>4-8 weeks after drawing approval for Strongarm build to order enclosures |
| Services: | Per Contract Agreement |
| Onsite Training: | Date to be negotiated after receipt of order, but generally no sooner than 30 days from date of order receipt |
| FOB: | Shipping Point – Freight is prepaid and added to invoice |

### Standard Payment Terms

***NOTE: You may receive separate invoices for individual Products, Maintenance, Training, and/or Services. Effective 7/1/24: Where applicable by law, a 2% surcharge will be assessed when paying by credit card. This surcharge is not greater than our cost of acceptance. To avoid the fee please remit payment via ACH (InSource preferred method), debit card, or check.***

| | |
|---|---|
| Products/Maintenance: | Net 30 Days from date of invoice with approved credit/credit limit |
| Training: | Pre-pay or payment of invoice prior to class attendance |
| Services: | Net 30 Days from date of invoice with approved credit/credit limit<br>Time & Expense Services invoiced weekly as consumed<br>Fixed Cost Services (including Ready to Go Services) invoiced 50% at time of order and 50% upon project completion<br>Travel and Living Expenses billed separately and at cost |

### Remit to Address

InSource Solutions

PO Box 72804

Richmond, VA 23235

**GAS & WATER COMMITTEE**
**BID SUMMARY**
**JUNE 16, 2026**

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

| BID # | DESCRIPTION | AWARDED TO | AMOUNT |
|---|---|---|---|
| 4841-P | Wastewater Pump/Motor Maintenance | John Bouchard & Sons | See Attached |
| 4842 | 401 Lined Sewer Fittings & Plug Valves | Core & Main | $64,719.19 |
| 4843 | South Clarksville WTP Disinfection System Improvements | Cumberland Valley Constructors | $2,479,400.00 |
| 4845 | East End Road Bridge Natural Gas Main Replacement | Morris Wall Construction Company | $259,751.66 |
| 4847 | Automatic Opening Doors Installation | Triple S Contracting | $157,026.00 |
| 4848 | 25% Liquid Sodium Hydroxide | Brenntag Mid-South | $2.23/gallon |
| 4860 | Brass Curb Stops & Assorted Fittings | Consolidated Pipe & Supply | $352,721.00 |
| 4861 | Air Release & Combination Valves | Consolidated Pipe & Supply | $348,650.00 |
| 4862 | Cast Iron Ductile Meter Box Lids | Consolidated Pipe & Supply | $16,220.00 |
| 4866 | Cast Iron Valve Boxes & Ext. Rings | G&C Supply Company | $67,824.00 |
| 4867 | Brass Nipples & Fittings | Ferguson Waterworks | $283,723.25 |
| 4868 | Composite Manhole Frame & Covers | Consolidated Pipe & Supply | $54,000.00 |
| 4875 | Strong Back Fernco Couplings | Fortiline Waterworks | $45,212.65 |
| 4876 | Concrete Manhole Sections | Fortiline Waterworks | $88,951.75 |
| 4877 | Lockwing Gas Stops | G&C Supply Company | $541,469.90 |
| 4878 | Black Iron Nipples & Fittings | Kenny Pipe & Supply | $118,216.20 |
| 4879 | Hardco Couplings | Ferguson Waterworks | $67,000.00 |
| 4880 | Fire Hydrants 3' & 4' Bury | Core & Main | $603,850.00 |
| 4881 | Miscellaneous Glue & Sealants | G&C Supply Company | $30,488.96 |
| 4882 | P401 Lined Miscellaneous MJ Fittings & Accessories | Fortiline Waterworks | $409,551.00 |
| 4883 | Miscellaneous Poly Gas Fittings | General Utilities Pipe & Supply | $86,862.40 |
| 4884 | MUNICPIEX Service Pipe & Inserts | Consolidated Pipe & Supply | $78,075.00 |
| 4885 | Miscellaneous MJ Fittings & Accessories | Ferguson Waterworks | $411,528.85 |
| 4886 | Manhole Frame & Covers & Paving Ext. Rings | Ferguson Waterworks | $475,926.00 |

**SOLE SOURCE PURCHASES:**

1. Future purchases of T.D. Williamson, Inc. products and services from S.J. Patterson Company, LLC.
2. Future purchases of parts and truck repairs for the International trucks from Ascendance Truck Centers.
3. Future purchases of Vogelsang solids pumps and grinders from Southern Sales, Inc.
4. Future purchases of parts, labor, maintenance and repair service for all Cummins brand power generators from Cummins, Inc.

5. Future purchases of Smith & Loveless pumps, parts and service from Van Brocklin & Associates.

6. Future purchases of Caterpillar parts, repair and maintenance from Thompson Machinery.

7. Future purchases of AVEVA software and interface products for the SCADA system platform from InSource Solutions.

**EMERGENCY PURCASHES:**

1. Purchase of a G5 13 capacitor board for the Northwest Water Tank Lights per FAA regulations from Drake Lighting in the amount of $3,550.00.

**PURCHASES FROM THE OMNIA PARTNERS COOPERATIVE CONTRACT:**

1. Purchase of office carpet from Tarkett USA, Inc. in the amount of $125,746.15.

**Proposal #4841-P Wastewater Pump/Motor Maintenance**

| | |
|---|---|
| John Bouchard & Sons | See Attached* |
| Southwest Electric Company | Bid Rejected** |
| Cumberland Machine Company | No Bid |
| R. Lafferty & Son | No Response |
| Hibbs ElectroMechanical | No Response |
| Tennessee Electric Motor Company | No Response |

**Vendor did not sign required forms.

**Bid #4842-RB - 401 Lined Sewer Fittings & Plug Valves**

| | |
|---|---|
| Core & Main | $64,719.19* |
| G&C Supply | $72,622.17 |
| Consolidated Pipe & Supply | $75,981.00 |
| Fortiline Waterworks | No Response |

**Bid #4843 - South Clarksville WTP Disinfection System Improvements**

| | |
|---|---|
| Cumberland Valley Constructors | $2,479,400.00* |
| Smith Contractors | $3,509,000.00 |
| W&O Construction Company | $3,668,700.00 |
| Adams Robinson Enterprises | No Response |
| Appalachian Pipeline Contractors | No Response |
| B.H. Holmes Constructions | No Response |
| Beech Construction Services | No Response |
| Blakely Construction Services | No Response |
| Bobby Luttrell & Sons | No Response |
| Bohden Contracting | No Response |
| Bowen Engineering Corporation | No Response |
| Byard Construction | No Response |
| Castle Energy Group | No Response |

| | |
|---|---|
| Cleary Construction | No Response |
| Conrad Construction Company | No Response |
| Covenant Constructors | No Response |
| Crowder Construction | No Response |
| D.J. Schbeck Company | No Response |
| David Dickson | No Response |
| Dugan & Myers | No Response |
| Dynamic Construction | No Response |
| Equix Energy Services | No Response |
| Fischer Excavating | No Response |
| Fisher Contracting Company | No Response |
| Garney Construction | No Response |
| Glynn's Demolition & Excavation | No Response |
| Goodrich Construction Company | No Response |
| Griffin Contracting & Excavating | No Response |
| Hall Construction | No Response |
| Haren Construction | No Response |
| Hilbers, Inc. | No Response |
| Holloman Corporation | No Response |
| Hughes Construction Company | No Response |
| J. Cumby Construction | No Response |
| J.F. Construction Services | No Response |
| Jeff Shepherd Construction | No Response |
| Jones Bros Contractors | No Response |
| Judy Construction | No Response |
| KA JACS Construction | No Response |
| L&G Construction | No Response |
| LTS Construction | No Response |
| Martin Contracting | No Response |
| Meadows Contracting | No Response |
| Means Backhoe Services | No Response |
| MG Dyess | No Response |
| Michels Energy Holdings | No Response |
| Moore Construction Company | No Response |
| Neely Engineering & Contracting | No Response |
| Norris Brothers Excavating | No Response |
| NXT Gen Excavating | No Response |
| Parchman Construction Company | No Response |
| Pernell Excavating | No Response |
| Pride Concrete | No Response |
| Principle Environmental | No Response |
| Progressive Pipeline | No Response |
| Reeves & Young | No Response |
| Ronald Franks Construction Company | No Response |
| SAK Construction | No Response |
| Schmid Pipeline Construction | No Response |
| Scott & Ritter | No Response |
| Shimmick Construction Company | No Response |
| Southeast Connections | No Response |

| | |
|---|---|
| Strike LLC | No Response |
| Team Construction | No Response |
| Trencon | No Response |
| Triple S Contracting | No Response |
| Tugsun Group | No Response |
| Twin State Utilities & Excavation | No Response |
| W Rogers Company | No Response |
| Whipps, Inc. | No Response |

**Bid #4845 - East End Road Bridge Natural Gas Main Replacement**

| | |
|---|---|
| Morris Wall Construction Company | $259,751.66* |
| Moss Welding | $282,650.00 |
| Cleary Construction | $291,200.00 |
| Taylor Construction Corporation | $504,345.00 |
| James N. Bush Construction | $619,500.00 |
| Civil Constructors | No Bid |
| Enerserv | No Bid |
| B.W. Hobson Construction | No Response |
| B.H. Holmes Construction | No Response |
| Beech Construction Services | No Response |
| Bobby Luttrell & Sons | No Response |
| Bohden Contracting Group | No Response |
| Bowen Engineering | No Response |
| Byard Construction | No Response |
| Castle Energy Group | No Response |
| Classic City Mechanical | No Response |
| Conrad Construction Company | No Response |
| Covenant Constructors | No Response |
| Dallas Dean | No Response |
| Distribution Construction | No Response |
| DM Services | No Response |
| Double D Pipeline Services | No Response |
| Dynamic Construction | No Response |
| ElectiCom | No Response |
| Enviro Science | No Response |
| Envision Contractors | No Response |
| Equix Energy Services | No Response |
| Fischer Excavating | No Response |
| Fischer Contracting Company | No Response |
| Garney Construction | No Response |
| Glynn's Demolition & Excavation | No Response |
| Goodrich Construction Company | No Response |
| Griffin Contracting & Excavating | No Response |
| Hall Construction | No Response |
| Hawkins & Price | No Response |
| Hayes Utility Contractor | No Response |
| Highways, Inc. | No Response |
| Hilbert, Inc. | No Response |

| | |
|---|---|
| Hiwassee Construction | No Response |
| Hodges Group | No Response |
| Holloman Corporation | No Response |
| Hughes Construction Corporation | No Response |
| J. Cumby Construction | No Response |
| J.F. Construction Services | No Response |
| J.B. Gibbs & Sons Construction | No Response |
| Jones Bros Contractors | No Response |
| KCL Construction | No Response |
| Kellie W. Tipton Construction | No Response |
| King Pipeline & Utility Company | No Response |
| P&G Corporation | No Response |
| Lancaster Pipeline | No Response |
| LTS Corporation | No Response |
| Mark Rowe Construction | No Response |
| Martin Contracting | No Response |
| Meadows Contracting | No Response |
| MG Dyess | No Response |
| Michels Energy Holdings | No Response |
| Midsouth Utility | No Response |
| Moore Construction Company | No Response |
| MTS Construction | No Response |
| Natural Gas Piping | No Response |
| Nitzsche Communications | No Response |
| Norris Brothers Excavating | No Response |
| Northstar Energy Services | No Response |
| P&L Mechanical | No Response |
| Parchman Construction Company | No Response |
| Pinnacle | No Response |
| Pipeline Construction | No Response |
| PL-Enserserv | No Response |
| Pride Concrete | No Response |
| Pride Utility Construction Company | No Response |
| Primoris | No Response |
| Progressive Pipeline | No Response |
| R&R Piping | No Response |
| R. Roese Contracting Company | No Response |
| Rast Construction | No Response |
| Revell Construction | No Response |
| Ronald Franks Construction Company | No Response |
| SAK Construction | No Response |
| Schmid Pipeline Construction | No Response |
| Scott & Ritter | No Response |
| SDT Contractors | No Response |
| Southeast Connections | No Response |
| Speegle | No Response |
| Standard Maintenance Company | No Response |
| Strike | No Response |
| T.J. Construction | No Response |

| | |
|---|---|
| Team Construction | No Response |
| TrenCon | No Response |
| Triple S Contracting | No Response |
| Tri-State Utility Contracting | No Response |
| Twin State Utilities & Excavation | No Response |
| W. Roger Company | No Response |
| Weaver | No Response |
| Western Construction | No Response |
| Whipps | No Response |
| Williamson Construction | No Response |

**Bid #4847 - Automatic Opening Doors Installation**

| | |
|---|---|
| Triple S Contracting | $157,026.00* |
| BR Miller & Company | No Response |
| Nexgen | No Response |
| Commercial Installation | No Response |
| Vortex Doors | No Response |
| Nashville Door | No Response |
| Door Tech of Nashville | No Response |

**Bid #4848 - 25% Liquid Sodium Hydroxide**

| | |
|---|---|
| Brenntag Mid-South | $2.23/gallon* |
| Southeastern Tank | Bid Rejected** |
| CoreChem | No Bid |
| Univar | No Response |
| Harcros Chemical | No Response |
| Univar | No Response |
| Source Technologies | No Response |
| Kemira Water Solutions | No Response |
| Industrial Chemical | No Response |
| USP Technologies | No Response |
| Siemens Industry | No Response |
| Chem Trade | No Response |
| Allied Universal Corporation | No Response |
| Shannon Chemical Corporation | No Response |
| Olin | No Response |
| Chemco Industries | No Response |
| Gulbrandsen Technologies | No Response |
| PremierMagensium | No Response |
| Citco Water | No Response |
| Solenis | No Response |
| USALCO | No Response |
| Carus Chemical | No Response |
| Hawkins | No Response |
| Chemrite | No Response |
| Speciality Chemical | No Response |
| G20 Technologies | No Response |

| | |
|---|---|
| SE Tank | No Response |

**Vendor did not sign required forms.

**<u>Bid #4860 - Brass Curb Stops & Assorted Fittings</u>**

| | |
|---|---|
| Consolidated Pipe & Supply | $352,721.00* |
| Citco Water | $350,130.80** |
| G&C Supply Company | $357,761.75 |
| Ferguson Waterworks | $373,490.95 |
| Core & Main | $383,117.00 |
| Hayes Pipe Supply | No Bid |
| Macomb Pipe & Supply | No Response |
| Kenny Pipe & Supply | No Response |
| Fortiline Waterworks | No Response |

**Vendor did not bid all items.

**<u>Bid #4861 - Air Release & Combination Valves</u>**

| | |
|---|---|
| Consolidated Pipe & Supply | $348,650.00* |
| G&C Supply Company | $366,190.00 |
| Ferguson Waterworks | $371,700.00 |
| Hayes Pipe Supply | $377,141.50 |
| Core & Main | $406,353.00 |
| Kenny Pipe & Supply | $443,323.00 |
| General Utilities Pipe & Supply | No Response |
| Fortiline Waterworks | No Response |

**<u>Bid #4862 - Cast Iron Ductile Meter Box Lids</u>**

| | |
|---|---|
| Consolidated Pipe & Supply | $16,220.00* |
| Citco Water | $16,944.00 |
| Core & Main | $18,499.20 |
| Hayes Pipe & Supply | $18,920.10 |
| G&C Supply Company | $20,163.60 |
| Kenny Pipe & Supply | No Response |
| General Utilities Pipe & Supply | No Response |
| Fortiline Waterworks | No Response |

**<u>Bid #4866 - Cast Iron Valve Boxes & Ext. Rings</u>**

| | |
|---|---|
| G&C Supply Company | $67,824.00* |
| Consolidated Pipe & Supply | $71,450.00 |
| Hayes Pipe & Supply | $75,017.00 |
| Core & Main | $77,030.50 |
| Ferguson Waterworks | $78,879.00 |
| Citco Water | No Response |
| Fortiline Waterworks | No Response |

| | |
|---|---|
| General Utilities Pipe & Supply | No Response |
| Kenny Pipe & Supply | No Response |

**Bid #4867 - Brass Nipples & Fittings**

| | |
|---|---|
| Ferguson Waterworks | $283,723.25* |
| Southern Pipe & Supply | $292,675.00 |
| Kenny Pipe & Supply | $302,550.00 |
| G&C Supply Company | $307,461.75 |
| Consolidated Pipe & Supply | $323,786.50 |
| Hayes Pipe & Supply | $324,277.50 |
| Core & Main | $334,086.00 |
| General Utilities Pipe & Supply | No Response |
| Fortiline Waterworks | No Response |

**Bid #4868 - Composite Manhole Frame &Covers**

| | |
|---|---|
| Consolidated Pipe & Supply | $541,000.00* |
| Ferguson Waterworks | $581,000.00 |
| G&C Supply Company | $614,040.00 |
| Hayes Pipe & Supply | $827,928.00 |
| Kenny Pipe & Supply | No Response |
| Citco Water | No Response |
| Core & Main | No Response |
| General Utilities Pipe & Supply | No Response |
| Fortiline Waterworks | No Response |
| AJ Enterprises | No Response |
| Shamrock Dirt & Forestry | No Response |

**Bid #4875 - Strong Back Fernco Couplings**

| | |
|---|---|
| Fortiline Waterworks | $45,212.65* |
| Consolidated Pipe & Supply | $46,141.50 |
| G&C Supply Company | $46,488.05 |
| Ferguson Waterworks | $49,240.25 |
| Kenny Pipe & Supply | $49,390.85 |
| Core & Main | $51,132.25 |
| Citco Water | No Response |
| General Utilities Pipe & Supply | No Response |

**Bid #4876 - Concrete Manhole Sections**

| | |
|---|---|
| Fortiline Waterworks | $88,951.55* |
| G&C Supply Company | No Bid |
| Core & Main | No Bid |
| Consolidated Pipe & Supple | No Response |
| Kenny Pipe & Supply | No Response |

**Bid #4877 Lockwing Gas Stops**

| | |
|---|---|
| G&C Supply Company | $51,469.90* |
| Ed Young Sales | $36,448.63** |
| Consolidated Pipe & Supply | $54,753.50 |
| General Utilities Pipe & Supply | No Response |
| CGS | No Response |
| Kerotest Manufacturing Corporation | No Response |
| McJunkin Red Man | No Response |
| M.T. Deason Company | No Response |

**Vendor did not bid all items.

**Bid #4878 - Black Iron Nipples & Fittings**

| | |
|---|---|
| Kenny Pipe & Supply | $118,216.20* |
| Core & Main | $165,158.00 |
| Consolidated Pipe & Supply | $242,676.20 |
| G&C Supply Company | $301,114.60 |
| Ferguson Waterworks | No Response |

**Bid #4879 - Hardco Couplings**

| | |
|---|---|
| Ferguson Waterworks | $67.000.00* |
| Fortiline Waterworks | $67,082.82 |
| Consolidated Pipe & Supply | $67,875.00 |
| Core & Main | $69,370.00 |
| Citco Water | $72,389.00 |
| Kenny Pipe & Supply | $85,165.00 |
| G&C Supply Company | No Response |

**Bid #4880 Fire Hydrants 3' & 4" Bury**

| | |
|---|---|
| Core & Main | $603,850.00* |
| Fortiline Waterworks | $657,869.00 |
| Consolidated Pipe & Supply | $664,600.00 |
| G&C Supply Company | No Bid |
| Citco Water | No Response |
| Ferguson Waterworks | No Response |
| Kenny Pipe & Supply | No Response |
| Century Fire Protection | No Response |
| Tennessee Fire Equipment | No Response |
| Jarrett Fire | No Response |
| Servant Fire Protection | No Response |
| Summit Fire & Security | No Response |
| Pye-Barrier Fire & Safety | No Response |
| Chattanooga Fire Protection | No Response |

**Bid #4881 - Miscellaneous Glue & Sealants**

| | |
|---|---|
| G&C Supply Company | $30,488.96* |
| EZ Street Asphalt | $ 3,600.00** |
| Citco Water | $13,662.00** |
| Fortiline Waterworks | $30,602.40 |
| Ferguson Waterworks | $32,636.76 |
| Consolidated Pipe & Supply | $37,032.00 |
| Core & Main | No Bid |
| Kenny Pipe & Supply | No Response |
| General Utilities Pipe & Supply | No Response |

**Vendor did not bid all items.

**Bid # 4882 - P401 Lined Miscellaneous MJ Fittings & Accessories**

| | |
|---|---|
| Fortiline Waterworks | $409,551.00* |
| Citco Water | $184,100.00** |
| Ferguson Waterworks | $410,785.00 |
| Consolidated Pipe & Supply | $417,940.00 |
| Core & Main | $422,609.80 |
| G&C Supply Company | $610,730.60 |
| Macomb Pipe & Supply | No Response |
| Kenny Pipe & Supply | No Response |

**Vendor did not bid all items.

**Bid #4883 - Miscellaneous Poly Gas Fittings**

| | |
|---|---|
| General Utilities Pipe & Supply | $86,862.40* |
| Kerotest Manufacturing Group | $26,342.00** |
| Consolidated Pipe & Supply | $86,243.03** |
| G&C Supply Company | No Response |
| CGS | No Response |
| McJunkin Redman | No Response |
| Tri-State Meter & Regulator | No Response |

**Vendor did not bid all items.

**Bid #4884 - MUNICPEX Service Pipe & Inserts**

| | |
|---|---|
| Consolidated Pipe & Supply | $78,075.00* |
| G&C Supply Company | $59,267.00** |
| Core & Main | $64,815.00** |
| Fortiline Waterworks | $81,144.00 |
| Ferguson Waterworks | No Response |
| General Utilities Pipe & Supply | No Response |

| | |
|---|---|
| Kenny Pipe & Supply | No Response |
| Macomb Pipe & Supply | No Response |

**Vendor did not meet specifications.

**Bid #4885 - Miscellaneous MJ Fittings & Accessories**

| | |
|---|---|
| Ferguson Waterworks | $411,825.85* |
| Citco Water | $379,773.50** |
| Fortiline Waterworks | $412,044.55 |
| Consolidated Pipe & Supply | $421,637.00 |
| Southern Pipe & Supply | $435,642.24 |
| Macomb Pipe & Supply | No Response |
| Kenny Pipe & Supply | No Response |

**Vendor did not bid all items.

**Bid #4886 - Manhole Frame & Covers & Paving Ext. Rings**

| | |
|---|---|
| Ferguson Waterworks | $475,926.00* |
| G&C Supply Company | $482,200.00 |
| Fortiline Waterworks | $485,868.00 |
| Morgan Ingland | $504,034.00 |
| Consolidated Pipe & Supply | $509,200.00 |
| Core & Main | $538,200.00 |
| Citco Water | No Response |

*Department Recommendation

Proposal 4841-P
Wastewater / Motor
Maintenance Services
Agreement

JOHN BOUCHARD & SONS CO.
— SINCE 1900 —

- Combined 25-Ton Overhead Hoist Lifting Capacity
- Dynabal Dynamic Computerized Balancing for Rotor and Overhung Balancing

## Comprehensive Job Process Management & Reporting

In addition to improving our workforce, implementing a cloud-based service software and continued quality management, we have continued to refine accounting and job tracking systems to improve the speed with which we process repairs, understand job status and produce invoices. Our new Controller created dynamic Work In Process and Unbilled reports, which we have used with increasing efficiency over the past 3 years. Example reports will be demonstrated during shop inspection.

- **Work In Process** – The "WIP" report includes features such as Start Date, Last Labor Date and Cost to Date of all jobs, providing our shop management team with information to keep repairs moving efficiently and on schedule.
- **Unbilled** – The Unbilled Report allows us to track jobs from completion through invoicing. Whereas in years past, a final invoice could be delayed while waiting for supplier invoices, now the Unbilled Report quickly highlights the number of Days to Bill for each job. This report continues to speed up our invoicing process.
- **Labor/Materials Backup** – When we were awarded this contract in 2023, we created a custom reporting process for each CGW job, which includes details on parts ordered, labor performed (with notes), and pricing. (see appendix)
- **Service Report** – We worked with CGW to create a custom service report to record details about work performed. (see appendix)
- **Start-Up Report** – Likewise, in 2023, we worked with CGW to create a custom startup report, which is filled out for each startup performed for equipment that has been repaired. (see appendix)

## Budget and Estimated Pricing

| | |
|---|---|
| **Percentage of markup on materials:** | **14%** |
| **Labor Cost per hr. per employee:**<br>*Straight Time Hours* | **$135.00** |
| **Labor Cost per hr. per employee:**<br>*After Hours (All Day Sat, Sun, Holidays)* | **$205.00** |
| **Balance & Calibration of motors and pumps per hr.:** | **$135.00** |

# CGW Water Department
## May, 2026

| | Month Actual | Month Budget | Month Fav/(Unfav) | Year to Date Actual | Year to Date Budget | Year to Date Fav/(Unfav) |
|---|---|---|---|---|---|---|
| Sales to Customers | 3,591,427 | 3,574,771 | 16,656 | 38,988,370 | 39,322,479 | (334,109) |
| Penalties | 47,587 | 54,167 | (6,579) | 550,465 | 595,833 | (45,368) |
| Other Income | 451,493 | 446,417 | 5,077 | 4,851,466 | 4,910,583 | (59,117) |
| **Gross Revenue** | 4,090,508 | 4,075,354 | 15,153 | 44,390,301 | 44,828,896 | (438,595) |
| Water Plant 1 | 462,945 | 518,116 | 55,171 | 4,948,431 | 5,699,271 | 750,840 |
| Water Plant 2 | 125,685 | 232,409 | 106,724 | 1,327,245 | 2,556,500 | 1,229,255 |
| Water Transmission | 728,480 | 865,787 | 137,306 | 8,693,501 | 9,523,655 | 830,155 |
| Water Administration | 52,350 | 59,904 | 7,554 | 580,961 | 658,949 | 77,988 |
| Customer Service | 573,627 | 513,140 | (60,487) | 5,411,202 | 5,644,540 | 233,338 |
| Accounting | 100,642 | 90,353 | (10,289) | 976,399 | 993,884 | 17,484 |
| Engineering | 160,656 | 154,427 | (6,230) | 1,648,897 | 1,698,695 | 49,798 |
| Admin & General | 197,099 | 244,726 | 47,627 | 1,531,085 | 2,691,986 | 1,160,901 |
| Other Expenses | 30,942 | 27,625 | (3,317) | 268,384 | 303,875 | 35,491 |
| Depreciation | 676,251 | 754,167 | 77,916 | 7,892,620 | 8,295,833 | 403,214 |
| **Total Operating Expenses** | 3,108,677 | 3,460,653 | 351,976 | 33,278,724 | 38,067,188 | 4,788,463 |
| **Income from Operations** | 981,831 | 614,701 | 367,130 | 11,111,577 | 6,761,708 | 4,349,869 |
| Interest Income | 194,146 | 279,167 | (85,020) | 2,691,141 | 3,070,833 | (379,693) |
| Other Income (Expense) | 377 | 1,250 | (873) | (1,638,423) | 13,750 | (1,652,173) |
| Interest Expense | (731,071) | (749,087) | 18,016 | (8,177,188) | (8,239,957) | 62,769 |
| Debt Amortization Income | 243,277 | 243,277 | (0) | 2,676,044 | 2,676,045 | (1) |
| PILOT | (66,689) | (66,689) | (0) | (1,923,177) | (1,923,177) | 0 |
| **Total Other Income (Expense)** | (359,961) | (292,083) | (67,878) | (6,371,603) | (4,402,506) | (1,969,098) |
| **Total Income / (Loss)** | 621,870 | 322,618 | 299,252 | 4,739,974 | 2,359,203 | 2,380,771 |
| **Capital Spend** | 2,518,997 | 5,250,000 | 2,731,003 | 33,977,840 | 57,750,000 | 23,772,160 |
| **Contributed Capital - Cash** | - | - | - | - | - | - |
| **Contributed Capital - Non-Cash** | - | 1,000,000 | (1,000,000) | 5,883,720 | 11,000,000 | (5,116,280) |

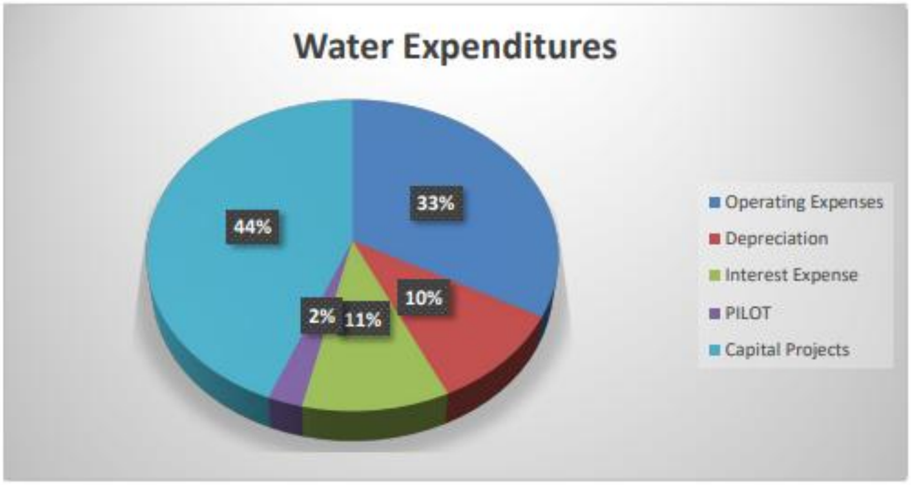
## CGW Wastewater Department
## May, 2026

| | Month | | | Year to Date | | |
|---|---|---|---|---|---|---|
| | Actual | Budget | Fav/(Unfav) | Actual | Budget | Fav/(Unfav) |
| Sales to Customers | 4,162,817 | 4,280,000 | (117,183) | 46,452,725 | 47,080,000 | (627,275) |
| Penalties | 55,781 | 66,667 | (10,885) | 650,836 | 733,333 | (82,497) |
| Other Income | 290,200 | 290,000 | 200 | 3,108,124 | 3,190,000 | (81,876) |
| **Gross Revenue** | 4,508,799 | 4,636,667 | (127,868) | 50,211,685 | 51,003,333 | (791,648) |
| | | | | | | |
| Wastewater Plant | 627,462 | 616,677 | (10,784) | 7,046,718 | 6,783,450 | (263,268) |
| Wastewater Collection | 855,827 | 835,454 | (20,373) | 9,359,168 | 9,189,992 | (169,176) |
| Wastewater Administration | 90,052 | 106,160 | 16,108 | 901,149 | 1,167,756 | 266,608 |
| Customer Service | 243,894 | 245,767 | 1,873 | 2,526,414 | 2,703,432 | 177,018 |
| Accounting | 85,979 | 90,283 | 4,304 | 1,040,258 | 993,109 | (47,149) |
| Engineering | 171,100 | 191,024 | 19,925 | 1,959,241 | 2,101,268 | 142,027 |
| Admin & General | 135,829 | 152,302 | 16,473 | 1,194,543 | 1,675,325 | 480,782 |
| Other Expenses | 29,805 | 26,875 | (2,930) | 257,971 | 295,625 | 37,654 |
| Depreciation | 1,090,283 | 1,137,500 | 47,217 | 11,987,023 | 12,512,500 | 525,477 |
| **Total Operating Expenses** | 3,330,229 | 3,402,042 | 71,813 | 36,272,483 | 37,422,457 | 1,149,973 |
| | | | | | | |
| **Income from Operations** | 1,178,570 | 1,234,625 | (56,055) | 13,939,202 | 13,580,877 | 358,325 |
| | | | | | | |
| Interest Income | 51,462 | 200,000 | (148,538) | 1,583,365 | 2,200,000 | (616,635) |
| Other Income (Expense) | 267 | 129,117 | (128,850) | 262,547 | 1,420,284 | (1,157,737) |
| Interest Expense | (391,083) | (419,877) | 28,794 | (4,451,525) | (4,618,648) | 167,123 |
| Debt Amortization Income | 112,984 | 112,984 | 0 | 1,242,824 | 1,242,823 | 1 |
| PILOT | (74,988) | (74,988) | - | (2,162,504) | (2,162,504) | - |
| **Total Other Income (Expense)** | (301,358) | (52,765) | (248,594) | (3,525,293) | (1,918,045) | (1,607,248) |
| | | | | | | |
| **Total Income / (Loss)** | 877,211 | 1,181,860 | (304,649) | 10,413,909 | 11,662,832 | (1,248,923) |
| | | | | | | |
| **Capital Spend** | 2,060,067 | 3,832,000 | 1,771,933 | 28,404,193 | 42,152,000 | 13,747,807 |
| **Contributed Capital - Cash** | - | - | - | - | - | - |
| **Contributed Capital - Non-Cash** | - | 1,000,000 | (1,000,000) | 7,391,093 | 11,000,000 | (3,608,907) |

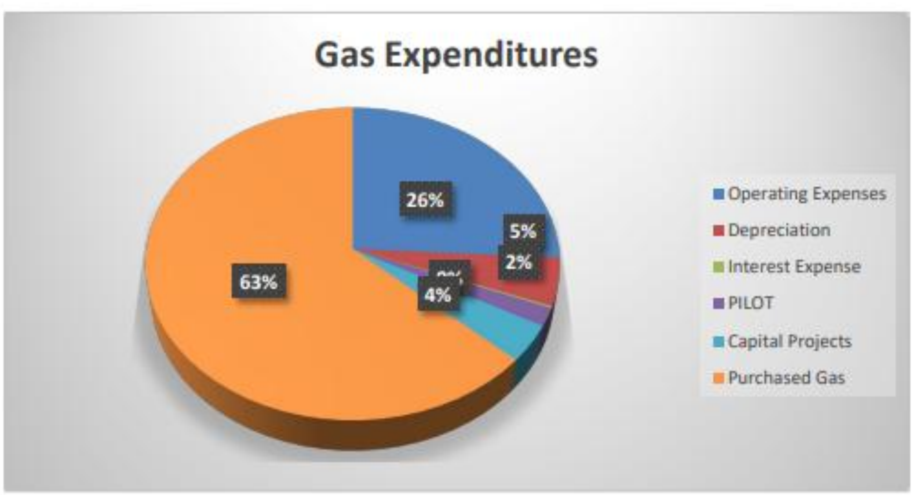
## CGW Gas Department
## May, 2026

| | Month Actual | Month Budget | Month Fav/(Unfav) | Year to Date Actual | Year to Date Budget | Year to Date Fav/(Unfav) |
|---|---|---|---|---|---|---|
| Sales to Customers | 2,043,746 | 2,255,550 | (211,804) | 38,643,085 | 38,754,449 | (111,364) |
| Penalties | 10,920 | 19,375 | (8,455) | 217,608 | 213,125 | 4,483 |
| Other Income | 313,991 | 177,979 | 136,011 | 2,044,980 | 1,957,771 | 87,209 |
| **Gross Revenue** | 2,368,657 | 2,452,904 | (84,247) | 40,905,673 | 40,925,345 | (19,672) |
| Cost of Gas | 1,283,404 | 1,300,000 | 16,596 | 24,651,899 | 24,765,000 | 113,101 |
| Gas Distribution | 257,242 | 303,344 | 46,102 | 3,074,963 | 3,336,784 | 261,821 |
| Gas Administration | 153,583 | 163,434 | 9,851 | 1,683,009 | 1,797,775 | 114,765 |
| Ft. Campbell Operations | 72,812 | 65,429 | (7,384) | 634,307 | 719,716 | 85,409 |
| Customer Service | 141,114 | 152,170 | 11,056 | 1,709,084 | 1,673,867 | (35,217) |
| Accounting | 82,710 | 80,122 | (2,588) | 874,925 | 881,344 | 6,419 |
| Engineering | 63,440 | 69,073 | 5,633 | 724,179 | 759,806 | 35,627 |
| Admin & General | 135,587 | 151,176 | 15,589 | 1,192,862 | 1,662,934 | 470,072 |
| Other Expenses | 23,123 | 19,600 | (3,523) | 197,573 | 215,600 | 18,027 |
| Depreciation | 175,513 | 173,750 | (1,763) | 1,928,010 | 1,911,250 | (16,760) |
| **Total Operating Expenses** | 2,388,530 | 2,478,098 | 89,568 | 36,670,813 | 37,724,076 | 1,053,263 |
| **Income(Loss) from Operations** | (19,873) | (25,194) | 5,321 | 4,234,861 | 3,201,269 | 1,033,592 |
| Interest Income | 98,833 | 84,175 | 14,658 | 1,098,012 | 925,925 | 172,087 |
| Other Income (Expense) | 14,418 | 500 | 13,918 | 54,838 | 5,500 | 49,338 |
| Interest Expense | (5,957) | (6,388) | 431 | (71,134) | (70,271) | (863) |
| Debt Amortization Income | 3,704 | 3,705 | - | 40,749 | 40,750 | (1) |
| PILOT | (52,019) | (52,019) | - | (731,277) | (731,277) | - |
| **Total Other Income (Expense)** | 58,979 | 29,972 | 29,006 | 391,188 | 170,626 | 220,561 |
| **Total Income / (Loss)** | 39,106 | 4,779 | 34,327 | 4,626,048 | 3,371,895 | 1,254,153 |
| **Capital Spend** | 109,664 | 1,216,000 | 1,106,336 | 1,493,664 | 13,376,000 | 11,882,336 |
| **Contributed Capital - Cash** | 62,112 | 20,833 | 41,279 | 167,609 | 229,167 | (61,558) |
| **Contributed Capital - Non-Cash** | - | 2,500 | (2,500) | - | 27,500 | (27,500) |

# Clarksville Gas & Water FY2026







## FY 2026 Debt Coverage

**May, 2026**

| | | |
|---|---|---|
| Fiscal Period | | 11 |
| | | **Actual** |
| System Gross Revenue | $ | 135,507,660 |
| System Operating Expenses | | 106,222,020 |
| | | 29,285,639 |
| Add: Depreciation Expense | | 21,807,653 |
| Other Revenue (Expense) | | 4,051,480 |
| Net Revenues | **$** | **55,144,772** |
| **Debt Coverage Ratio** | | **2.18** |
| **Debt Coverage Ratio Goal** | | **1.70** |
| *FY 2025 Coverage Ratio* | | *2.44* |
| *FY 2024 Coverage Ratio* | | *3.45* |

***>2.00 = Aaa rating***

***1.70-2.00 = Aa rating***

## Debt to Operating Revenue Ratio

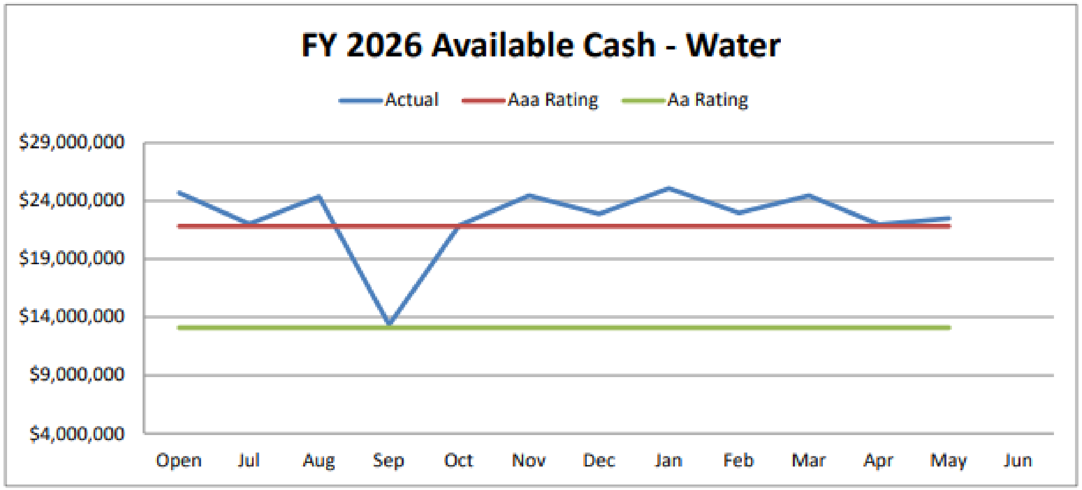
May, 2026

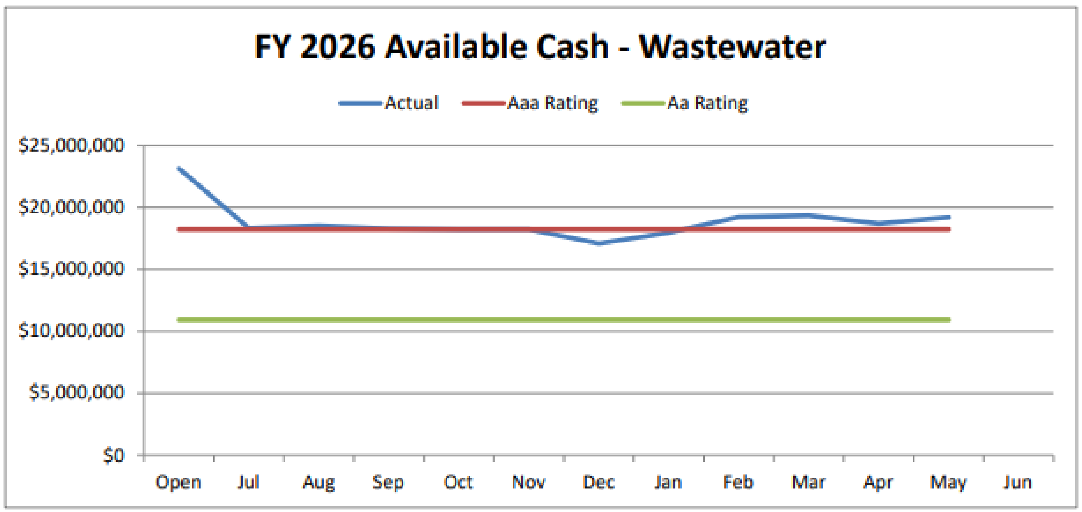
| | | |
|---|---|---|
| ***FY 2026 Budget*** | | |
| *Total Debt* | *$* | *336,096,153* |
| *Operating Revenue* | $ | 143,980,000 |
| **Debt/Operating Revenue** | | **2.33** |
| ***FY 2025 Actual*** | | |
| *Total Debt* | *$* | *352,050,804* |
| *Operating Revenue* | $ | 135,062,708 |
| **Debt/Operating Revenue** | | **2.61** |
| ***FY 2024 Actual*** | | |
| *Total Debt* | *$* | *367,367,377* |
| *Operating Revenue* | $ | 119,833,038 |
| **Debt/Operating Revenue** | | **3.07** |
| ***FY 2023 Actual*** | | |
| *Total Debt* | *$* | *348,379,888* |
| *Operating Revenue* | $ | 125,440,558 |
| **Debt/Operating Revenue** | | **2.78** |

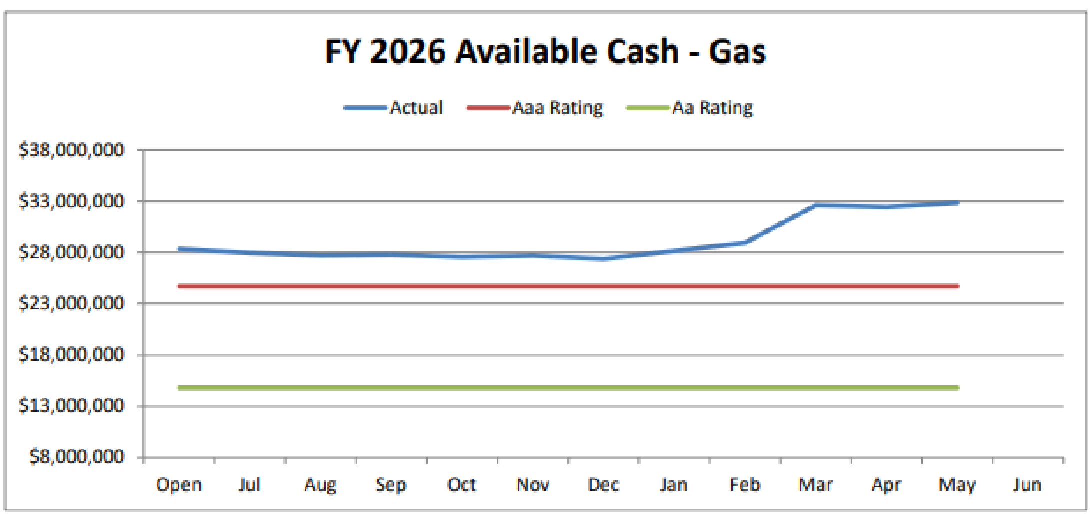
**<2.00 = Aaa**

**2.00 - 4.00 = Aa**

## Clarksville Gas & Water FY 2026



## Monthly Activity Summary

## May 2026

- Gas System distributed 481,629,000 cubic feet and averaged 15,536,000 cubic feet per day. That represents approximately 23.5 percent of the system's capacity

- Water plant pumped 683.4 million gallons of treated water into the system and averaged 22 million gallons per day. This represents approximately 78.6 percent of the plant's capacity.

- Wastewater Plant treated 432.1 million gallons of sewage and averaged 13.5 million gallons per day. That represents approximately 54 percent of the plant's capacity.

- The call center handled 9,599 calls and averaged 436 calls per day. Each call lasted an average of 4 minutes and 55 seconds.

- The service department completed 5,203 work orders and responded to 296 after hour calls.

- In the month of May, 591 accounts were flagged for high usage by the meter readers.

- Gas division installed 38 new services, and totaled 2,180 feet of pipe, 4 mains totaling 1,817 feet of pipe, and responded to 50 odor complaints.

- Water division repaired 54 water leaks, totaling 691 feet of pipe, flushed 234 hydrants, and tested 887 backflow devices.

- Sewer division made 5 point repairs totaling 49 feet of pipe, cleaned 24,124 feet of pipe.

- Engineering approved 7 utility plans this month and currently had 31 ongoing projects.

- Billing Department read 116,830 meters with an accuracy rate of 99.91 percent and sent a total of 99,562 bills and 13,992 notices

Meter Reading & Service Department

Monthly/Yearly Report May 2026

## Meter Reading

### Meters Read

| Month | Year | Gas | Water | Total | Accuracy Rate |
|---|---|---|---|---|---|
| May | 2026 | 30,791 | 86,039 | 116,830 | 99.91% |
| April | 2026 | 31,215 | 86,079 | 117,294 | 99.90% |
| March | 2026 | 30,750 | 85,735 | 116,485 | 99.94% |
| February | 2026 | 30,734 | 85,624 | 116,358 | 99.93% |
| January | 2026 | 30,707 | 85,498 | 116,205 | 99.88% |
| December | 2025 | 30,368 | 85,390 | 116,078 | 99.89% |
| November | 2025 | 30,633 | 85,243 | 115,906 | 99.92% |
| October | 2025 | 30,639 | 85,110 | 115,749 | 99.93% |
| September | 2025 | 30,631 | 84,909 | 115,540 | 99.88% |
| August | 2025 | 30,606 | 84,735 | 115,341 | 99.91% |
| July | 2025 | 30,587 | 84,561 | 115,148 | 99.92% |
| June | 2025 | 30,518 | 84,407 | 114,928 | 99.94% |
| 12 Month Total | | 368,082 | 1,023,176 | 1,391,258 | **99.92%** |

| Month | Year | Service Orders | After Hours Calls |
|---|---|---|---|
| May | 2026 | 5,203 | 296 |
| April | 2026 | 5327 | 281 |
| March | 2026 | 5,762 | 312 |
| February | 2026 | 4,634 | 341 |
| January | 2026 | 4,481 | 350 |
| December | 2025 | 5,638 | 426 |
| November | 2025 | 4,249 | 302 |
| October | 2025 | 5,977 | 347 |
| September | 2025 | 5,039 | 300 |
| August | 2025 | 5,617 | 323 |
| July | 2025 | 5,913 | 323 |
| June | 2025 | 5,347 | 283 |
| **12 Month Total** | | 63,187 | 3884 |

| | | | |
|---|---|---|---|
| | | | |