



## **AGENDA**

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

**Monday, February 1, 2021, 4:30 p.m.  
City Hall, 225 W. Center St., Council Room**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

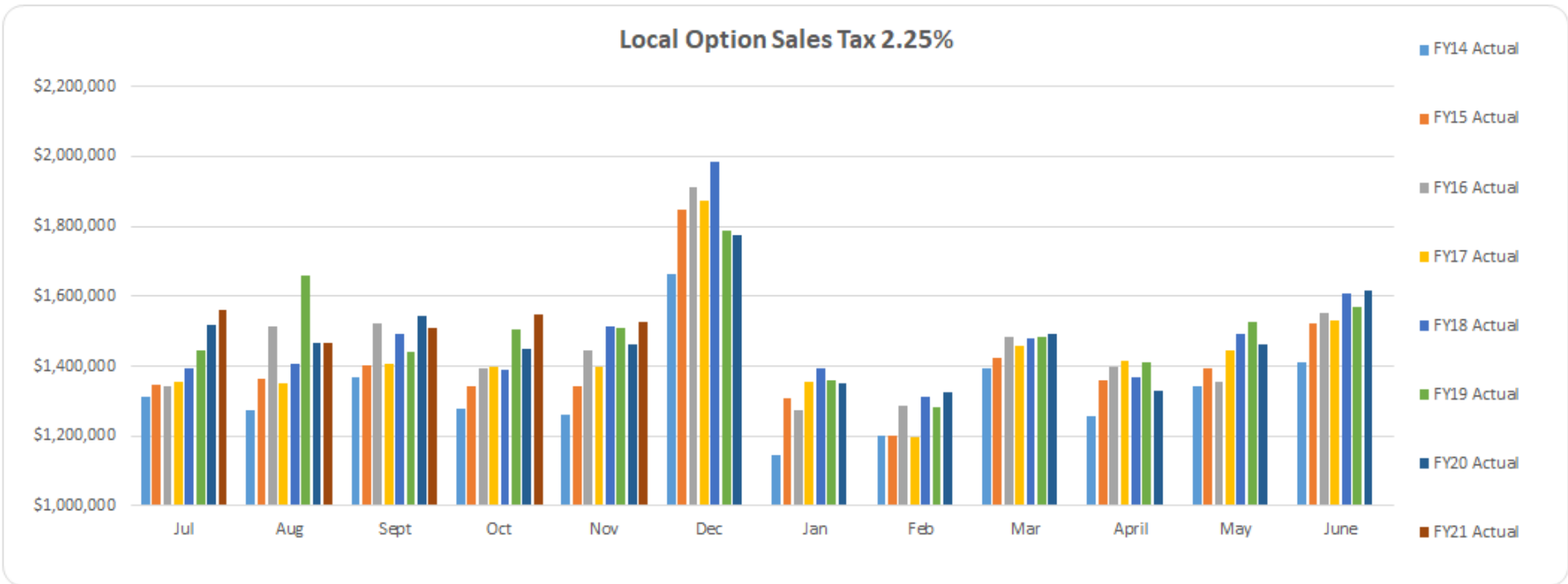
Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant to City Manager  
Lisa Winkle, Interim CFO/City Recorder  
Dale Phipps, Interim Police Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

1. Call to Order
2. Roll Call
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.
4. Visit Kingsport & Downtown Kingsport Association Update – Jud Teague & Robin Cleary
5. Review of Items on February 2, 2021 Business Meeting Agenda
6. Adjourn

**Next Work Session Feb. 15**

## Local Option Sales Tax 2.25% November 2020

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY21 Budget	Over/Under FY21 Budget	% Over/Under FY21 Budget	Over/Under FY20 Actual	% Over/Under FY20 Actual
<b>Jul</b>	\$1,312,286.16	\$1,346,896.00	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,356,500.00	\$203,532.54	15.00%	\$42,323	2.79%
<b>Aug</b>	\$1,271,614.00	\$1,365,262.00	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,369,800.00	\$96,334.09	7.03%	(\$111)	-0.01%
<b>Sept</b>	\$1,369,878.23	\$1,401,016.99	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,330,000.00	\$178,122.79	13.39%	(\$36,339)	-2.35%
<b>Oct</b>	\$1,278,026.87	\$1,342,308.00	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,330,100.00	\$216,457.57	16.27%	\$99,491	6.88%
<b>Nov</b>	\$1,261,962.95	\$1,340,457.40	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,397,600.00	\$126,885.85	9.08%	\$61,988	4.24%
<b>Dec</b>	\$1,661,378.00	\$1,845,794.00	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00		\$1,734,000.00				
<b>Jan</b>	\$1,143,684.96	\$1,309,305.00	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00		\$1,272,000.00				
<b>Feb</b>	\$1,198,992.51	\$1,201,182.00	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00		\$1,188,000.00				
<b>Mar</b>	\$1,392,759.00	\$1,424,090.00	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00		\$1,372,000.00				
<b>April</b>	\$1,255,243.39	\$1,357,635.00	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66		\$1,314,500.00				
<b>May</b>	\$1,343,786.00	\$1,393,582.00	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68		\$1,382,400.00				
<b>June</b>	\$1,411,977.00	\$1,520,599.00	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,453,100.00				
<b>Total</b>	<b>\$15,901,589.07</b>	<b>\$16,848,127.39</b>	<b>\$17,474,902.41</b>	<b>\$17,177,048.93</b>	<b>\$17,834,085.40</b>	<b>\$17,982,773.35</b>	<b>\$17,784,091.34</b>	<b>\$7,605,332.84</b>	<b>\$16,500,000.00</b>	<b>\$821,332.84</b>	<b>12.16%</b>	<b>\$167,351</b>	<b>2.31%</b>



# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	Appraisals for 11 of 12 properties affected were received 9/4/2020.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	5/5/2021	Electrical room - conduit installed, control equipment on site; Generator on site, load bank test set for week of 1/18/21; FM - flushing and testing in next two weeks.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working on NEPA document.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA documents submitted to TDOT on 7/6/2020.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	<b>City Hall Relocation - Phase 2</b>	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	2/28/2021	Interior storefront metal framing installation has started. Floor finishes for second floor underway and nearing completion
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor installing waterline on Roller Street.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	NEPA document has been submitted to TDOT and going thru their review process.
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Contractor finishing punch list items on the project.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$670,291.15	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to nearPinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.
\$461,607.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	5/28/2021	Current work is focused on the area in front of Rainbow Motors.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

# Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Contractor finishing punch list items on the project.
\$2,225,522.00	Ryan McReynolds	<b>City Hall Relocation - Phase 2</b>	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	2/28/2021	Interior storefront metal framing installation has started. Floor finishes for second floor underway and nearing completion
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	5/5/2021	Electrical room - conduit installed, control equipment on site; Generator on site, load bank test set for week of 1/18/21; FM - flushing and testing in next two weeks.
\$461,607.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	5/28/2021	Current work is focused on the area in front of Rainbow Motors.
\$670,291.15	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to near Pinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	Appraisals for 11 of 12 properties affected were received 9/4/2020.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor installing waterline on Roller Street.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA documents submitted to TDOT on 7/6/2020.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp;MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working on NEPA document.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	NEPA document has been submitted to TDOT and going thru their review process.



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, February 2, 2021, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Interim CFO/City Recorder  
George DeCroes, Human Resources Director  
Adrienne Batara, Public Relations Director  
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant to City Manager  
Dale Phipps, Interim Police Chief  
Scott Boyd, Fire Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

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

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

#### **II.B. INVOCATION – Pastor Richard Dice, Christ Church**

#### **III.A. ROLL CALL**

**III.B.** A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

1. Recognition of Citizens, Jon Hamblin and Ray Watson (Mayor Shull)

#### **IV.B. APPOINTMENTS**

1. Appointment to the Kingsport Economic Development Board (AF: 44-2021) (Mayor Shull)
  - Appointment
2. Appointment Gateway Review Commission (AF: 45-2021) (Mayor Shull)
  - Appointment

#### **V. APPROVAL OF MINUTES**

1. Work Session – January 19, 2021
2. Business Meeting – January 19, 2021

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

None

#### **COMMENT**

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

##### **B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 46-2021) (Chris McCartt)
  - Ordinance – First Reading

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

1. Amend Zoning of 3301 E Stone Drive from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) (AF: 05-2021) (Ken Weems)
  - Ordinance – Second Reading and Final Adoption
2. Amend Zoning of 354 Shadowtown Road from TA/C (Tourist Accommodation/Commerce District) to B-3 (Highway Oriented Business District) (AF: 06-2021) (Ken Weems)
  - Ordinance – Second Reading and Final Adoption
3. Apply for and Accept a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 14-2021) (Chris Campbell)
  - Ordinance – Second Reading and Final Adoption
4. Amendment One to the 2020 Annual Action Plan for the Community Development Block Grant Program (AF: 07-2021) (Jessica McMurray)
  - Ordinance – Second Reading and Final Adoption



5. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 38-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption

**D. OTHER BUSINESS**

1. Awarding the Bid for the Purchase of Two (2) High Top Passenger Vans (AF: 41-2021) (Chris McCartt, Steve Hightower)
  - Resolution
2. Awarding the Bid for the Purchase of Various Fleet Maintenance Items (AF: 42-2021) (Chris McCartt, Ryan McReynolds)
  - Resolution
3. Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS) (AF: 24-2021) (Scott Boyd)
  - Resolution
4. Amend Agreement with Barge Design Solutions, Inc. for Stormwater Mapping and Associated Asset Management – Phase II (AF: 35-2021) (Ryan McReynolds)
  - Resolution
5. Awarding the Bid for the Construction of a Fire Training Facility Classroom (AF: 47-2021) (Scott Boyd)
  - Resolution
6. Amend Agreement with Barge Design Solutions, Inc. for Main Street Redevelopment (AF: 49-2021) (Ryan McReynolds)
  - Resolution

Revised Resolution 2/2/21

Revised Resolution 2/2/21

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

**VII. CONSENT AGENDA**

1. TBI Management Control Agreement between City Police Department and IT Department (AF: 43-2021) (Dale Phipps)
  - Resolution
2. Amend Professional Services Agreement with Hazen and Sawyer for the West Kingsport Pump Station and Force Main Project (AF: 21-2021) (Ryan McReynolds)
  - Resolution
3. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 48-2021) (Angie Marshall)
  - Resolution

4. Execute an Amendment to the Agreement with BlueCross BlueShield of Tennessee, Inc. (AF: 31-2021) (George DeCroes)
  - Resolution

**VIII. COMMUNICATIONS**

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non- personal in nature, and they should be limited to five minutes.

**IX. ADJOURN**



**AGENDA ACTION FORM**

**Appointment to the Kingsport Economic Development Board**

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

Action Form No.: AF-44-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

**Recommendation:**  
 Approve appointment.

**Executive Summary:**

It is recommended to appoint Dennis Phillips to fulfill an unexpired term on the Kingsport Economic Development Board replacing the late Marty Barfield. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are six years with no term limits. The board is comprised of (9) at-large members who are duly qualified electors of, and taxpayers in the City of Kingsport.

<b>Current Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/26	4	At-large
Marty Barfield	1/1/26	1	At-large
Larry Estepp	1/1/26	2	At-large
CeeGee McCord	1/1/22	2	At-large
Craig Denison	1/1/22	1	At-large
Bill Dudney	1/1/22	2	At-large
Julie Bennett	1/1/24	3	At-large
Thomas Kennedy	1/1/24		At-large
Steve LaHair	1/1/24	1	At-large

<b>Recommended Board:</b>			
Member	Term Expires	No. of Terms	Eligibility
Robert Feathers	1/1/26	4	At-large
Dennis Phillips	1/1/26	Fulfill unexpired term	At-large
Larry Estepp	1/1/26	2	At-large
CeeGee McCord	1/1/22	2	At-large
Craig Denison	1/1/22	1	At-large
Bill Dudney	1/1/22	2	At-large
Julie Bennett	1/1/24	3	At-large
Thomas Kennedy	1/1/24		At-large
Steve LaHair	1/1/24	1	At-large

**Attachments:**  
 1. Dennis Phillips Bio

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



Biography  
DENNIS R. PHILLIPS

2121 Pendragon Road  
Kingsport, TN 37660

Dennis R. Phillips was born in Burnsville, North Carolina and has served his country by serving in the U.S. Air Force from 1963 through 1967. Dennis Phillips attended the Graduate School of Banking at the University of Wisconsin and Memphis State University.

Dennis moved to Kingsport in 1967 and joined Western and Southern Life Insurance in 1967 and joined Kingsport National Bank in 1968. He became a loan officer for the Bank of Tennessee in 1974 and later became Vice-President, President and C.E.O. of the Bank of Tennessee. In 1987 he was appointed Commissioner of Banking for the State of Tennessee.

In 1990 he started Chef's Pizzeria; in 1992 he started Express Signs and DRP Rentals. These small businesses started from an idea and are now thriving downtown businesses.

Dennis and his wife, Bobbie Hayes Phillips have one son, James, who serves as Alderman for the City of Kingsport.

Dennis was elected Mayor of Kingsport and served for five consecutive terms from 2005 to 2015.



**AGENDA ACTION FORM**

**Appointment to the Gateway Review Commission**

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

Action Form No.: AF-45-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Elizabeth Rowe  
 Presentation By: Mayor Shull

**Recommendation:**  
 Approve appointment.

**Executive Summary:**

It is recommended to appoint Terry Cox to fulfill an unexpired term on Gateway Review Commission replacing Jim Wright. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The commission is comprised of (7) members – BMA Rep., Director of Planning, Private Business Rep., Educational Rep., Architect and (2) at-large residents of Kingsport).

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Jim Wright	2/28/21	5	Architect
Vivian Crymble	2/28/21	5	At-large
Josh Davis	6/30/22	1	Educ. Institute
Alderman Cooper	Term of Ofc.	N/A	BMA Rep.
Debra Bridwell	6/30/22	3	Private Business

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
John Perdue	3/31/24	2	At-large
Terry Cox	2/28/21	Fulfill unexpired term	Architect
Vivian Crymble	2/28/21	5	At-large
Josh Davis	6/30/22	1	Educ. Institute
Alderman Cooper	Term of Ofc.	N/A	BMA Rep.
Debra Bridwell	6/30/22	3	Private Business

**Attachments:**  
 1. Terry Cox Bio

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

Terry L Cox

(423) 732-2940  
ttcntlc@outlook.com

Architectural Licenses:

State of Tennessee	100034
Commonwealth of Virginia	0401015953

Education:

University of Tennessee, Knoxville, Bachelor of Architecture	1983
University of Tennessee, Chattanooga, Bachelor of Science	1979
Dobyns-Bennett High School, Kingsport, Tennessee, Graduate	1974

Experience:

Cox Concepts, Principal Architect	2015-present
BurWil Construction, Architect	2012-2015
Barge, Waggoner, Sumner & Cannon, Designer/Architect	1988-2011
Arthur Rutenberg Homes, Designer	1985-1988
Florida Concepts, Designer	1983-1985

Born in Kingsport, Tennessee 5/26/1956 to parents Fred and Betty Cox. Attended Kingsport City Schools and University of Tennessee. Started professional career in Clearwater, Florida in 1983, moved back to Kingsport in 1988. Married to Terri Taylor Cox, director of Holloway Dance School.

Local projects of interest include Kingsport Renaissance Center (renovation), Erwin City Hall, Erwin Library (historic renovation of existing train station), Unicoi County Memorial Hospital (addition of ER, Pulmonary and Surgery Suites), Tri-Cities Regional Airport (various additions and renovations), Freedom Hall (renovation) and Kingsport YMCA (addition/renovation).

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, January 19, 2021, 4:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Vice-Mayor Colette George

Alderman Jennifer Adler (via zoom)

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

Ryan McReynolds, Deputy City Manager

Michael Borders, Assistant City Manager

J. Michael Billingsley, City Attorney

Lisa Winkle, City Treasurer/ Deputy City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

Dale Phipps, Interim Chief of Police

Scott Boyd, Fire Chief (via zoom)

John Morris, Budget Officer

Ken Weems, Planning Manager

George DeCroes, Human Resources Manager (via zoom)

Jessica Harmon, Assistant to City Manager

Kitty Frazier, Parks and Recreation Manager

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.

**Mayor Shull made this declaration and each alderman verbally affirmed.**

4. **PARKS AND RECREATION MASTER PLAN FINAL REPORT.** Kitty Frazier presented this item, introducing Kevin Guenther from Ragan-Smith, who provided a detailed breakdown of the new plan and answered questions from the board. Pete Lodal was also present from the committee responsible for this plan and stated they agree with the concept of this plan, noting it will probably change over time. Mr. McCartt pointed out this was the first time the city has done a plan for Parks and Recreation and staff does recognize it will ebb and flow.

5. **REVIEW OF AGENDA ITEMS ON THE JANUARY 19, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**NOTE: Item VI.D.13 was presented first to allow the auditors to leave once completed.**

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Tuesday, January 19, 2021**

**VI.D.13 Accept FY20 Comprehensive Annual Financial Report (CAFR)** (AF: 36-2021). City Treasurer Winkle presented this item to the board and answered questions, noting this report was uploaded to the state yesterday.. She highlighted several pages of interest noting there was a pdf of the report on the website. David Elkans with Brown Edwards provided further details, stating it was a clean report with no material weaknesses or significant deficiencies. He stated the city received a certificate of achievement for excellence for 20 years in a row now. He thanks Lisa and the finance team for accommodating their requests during the process. City Manager McCartt although thanked the Audit committee and offered his appreciation to Lisa as well.

**VII.6 Execute Certain Subordination Agreements** (AF: 25-2021). Mr. McCartt confirmed for Vice-Mayor George these would still show up on a title search of the property. He stated this would simply allow for these agreements to be handled administratively.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:45 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

PATRICK W. SHULL  
Mayor



Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, January 19, 2021, 7:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
Jessica Harmon, Assistant to the City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Deputy City Recorder/Treasurer  
Angie Marshall, City Clerk/Deputy City Recorder  
Dale Phipps, Interim Police Chief  
John Morris, Budget Director  
Ken Weems, Planning Manager

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Michael Borders, Assistant City Manager.
- II.B. **INVOCATION:** Alderman Adler.
- III.A. **ROLL CALL:** By Deputy City Recorder Winkle. All Present.
- III.B. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**
- IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
  1. **Appointment to the Emergency Communications District/E-911 Board** (AF: 22-2021) (Mayor Shull).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Motion/Second: George/Duncan, to approve:

APPOINTMENT OF CRAIG DYE TO SERVE A FOUR-YEAR TERM ON THE **EMERGENCY COMMUNICATIONS DISTRICT/E-911 BOARD** REPLACING EDDIE WAMPLER WHO HAS RESIGNED. THIS APPOINTMENT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON DECEMBER 31, 2024.

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**V. APPROVAL OF MINUTES.**

Motion/Second: Phillips/Cooper, to approve minutes for the following meetings:

- A. December 14, 2021 Regular Work Session
- B. December 15, 2021 Regular Business Meeting
- C. January 6, 2021 Called Business Meeting

Approved in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.**

**1. Amend Zoning of 3301 East Stone Drive from M-1R (Light Manufacturing) to B-3 (Highway Oriented Business District) (AF: 05-2021).** (Ken Weems).

**PUBLIC COMMENT ON ITEM VI.A.1.** None. Ken Weems explained that although this meeting isn’t open to the public, it was advertised that public comments or concerns could be submitted beforehand. He stated none were received.

Motion/Second: George/Olterman, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG E STONE DRIVE FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 10<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**2. Amend Zoning of 354 Shadowtown Road from T/A/C (Tourist Accommodation/Commerce District) to B-3 (Highway Oriented Business District) (AF: 06-2021).** (Ken Weems).

**PUBLIC COMMENT ON ITEM VI.A.2.** None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Motion/Second: Duncan/Adler, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SHADOWTOWN ROAD FROM TA/C, TOURIST ACCOMMODATION/ COMMERCE DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**PUBLIC COMMENT.** Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Apply and Accept a Coronavirus Aid, Relief and Economic Stimulus (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 14-2021) (Chris Campbell).**

Motion/Second: George/Cooper, to pass:

**Resolution No. 2021-116**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CORONAVIRUS AID, RELIEF AND ECONOMIC STIMULUS ACT GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION GRANT AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT AREA TRANSIT SERVICE

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**2. Amendment One to the 2020 Annual Action Plan for the Community Development Block Grant Program (AF: 07-2021) (Jessica McMurray).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2021-117**, A RESOLUTION APPROVING AMENDMENT ONE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**3. Budget Adjustment for Various Funds in FY21 (AF: 38-2021)**

(Chris McCartt).

Motion/Second: Cooper/George, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Amend Zoning of a Portion of the Brickyard Area from M-2 (General Manufacturing District) to PD (Planned Development District) (AF: 306-2020) (Ken Weems).**

Motion/Second: Olterman/Duncan, to pass:

**ORDINANCE NO. 6908**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM M-2, GENERAL MANUFACTURING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**2. Enter into a Maintenance Agreement with The Integrity Building Group, LLC Related to the Miller Parke Phase 1 Development and an Ordinance to Appropriate the Funds (AF: 295-2020) (Ryan McReynolds).**

Motion/Second: Phillips/George, to pass:

**ORDINANCE NO. 6909**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE MILLER PARKE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2151 AND SW2151); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

**3. Enter into an Agreement with TDOT for the Brickyard Park Bicycle-Pedestrian Bridge (AF: 314-2020) (Ryan McReynolds).**

Motion/Second: Olterman/Adler, to pass:

**ORDINANCE NO. 6910**, AN ORDINANCE TO AMEND GENERAL PROJECTS FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**4. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 311-2020) (Chris McCartt).**

Motion/Second: George/Olterman, to pass:

**ORDINANCE NO. 6911**, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**D. OTHER BUSINESS.**

**1. Bid Award for the Purchase of One (1) Diesel Single Axle Dump Truck (AF: 01-2021) (Ryan McReynolds, Steve Hightower).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2021-118**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ONE DIESEL SINGLE AXLE DUMP TRUCK TO GOODPASTURE MOTOR COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**2. Bid Award for the Purchase of Two (2) Diesel Tandem Axle Dump Trucks (AF: 02-2021) (Ryan McReynolds, Steve Hightower).**

Motion/Second: Phillips/Adler, to pass:

**Resolution No. 2021-119**, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF TWO DIESEL TANDEM AXLE DUMP TRUCKS TO TRIAD FREIGHTLINER OF TENNESSEE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

**3. Award Purchase of Colonial View and New Hillcrest Spare Pumps to Blue Ridge Technical (AF: 04-2021) (Ryan McReynolds).**

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2021-120**, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF COLONIAL VIEW AND NEW HILLCREST SPARE PUMPS TO BLUE RIDGE TECHNICAL AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**4. Enter into a Contractual Agreement, TDOT Project No: 825339-S3-005 and TDOT Project No: 825339-S3-004 with the Tennessee Department of Transportation for Reimbursement of Capital Expenses (AF: 17-2021) (Chris McCartt).**

Motion/Second: Cooper/George, to pass:

**Resolution No. 2021-121**, A RESOLUTION APPROVING TWO AGREEMENTS WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**5. Apply and Receive the Tennessee Department of Health Built Environment Grant (AF: 03-2021) (Chris McCartt).**

Motion/Second: Phillips/Adler, to pass:

**Resolution No. 2021-122**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HEALTHY BUILT ENVIRONMENT GRANT THROUGH THE TENNESSEE DEPARTMENT OF HEALTH FOR A NATURE-BASED PLAYGROUND

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**6. Accept a Contractual Agreement, TDOT Project No: 825339-S3-003 with the Tennessee Department of Transportation (AF: 16-2021) (Timothy Land).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2021-123**, A RESOLUTION APPROVING AMENDMENT ONE TO THE GRANT CONTRACT GG-18-58764 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. TN-2016-029; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**7. Ratify the Mayor’s Signature on Grant Application and Receive the Grant (AF: 13-2021) (Hannah Powell).**

Motion/Second: George/Adler, to pass:

**Resolution No. 2021-124**, A RESOLUTION TO RATIFY THE MAYOR’S SIGNATURE ON THE APPLICATION SUBMITTED FOR AN ANNUAL PARTNERSHIP SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION AND TO AUTHORIZE EXECUTION OF ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ANNUAL PARTNERSHIP SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**8. Ratify the Mayor’s Signature Authorizing Certification of Local Government Approval for Family Promise of Greater Kingsport’s 2020 Emergency Solutions Grant Application (AF: 12-2021) (Jessica McMurray).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2021-125**, A RESOLUTION TO RATIFY THE MAYOR’S SIGNATURE ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR FAMILY PROMISE AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**9. Approve a Memorandum of Understanding with Holston Valley Medical Center and Indian Path Community Hospital (AF: 20-2021) (Chris McCartt).**

Motion/Second: George/Olterman, to pass:

**Resolution No. 2021-126**, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH WELLMONT HEALTH SYSTEM DBA HOLSTON VALLEY MEDICAL CENTER AND MOUNTAIN STATES HEALTH ALLIANCE DBA INDIAN PATH COMMUNITY HOSPITAL AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUMS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**10. Agreement with Cintas for Rental Uniforms, Mats and Mops Utilizing Omnia Partners Cooperative (AF: 27-2021) (Chris McCartt, Ryan McReynolds).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Motion/Second: Duncan/Cooper, to pass:

**Resolution No. 2021-127**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS THROUGH THE OMNIA PARTNERS COOPERATIVE

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**11. Release of Demolition Lien on Property that is the Subject of an Insolvent Estate** (AF: 26-2021) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

**Resolution No. 2021-128**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF THE CITY'S LIEN PLACED AGAINST PROPERTY THAT IS THE SUBJECT OF THE PAUL HOWARD MCCRARY ESTATE WHICH IS INSOLVENT AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**12. Enter into Contractual Agreement and Sign Necessary Documents with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY21-21** (AF: 15-2021) (Chris Campbell).

Motion/Second: Adler/Olterman, to pass:

**Resolution No. 2021-129**, A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2020-2021; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**13. Accept FY20 Comprehensive Annual Financial Report (CAFR)** (AF: 36-2021) (Lisa Winkle).

Motion/Second: George/Duncan, to pass:

ACCEPT THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

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

Motion/Second: George/Phillips, to adopt:



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

**1. Enter into a Lease Agreement with Congresswoman Diana Harshbarger for Office Space at the Kingsport Center for Higher Education (AF: 10-2021) (Chris McCartt).**

Pass:

**Resolution No. 2021-130**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH U.S. HOUSE OF REPRESENTATIVES DISTRICT OFFICE SPACE FOR CONGRESSWOMAN DIANA HARSHBARGER AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**2. Ratify the Mayor's Signature for Public Housing Authority Plans Consistent with the Consolidated Plan (AF: 11-2021) (Jessica McMurray).**

Pass:

**Resolution No. 2021-131**, A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION BY STATE OR LOCAL OFFICIAL OF THE PUBLIC HOUSING AUTHORITY PLANS CONSISTENCY WITH THE CONSOLIDATED PLAN DOCUMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**3. Letter of Intent with Redflex, Inc. for Contract Amendment (AF: 23-2021) (Dale Phipps).**

Pass:

**Resolution No. 2021-132**, A RESOLUTION APPROVING A LETTER OF INTENT TO RENEW THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS, INC, AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

**4. Approve the Mayor's Signature on Renewal of Suzuki Talent Education of Appalachia, Inc. Lease (AF: 29-2021) (Hannah Powell).**

Pass:

**Resolution No. 2021-133**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH SUZUKI TALENT EDUCATION OF APPALACHIA, INC. FOR SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

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

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull  
voting “aye.”

**5. Approve the Mayor’s Signature on Renewal of Symphony of the  
Mountains Lease (AF: 28-2021) (Hannah Powell).**

Pass:

**Resolution No. 2021-134**, A RESOLUTION APPROVING A LEASE AGREEMENT WITH  
SYMPHONY OF THE MOUNTAINS FOR SPACE AT THE RENAISSANCE CENTER AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE  
AGREEMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull  
voting “aye.”

**6. Execute Certain Subordination Agreements (AF: 25-2021)  
(Chris McCartt).**

Pass:

**Resolution No. 2021-135**, A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE CERTAIN SUBORDINATION AGREEMENTS SUBJECT TO CERTAIN  
CONDITIONS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull  
voting “aye.”

**7. Kingsport Alliance for Housing Revitalization (KAHR) Program  
Policy and Procedures (AF: 08-2021) (Jessica McMurray).**

Pass:

**Resolution No. 2021-136**, A RESOLUTION APPROVING THE KINGSFORT  
ALLIANCE FOR HOUSING REVITALIZATION PROGRAM POLICY AND  
PROCEDURES

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull  
voting “aye.”

**8. Apply for and Receive American Dream Literacy Initiative Grant  
(AF: 33-2021) (Michael Borders).**

Pass:

**Resolution No. 2021-137**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN  
AMERICAN DREAM LITERACY INITIATIVE GRANT FROM DOLLAR GENERAL FOR  
THE KINGSFORT PUBLIC LIBRARY

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**9. Kingsport City Schools to Renew the Opt-In Agreement with Metro Nashville Public Schools Contract #2-225071-08 and Education Networks of America, Inc. (ENA) for Internet Access and Related Services for 5-Year Term (AF: 30-2021) (David Frye).**

Pass:

**Resolution No. 2021-138**, A RESOLUTION APPROVING THE RENEWAL OF AN OPT-IN AGREEMENT WITH METRO NASHVILLE PUBLIC SCHOOLS CONTRACT #2-225071-08 AND EDUCATION NETWORKS OF AMERICA, INC. FOR INTERNET ACCESS AND RELATED SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**10. Transfer Property Located at Revere Street and Market Street to the Industrial Development Board of Kingsport (AF: 34-2021) (John Rose).**

Pass:

**Resolution No. 2021-139**, A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS FORMER WARDS FEED STORE PROPERTY LOCATED ON THE CORNER OF WEST MARKET STREET AND RAVINE STREET TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**11. Apply for and Receive Tennessee Agriculture Enhancement Program Grant (AF: 37-2021) (Michael Borders, Kristie Leonard).**

Pass:

**Resolution No. 2021-140**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE AGRICULTURE ENHANCEMENT PROGRAM GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE FOR THE FARMERS MARKET

Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**12. Amend Lease Agreements with Two Not-For-Profit Entities Altering the Leased Premises (AF: 32-2021) (Chris McCartt).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**

Pass:

**Resolution No. 2021-141**, A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSFORT AND TWO NOT-FOR PROFIT ENTITIES CURRENTLY LEASING SPACE AT THE V.O. DOBBINS SENIOR CENTER ALTERING THE LEASED PREMISES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME  
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt thanked Alderman Adler for her prayer at the beginning of the meeting, noting the city has lost three employees in the last two weeks to COVID19 – Billy Evans, Jeff Hooven and Sid Cox, He asked everyone to keep these families in their prayers and to continue to do everything possible to prevent the spread of this disease.
  
- B. MAYOR AND BOARD MEMBERS.** Alderman Duncan commented on the recent police awards ceremony and congratulated the officers recognized. He also mentioned Food City is accepting donations for PETWORKS from February 3 to March 2. Alderman Adler stated her heart goes out to city staff during this time of loss. She also commented on the Parks and Recreation Master Plan that was presented at the work session. Lastly she stated Funfest was looking for volunteers for artwork. Alderman Phillips on losing city employees, noting he would miss Sid at these meetings. He also pointed out that although we enjoyed a white Christmas, remember the public works employees who have to work during those conditions. Alderman Cooper echoed sentiments regarding the loss of staff. She also pointed out yesterday was MLK Day and tomorrow is the presidential inauguration. Vice-Mayor George listed the many achievements of 2020, in spite of it being such a hard year. These included the Miracle Field, the homeless coalition, PETWORKS and a completed census. Mayor Shull recapped the agenda. He also noted the Governor’s order prohibiting gatherings of more than ten people had been lifted so the public will be able to attend the next board meeting
  
- C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:13 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

PATRICK W. SHULL  
Mayor

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, January 19, 2021**



**AGENDA ACTION FORM**

**Budget Adjustment Ordinance for Various Funds in FY21**

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

Action Form No.: AF-46-2021  
 Work Session: February 1, 2021  
 First Reading: February 2, 2021  
 Final Adoption: February 16, 2021  
 Staff Work By: Morris  
 Presentation By: McCartt

**Recommendation:**  
 Approve the Ordinance.

**Executive Summary:**  
 The General Projects-Special Revenue Fund budget is being amended by transferring \$10,000 from the General Projects project (GP2100) to the Enhanced Landscaping project (NC2107).

The Water Project Fund is being amended by appropriating \$387 in unappropriated FY13 Bond funds and to the Water Line Imp project (WA1801) and transferring \$387 from the Water Line Imp project (WA1801) to the Waterline Imp O&M project (WA2100). Close WA1801.

**Attachments:**  
 1. Ordinance

Funding source appropriate and funds are available: *gm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *mw*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be amended by transferring \$10,000 from the General Projects project (NC2100) to the Enhanced Landscaping project (NC2107).

SECTION II. That the Water Project Fund is being amended by appropriating \$387 in unappropriated FY13 Bond funds and to the Water Line Imp project (WA1801) and transferring \$387 from the Water Line Imp project (WA1801) to the Waterline Imp O&M project (WA2100). Close WA1801.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Projects-Special Revenue Fund: 111</u></b>			
<b><u>General Projects (NC2100)</u></b>			
<b><u>Revenues:</u></b>			
111-0000-391.01-00 From General Fund	\$ 99,175	\$ (10,000)	\$ 89,175
<b>Totals:</b>	<b>99,175</b>	<b>(10,000)</b>	<b>89,175</b>
<b><u>Expenditures:</u></b>			
111-0000-601.90-03 Improvements	\$ 99,175	\$ (10,000)	\$ 89,175
<b>Totals:</b>	<b>99,175</b>	<b>(10,000)</b>	<b>89,175</b>
<b><u>Enhanced Landscaping (NC2107)</u></b>			
<b><u>Revenues:</u></b>			
111-0000-391.01-00 From General Fund	\$ 150,000	\$ 10,000	\$ 160,000
<b>Totals:</b>	<b>150,000</b>	<b>10,000</b>	<b>160,000</b>
<b><u>Expenditures:</u></b>			
111-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 150,000	\$ 10,000	\$ 160,000
<b>Totals:</b>	<b>150,000</b>	<b>10,000</b>	<b>160,000</b>
<b><u>Fund 451: Water Project Fund</u></b>			
<b><u>Water Line Improvements (WA1801)</u></b>			
<b><u>Revenues:</u></b>			
451-0000-333.77-00 Washington County	\$ 55,900	\$ 0	\$ 55,900
451-0000-391.05-29 Series 2013 B GO Pub Imp	54,895	0	54,895
451-0000-391.05-40 2015 A (Oct) GP Pub Imp	13,481	0	13,481
451-0000-391.45-00 From Water Fund	605,000	0	605,000
451-0000-391.46-00 Reserve Outside City Imp	23,640	0	23,640
<b>Totals:</b>	<b>752,916</b>	<b>0</b>	<b>752,916</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
451-0000-601-9021 New Dist Lines	15,144	0	15,144
451-0000-601-9022 Hydrants	31,619	0	31,619
451-0000-601-9023 New Meters	133,115	0	133,115
451-0000-605-9024 Replacement Meters	105,314	0	105,314
451-0000-605-9025 Replacement Dist Lines	467,724	0	467,724
<b>Totals:</b>	<b>752,916</b>	<b>0</b>	<b>752,916</b>

**Waterline Imp O&M (WA2100)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
451-0000-391.05-29 Series 2013 B GO Pub Imp	0	387	387
451-0000-391.45-00 From Water Fund	850,000	0	850,000
<b>Totals:</b>	<b>850,000</b>	<b>387</b>	<b>850,387</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
451-0000-601-9021 New Dist Lines	20,000	0	20,000
451-0000-601-9022 Hydrants	60,000	0	60,000
451-0000-601-9023 New Meters	120,000	387	120,387
451-0000-605-9024 Replacement Meters	150,000	0	150,000
451-0000-605-9025 Replacement Dist Lines	500,000	0	500,000
<b>Totals:</b>	<b>850,000</b>	<b>387</b>	<b>850,387</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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





**AGENDA ACTION FORM**

**Amend Zoning of 3301 E Stone Drive from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District)**

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

Action Form No.: AF-05-2021  
Work Session: January 19, 2021  
First Reading: January 19, 2021

**Final Adoption: February 2, 2021**  
Staff Work By: Ken Weems  
Presentation By: Ken Weems

**Recommendation:**

Approve ordinance amending the zoning ordinance to rezone the property containing 3301 E Stone Drive from M-1R, Light Manufacturing Restricted District, to B-3, Highway Oriented Business District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 2.39 acres located at 3301 E Stone Drive from M-1R, Light Manufacturing Restricted District, to B-3, Highway Oriented Business District. The applicant desires to construct a new Dollar General retail store on the property. During their December 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 5-0. This rezoning effort has not received any public comment. The notice of public hearing was published on January 4, 2021.

**Attachments:**

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

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG E STONE DRIVE FROM M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 10<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along E Stone Drive from M-1R, Light Manufacturing Restricted District to B-3, Highway Oriented Business District in the 10<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point on the South Right-Of-Way line of East Stone Drive (US 11 W) and corner to Baily; thence S 18°45'42" E, a distance of 385.00'; thence S 65°20'18" W, a distance of 271.11' to the East Right-Of-Way line of Orebank Rd; thence along said Orebank Rd the following three calls, N 20°04'16" W, a distance of 78.09; thence N 06°58'42" W, a distance of 95.28'; thence N 02°06'42" W, a distance of 225.68' top the aforesaid South Right-Of-Way line of East Stone Drive (US 11 W); thence N 63°32'45" E, a distance of 189.04'; which is the point of BEGINNING. Containing 91647.14 square feet or 2.104 acres more or less.

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

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

\_\_\_\_\_  
PATRICK W. SHULL  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on January 19, 2021 to consider the rezoning of 3301 E Stone Drive from the M-1R District to the B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*BEGINNING at a point on the South Right-Of-Way line of East Stone Drive (US 11 W) and corner to Baily; thence S 18°45'42" E, a distance of 385.00'; thence S 65°20'18" W, a distance of 271.11' to the East Right-Of-Way line of Orebank Rd; thence along said Orebank Rd the following three calls, N 20°04'16" W, a distance of 78.09; thence N 06°58'42" W, a distance of 95.28'; thence N 02°06'42" W, a distance of 225.68' top the aforesaid South Right-Of-Way line of East Stone Drive (US 11 W); thence N 63°32'45" E, a distance of 189.04'; which is the point of BEGINNING. Containing 91647.14 square feet or 2.104 acres more or less.*

To limit the spread of Covid-19, the January 19, 2021 Board of Mayor and Aldermen meeting will be closed to the public. All interested persons are invited to send comment to the City's Planning Manager, Mr. Ken Weems at (423) 229-9368 or email: [kenweems@kingsporttn.gov](mailto:kenweems@kingsporttn.gov). COMMENTS MUST BE RECEIVED BY 5:00 P.M. ON FRIDAY, JANUARY 15, 2021 IN ORDER TO BE READ INTO THE RECORD. Comments will be read into the record of this item during the public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 1/4/2021

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00006

3301 E Stone Drive Rezoning

<b>Property Information</b>			
Address	3301 E Stone Drive		
Tax Map, Group, Parcel	032, Parcel 82		
Civil District	10		
Overlay District	n/a		
Land Use Designation	Retail/ Commercial		
Acres	2.39 +/-		
Existing Use	Truck parking yard	Existing Zoning	M-1R
Proposed Use	Dollar General	Proposed Zoning	B-3
<b>Owner /Applicant Information</b>			
Name: Billy and Betty Brooks Address: 5454 Brooks Way City: Bristol State: VA Phone: (423)790-5880		Zip Code: 24202  Intent: <i>To rezone from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) to accommodate construction of a new Dollar General store.</i>	
<b>Planning Department Recommendation</b>			
The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:  <p style="text-align: center;"><i>The proposal is consistent with the future land use plan designation of the site (retail/ commercial use). The future land use plan designates the entire south side frontage of E Stone Drive, between N John B Dennis Hwy and the eastern end of the City limits, as appropriate for retail/ commercial use.</i></p>			
<b>Staff Field Notes and General Comments:</b>			
<p style="text-align: center;"><i>The rezoning site has served as graveled truck parking for well over a decade. A successful rezoning will bring much needed new commercial construction to the area.</i></p> <p style="text-align: center;"><i>The Kingsport Board of Zoning Appeals granted a 6 parking space reduction for the project during their Dec 3, 2020 regular meeting.</i></p>			
Planner:	Ken Weems	Date:	December 2, 2020
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>December 17, 2020</b>
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

<b>PROPERTY INFORMATION</b>	
<b>ADDRESS</b>	3301 E Stone Drive

**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 20-101-00006**

<b>DISTRICT</b>	10
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	M-1R
<b>PROPOSED ZONING</b>	B-3
<b>ACRES</b>	2.39 +/-
<b>EXISTING USE</b>	Truck parking yard
<b>PROPOSED USE</b>	Dollar General store

**INTENT**

*To rezone from M-1R (Light Manufacturing Restricted District) to B-3 (Highway Oriented Business District) to accommodate construction of a new Dollar General store.*

Vicinity Map

ArcGIS Web Map



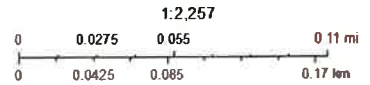
Surrounding Zoning Map

ArcGIS Web Map



1/2/2020, 4:13:51 PM

- |                      |                        |                       |      |     |      |       |       |      |       |
|----------------------|------------------------|-----------------------|------|-----|------|-------|-------|------|-------|
| Kpt 911 Address      | River                  | Railroad_ROW          | TAC  | AR  | B-4P | M-2   | PD    | R-1A | R-3B  |
| Haven County Parcels | Street_ROW             | River                 | R-5  | B-1 | B-4P | MX    | PMD-1 | R-1B | R-4   |
| Lake_Pond            | Hawkins County Parcels | Street_ROW            | GC   | B-2 | BC   | P-1   | PMD-2 | R-1C | Split |
| Parcel_Conflict      | Lake_Pond              | Urban Growth Boundary | B-2E | B-3 | GC   | P-D   | PUD   | R-2  | TA    |
| Parcels              | Parcel_Conflict        | City Zoning           | A-1  | B-3 | M-1  | PBD-3 | PVD   | R-3  | TAC   |
| Railroad_ROW         | Parcels                | <Null>                | A-2  | B-4 | M-1R | PBD/* | R-1   | R-3A | UAE   |

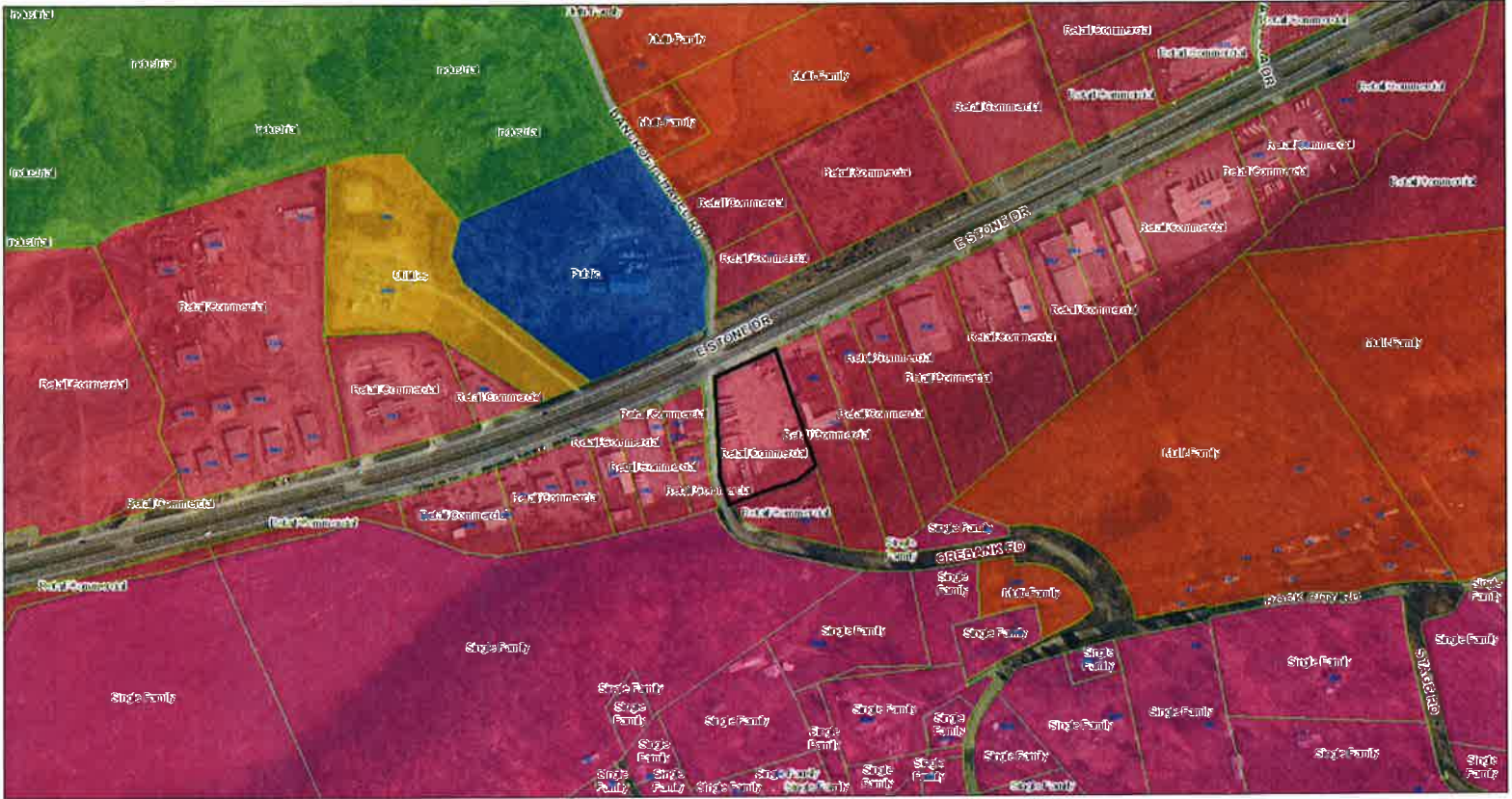


Web AppBuilder for ArcGIS



Future Land Use Plan 2030  
Designation: Retail/ Commercial

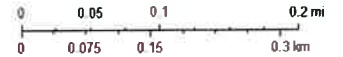
ArcGIS Web Map



12/2/2020, 4:00:37 PM

1:4,514

- |                         |                        |                       |                   |
|-------------------------|------------------------|-----------------------|-------------------|
| Kpt 911 Address         | River                  | Railroad_ROW          | Single Family     |
| Sullivan County Parcels | Street_ROW             | River                 | Multi-Family      |
| Lake_Pond               | Hawkins County Parcels | Street_ROW            | Industrial        |
| Parcel_Conflict         | Lake_Pond              | Urban Growth Boundary | Retail/Commercial |
| Parcels                 | Parcel_Conflict        | Future Land Use       | Public            |
| Railroad_ROW            | Parcels                | Agri/Vacant           | Utilities         |



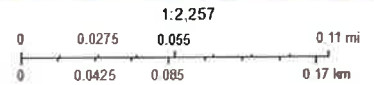
WebAppBuilder for ArcGIS

Aerial  
ArcGIS Web Map



12/2020, 4:16:07 PM

- |                      |                        |                       |
|----------------------|------------------------|-----------------------|
| Kpt 911 Address      | River                  | Railroad_ROW          |
| Hivan County Parcels | Street_ROW             | River                 |
| Lake_Pond            | Hawkins County Parcels | Street_ROW            |
| Parcel_Conflict      | Lake_Pond              | Urban Growth Boundary |
| Parcels              | Parcel_Conflict        |                       |
| Railroad_ROW         | Parcels                |                       |



Web AppBuilder for ArcGIS

**Site Plan**



**North View (Across E Stone Dr)**

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on December 17, 2020



**South View**



**West View (Across Orebank Rd)**



**East View**



**Existing Uses Location Map**

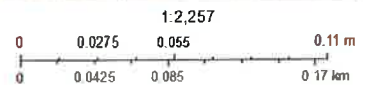
Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on December 17, 2020

ArcGIS Web Map



12/2/2020 4:24:01 PM

- Kpt 911 Address
- Sullivan County Parcels
- Lake\_Pond
- Parcel\_Conflict
- Parcels
- Railroad\_ROW
- River
- Street\_ROW
- Hawkins County Parcels
- Lake\_Pond
- Parcel\_Conflict
- Parcels
- Railroad\_ROW
- River
- Street\_ROW
- Urban Growth Boundary



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	Zone: <u>City R-1B</u> Use: <u>vacant</u>	n/a
Further North and Northwest	2	Zone: <u>City M-1</u> Use: <u>church</u>	n/a
East	3	Zone: <u>City M-1R</u> Use: <u>mattress store</u>	n/a

**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 20-101-00006**

Further East	<b>4</b>	<u>Zone: City M-1R</u> Use: auto repair	n/a
Southeast and South	<b>5</b>	<u>Zone: County R-3</u> Use: apartment building	n/a
Further South	<b>6</b>	<u>Zone: City M-1R</u> Use: vehicle storage	n/a
West	<b>7</b>	<u>Zone: City B-3</u> Use: 3 single wide trailers	n/a

**Standards of Review**

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is in harmony with adjacent development and nearby property.
  
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not impact adjacent property adversely. The nearby residential uses will benefit more from a retail store than the existing truck parking yard.
  
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones offer reasonable economic use for the subject property in light of the existing manufacturing zones in the area. It is staff's opinion that the existing built environment is best geared toward B-3 uses in line with the future land use plan designation of the area.
  
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed B-3 zone conforms with the land use plan designation of commercial/retail use.

**Proposed use:** commercial/ retail (Dollar General)

**The Future Land Use Plan Map recommends** commercial/retail

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property along with the existing buildings are best utilized in a B-3 zone.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in regard to the existing commercial and industrial uses in the area.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone will not create an isolated district. A B-3 zone exists on the other side of Orebank Rd from the rezoning site.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-1R to B-3. The proposed B-3 zone conforms to the future lane use plan designation for the parcel.





**AGENDA ACTION FORM**

**Amend Zoning of 354 Shadowtown Road from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District)**

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

Action Form No.: AF-06-2021  
 Work Session: January 19, 2021  
 First Reading: January 19, 2021

**Final Adoption: February 2, 2021**  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**

Approve ordinance amending the zoning ordinance to rezone the property containing 354 Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District, to B-3, Highway Oriented Business District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 23.3 acres located at 354 Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District, to B-3, Highway Oriented Business District. The applicant desires to convert the portion of the building that used to contain Carolina Pottery into a climate controlled indoor storage use. During their December 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 5-0. This rezoning effort has received one public comment from a neighbor adjacent to the rezoning site. The neighbor commented that he is glad to see the rezoning site property under new ownership and hopes that funds will be spent to enhance the existing structure's appearance and parking lot security. The notice of public hearing was published on January 4, 2021.

**Attachments:**

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG SHADOWTOWN ROAD FROM TA/C, TOURIST ACCOMMODATION/ COMMERCE DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Shadowtown Road from TA/C, Tourist Accommodation/ Commerce District to B-3, Highway Oriented Business District in the 7<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a concrete right of way monument in the south right of way line of State Route 126 and in the west right of way line of Interstate 81; thence proceeding with the west right of way line of Interstate 81 s. 31 degrees 48 minutes 18 seconds west 1039.45 feet to a concrete right of way monument; thence south 46 degrees 45 minutes 12 seconds west 62.44 feet to an iron pin the beginning of the tract herein described; thence south 46 degrees 45 minutes 12 seconds west for a distance of 300.00 feet to a point in said right of way; thence north 46 degrees 18 minutes 28 seconds west for a distance of 193.92 feet to a point; thence along a curve to the right having a radius of 741.20 feet an arc length of 133.53 feet, being subtended by a chord of south 59 degrees 35 minutes 30 seconds west for a distance of 133.35 feet to a point; thence south 64 degrees 45 minutes 09 seconds west for a distance of 435.83 feet to a point; thence along a curve to the left having a radius of 50.00 feet and an arc length of 57.78 feet, being subtended by a chord of south 31 degrees 38 minutes 46 seconds west for a distance of 54.62 feet to an iron point found; thence south 01 degrees 27 minutes 38 seconds east for a distance of 116.90 feet to a point in the north right of way line of Shadowtown road; thence south 88 degrees 32 minutes 22 seconds west for a distance of 385.00 feet with said right of way to a right of way monument; thence south 01 degrees 27 minutes 18 seconds west for a distance of 45.00 feet to a concrete right of way monument; thence south 89 degrees 32 minutes 56 seconds west for a distance of 179.71 feet to an iron pin corner to bacon; thence north 08 degrees 47 minutes 48 seconds west for a distance of 490.00 feet with the line of bacon to an iron pin; thence north 50 degrees 39 minutes 33 seconds east for a distance of 802.83 feet to an iron pin; thence north 72 degrees 41

minutes 47 seconds east for a distance of 609.38 feet to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 317.72 feet to an iron pin in the right of way line of Carolina Pottery Drive; thence south 46 degrees 45 minutes 12 seconds west for a distance of 60.00 feet with said right of way line to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 42.72 feet to an iron pin; thence along a curve to the right having a radius of 50.00 feet and an arc length of 65.49 feet; being subtended by a chord of south 05 degrees 43 minutes 15 seconds east for a distance of 60.91 feet to an iron pin; thence south 31 degrees 48 minutes 18 seconds west for a distance of 27.89 feet to an iron pin; thence south 58 degrees 11 minutes 42 seconds east for a distance of 60.00 feet to an iron pin; thence along a curve to the right having a radius of 741.20 feet and an arc length of 106.16 feet being subtended by a chord of south 35 degrees 54 minutes 29 seconds west for a distance of 106.07 feet to an iron pin; thence south 49 degrees 59 minutes 20 seconds east for a distance of 193.46 feet to the BEGINNING; said property contains 23.27 acres more or less as surveyed by Frizzell Engineering April 5, 1993, last revised November 15, 1995.

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

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

---

PATRICK W. SHULL  
Mayor

ATTEST:

---

ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on January 19, 2021 to consider the rezoning for parcel 138 located along Shadowtown Road from the TA/C District to the B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*BEGINNING at a concrete right of way monument in the south right of way line of State Route 126 and in the west right of way line of Interstate 81; thence proceeding with the west right of way line of Interstate 81 s. 31 degrees 48 minutes 18 seconds west 1039.45 feet to a concrete right of way monument; thence south 46 degrees 45 minutes 12 seconds west 62.44 feet to an iron pin the beginning of the tract herein described; thence south 46 degrees 45 minutes 12 seconds west for a distance of 300.00 feet to a point in said right of way; thence north 46 degrees 18 minutes 28 seconds west for a distance of 193.92 feet to a point; thence along a curve to the right having a radius of 741.20 feet an arc length of 133.53 feet, being subtended by a chord of south 59 degrees 35 minutes 30 seconds west for a distance of 133.35 feet to a point; thence south 64 degrees 45 minutes 09 seconds west for a distance of 435.83 feet to a point; thence along a curve to the left having a radius of 50.00 feet and an arc length of 57.78 feet, being subtended by a chord of south 31 degrees 38 minutes 46 seconds west for a distance of 54.62 feet to an iron point found; thence south 01 degrees 27 minutes 38 seconds east for a distance of 116.90 feet to a point in the north right of way line of Shadowtown road; thence south 88 degrees 32 minutes 22 seconds west for a distance of 385.00 feet with said right of way to a right of way monument; thence south 01 degrees 27 minutes 18 seconds west for a distance of 45.00 feet to a concrete right of way monument; thence south 89 degrees 32 minutes 56 seconds west for a distance of 179.71 feet to an iron pin corner to bacon; thence north 08 degrees 47 minutes 48 seconds west for a distance of 490.00 feet with the line of bacon to an iron pin; thence north 50 degrees 39 minutes 33 seconds east for a distance of 802.83 feet to an iron pin; thence north 72 degrees 41 minutes 47 seconds east for a distance of 609.38 feet to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 317.72 feet to an iron pin in the right of way line of Carolina Pottery Drive; thence south 46 degrees 45 minutes 12 seconds west for a distance of 60.00 feet with said right of way line to an iron pin; thence south 43 degrees 14 minutes 48 seconds east for a distance of 42.72 feet to an iron pin; thence along a curve to the right having a radius of 50.00 feet and an arc length of 65.49 feet; being subtended by a chord of south 05 degrees 43 minutes 15 seconds east for a distance of 60.91 feet to an iron pin; thence south 31 degrees 48 minutes 18 seconds west for a distance of 27.89 feet to an iron pin; thence south 58 degrees 11 minutes 42 seconds east for a distance of 60.00 feet to an iron pin; thence along a curve to the right having a radius of 741.20 feet and an arc length of 106.16 feet being subtended by a chord of south 35 degrees 54 minutes 29 seconds west for a distance of 106.07 feet to an iron pin; thence south 49 degrees 59 minutes 20 seconds east for a distance of 193.46 feet to the BEGINNING; said property contains 23.27 acres more or less as surveyed by Frizzell Engineering April 5, 1993, last revised November 15, 1995.*

To limit the spread of Covid-19, the January 19, 2021 Board of Mayor and Aldermen meeting will be closed to the public. All interested persons are invited to send comment to the City's Planning Manager, Mr. Ken Weems at (423) 229-9368 or email: [kenweems@kingsporttn.gov](mailto:kenweems@kingsporttn.gov). COMMENTS MUST BE RECEIVED BY 5:00 P.M. ON FRIDAY, JANUARY 15, 2021 IN ORDER

TO BE READ INTO THE RECORD. Comments will be read into the record of this item during the public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 1/4/2021

---

J. MICHAEL BILLINGSLEY  
City Attorney

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

354 Shadowtown Road Rezoning

<b>Property Information</b>			
<b>Address</b>	354 Shadowtown Road		
<b>Tax Map, Group, Parcel</b>	064, Parcel 138		
<b>Civil District</b>	7		
<b>Overlay District</b>	n/a		
<b>Land Use Designation</b>	Retail/ Commercial		
<b>Acres</b>	23.274 +/-		
<b>Existing Use</b>	Partially vacant 138K sq ft building with various commercial businesses	<b>Existing Zoning</b>	TA/C
<b>Proposed Use</b>	Climate controlled indoor storage with various commercial businesses	<b>Proposed Zoning</b>	B-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> David Bernstein <b>Address:</b> 10800 Biscayne Blvd <b>City:</b> Miami <b>State:</b> FL <b>Zip Code:</b> 33161 <b>Phone:</b> (917) 992-5292		<b>Intent:</b> <i>To rezone from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District) to accommodate climate controlled indoor storage use for the portion of the existing structure that used to contain Carolina Pottery.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal is consistent with the future land use plan designation of the site (retail/ commercial use).</i></p> <p><i>The B-3 zone is comparable to the existing TA/C zone, but allows the intended use of climate controlled indoor storage.</i></p> <p><b>Staff Field Notes and General Comments:</b></p> <p><i>The rezoning site is part of an area that was rezoned to TA/C in 2014, with the previous zone being the now non-existent TA zone. This change of creating and implementing the TA/C zone came about due to the need for a refined TA zone that can best manage eventual development in the Tri-Cities Crossing area (also zoned TA/C). The practical application of the TA/C zone works well for an area that is undeveloped. The comparatively small TA/C zone that this rezoning site currently resides in is better suited for the more general B-3 zone, which staff would support for any other businesses in this particular TA/C district.</i></p> <p><i>The existing businesses along Carolina Pottery Dr. consist of a McDonald’s, a gas station, a motorcycle shop, and a church. The existing businesses currently located inside the building within the rezoning site consist of a gym, movie theatre (Tri-Cities Cinema), vacuum sales, and a discount retail shop. The climate controlled indoor storage use is planned to go into the right side of the existing building (the former location of Carolina Pottery).</i></p>			



**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 20-101-00006**

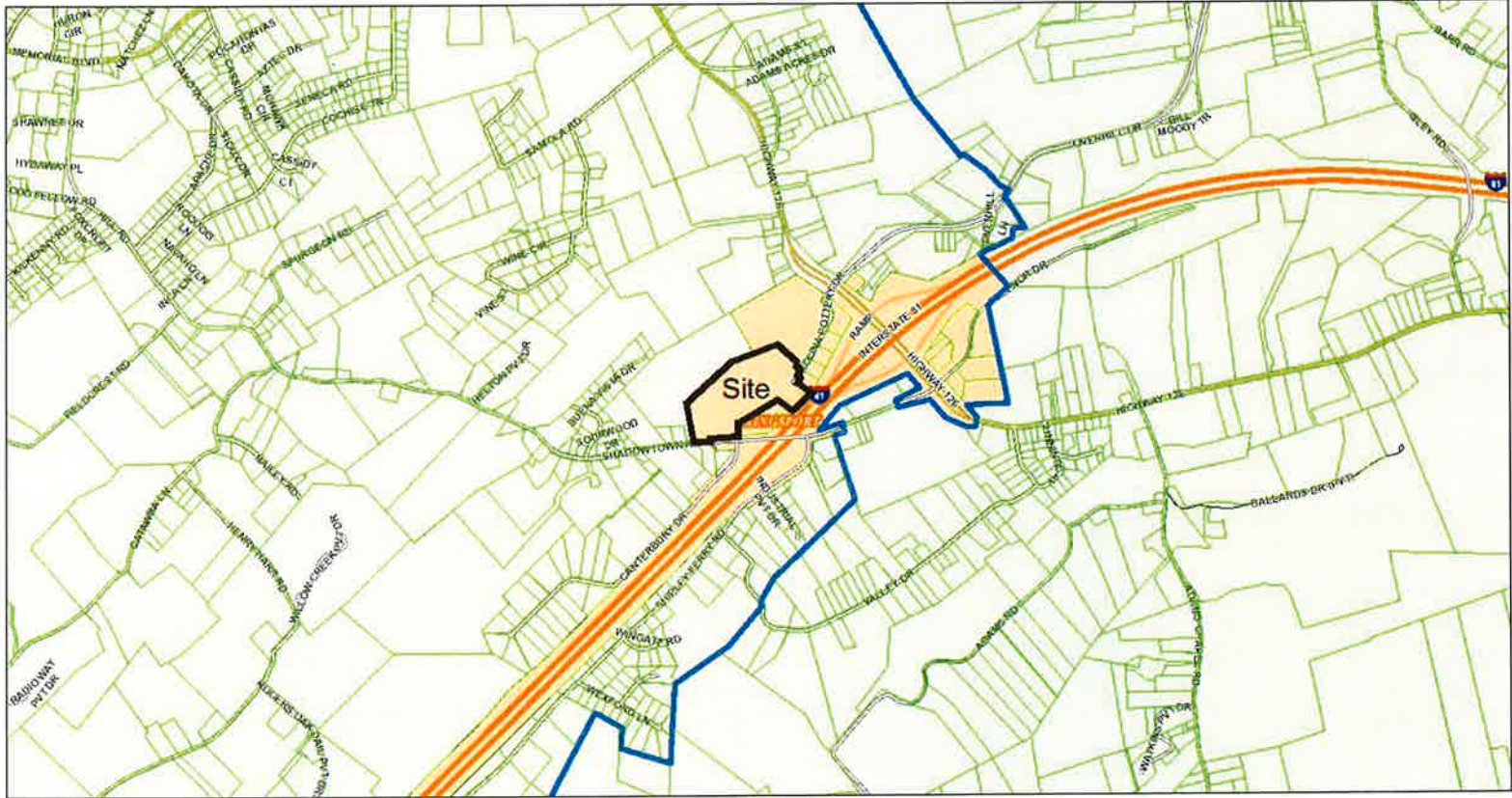
Planner:	Ken Weems	Date:	December 2, 2020
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>December 17, 2020</b>
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

<b>PROPERTY INFORMATION</b>	
<b>ADDRESS</b>	354 Shadowtown Road
<b>DISTRICT</b>	7
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	TA/C
<b>PROPOSED ZONING</b>	TA
<b>ACRES</b>	23.274 +/-
<b>EXISTING USE</b>	various commercial uses contained in a +/- 138,000 square foot building
<b>PROPOSED USE</b>	various commercial uses to include climate controlled indoor storage

**INTENT**

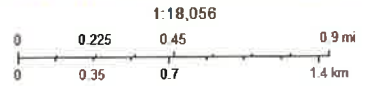
*To rezone from TA/C (Tourist Accommodation/ Commerce District) to B-3 (Highway Oriented Business District) to accommodate climate controlled indoor storage use for the portion of the existing structure that used to contain Carolina Pottery.*

Vicinity Map  
ArcGIS Web Map



12/2/2020, 5:10:06 PM

- |                         |                        |                       |
|-------------------------|------------------------|-----------------------|
| Sullivan County Parcels | Street_ROW             | River                 |
| Lake_Pond               | Hawkins County Parcels | Street_ROW            |
| Parcel_Conflict         | Lake_Pond              | Urban Growth Boundary |
| Parcels                 | Parcel_Conflict        |                       |
| Railroad_ROW            | Parcels                |                       |
| River                   | Railroad_ROW           |                       |



Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



12/2/2020, 5:20:14 PM

Sullivan County Parcels	Street_ROW	River	R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
Lake_Pond	Hawkins County Parcels	Street_ROW	GC	B-2	BC	P-1	PMD-2	R-1C	Split
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	B-2E	B-3	GC	P-D	PUJ	R-2	TA
Parcels	Parcel_Conflict	<b>City Zoning</b>	A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
Railroad_ROW	Parcels	<Null>	A-2	B-4	M-1R	PBD	R-1	R-3A	UAE
River	Railroad_ROW	TAC	AR	B-4P	M-2	PD	R-1A	R-3B	



Web AppBuilder for ArcGIS

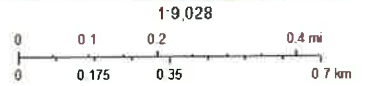
Future Land Use Plan 2030  
Designation: Retail/ Commercial

ArcGIS Web Map



12/2/2020, 5:15:36 PM

- |                         |                        |                       |                   |
|-------------------------|------------------------|-----------------------|-------------------|
| Sullivan County Parcels | Street_ROW             | River                 | Multi-Family      |
| Lake_Pond               | Hawkins County Parcels | Street_ROW            | Industrial        |
| Parcel_Conflict         | Lake_Pond              | Urban Growth Boundary | Retail/Commercial |
| Parcels                 | Parcel_Conflict        | Future Land Use       | Public            |
| Railroad_ROW            | Parcels                | Agri/Vacant           | Utilities         |
| River                   | Railroad_ROW           | Single Family         |                   |



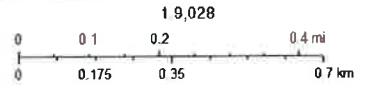
Web AppBuilder for ArcGIS

Aerial  
ArcGIS Web Map



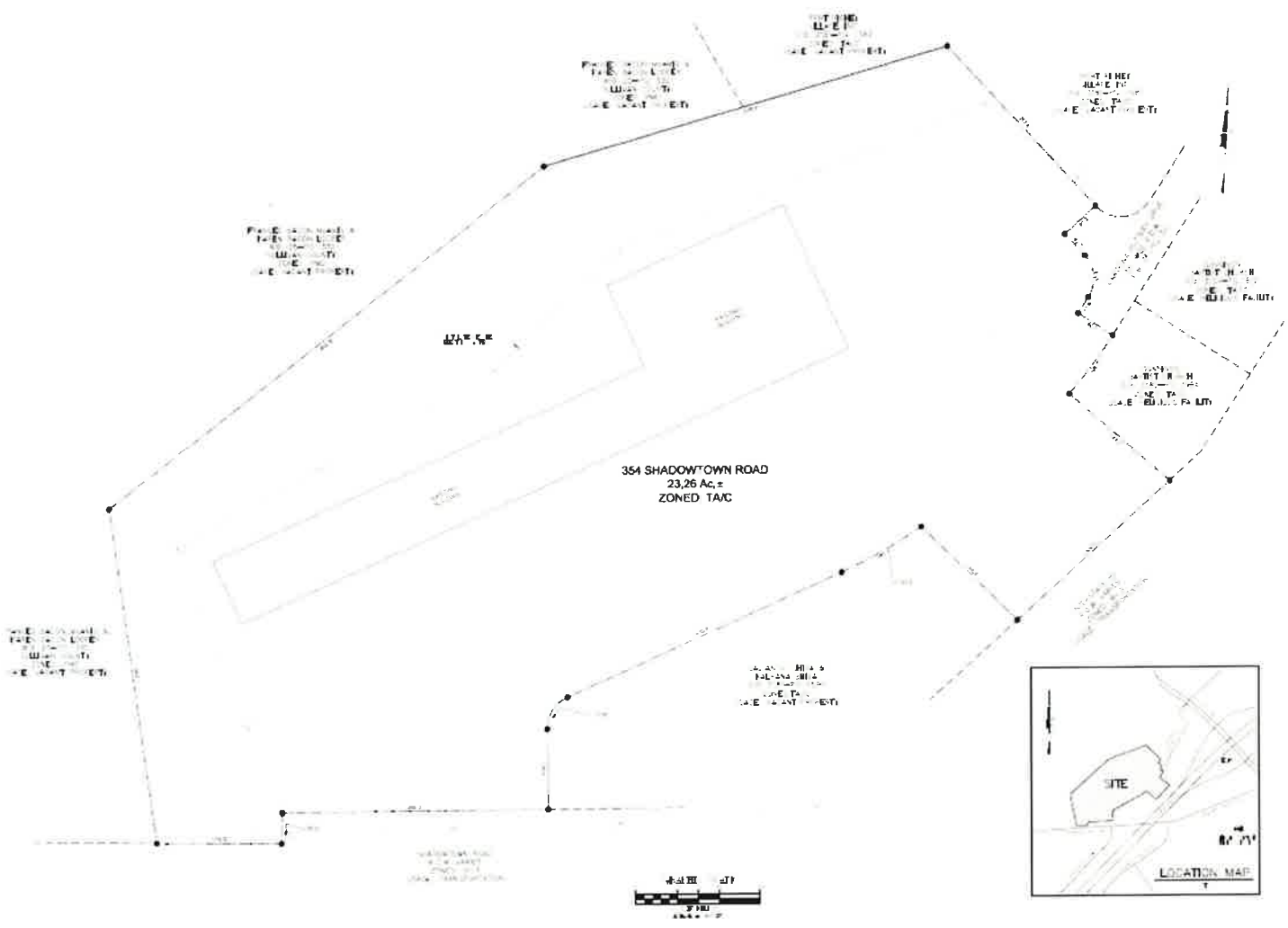
1/2/2020, 5:26 48 PM

- |                                          |                                          |                                                           |
|------------------------------------------|------------------------------------------|-----------------------------------------------------------|
| <b>Hixson County Parcels</b>             | <input type="checkbox"/> Street_ROW      | <input type="checkbox"/> River                            |
| <input type="checkbox"/> Lake_Pond       | <b>Hawkins County Parcels</b>            | <input type="checkbox"/> Street_ROW                       |
| <input type="checkbox"/> Parcel_Conflict | <input type="checkbox"/> Lake_Pond       | <input checked="" type="checkbox"/> Urban Growth Boundary |
| <input type="checkbox"/> Parcels         | <input type="checkbox"/> Parcel_Conflict |                                                           |
| <input type="checkbox"/> Railroad_ROW    | <input type="checkbox"/> Parcels         |                                                           |
| <input type="checkbox"/> River           | <input type="checkbox"/> Railroad_ROW    |                                                           |



Web AppBuilder for ArcGIS

Site Plan



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

**TH&P**  
TERRY HARRIS & PARTNERS  
PLANNING ENGINEERS

354 SHADOWTOWN RD  
KINGSPORT, TN 37629  
TEL: 615-845-1111  
WWW.TH&P.COM

354 SHADOWTOWN RD  
KINGSPORT, TN 37629  
TEL: 615-845-1111  
WWW.TH&P.COM

LAND USE EXHIBIT

DATE	2020/02
BY	EXT

Left Side of Existing Building (The Building is Approx. 970' Wide)



**Right Side of Building**



**Southern View (Toward I-81)**



**Western View (Well Buffered from Adjacent County Sparse Residential)**



**Eastern View (Toward Existing Commercial Along Carolina Pottery Dr)**



Existing Uses Location Map

ArcGIS Web Map



12/2/2020, 5:25:22 PM

- Sullivan County Parcels
  - Street\_ROW
  - River
- Hawkins County Parcels
  - Street\_ROW
  - Urban Growth Boundary
- Lake\_Pond
- Parcel\_Conflict
- Parcels
- Railroad\_ROW
- River



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	Zone: County R-1 Use: <u>vacant</u>	n/a
Further North and Northwest	2	Zone: County R-1 Use: <u>low density single family</u>	n/a
East	3	Zone: City TA/C Use: <u>church</u>	Converted to the TA/C zone in 2014



Further East	4	<u>Zone: City TA/C</u> Use: gas station	Converted to the TA/C zone in 2014
Southeast and South	5	<u>Zone: County R-1</u> Use: Sullivan Central	n/a
Further South	6	<u>Zone: City TA/C</u> Use: vacant	Converted to the TA/C zone in 2014
West	7	<u>Zone: County R-1</u> <u>Use: single family</u>	n/a

**Standards of Review**

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a use that is in harmony with adjacent development and nearby property.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not impact adjacent property adversely.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones offer reasonable economic use for the subject property. It is staff’s opinion that the existing built environment is best geared toward B-3 uses, which offer more variety of commercial use than the TA/C zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed B-3 zone conforms with the land use plan designation of commercial/retail use.

**Proposed use:** commercial/ retail/ to include newly introduced indoor climate controlled storage.

**The Future Land Use Plan Map recommends commercial/retail**

5. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property along with the existing buildings are best utilized in a B-3 zone.

6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in regard to the existing commercial uses.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed B-3 zone will exist in harmony with the similar uses allowed in the TA/C zone.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from TA/C to B-3. The proposed B-3 zone conforms with the future lane use plan designation for the parcel.



**AGENDA ACTION FORM**

**Apply for and Accept a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation**

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

Action Form No.: AF-14-2021  
 Work Session: January 19, 2021  
 First Reading: January 19, 2021

**Final Adoption: February 2, 2021**  
 Staff Work By: Chris Campbell  
 Presentation By: Chris Campbell

**Recommendation:**  
 Approve the Ordinance.

**Executive Summary:**  
 The Tennessee Department of Transportation (TDOT) has announced the second round of Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act funding from the Federal Transit Administration (FTA) to the Kingsport Area Transit Service (KATS) in the amount of \$1,210,389. This grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services. Like the first CARES Act funding approved by the BMA in May 2020, the second round is 100% Federal funding and does not require a state or local match.

- Attachments:**
1. Ordinance
  2. Resolution
  3. Allocation Letter

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *zw*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND URBAN MASS TRANSIT CAPITAL/GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation in the amount of \$10,820 and reducing the to the Transit CARES project (FTA022).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Urban Mass Transit Fund: 123</u></b>			
<b><u>Transit CARES (FTA022)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	0	0
123-0000-332.90-00 Dept of Transportation	1,203,985	1,210,389	2,414,374
123-0000-365.20-09 Bus Fares TN-90-X150	0	0	0
123-0000-365.21-00 ADA Paratransit	0	0	0
123-0000-368.15-00 Rental of Land & Building	0	0	0
123-0000-391.01-00 From General Fund	0	0	0
<b>Totals:</b>	<b>1,203,985</b>	<b>1,210,389</b>	<b>2,414,374</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
123-0000-602.90-06 Purchases \$5,000 & Over	0	0	0
123-5901-602.10-10 Salaries & Wages	543,085	543,085	1,086,170
123-5901-602.10-11 Overtime	21,200	21,200	42,400
123-5901-602.10-20 Social Security	71,800	71,800	143,600
123-5901-602.10-30 Group Health Insurance	62,400	62,400	124,800
123-5901-602.10-41 TCRS Retirement	35,200	35,200	70,400
123-5901-602.10-43 ICMA Retirement	17,500	17,500	35,000
123-5901-602.10-50 Life Insurance	800	800	1,600
123-5901-602.10-52 Long Term Disability Ins	1200	1200	2,400
123-5901-602.10-60 Workmen's Compensation	20,100	20,100	40,200
123-5901-602.10-61 Unemployment Insurance	800	800	1,600
123-5901-602.20-10 Advertising & Publication	2,000	2,000	4,000
123-5901-602.20-11 Printing & Binding	4,500	4,500	9,000
123-5901-602.20-20 Professional/Consultant	29,500	29,500	59,000
123-5901-602.20-21 Accounting & Auditing	2,000	2,000	4,000
123-5901-602.20-30 Electric Service	5,200	5,200	10,400
123-5901-602.20-33 Water and Sewer	2,000	2,000	4,000
123-5901-602.20-34 Telephone	5,200	5,200	10,400
123-5901-602.20-36 Natural Gas	2,000	2,000	4,000
123-5901-602.20-40 Travel Expense	5,800	5,800	11,600
123-5901-602.20-41 Registration Fees/ Tuition	2,600	2,600	5,200

123-5901-602.20-42	Personal Vehicle Reimburs	200	200	400
123-5901-602.20-43	Dues & Memberships	4,500	4,500	9,000
123-5901-602.20-44	Literature/ Subscriptions	700	700	1,400
123-5901-602.20-45	Training	2,600	2,600	5,200
123-5901-602.20-52	Medical Services	700	700	1,400
123-5901-602.20-54	Machinery/ Equip Rental	3,200	3,200	6,400
123-5901-602.20-55	Repairs & Maintenance	18,800	18,800	37,600
123-5901-602.20-56	Repairs & Maint-Vehicles	100,000	100,000	200,000
123-5901-602.20-69	Stormwater Fee Expense	200	200	400
123-5901-602.20-75	Temporary Employees	12,200	12,200	24,400
123-5901-602.20-99	Miscellaneous	110,300	116,704	227,004
123-5901-602.30-10	Office Supplies	4,500	4,500	9,000
123-5901-602.30-11	Postage	500	500	1,000
123-5901-602.30-12	Food	1,100	1,100	2,200
123-5901-602.30-20	Operating Supplies & Tool	7,700	7,700	15,400
123-5901-602.30-22	Maintenance Supplies	5,400	5,400	10,800
123-5901-602.30-26	Sign Parts & Supplies	1,300	1,300	2,600
123-5901-602.30-29	Clothing & Uniforms	5,200	5,200	10,400
123-5901-602.30-44	Motor Pool Charges	400	400	800
123-5901-602.30-68	Covid-19	0	0	0
123-5901-602.40-68	Covid-19	0	0	0
123-5901-602.50-10	Buildings	2,000	2,000	4,000
123-5901-602.50-26	Vehicle Ins Chgd by FLM	2,600	2,600	5,200
123-5902-602.20-56	Repair & Maint-Vehicles	85,000	85,000	170,000
<b>Totals:</b>		<b>1,203,985</b>	<b>1,210,389</b>	<b>2,414,374</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CORONAVIRUS AID, RELIEF AND ECONOMIC STIMULUS ACT GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION GRANT AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT AREA TRANSIT SERVICE

WHEREAS, the city, through the Kingsport Area Transit Service (KATS), would like to apply for a Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act grant through the Federal Transit Administration (FTA) and the United States Department of Transportation; and

WHEREAS, this grant funding will be used for public transit operation and capital expenditures that support public transit and ADA/handicapped transportation services; and

WHEREAS, the grant is in the amount of \$1,210,389.00 and requires no local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act grant through the Federal Transit Administration (FTA) and the United States Department of Transportation in the amount of \$1,210,389.00 for the Kingsport Area Transit Service (KATS) and such does not require a local match.

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

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

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

ADOPTED this the 19th day January, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**  
 SUITE 1200, JAMES K. POLK BUILDING  
 505 DEADERICK STREET  
 NASHVILLE, TENNESSEE 37243-1402  
 (615) 741-2781

CLAY BRIGHT  
 COMMISSIONER

BILL LEE  
 GOVERNOR

October 19, 2020

**RE: FTA Section 5307 CARES Act Program Allocation #2**

Dear Direct Recipients:

The Tennessee Department of Transportation (TDOT) is announcing the full funding allocations for the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act passed by Congress and enacted on March 27, 2020. The legislation provided \$25 billion in relief for public transit agencies across the United States, including \$29,784,268 to the Tennessee Section 5307 Small Urban Program, to prevent, prepare for, and respond to the COVID-19 pandemic. TDOT provided agencies with an Allocation 1, representing half of the CARES Act Apportionment for Section 5307 Small Urban transit program, on April 15, 2020.

This letter announces Allocation 2, for the remaining CARES Act Apportionment for Section 5307 Small Urban. Allocations were determined using the FFY2020 TDOT 5307 Allocation Formula. TDOT is issuing this allocation letter to enable Tennessee’s small urban transit agencies to apply directly to the Federal Transit Administration (FTA) for 5307 CARES Act funds.

The table below shows the funds allocated to each Direct Recipient:

**FTA Section 5307 CARES Act Allocation #2**

UZA	Direct Recipient	CARES Act Allocation 2
Bristol	Bristol Tennessee Transit	\$492,286
	First Tennessee HRA	\$121,126
Clarksville	Clarksville Transit System	\$4,064,269
Cleveland	Cleveland Urban Area Transit System	\$699,364
Jackson	Jackson Transit Authority (incl. STIC)*	\$2,221,433
Johnson City	Johnson City Transit	\$2,671,978
	First Tennessee HRA	\$420,196
Kingsport	Kingsport Area Transit Service	\$1,210,389
	First Tennessee HRA	\$334,120
Morristown	Morristown- ETHRA	\$880,364
Murfreesboro	Murfreesboro Rover Transit (incl. STIC)*	\$1,776,609
<b>TOTAL</b>		<b>\$14,892,134</b>

\*Murfreesboro and Jackson qualify for Small Transit Intensive Cities (STIC) federal funds based on their service performance. Allocation 2 releases the remaining 50% of STIC funds in the amounts of \$385,163 for each agency. The table includes the STIC allocations for Murfreesboro and Jackson.

The full CARES Allocation to each agency is attached.



CARES Act funds do not have a lapse date. TDOT strongly encourages Small Urban 5307 recipients to obligate these funds expeditiously and to maintain essential, safe public transportation services during and after the COVID-19 pandemic with this relief. TDOT will continue to work with agencies to assess ongoing needs and communicate federal safety protocols.

Tennessee 5307 funds provide high demand public transit service and TDOT wants to ensure that funds are used in Tennessee and that funds discarded back to the FTA are minimized. Direct Recipients must receive TDOT approval prior to deobligating funds in their active 5307 grants. In the event that funds are deobligated by a direct recipient without TDOT written approval, funds may be deducted from that agency's future 5307 allocations.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5307 to the Direct Recipient(s) named herein. The undersigned agrees to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the FTA to receive Section 5307 funds and assumes the responsibilities associated with award for these funds.

If you have questions, please contact Kaitlyn McClanahan, Transit Manager, at [kaitlyn.mcclanahan@tn.gov](mailto:kaitlyn.mcclanahan@tn.gov) or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson  
Director  
Multimodal Division

cc: Dr. Yvette Taylor, FTA Region IV Administrator  
Clay Bright, Commissioner  
Preston Elliot, TDOT Bureau Chief  
Robert Buckley, FTA Region IV Director of Finance & Program Oversight  
Yvetho Merisme, FTA Region IV Program Analyst  
Larry Sanborn, Multimodal Assistant Director  
Kaitlyn McClanahan, Transit Manager  
Jason Spain, TPTA Executive Director  
Mike Patterson, TPTA President

Encl: Total Allocations Table (1)



**AGENDA ACTION FORM**

**Amendment One to the 2020 Annual Action Plan for the Community Development Block Grant Program**

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

Action Form No.: AF-07-2021  
 Work Session: January 19, 2021  
 First Reading: N/A

**Final Adoption: February 2, 2021**  
 Staff Work By: Jessica McMurray  
 Presentation By: Jessica McMurray

**Recommendation:** Approve the Ordinance.

**Executive Summary:**

The City of Kingsport BMA approved the 2020 Annual Action Plan, August 2020 with an annual allocation of \$423,841. However, HUD informed grantees in November 2020 of an error in HUD's initial formula allocations for fiscal year 2020 Community Development Block Grant (CDBG) Programs. HUD requests the City submit a new Application for Federal Assistance (SF-424) and amend its 2020 Annual Action Plan. The Mayor's Signature is required on the Application for Federal Assistance (SF-424), which will allow HUD to process the corrected funding amount.

An amendment to the 2020 Annual Action Plan to decrease FY2020 CDBG funding to \$423,776 is proposed with a \$65 reduction from Administration.

Incorrect Funding Amount - \$423,841	Incorrect Admin Funding - \$67,819
Reduction in Funding Amount - \$65	Reduction in Admin Funding - \$65
<b>Corrected Funding Amount - \$423,776</b>	<b>Corrected Admin Funding - \$67,754</b>

Per the Citizen Participation Plan, public comment is only required if the amendment results in the elimination of a category of activity not included in the Consolidated Plan, the elimination or addition of a targeted area of service, a change in the category of beneficiary or eligibility criteria, a substantial change in the method of distribution of funds (a transfer exceeding twenty percent of the annual grant) as described in the Consolidated Plan or a change in the allocation of priorities established by the Plan. Therefore, for purposes of amending the 2020 Annual Action by a decrease of \$65, public comment is not required.

**Attachments:**

1. Ordinance
2. Resolution
3. HUD Corrected Notice

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *200*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be amended by reducing the CDBG Administration project (CD2101) by \$65.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 124: Community Development Fund</u></b>			
<b><u>CDBG Administration (CD2101)</u></b>			
<b><u>Revenues:</u></b>			
	\$	\$	\$
124-0000-331-1000 Community Development	67,819	(65)	67,754
<b>Totals:</b>	<b>67,819</b>	<b>(65)</b>	<b>67,754</b>
<b><u>Expenditures:</u></b>			
	\$	\$	\$
124-0000-603-1010 Salaries & Wages	29,942	0	29,942
124-0000-603-1020 Social Security	5,292	0	5,292
124-0000-603-1030 Group Health	14,418	(65)	14,353
124-0000-603-1040 Retirement	12,811	0	12,811
124-0000-603-1050 Life Ins.	130	0	130
124-0000-603-1052 Long Term Disability	125	0	125
124-0000-603-1060 Workmen's Comp	111	0	111
124-0000-603-1061 Unemployment	40	0	40
124-0000-603-2010 Advertising & Publication	1,500	0	1,500
124-0000-603.2021 Accounting & Auditing	1,200	0	1,200
124-0000-603-2034 Telephone	1,000	0	1,000
124-0000-603-2040 Travel	0	0	0
124-0000-603-2043 Dues and Membership	500	0	500
124-0000-603-3010 Office Supplies	500	0	500
124-0000-603-3011 Postage	250	0	250
<b>Totals:</b>	<b>67,819</b>	<b>(65)</b>	<b>67,754</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-7000

December 17, 2020

Jessica McMurray  
Community Planner  
Department of Community Development  
225 West Center Street  
Kingsport, TN 37660

Dear Ms. McMurray:

The U.S. Department of Housing and Urban Development (HUD or the Department) notified the City of Kingsport by letter, received on November 9, 2020, of an error in HUD's initial formula allocations for fiscal year (FY) 2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program grants. The Department is poised to undertake Line of Credit Control System (LOCCS) corrections to the grant amounts for these programs and is outlining the next steps the City must take below. As a reminder, the original and adjusted allocations for the FY 2020 CDBG grant are listed below.

	<b>CDBG</b>
Original Allocation	\$423,841
Adjusted Allocation	\$423,776
<b>Difference</b>	<b>-\$ 65</b>

The City must submit new SF 424s for the CDBG program reflecting the changed allocation. The City will also need to amend its 2020 action plan to reference the corrected amount of the CDBG allocation. The Consolidated Plan regulations (24 CFR Part 91) require a grantee to identify in its citizen participation plan the criteria it will use for determining what constitutes a substantial amendment to its action plan. It is these substantial amendments that are subject to a citizen participation process

The City will need to determine if a substantial amendment is triggered and if so, engage in the necessary citizen participation activities.

HUD will send the City amended grant agreement that reflect the correct allocation amount after the Knoxville Field Office of Community Planning and Development receives the newly executed SF-424 for the FY 2020 CDBG grant. Upon receipt, HUD will adjust the allocation amount in IDIS and LOCCS to ensure funds in excess of the revised allocation amount are not disbursed from the City's line of credit.

The Department appreciates the City's patience and efforts in this process and our office is available to assist in ensuring a timely correction.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik D. Hoglund".

Erik D. Hoglund  
CPD Director

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

A RESOLUTION APPROVING AMENDMENT ONE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

WHEREAS, in August, 2020, the board approved a 2020 Annual Action Plan in order to receive Community Development Block Grant (CDBG) funds; and

WHEREAS, the Annual Action Plan describes the strategies, objectives, projects and activities for funding under the program; and

WHEREAS, since the approval of the plan, HUD realized a mistake in the calculations of the funds, and they propose an amendment to the 2020 Annual Action Plan to decrease FY2020 CDBG funding to \$423,776, which is a \$65 reduction from HUD.

Now therefore,

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

SECTION I. That Amendment 1 to the Community Development Block Grant (CDBG) 2020 Annual Action Plan is approved and adopted as stated in the Allocation Collection Proceed Letter dated December 17, 2020, attached hereto, and is incorporated herein by reference.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the amendment as stated in the Allocation Collection Proceed Letter dated December 17, 2020, attached hereto and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 19<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





**AGENDA ACTION FORM**

**Budget Adjustment Ordinance for Various Funds in FY21**

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

Action Form No.: AF-38-2021  
 Work Session: January 19, 2021  
 First Reading: January 19, 2021

**Final Adoption: February 2, 2021**  
 Staff Work By: Morris  
 Presentation By: McCartt

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The General Project Fund budget is being amended by transferring \$7,678 from the Firehouse Software Upgrd project (GP1717), \$132 from the Fire Training Ground project (GP1732), \$251,430 from the General Projects project (GP1750), \$12,956 from the Fire Facilities/Capital project (GP1804), \$65,131 from the Court/Public Facility Pln project (GP1820), \$37,076 from the Model City Coalition project (GP1834), and \$21,198 from the Veterans Memorial project (GP2032) to the Fire-Facilities/Capital project (GP2003) to upgrade the Fire Training Facility. Close GP1717.

The General Fund Budget is being amended by transferring \$100,000 from the Miscellaneous line (110-4810-481.20-99) to the General Project Fund line (110-4804-481.70-36) to allocate a donation to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$45,000 from the Future Appropriations line (110-4890-901.60-01) to the SBK Animal Control line (110-1005-405.80-51) to cover operations.

The Sewer Project Fund is also being amended by transferring \$182,196 from the Sewer Line Improvements project (SW2009) to the Sewer Line Improvements project (SW2101) and by transferring \$65,000 from the Sewer Lift Station project (SW2005) to the West Kingsport SLS Replacement project (SW1708).

**Attachments:**

- 1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JW*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$7,678 from the Firehouse Software Upgrd project (GP1717), \$132 from the Fire Training Ground project (GP1732), \$251,430 from the General Projects project (GP1750), \$12,956 from the Fire Facilities/Capital project (GP1804), \$65,131 from the Court/Public Facility Pln project (GP1820), \$37,076 from the Model City Coalition project (GP1834), and \$21,198 from the Veterans Memorial project (GP2032) to the Fire-Facilities/Capital project (GP2003). Close GP1717.

SECTION II. That the General Fund Budget be amended by transferring \$100,000 from the Miscellaneous line (110-4810-481.20-99) to the General Project Fund line (110-4804-481.70-36) to allocate a donation to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$45,000 from the Future Appropriations line (110-4890-901.60-01) to the SBK Animal Control line (110-1005-405.80-51) to cover operations.

SECTION III. That the Sewer Project Fund be amended by transferring \$182,196 from the Sewer Line Improvements project (SW2009) to the Sewer Line Improvements project (SW2101) and by transferring \$65,000 from the Sewer Lift Station project (SW2005) to the West Kingsport SLS Replacement project (SW1708).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Project Fund: 311</u></b>			
<b><u>Firehouse Software Upgrade (GP1717)</u></b>			
<b><u>Revenues:</u></b>			
311-0000-368.10-54 Series 2016 GO (Nov 4)	\$ 69,995	\$ (7,090)	\$ 62,905
311-0000-368.21-01 Premium From Bond Sale	5,802	(588)	5,214
<b>Totals:</b>	<b>75,797</b>	<b>(7,678)</b>	<b>68,119</b>
<b><u>Expenditures:</u></b>			
311-0000-601.40-41 Bond Sale Expense	\$ 797	\$ 0	\$ 797
311-0000-601.90-06 Purchases \$5,000 & Over	75,000	(7,678)	67,322
<b>Totals:</b>	<b>75,797</b>	<b>(7,678)</b>	<b>68,119</b>
<b><u>Fire Training Ground (GP1732)</u></b>			
<b><u>Revenues:</u></b>			
311-0000-368.10-46 2013 B GO PUB IMP	\$ 1,176	\$ 0	\$ 1,176
311-0000-368.10-47 2014 A GO Bonds	33,156	(132)	33,024
<b>Totals:</b>	<b>34,332</b>	<b>(132)</b>	<b>34,200</b>
<b><u>Expenditures:</u></b>			
311-0000-601.90-03 Improvements	\$ 34,332	\$ (132)	\$ 34,200
<b>Totals:</b>	<b>34,332</b>	<b>(132)</b>	<b>34,200</b>

**General Projects (GP1750)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	386,437	(251,430)	135,007
311-0000-368.21-01 Premium From Bond Sale	4,158	0	4,158
311-0000-391.01-00 From General Fund	42,354	0	42,354
<b>Totals:</b>	<b>457,949</b>	<b>(251,430)</b>	<b>206,519</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	26,400	0	26,400
311-0000-601.20-22 Construction Contracts	19,437	0	19,437
311-0000-601.20-23 Arch/Eng/Landscaping Serv	28,700	4,045	32,745
311-0000-601.30-20 Operating Supplies & Tool	5,039	0	5,039
311-0000-601.90-03 Improvements	378,373	(255,475)	122,898
<b>Totals:</b>	<b>457,949</b>	<b>(251,430)</b>	<b>206,519</b>

**Fire Facilities/Capital (GP1804)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368.05-00 Miscellaneous/ Land Sales	65,000	0	65,000
311-0000-368.10-51 Series 2015 A (Oct) GO PI	7,819	0	7,819
311-0000-368.10-54 Series 2016 GO (Nov4)	9,328	0	9,328
311-0000-368.10-55 Series 2017 A GO Bonds	411,354	0	411,354
311-0000-368.10-66 Series 2019 GO Improvment	13,063	(11,964)	1,099
311-0000-368.21-01 Premium From Bond Sale	19,824	(992)	18,832
311-0000-391.01-00 From General Fund	245,913	0	245,913
<b>Totals:</b>	<b>772,301</b>	<b>(12,956)</b>	<b>759,345</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	600	(75)	525
311-0000-601.40-41 Bond Sale Expense	5,594	0	5,594
311-0000-601.90-03 Improvements	350,885	(12,881)	338,004
311-0000-601.90-06 Purchases \$5,000 & Over	415,222	0	415,222
<b>Totals:</b>	<b>772,301</b>	<b>(12,956)</b>	<b>759,345</b>

**Court/Public Facility PIn (GP1820)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	1,078,687	0	1,078,687
311-0000-368.10-56 GO Bonds Series 2018 A	3,681,523	0	3,681,523
311-0000-368.10-66 Series 2019 GO Improvment	2,805,102	(60,145)	2,744,957
311-0000-368.21-01 Premium From Bond Sale	560,313	(4,986)	555,327
311-0000-391.01-00 From General Fund	2,750,000	0	2,750,000
<b>Totals:</b>	<b>10,875,625</b>	<b>(65,131)</b>	<b>10,810,494</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	8,000	950	8,950
311-0000-601.20-22 Construction Contracts	18,500	(7,392)	11,108
311-0000-601.20-23 Arch/Eng/Landscaping Serv	406,200	208,016	614,216
311-0000-601.20-30 Electric Service	31,036	14,547	45,583
311-0000-601.20-33 Water & Sewer	8,964	(7,620)	1,344
311-0000-601.20-69 Stormwater Fee	0	850	850
311-0000-601.40-41 Bond Sale Expense	168,195	0	168,195
311-0000-601.90-02 Buildings	2,827,493	0	2,827,493
311-0000-601.90-03 Improvements	3,057,430	497,397	3,554,827
311-0000-601.90-06 Purchases \$5,000 & Over	4,349,807	(771,879)	3,577,928
<b>Totals:</b>	<b>10,875,625</b>	<b>(65,131)</b>	<b>10,810,494</b>

**Model City Coalition (GP1834)**

<b>Revenues:</b>	\$	\$	\$
311-0000-364.30-00 From Non-Profit Groups	1,535	0	1,535
311-0000-368.10-51 Series 2015 A (Oct) GO PI	43,960	(37,076)	6,884
<b>Totals:</b>	<b>45,495</b>	<b>(37,076)</b>	<b>8,419</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	13,000	(13,000)	0
311-0000-601.20-23 Arch/Eng/Landscaping Serv	10,000	(10,000)	0
311-0000-601.90-03 Improvements	22,495	(14,076)	8,419
<b>Totals:</b>	<b>45,495</b>	<b>(37,076)</b>	<b>8,419</b>

**Veterans Memorial (GP2032)**

<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	19,657	(19,657)	0
311-0000-368.21-01 Premium From Bond Sale	1,541	(1,541)	0
<b>Totals:</b>	<b>21,198</b>	<b>(21,198)</b>	<b>0</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	21,198	(21,198)	0
<b>Totals:</b>	<b>21,198</b>	<b>(21,198)</b>	<b>0</b>

**Fire Facilities/Capital (GP2003)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-368.10-47 2014 A GO Bonds	0	132	132
311-0000-368.10-51 Series 2015 A (Oct) GO PI	0	37,076	37,076
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	7,090	7,090
311-0000-368.10-66 Series 2019 GO Improvment	551,160	343,196	894,356
311-0000-368.21-01 Premium From Bond Sale	80,239	8,107	88,346
311-0000-391.01-00 From General Fund	235	0	235
<b>Totals:</b>	<b>631,634</b>	<b>395,601</b>	<b>1,027,235</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.20-23 Arch/Eng/Landscaping Serv	25,000	0	25,000
311-0000-601.40-41 Bond Sale Expense	6,634	0	6,634
311-0000-601.90-03 Improvements	600,000	395,601	995,601
<b>Totals:</b>	<b>631,634</b>	<b>395,601</b>	<b>1,027,235</b>

**Bays Mtn Amphitheatre (GP2035)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-368.10-66 Series 2019 GO Improvment	54,000	0	54,000
311-0000-391.01-00 From General Fund	0	100,000	100,000
<b>Totals:</b>	<b>631,634</b>	<b>100,000</b>	<b>154,000</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.90-03 Improvements	54,000	100,000	154,000
<b>Totals:</b>	<b>54,000</b>	<b>100,000</b>	<b>154,000</b>

**Account Number/Description:**

**General Fund: 110**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-1005-405.80-51 SBK Animal Control	215,800	45,000	260,800
110-4804-481.70-36 General Project Fund	2,425,000	100,000	2,525,000
110-4810-481.20-99 Miscellaneous	1,323,374	(100,000)	1,223,374
110-4890-901.60-01 Future Appropriations	64,324	(45,000)	19,324
<b>Totals:</b>	<b>4,028,498</b>	<b>0</b>	<b>4,028,498</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Sewer Project Fund: 452</u></b>			
<b><u>Sewer Line Imp (SW2009)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391.05-56 Series 2019 GO Improvment	\$ 73,400	\$ (73,400)	\$ 0
452-0000-391.42-00 From Sewer Fund	301,998	(108,796)	193,202
<b><i>Totals:</i></b>	<b>75,797</b>	<b>(182,196)</b>	<b>193,202</b>
<b><u>Expenditures:</u></b>			
452-0000-606.90-26 Sewer Extensions	\$ 40,000	\$ (40,000)	\$ 0
452-0000-606.90-27 Sewer Taps	20,000	(13,140)	6,860
452-0000-606.90-28 Sewer Improvements	315,398	(129,056)	186,342
<b><i>Totals:</i></b>	<b>75,797</b>	<b>(182,196)</b>	<b>193,202</b>
<b><u>Sewer Line Imp O&amp;M (SW2101)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391.05-56 Series 2019 GO Improvment	\$ 0	\$ 73,400	\$ 73,400
452-0000-391.42-00 From Sewer Fund	250,000	108,796	358,796
<b><i>Totals:</i></b>	<b>250,000</b>	<b>182,196</b>	<b>432,196</b>
<b><u>Expenditures:</u></b>			
452-0000-606.90-26 Sewer Extensions	\$ 40,000	\$ 0	\$ 40,000
452-0000-606.90-27 Sewer Taps	20,000	10,000	30,000
452-0000-606.90-28 Sewer Improvements	190,000	172,196	362,196
<b><i>Totals:</i></b>	<b>250,000</b>	<b>182,196</b>	<b>432,196</b>
<b><u>System Improvements SLS (SW2005)</u></b>			
<b><u>Revenues:</u></b>			
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	\$ 310,429	\$ 0	\$ 310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812	0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000	0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	509,800	(65,000)	444,800
<b><i>Totals:</i></b>	<b>1,550,041</b>	<b>(65,000)</b>	<b>1,485,041</b>
<b><u>Expenditures:</u></b>			
452-0000-606.20-23 Arch/Eng/Landscaping Serv	\$ 200,000	\$ (65,000)	\$ 135,000
452-0000-606.90-03 Improvements	1,350,041	0	1,350,041
<b><i>Totals:</i></b>	<b>1,550,041</b>	<b>(65,000)</b>	<b>1,485,041</b>

**West Kingsport SLS Repl (SW1708)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
452-0000-391.05-45 Series 2016 GO (Nov 4)	4,140,000	0	4,140,000
452-0000-391.05-47 Series 2017 B GO Bonds	2,060,000	0	2,060,000
452-0000-391.05-56 Series 2019 GO Improvment	213,000	65,000	278,000
452-0000-391.42-00 From Sewer Fund	570,000	0	570,000
<b>Totals:</b>	<b>6,983,000</b>	<b>65,000</b>	<b>7,048,000</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
452-0000-606.20-23 Arch/Eng/Landscaping Serv	603,000	65,000	668,000
452-0000-606.90-01 Land	35,000	0	35,000
452-0000-606.90-03 Improvements	6,345,000	0	6,345,000
<b>Totals:</b>	<b>6,983,000</b>	<b>65,000</b>	<b>7,048,000</b>

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

\_\_\_\_\_  
PATRICK W. SHULL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



**AGENDA ACTION FORM**

**Awarding the Bid for the Purchase of Two (2) High Top Passenger Vans**

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

Action Form No.: AF-41-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Committee  
 Presentation By: C. McCartt, S. Hightower

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**

Bids were opened on December 29, 2020 for the purchase of two (2) High Top Passenger Vans for use by KATS. The advertisement for the Invitation to Bid was published in the Kingsport Times News on December 13, 2020 and placed on our website for 16 calendar days. It is the recommendation of the committee to accept the low compliant bid from Central States Bus Sales for two (2) 2021 Ford Transit U4XDRW Forest River Van:

	\$69,075.00	Unit Cost
less	<u>\$2,125.00</u>	Trade-In Allowance Equipment # 1914
	\$136,025.00	Total Purchase Price

Funding is identified in Project/Account # FTA-029 12359026029006 & FTA-033 12359026029006

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ Photo

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *JW*

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO HIGH-TOP PASSENGER VANS TO CENTRAL STATES BUS SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened December 29, 2020, for the purchase of two (2) high-top passenger van for the use by the Kingsport Area Transit Service; and

WHEREAS, the city will receive \$2,125.00 for a trade-in allowance for vehicle #1914; and

WHEREAS, upon review of the bids, the board finds Central States Bus Sales is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase two (2) 2021 Ford Transit U4XDRW Forest River high-top passenger vans from Central States Bus Sales, at a total purchase cost of \$136,025.00, which includes the deduction of the \$2,125.00 trade-in allowance; and

WHEREAS, funding is identified in # FTA-029 12359026029006 & FTA-033 123590260 29006.

Now therefore,

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

SECTION I. That the bid for the purchase of two (2) 2021 Ford Transit U4XDRW Forest River high-top passenger vans at a total purchase cost of \$136,025.00, which includes the deduction of the \$2,125.00 trade-in allowance, is awarded to Central States Bus Sales, and the city manager is authorized to execute a purchase order for the same.

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
 BID OPENING  
 December 29, 2020  
 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

HIGHTOP PASSENGER VANS					
Vendor:	Friendship Ford of Bristol	Central States Bus Sales	Creative Bus Sales	Alliance Bus Group	Alliance Bus Group
Quantity:	2	2	2	2	2
Unit Cost:	\$76,263.00	\$69,075.00	\$74,261.00	\$68,174.00	\$72,694.00
Trade-In #1914:	\$7,500.00	\$2,125.00	\$500.00	\$3,600.00	\$3,600.00
Option to Purchase Future Vehicles:	\$76,263.00	\$69,475.00	\$75,411.00	\$68,174.00	\$72,694.00
Make/Model:	2021 Hightop Medium Duty Transit Van	2021 Ford Transit U4XDRW Forest River Van	Drivege Ford Transit 350 DRW	2021 Mobility Trans X2X	2021 Mobility Trans X9X
Delivery Time:	190 Business Days	180 Business Days	180 Business Days	120 Business Days	120 Business Days

The submitted bids will be evaluated and a recommendation made at a later date.

# Hightop Van Vendors

Email Address	Business
richard@thebuscenter.com	Mid-South Bus Center
charvill@centralstatesbus.com	Central States Bus Sales
tamijacobs@alliancebusgroup.com	Alliance Bus Group
tlove@friendshipauto.com	Friendship Automotive



**FLEET MAINTENANCE DEPARTMENT**

**City of Kingsport, Tennessee**

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Chris Campbell, Transit Manager  
 Steve Hightower, Fleet Manager  
**Date:** January 8, 2021  
**Re:** High Top Passenger Van - Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor for use by the Transit Department. It is recommend to accept the trade in offering for unit #1914 in the amount of \$2,125. Accepting the trade offering will make a final average price of \$68,012 per unit. It is further recommended to accept the "Option to Purchase Future Vehicles" from the same vendor due to compliance concerns with the lower priced offering.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	2	Ford Transit U4X	Central States Bus Sales	14 City/ 19 Hwy

**Low Compliant Bidder**

Central States Bus Sales was compliant in all major aspects of the minimum specification requirements for the High Top Vans(s) specified.

The lower priced offering of Alliance Bus Group did not meet the minimum specifications with regards to the GVWR requirement or the engine cooling system hose requirement. The minimum GVWR requirement was 9,500# and the Alliance offering was 9,250#. Additionally, specifications require "Gates Green Strip, or equivalent" silicone cooling systems hoses. Silicone based cooling system hoses can last up to the life of the unit and are heavily utilized within the fleet to reduce downtime and repair expenses. Alliance's offering was manufacturer's OEM standard black rubber hoses which have a very limited life expectancy in a heavy use fleet environment.

**These units will be Transit Department Replacements**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is approximately 180 days from award notification with 15 days to correct inspection deficiencies with a \$50 dollar a day penalty assessed for non-compliance.

The bid offerings were reviewed with the Transit Department's Manager, Chris Campbell, who is agreement with this recommendation. A confirming email of agreement will be attached.

**Fuel Economy Improvement**

55%

A 55% fuel economy improvement is expected to be realized with the newer van engine type.

**Trade In(s)**

- 1. Trade in(s):
  - a. 1914 - 2009 Ford Braun Paratransit Van – Age: 12 Years – 8.54 MPG
  - b. 113,972 miles
  - c. Trade Offering: \$2,125

**Origin/ Dealer Information**

- 1. New Unit(s) Chassis Origin of Manufacture:
  - a. Chassis – Kansas City, Kansas
- 2. Completed Unit Content:
  - a. 74.45 % Domestic/ 25.55 % Foreign Materials
- 3. Van Body Up-fitter:
  - a. Forest River Van – Elkhart, Indiana
- 4. New Unit(s) Dealer:
  - a. Central States Bus Sales Inc. – Lebanon, TN.

Should you have any questions about this recommendation, please do not hesitate to contact us.

Thank you.



Nikisha,

After discussing the most recent van bid with Steve, I concur with the recommendation to purchase the vehicles from Central States Bus as proposed in their submittal. If you have any questions please let me know.

Thank you,

**Chris Campbell, AICP**  
Public Transportation Manager  
Kingsport Area Transit Service  
900 East Main Street Kingsport, TN 37660  
423.224.2857  
[ChrisCampbell@KingsportTn.gov](mailto:ChrisCampbell@KingsportTn.gov)  
[www.KingsportTransit.org](http://www.KingsportTransit.org)





## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Various Fleet Maintenance Items

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

Action Form No.: AF-42-2021  
 Work Session: February 1, 2021  
 First Reading: N/A

Final Adoption: February 2, 2021  
 Staff Work By: Committee  
 Presentation By: C. McCartt, R. McReynolds

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on January 7, 2021 for the purchase of various fleet maintenance inventory items stocked at the Fleet Maintenance Department warehouse located @ 625 W. Industry Drive. The bid was issued to secure pricing for a twelve month time frame and included a total of 245 items to be purchased on an as needed basis.

The bid invitation was publicly advertised on December 9, 2020 in the Kingsport Times News and downloadable bid documents were posted on the Purchasing Department's website for a time period of 29 calendar days. Bids were received from 7 vendors and low bids from one of those vendors were in excess of \$50,000.00 for various items. As a result of that bidder's offering pricing on various items in excess of \$50,000.00 BMA approval is required for that bid only. Seven bidders are to be awarded purchase orders as a result of their replies to this bid.

The bid from Southern Tire Mart offered low pricing for various items totaling \$82,791.93.

The City is not required to purchase any of the items from this bid unless and until those items are needed as defined by the requirements of the bid. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation to Bid. Funding is identified in account number 5110000141000.

#### Attachments:

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

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *20*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDING THE BID FOR PURCHASE OF  
VARIOUS FLEET MAINTENANCE ITEMS TO SOUTHERN TIRE  
MART AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened January 7, 2021, for the purchase of various fleet maintenance inventory items stocked at the Fleet Maintenance Department warehouse located at 625 West Industry Drive; and

WHEREAS, upon review of the bids, the board finds that Southern Tire Mart is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or services desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase various fleet maintenance inventory items as set out in the Fleet Maintenance bid opening minutes, available for review at <https://www.kingsporttn.gov/city-services/purchasing/> from Southern Tire Mart at an amount up to \$82,791.93; and

WHEREAS, funding is identified in account number 5110000141000.

Now therefore,

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

SECTION I. That the bid for purchase of fleet maintenance inventory items as set out in the "Various Fleet Maintenance Items Bid Award Summary Bid Opening Date – January 7, 2021" attached hereto as Exhibit A and further detailed in the "Various Fleet Items- Bid Opening date January 7, 2021 available for review at <https://www.kingsporttn.gov/city-services/purchasing/>, for use by the fleet department is awarded to Southern Tire Mart at an amount up to \$82,791.93, and the city manager is authorized and directed to execute a purchase order for the same.

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## ATTACHMENT A

### Various Fleet Maintenance Items Bid Award Summary

**Bid Opening Date – January 7, 2021**

Vendor	Purchase Order #	Amount
Hutcheons Petroleum Corp.	X02031	\$27,406.65
Summers Hardware & Supply Co.	X02032	\$6,041.79
General Rubber & Plastic	X02033	\$837.20
Newbegin Enterprises Inc.	X02034	\$17,416.47
Ken Smith Auto Parts	X02035	\$2,968.78
Ford Systems Inc.	X02036	\$294.58
Southern Tire Mart LLC	X02037	\$82,791.93



AGENDA ACTION FORM

**Apply and Receive the Assistance to Firefighters Grant (AFG) through the U.S. Fire Administration of the Federal Emergency Management Administration (FEMA) Division of the Department of Homeland Security (DHS)**

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

Action Form No.: AF-24-2021  
Work Session: February 1, 2021  
First Reading: N/A

Final Adoption: February 2, 2021  
Staff Work By: Chief Boyd  
Presentation By: Chief Boyd

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

The Kingsport Fire Department (KFD) is eligible to apply for a FEMA for Assistance to Firefighters Grant (AFG). This program is designed to meet the firefighting and emergency response needs of the fire departments and nonaffiliated emergency medical services organizations. The Grant Programs directorate of the Federal Emergency Management Agency administers the grants in cooperation with the U.S. Fire Administration.

The grant will be for Personal Protective Equipment (PPE), cleaning and decontamination washers and dryers. The heavy duty units clean PPE after emergency incidents to reduce contaminants, cancer causing agents, and extend the life of the PPE. The funds will be used to purchase (4) extractors and (6) dryers at a cost of \$120,000.00. The grant funds 90% with a 10% city match. The matching funds will come out of GP2003.

**Attachments:**

- 1. Resolution

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *202*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE UNITED STATES FIRE ADMINISTRATION OF THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION DIVISION OF THE DEPARTMENT OF HOMELAND SECURITY FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, the Federal Emergency Management Administration (FEMA), a division of the U.S. Department of Homeland Security, has Assistance to Firefighters Grants available to the Kingsport Fire Department; and

WHEREAS, the grant is \$120,000.00 and would be used to purchase Personal Protective Equipment (PPE), (4) extractors and (6) dryers which are heavy duty units to clean PPE after emergency incidents to reduce contaminates, cancer causing agents, and extend the life of the PPE; and

WHEREAS, the grant will require a local match of ten (10%) percent (\$12,000.00), which funds are available GP2003.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a grant from the United States Department of Homeland Security through the Federal Emergency Management Administration (FEMA) for an Assistance to Firefighter Grant to purchase Personal Protective Equipment (PPE), (4) extractors and (6) dryers at an approximate cost of \$120,000.00, and with a required local match of ten (10%) percent, which funds are available.

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

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Amend Agreement with Barge Design Solutions, Inc. for Stormwater Mapping and Associated Asset Management – Phase II**

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

Action Form No.: AF-35-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Chad Austin / Chris Alley  
 Presentation By: Ryan McReynolds

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

Continuation of services associated with stormwater infrastructure inventory and mapping is needed to complete the database for the City's existing stormwater system. This database will allow for easy import to the City's GIS and integration with Cartegraph (asset management). The collected data will provide a seamless incorporation into the asset management / work order software, regulatory compliance, future stormwater maintenance planning, and future hydraulic capacity analysis.

Phase II field data collection includes, but is not limited to, an inventory of structures (inlets, outlets, outfalls), and the associated conveyance connections (pipes or open channels).

It is recommended to amend the agreement with Barge Solutions Inc. for Phase II to continue the services for a complete database of the City's existing stormwater system in the amount of \$124,500.00. Funding is available and identified in ST2103.

**Attachments:**

1. Resolution
2. Barge Proposal

Funding source appropriate and funds are available: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *me*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Otterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR STORMWATER MAPPING AND ASSOCIATED ASSET MANAGEMENT PHASE II AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, Barge Design Solutions has been working with the city since March 2020 to compile inventory and mapping of the city's existing stormwater infrastructure; and

WHEREAS, continuation of Phase II will include, but is not limited to, an inventory of structures (inlets, outlets, outfalls), and the associated conveyance connections (pipes or open channels); and

WHEREAS, it is recommended to amend the agreement with Barge Solutions Inc. for Phase II to continue the services for a complete database of the city's existing stormwater system in the amount of \$124,500.00; and

WHEREAS, funding is available and identified in ST2103.

Now therefore,

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

SECTION I. That an amendment to the agreement with Barge Design Solutions, Inc. Phase II of the project to compile inventory and mapping of the city's existing stormwater infrastructure, said amendment to provide an inventory of structures (inlets, outlets, outfalls), and the associated conveyance connections (pipes or open channels) at a cost of not more than \$124,500.00 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the amendment to the agreement with Barge Design Solutions, Inc. to provide for the Phase II of the project to compile inventory and mapping of the city's existing stormwater infrastructure, said amendment to provide an inventory of structures (inlets, outlets, outfalls), and the associated conveyance connections (pipes or open channels) and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution.

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

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



October 27, 2020

Mr. David Edwards  
City of Kingsport Stormwater Department  
225 West Center Street  
Kingsport, Tennessee 37660

RE: Proposal for Stormwater Mapping and Associated Asset Management – Phase II,  
Kingsport, TN

Dear David:

Barge Design Solutions, Inc. (Barge) appreciates the opportunity to provide the City of Kingsport (City) with this proposal for services associated with continuing our stormwater infrastructure inventory and mapping for the City of Kingsport's existing stormwater system.

## 1.0 PURPOSE

Barge has been providing assistance to the City for compiling the inventory and mapping of their existing stormwater infrastructure since March 2020, referred to as Phase I, and has been expanding on the City's existing mapping, which already included numerous catch basins and a majority of the outfalls. The main tasks with Phase I have included mapping and attributing the missing pipes and open channel features that connect the catch basins, inlets, junction boxes, and other stormwater structures to the outfalls to create a complete database for the City's stormwater system. The data has been collected and developed using the City's GIS schema to allow for easy import into the production GIS and integration with Cartegraph. Based on the current status of what Barge has mapped and inventoried over Phase I and what the City already had mapped prior to Phase I, we estimate that approximately 10-15% of the City's entire stormwater infrastructure system will have been mapped after completion of Phase I. During the course of Phase I to date, there were approximately 16% of the structures and 47% of the pipes that were not mapped. Phase II will be a continuance of the services where Phase I leaves off.

The initial plan prior to the field work beginning was to only collect 15" diameter pipes and larger. After mapping the Pilot Area, we discovered that approximately 50% of pipes in the system had a diameter of 12 inches; therefore, Barge has mapped everything 12" and above.

## 2.0 SCOPE OF SERVICES

### Task 1 – Field Data Collection

Data will continue to be collected and processed as it has been in Phase I, which is summarized below.

System connectivity and attributes will be developed by collecting, at a minimum, the stormwater system features necessary to complete a contiguous stormwater system network from the stormwater systems' outfalls upstream to the stormwater structures connected by 12-inch diameter pipes and larger (includes open channels between 12-inch pipes and outfalls). Storm drains smaller than 12-inch diameter, yard piping, and private storm drainage systems are assumed to be excluded from the field data collection effort.

To maximize the benefit of this investment by the City, we propose collecting a level and format of data for structures visited that allows for seamless incorporation into (1) asset management / work order software, (2) regulatory compliance, (3) future stormwater maintenance planning, and (4) future hydraulic capacity analyses. Items (3) and (4) do not appear to be immediate needs for the City, but the attributes to allow for these future benefits adds a fractional amount of effort when



Mr. David Edwards  
October 27, 2020  
Page - 2

already visiting a stormwater structure. We propose to collect the following attributes for the structures visited as part of the field data collection effort as a foundation for the City to incrementally continue as an added value to their inventory database:

- Simple condition grade – include a condition grade while collecting the field data that can be used to prioritize future maintenance planning activities. The proposed simplified format will include guidance protocol for the City's future application: Failed (less than 50% of intended capacity and needs repair), Poor (failing and needs replacement in next ten years, Good (functioning as intended, no near-term replacement needed)
- Invert measure downs – measure downs from rim of structure to pipe inverts. When paired with contour data, this will allow for quick capacity calculations of individual areas in the drainage system for localized flood mitigation and level of service analyses.

The data collection will be performed by crews equipped with tablet computers and smartphones to identify stormwater structures and collect relevant attributes, including a mapping-grade position on the structures using the GPS-enabled devices. The mobile devices will be equipped with Kingsport-specific data forms for populating in the field, which will help with accuracy and provide consistent formatting via dropdown selection menus, checkboxes, and toggle buttons. Spatially-enabled photographs will be taken with the device to automatically tie-in with the data form.

Each structure in the inventory will have a unique numeric identifier, stormwater attributes consistent with the City's current inventory, a photograph, a condition grade, pipe measure downs, and mapping-grade horizontal coordinates associated with the structure. The existing identifiers will be maintained for existing data, and the completed stormwater network will include flow direction on conveyance features.

Data collection tasks are anticipated to include:

- Collect field data using project and City standards per outlined procedures to efficiently assimilate the required data.
- QC the surveyed data by systematic spot-checks and comparison to existing GIS data.
- Format the collected information for incorporation into the City's GIS database.
- Transfer to the City for continued use.
- Production of overview maps indicating extent of inventory and in a format for incorporation into annual report for MS4 permit.
- Photographs of existing structures and pipe inlets in their current condition.
- The horizontal accuracy for the location data is mapping grade (sub centimeter). The vertical accuracy is sub five centimeters. Survey elevations are included.
- Slope will be calculated on all pipes.

The following assumptions were made to develop the fee for the effort:

- All structures in the existing inventory require a field visit. The assumed field data collection effort in this Phase II proposal includes an inventory structures (inlets, outlets, outfalls) and the associated conveyance connections (pipes or open channels).
- The stormwater system to be inventoried has right-of-way access and no entry to private property is required.



Mr. David Edwards  
October 27, 2020  
Page - 3

- Inaccessible structures will be noted in the geodatabase for informational purposes.
- The basic condition assessment is assumed to be completed visually during the field data collection. Structures will be noted that require pole camera or CCTV investigation.

### 3.0 AGREEMENT

The not to exceed budget for Phase II of this project is \$124,500.00. These services will be conducted in accordance with this proposal and estimated costs.

Thank you for the opportunity to be of service to the City. If you have any questions or require additional information, please do not hesitate to contact me at 423-723-8450.

Sincerely,

**Barge Design Solutions, Inc.**

A handwritten signature in blue ink, appearing to read "Nelson Elam".

Nelson Elam  
Vice President

cc: Mr. Matt Clabaugh, Barge Design Solutions, Inc.

Enclosures

Barge project # P952212



AGENDA ACTION FORM

**Awarding the Bid for the Construction of a Fire Training Facility Classroom**

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

Action Form No.: AF-47-2021  
Work Session: February 1, 2021  
First Reading: N/A

Final Adoption: February 2, 2021  
Staff Work By: Committee  
Presentation By: S. Boyd

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
Bids were opened on December 16, 2020 for the construction of a Fire Training Facility Classroom for use by the Fire Department. Bids were received from 6 contractors for this solicitation. It is the recommendation of the committee to accept the apparent low compliant bid from Beuris Construction, Inc. in the amount of \$797,877.00 and authorize contingency in the amount of \$47,873.00.

Funding is identified in Project GP2003.

- Attachments:**  
1. Resolution  
2. Bid Opening Minutes

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *20*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AWARDDING THE BID FOR THE FIRE TRAINING FACILITY CLASSROOM PROJECT TO BEURIS CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened December 16, 2020, for the Fire Training Facility Classroom for use by the Fire Department; and

WHEREAS, upon review of the bids, the board finds Beuris Construction, Inc., is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the for the construction of a fire training facility classroom with Beuris Construction, Inc., at an estimated construction cost of \$797,877.00; and

WHEREAS, funding is identified in project numbers GP2003.

Now therefore,

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

SECTION I. That the bid for the Fire Training Facility Classroom for use by the Fire Department, at an estimated cost of \$797,877.00 is awarded to Beuris Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
 BID OPENING  
 December 16, 2020  
 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Dawn Melton, Project Manager; Steve Hutton, Steve K. Hutton & Associates; Shea Payne, Fire Dept. Capt.; Joel Jones, Fire Dept. Senior Captain; Terry Arnold, Deputy Chief

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

KINGSPORT FIRE TRAINING FACILITY						
Vendors:	Burwill Construction Co.	Armstrong Construction Co. Inc.	Beuris Construction Inc.	Goins Rash Cain Inc.	Mitch Cox Construction Inc.	Construction Partners LLC
Base Bid	\$1,071,000.00	\$1,067,500.00	\$797,877.00	\$879,000.00	\$879,184.00	\$919,000.00
Alt 1:	\$27,000.00	\$24,600.00	\$33,000.00	\$25,300.00	\$26,100.00	\$33,900.00
Alt 2:	\$51,000.00	\$32,280.00	\$33,000.00	\$39,500.00	\$38,000.00	\$42,000.00
Alt 3:	\$9,000.00	\$7,450.00	\$8,000.00	\$9,400.00	\$4,956.00	\$9,700.00
Alt 4:	\$29,000.00	\$36,230.00	\$33,000.00	\$35,000.00	\$29,137.00	\$45,000.00
Alt 5:	\$92,000.00	97,100.00	\$82,000.00	\$90,300.00	\$78,498.00	\$99,500.00
Start Days	60	30	14	14	14	70
Completion Days	150	300	210	240	140	180

The submitted bids will be evaluated and a recommendation made at a later date.



AGENDA ACTION FORM

**Amend Agreement with Barge Design Solutions, Inc. for Main Street Redevelopment**

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

Action Form No.: AF-49-2021  
Work Session: February 1, 2021  
First Reading: N/A  
Final Adoption: February 2, 2021  
Staff Work By: Michael Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
Additional National Environmental Policy Act (NEPA) services are necessary for Main Street redevelopment due to a portion of the property being listed on the National Register. The additional services include the NEPA re-evaluation and supplemental archaeological evaluations as reflected in the cultural resources survey report.

It is recommended to amend the agreement with Barge Design Solutions Inc. for additional NEPA services to include prepare and submit associated documentation to TDOT / FHWA for re-evaluation in the amount of \$41,161.00. Funding is available and identified in GP1516.

**Attachments:**  
1. Resolution  
2. Barge Proposal

Funding source appropriate and funds are available: *gm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 2017, the board approved a resolution authorizing the mayor to sign an agreement with Barge Design Solutions Inc. for the Main Street Redevelopment Project; and

WHEREAS, due to a portion of the property being listed on the National Register for being a historical site, additional National Environmental Policy Act (NEPA) services are necessary which include the NEPA re-evaluation and supplemental archaeological evaluations as reflected in the cultural resources survey report; and

WHEREAS, staff recommends amending the agreement with Barge Design Solutions, Inc. for additional NEPA services to include prepare and submit associated documentation to TDOT/FHWA for re-evaluation in the amount of \$41,161.00; and

WHEREAS, funding is available and identified in GP1516.

Now therefore,

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

SECTION I That an amendment to the agreement with Barge Design Solutions, Inc. for the Main Street Redevelopment Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement Barge Design Solutions, Inc., for the Main Street Redevelopment Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 2nd day of February, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY





January 27, 2021

Mr. Michael Thompson  
Assistant Public Works Director  
City of Kingsport  
225 W. Center Street  
Kingsport, TN 37660

RE: Additional NEPA Services  
Main Street Redevelopment Project

Dear Mr. Thompson:

The following additional services include the NEPA Re-evaluation and supplemental archaeological and architectural evaluations required to prepare a Section 4(f) use for Parcel 17 due to the property being listing on the National Register. Barge proposes the following Scope of Services.

**SCOPE OF WORK**

**Task 1 – NEPA Re-evaluation**

- 1. Prepare and submit NEPA documentation to TDOT for re-evaluation.

**Task 2 – Section 4(f) Reports**

- 2. Provide necessary field work, laboratory analysis, and prepare report. Refer to the attached Cultural Resource Analysts, Inc. scope for details associated with archaeological and architectural services.
- 3. Prepare and submit the TDOT/FHWA documentation.
- 4. Incorporate revisions/comments from TDOT.

**SCHEDULE**

Below is a milestone schedule for the completion of the 4(f) Reports upon receipt of a written Notice to Proceed (NTP). The following tentative dates are based on a NTP of February 3, 2021.

<b>Task</b>	<b>Duration</b>	<b>Tentative Completion Date</b>
Prepare SHPO Letter (permission to dig)	1 week	February 10, 2021
SHPO Review/Approval	30 days	March 12, 2021
Field Work	1 Week	March 19, 2021
Report Submittal	3 Weeks	April 9, 2021
SHPO & TDOT Review/Approval	30 days	May 10, 2021
Respond to Comments	1 week	May 17, 2021

The current project schedule has execution of the construction contract being complete mid-May.

Mr. Michael Thompson  
January 27, 2021  
Page - 2

**COMPENSATION**

Compensation for the services described is as follows:

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Fee</b>
1	NEPA Re-evaluation	CPM	\$5,861.00
2	Section 4(f) Reports	CPM	\$35,300.00
<b>TOTAL</b>		<b>Not To Exceed</b>	<b>\$41,161.00</b>

Please let me know if you have any questions regarding the proposal for additional services.

Sincerely,

**Barge Design Solutions, Inc.**



Jennifer A. Salyer  
Project Manager

c: Nelson Elam, Barge Design Solutions

Barge project # 36455-00



---

**PROPOSAL TO CONDUCT PHASE I CULTURAL RESOURCES SURVEY FOR THE CITY OF  
KINGSPORT ROADWAY IMPROVEMENTS**

**SULLIVAN COUNTY, TENNESSEE**

January 27, 2021

Submitted to:

Annie Bavis  
Regulatory Specialist  
annie.bavis@bargedesign.com  
D 615-252-4315  
Barge Design

---

Cultural Resource Analysts, Inc.'s (CRA) is pleased to provide this proposal to conduct a phase I cultural resources survey in support of roadway improvements in the City of Kingsport. The following document includes our understanding of the project, as well as our scope of work, schedule, and cost estimate. The information on this project was provided by Ms. Annie Bavis via an email dated January 19, 2021.

**Project Description**

The project includes roadway improvements beginning near the intersection of Clay Street and Main Street in downtown Kingsport. The proposed improvements will occur moving east from that intersection approximately 0.91 miles until the project terminus at East Sullivan Street. A portion of the proposed construction easement and ROW falls within the National Register of Historic Places (NRHP) listed Clinchfield Railroad Station. The lead agency for the project is the Federal Highways Administration and is being directed by the Tennessee Department of Transportation (TDOT) Local Programs.

The archaeological Area of Potential Effects (APE) consists of the footprint of the project (Figure 1). No excavations will occur outside these boundaries. CRA assumes that the APE for the historic architectural resource survey will include properties located in or immediately adjacent to the project footprint.

**Scope of Work**

The field work, laboratory analysis, and deliverables will be completed in keeping with the standards set forth by the Tennessee Division of Archaeology (TDOA) and the Tennessee Historical Commission (THC).

As a portion of the project encroaches upon an NRHP listed property, TDOT requires that the consultant obtain a letter from the Tennessee Division of Archaeology (TDOA) and/or the State Historic Preservation Office prior to fieldwork stating that archaeological shovel testing will not result in an adverse effect to the listed Clinchfield Railroad Station. A TDOA permit for excavations will also be obtained prior to survey.



### **Archaeological Background Research**

The background research for this project will consist of an examination of available documents to provide an archaeological context for the resources in the area. The archaeological site files maintained by the Tennessee Division of Archaeology (TDOA) in Nashville will be consulted prior to field work to determine if any known sites are located in the project area or within one mile of it. Information on recent surveys in the vicinity will also be gathered to provide information on where sites might be located within the project area. Tennessee 811-one call will be contacted prior to the survey to mark any existing utility lines.

### **Archaeological Field Work**

The entire proposed project area will be subjected to pedestrian survey. Pedestrian survey will be conducted by walking parallel transects across the entire project area. Pedestrian survey will be supplemented by screened shovel testing. The majority of the project area is covered in concrete and no subsurface testing will occur in those areas. Shovel tests will be excavated in non-paved areas, where necessary.

Shovel tests will be excavated at a 20-meter interval on transects spaced 20 meters apart in areas with less than 50 percent surface visibility and less than 15 percent slope. No shovel tests will be excavated in areas of obvious disturbance. Where applicable, each test will measure approximately 30 centimeters square and will be excavated to the sterile subsoil, but not deeper than 70 cm. If deposits extending beyond 70 cm are encountered, a bucket auger will be used to determine the depth of the deposit if possible. If there is a positive shovel test, the interval between the tests will be reduced to 10 meters and the transect will continue until two consecutive negative tests are encountered. All of the excavated soils will be screened through 0.25-inch mesh hardware cloth and all of the recovered artifacts retained for analysis. Records on each shovel test will be maintained throughout the project and will include total depth, soil stratigraphy, artifacts recovered, soil texture, and Munsell color. A GPS receiver will be used to record the location of each transect and positive shovel test, as well as the boundaries of any sites and the locations of landmarks along the route. It is estimated that up to 35 shovel tests will be needed to complete the single transect associated with the survey. No shovel tests will be excavated outside of the project area. For budgetary purposes, we have estimated that one previously unrecorded site will be documented during the survey. It is estimated that an additional 5 shovel tests will be needed to delineate this site.

Any artifacts recovered will be placed in paper bags marked with the appropriate provenience information. Each bag will be issued a sequential bag number and that number recorded on a bag list. Notes on the overall project will be taken by the field director, along with appropriate photographs of the project area and any sites recorded. Photographs of representative shovel tests will also be taken.

### **Laboratory Analysis**

Upon arriving at CRA's laboratory, the recovered artifacts will be checked against the master bag list maintained in the field to assure that all materials are accounted for. The artifacts will then be cleaned in a manner appropriate to the material, allowed to dry, then placed in acid-free plastic bags with zip-type



closures marked with the appropriate provenience information. The materials will be sorted and catalogued in keeping with the guidelines provided by the TDOA.

Analysis of the artifacts will focus on describing the physical properties and determining the material and date of manufacture of each item, as well as its function, method of manufacture, and any decorative techniques that might have been applied. The resulting analysis will be presented in tabular form, which will be included in the technical report. A sample of diagnostic artifacts will be photographed. Following completion of the analysis of artifacts, they will be prepared for permanent curation in keeping with the requirements set forth by the TDOA. Curation will be at a facility to be agreed upon by TDOT.

### **Architectural History Background Research**

Work will commence with a review of survey records maintained by the Tennessee Historical Commission (THC) to identify any previously recorded architectural resources located within the APE. Pre-field research also will include a review of historic maps and property records to identify those properties within the APE that contain resources 45 years of age or older.

### **Architectural History Fieldwork**

The records review will be followed by fieldwork during which CRA personnel will visit the project area and record all aboveground buildings and structures 45 years of age or older located within the project's APE. Documentation will include mapping, digital photography of the property and its view to the project area, and notes regarding the building's character-defining features, materials, and condition. Based on a review of historic topographic maps and aerials, CRA estimates potential for up to 50 historic architectural resources within the APE.

The APE includes the National Register-listed Clinchfield Railroad Station. Documentation of this property will be sufficient to support an assessment of effects and Section 4(f) evaluation.

Based on preliminary information, portions of the APE also may merit consideration as a historic district. If fieldwork confirms the potential for a historic district, CRA will complete limited fieldwork beyond the APE to establish an appropriate district boundary. Such fieldwork would include documentation of streetscapes and representative examples of property types to justify the recommended boundary.

All documentation will occur from the public right of way unless owner permission is explicitly granted. CRA will not be responsible for contacting property owners in advance of fieldwork to attempt to gain access. If potentially eligible resources are identified, CRA will attempt to gain information about the building's interior from the property owner. If the owner cannot be reached at the time of fieldwork, CRA will leave a form requesting additional information at the property per the Tennessee Department of Transportation (TDOT) procedures.

Following fieldwork, CRA personnel will conduct additional property-specific research for sites that appear potentially eligible for listing in the NRHP. This may include deed research, review of census records, and additional research in local repositories and online databases, as determined appropriate for each site based on its integrity and potential significance.



---

## **Deliverables**

A summary of the field results will be provided to Barge in an email at the conclusion of the field work. The results of the archaeological survey will be presented in a detailed technical report. The report will provide a project description, methods, and field results. Project base maps showing areas surveyed and resources recorded during the investigation will also be included, along with appropriate photographs. The physical setting, temporal affiliation, and general description of each archaeological site recorded will be included in the archaeological report, along with a discussion of the artifacts recovered. The eligibility of each archaeological site for inclusion on the National Register of Historic Places (NRHP) will be discussed, along with our recommendations for avoidance or additional research, if any. In addition, a state site form for each site will be prepared prior to submission of the draft report.

In regards to architectural history, the results of the investigation will be documented in a detailed technical report meeting the specifications of THC and TDOT. The report will summarize the records review and field results. Clearly ineligible resources will be “charted” per TDOT guidelines. Each potentially eligible resource will be documented with a narrative description, historical information, NRHP evaluation, and assessment of effects (if recommended eligible). If a potential historic district is identified, it will be addressed as a single entity, with sufficient information provided regarding each individual resource within the district boundary and within the APE to justify the contributing or non-contributing status of the resource. (C/NC status will not be provided for resources outside the APE.) A Section 4(f) assessment will be provided for each listed or eligible property identified. The Clinchfield Railroad Station is expected to qualify as a de minimis use and meet the Section 4(f) exemption. The report will include all appropriate maps and photographs to illustrate the results. A THC survey form will be completed for any newly-recorded historic architectural resources.

A draft of each report will be provided to the client for initial review as a Portable Document Format (PDF) document. Once any comments have been received, the final Draft PDF Reports will be submitted for regulatory review.

Once comments have been received, the Final Reports will be prepared which will incorporate any required revisions. Two hardcopies of the final report will be provided to the client, if requested.

## **Personnel**

Mr. Travis W. Hurdle will serve as CRA’s project manager for this project. The Principal Investigator for the archaeological survey will be Andrew Bradbury, RPA. The fieldwork will be conducted by two qualified archaeologists with experience conducting phase I surveys.

The architectural historian will exceed the Secretary of Interior’s Standards in History.



---

## **Schedule**

We are prepared to begin work on the project immediately following signed authorization. The file search will be conducted prior to the fieldwork. CRA will draft a letter for the TDOA and SHPO to review the project and to seek agency concurrence that shovel testing will not constitute an adverse effect to the NRHP listed Clinchfield Railroad Station. No fieldwork can occur until concurrence is received from the agencies. Legally, the agencies have 30 days to respond to this letter, however they typically do not take the full time. The archaeological survey will require approximately 2 days in the field to complete. The architectural survey will require 4 days. The draft report will be submitted to the client within 15 business days of completion of fieldwork.

## **Assumptions**

The following assumptions have been made when preparing the scope of work and estimated cost for this project. These are not intended to be all-inclusive, and it is recognized that unforeseen changes and circumstances may result during the course of the project. Should these situations arise, CRA will, in a timely manner, address specific scope or budget issues with Barge to reach an agreement for any needed contract modifications and additional compensation per our standard rate schedule.

### *General Assumptions*

- No issues with property access will be encountered.
- Client will handle all private and commercial landowner contact prior to fieldwork. CRA will not research or contact landowners prior to survey. Only one mobilization is included in this scope of work. If any landowner forces CRA to leave their property, we will contact the client immediately.
- CRA is not responsible for lawn damage on private or commercial property. The sod cap will be carefully removed and replaced after excavations. CRA will make every attempt to return the land back to its original condition.
  
- No extended periods of bad weather will occur during the fieldwork.
- No presentations or meetings will be required as part of this project.
- Project Area was calculated from client provided KMZ file (Figure 1).
- Shovel testing will be conducted in unpaved areas only, where applicable.
- No shovel tests will be excavated outside the project area (Figure 1) under this contract.
- No more than 40 shovel tests will be excavated.
- No more than 1 archaeological site will be recorded.
- No deposits extending beyond one meter in depth will be encountered.
- No more than 25 artifacts will be recovered.
- CRA estimates potential for up to 50 historic architectural resources within the APE.



Figure 1. Aerial image showing proposed project area.





AGENDA ACTION FORM

**TBI Management Control Agreement between City Police Department and IT Department**

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

Action Form No.:	AF-43-2021	Final Adoption:	February 2, 2021
Work Session:	February 1, 2021	Staff Work By:	Interim Chief Phipps
First Reading:	N/A	Presentation By:	Interim Chief Phipps

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The Criminal Justice Information System (CJIS) refers to the system of information network of devices managed, maintained and operated by the Tennessee Bureau of Investigations (TBI). "The City IT Department does not meet the definition of a criminal justice agency as contained in the Department of Justice regulations pertaining to management of CJIS..." Therefore, this agreement will exist to ensure that guidelines regarding CJIS regulations are adhered to by the City IT Department and are "adequately promulgated, monitored and enforced by the City Police Department." The TBI is the regulatory body overseeing all CJIS components and requires frequent audit of CJIS information records. This action will authorize the Mayor to sign the agreement.

- Attachments:**
1. Resolution
  2. Copy of Management Control Agreement

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING A MANAGEMENT CONTROL AGREEMENT BETWEEN THE TENNESSEE BUREAU OF INVESTIGATION, THE CITY OF KINGSPORT IT DEPARTMENT AND THE CITY OF KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Bureau of Investigation (TBI) is the regulatory body overseeing all Criminal Justice Information System (CJIS), which refers to the system of information network of devices managed; and

WHEREAS, this agreement will exist to ensure that guidelines regarding CJIS regulations are adhered to by the City IT Department and are adequately promulgated, monitored and enforced by the City Police Department.

Now therefore,

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

SECTION I. That a Management Control Agreement with the Kingsport Police Department, the Kingsport City IT Department, and the Tennessee Bureau of Investigation is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Management Control Agreement with the Kingsport Police Department, the Kingsport City IT Department, and the Tennessee Bureau of Investigation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Management Control Agreement  
Kingsport Police Department and Kingsport City IT Department

This agreement is entered into on the effective date hereinafter set forth and between the parties signatory hereto.

As used in this agreement, unless otherwise required by context, the terms "criminal justice information systems" and systems refers to the criminal information systems and attached devices managed, maintained and operated by the: 1) Tennessee Bureau of Investigation (TBI), inclusive of the Tennessee Information Enforcement System (TIES) and the Tennessee Crime Information System (TCIS); 2) Federal Bureau of Investigation (FBI), inclusive of the National Crime Information Center (NCIC) and Interstate Identification Index (III) systems; and 3) collective body of states, inclusive of the International Justice and Public Safety Network (NIets).

As used in this agreement, unless otherwise required by context, the term "guidelines" refers to the comprehensive collection of standards specifically referenced in federal and state laws, rules, regulations, policies and procedures, with regards to the aforementioned systems. In addition, the CJIS Security Addendum appended hereto is incorporated by reference and made a part hereof, as if fully appearing herein.

The Kingsport City IT Department does not meet the definition of a criminal justice agency as contained in Department of Justice (DOJ) regulations pertaining to management of criminal justice information systems in Title 28, Code of Federal Regulations, Part 20, Subpart A.

Whereas these systems are dedicated solely to the storage and retrieval of criminal justice information and access of these systems and use of information obtained from these systems is specifically restricted to criminal justice agencies; and,

Whereas the Kingsport City IT Department seeks authorization to use these criminal justice information systems in performing those duties exclusively authorized by federal and state law.

Therefore, this Management Control agreement exists between the signatory parties to ensure that the guidelines incumbent upon all criminal justice agencies relative to the use of these systems are wholly adopted and adhered to by the Kingsport City IT Department and adequately promulgated, monitored and enforced by the Kingsport Police Department.

As evidenced by the authorized signature(s) affixed hereto, the Kingsport City IT Department agrees to delegate the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to guarantee the delivery of such level and priority of information systems service as is needed by the criminal justice community and as may be required by those guidelines.

As evidenced by the authorized signature(s) affixed hereto, the law enforcement official(s) agrees to accept the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to assume responsibility for exercising management control as may be required by those guidelines.

Management control is herein defined as the authority to set and enforce priorities for the: 1) operation of those hardware and software components used to access the aforementioned criminal justice systems; and 2) utilization of communication circuits and devices connecting components to those systems. Specifically, any request regarding use of said components or systems for non-criminal justice purposes will be evaluated and, if approved, subsequently prioritized by the law enforcement officials to protect the interests of the criminal justice community.

Management control is further herein defined as the authority to set and enforce basic standards for the selection and supervision responsibilities of the non-criminal justice agency, relative to only those personnel who may be designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems. Those standards, set forth in the rules of the Tennessee Crime Information Center (Chapter 1395-1-1) establish: 1) minimum qualifications for employment as contained in Tennessee Code Annotated (TCA); 2) background investigation requirements for those persons meeting employment qualifications; and 3) TBI's network training and certification requirements for authorized system usage. The standards pertaining to supervision responsibilities may require action by the non-criminal justice agency up to and including, complete and permanent restriction of an employee from any position designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems.

Finally, management control is herein defined as the authority to set and enforce policy governing the operation of the hardware and software components, telecommunications circuits, and systems referred to in this agreement. Those policies are contained in the published guidelines of TBI, FBI and Nlets and include the restrictions applicable to agency personnel regarding matters of access and dissemination limitations.

Kingsport City IT Department expressly retains complete authority to set and enforce: 1) priorities for the operation and use of any component, circuit or computer system not herein referenced; 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

This agreement shall not become effective until reduced to writing and executed by both parties hereto, and may be altered or amended at any time by the mutual agreement of the parties.

This agreement shall continue in effect until terminated by the unanimous consent of the parties hereto or superseded by a subsequent agreement issued by TBI.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**BILL LEE**  
Governor

**TENNESSEE BUREAU OF INVESTIGATION**

901 R.S. Gass Boulevard  
Nashville, Tennessee 37216-2639  
(615) 744-4000  
TDD (615) 744-4001



**DAVID RAUSCH**  
Director

**Management Control Agreement**  
**Kingsport Police Department and Kingsport City IT Department**

This agreement is entered into on the effective date hereinafter set forth and between the parties signatory hereto.

As used in this agreement, unless otherwise required by context, the terms "criminal justice information systems" and systems refers to the criminal information systems and attached devices managed, maintained and operated by the: 1) Tennessee Bureau of Investigation (TBI), inclusive of the Tennessee Information Enforcement System (TIES) and the Tennessee Crime Information System (TCIS); 2) Federal Bureau of Investigation (FBI), inclusive of the National Crime Information Center (NCIC) and Interstate Identification Index (III) systems; and 3) collective body of states, inclusive of the International Justice and Public Safety Network (Nlets).

As used in this agreement, unless otherwise required by context, the term "guidelines" refers to the comprehensive collection of standards specifically referenced in federal and state laws, rules, regulations, policies and procedures, with regards to the aforementioned systems. In addition, the CJIS Security Addendum appended hereto is incorporated by reference and made a part hereof, as if fully appearing herein.

The Kingsport City IT Department does not meet the definition of a criminal justice agency as contained in Department of Justice (DOJ) regulations pertaining to management of criminal justice information systems in Title 28, Code of Federal Regulations, Part 20, Subpart A.

Whereas these systems are dedicated solely to the storage and retrieval of criminal justice information and access of these systems and use of information obtained from these systems is specifically restricted to criminal justice agencies; and,

Whereas the Kingsport City IT Department seeks authorization to use these criminal justice information systems in performing those duties exclusively authorized by federal and state law.

Therefore, this Management Control agreement exists between the signatory parties to ensure that the guidelines incumbent upon all criminal justice agencies relative to the use of these systems are wholly adopted and adhered to by the Kingsport City IT Department and adequately promulgated, monitored and enforced by the Kingsport Police Department .



INTERNATIONALLY ACCREDITED SINCE 1994

As evidenced by the authorized signature(s) affixed hereto, the Kingsport City IT Department agrees to delegate the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to guarantee the delivery of such level and priority of information systems service as is needed by the criminal justice community and as may be required by those guidelines.

As evidenced by the authorized signature(s) affixed hereto, the law enforcement official(s) agrees to accept the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to assume responsibility for exercising management control as may be required by those guidelines.

Management control is herein defined as the authority to set and enforce priorities for the: 1) operation of those hardware and software components used to access the aforementioned criminal justice systems; and 2) utilization of communication circuits and devices connecting components to those systems. Specifically, any request regarding use of said components or systems for non-criminal justice purposes will be evaluated and, if approved, subsequently prioritized by the law enforcement officials to protect the interests of the criminal justice community.

Management control is further herein defined as the authority to set and enforce basic standards for the selection and supervision responsibilities of the non-criminal justice agency, relative to only those personnel who may be designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems. Those standards, set forth in the rules of the Tennessee Crime Information Center (Chapter 1395-1-1) establish: 1) minimum qualifications for employment as contained in Tennessee Code Annotated (TCA); 2) background investigation requirements for those persons meeting employment qualifications; and 3) TBI's network training and certification requirements for authorized system usage. The standards pertaining to supervision responsibilities may require action by the non-criminal justice agency up to and including, complete and permanent restriction of an employee from any position designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems.

Finally, management control is herein defined as the authority to set and enforce policy governing the operation of the hardware and software components, telecommunications circuits, and systems referred to in this agreement. Those policies are contained in the published guidelines of TBI, FBI and Nlets and include the restrictions applicable to agency personnel regarding matters of access and dissemination limitations.

Management Control Agreement

Page 3 of 3

Kingsport City IT Department expressly retains complete authority to set and enforce: 1) priorities for the operation and use of any component, circuit or computer system not herein referenced; 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

This agreement shall not become effective until reduced to writing and executed by both parties hereto, and may be altered or amended at any time by the mutual agreement of the parties.

This agreement shall continue in effect until terminated by the unanimous consent of the parties hereto or superseded by a subsequent agreement issued by TBI.

Relinquishing Management Control, as outlined in this agreement:

  
\_\_\_\_\_  
Mark Woormer, IT Director  
Kingsport City IT Department

1-12-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Patrick W. Shull, Mayor  
Kingsport City

\_\_\_\_\_  
Date

Accepting Management Control, as outlined in this agreement:

  
\_\_\_\_\_  
Interim Chief Anthony D. Phipps  
Kingsport Police Department

1/11/21  
\_\_\_\_\_  
Date

Approved: Tennessee Bureau of Investigation

\_\_\_\_\_  
Brad Truitt, CJIS Systems Officer  
Tennessee Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Rausch, Director  
Tennessee Bureau of Investigation

\_\_\_\_\_  
Date



**AGENDA ACTION FORM**

**Amend Professional Services Agreement with Hazen and Sawyer for the West Kingsport Pump Station and Force Main Project**

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

Action Form No.: AF-21-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 It is necessary to amend Hazen and Sawyer's contract to coincide with contract time extensions granted to J. Cumby Construction for Covid-19 and weather related impacts to the West Kingsport Pump Station and Forcemain Project.

On January 20, 2021 an Administrative Change Order approved a contract time extension of 46 days for COVID-19 and 16 days for weather related delays to the project. Per this Change Order the revised substantial and final completion dates are February 4, 2021 and April 5, 2021. J. Cumby Construction has also submitted a request for an additional 56 days for the delivery delay of four Sutzer Pumps due to COVID-19. This request has not been approved because the full impact to the project cannot be determined at this time. However, the amendment to Hazen and Sawyer's agreement assumes the full 56 days will be required.

The proposed amendment to Hazen and Sawyer's agreement includes resident project inspection and construction administration services through May 21, 2021.

Existing Agreement	\$592,600
Proposed Amendment	\$ 99,920
Proposed Contract Amount	\$692,500

- Attachments:**
1. Resolution
  2. Hazen and Sawyer Proposal
  3. Change Order – Contract Time Extension

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



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

A RESOLUTION APPROVING AMENDMENT TWO TO THE PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER; FOR THE WEST KINGSPORT PUMP STATION AND FORCE MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in 2013, the board approved a resolution authorizing the mayor to sign an agreement with Hazen and Sawyer to design and prepare all documents associated with the rebuild of the 1960's vintage West Kingsport Sewer Pump and Station and Force Main Project ; and

WHEREAS, in February, 2020, the city approved an amendment to the original agreement to begin construction on Phase 2 of the project; and

WHEREAS, due to covid, weather conditions, and the delay of certain items being delivered, it has been requested to amend the agreement which includes resident project inspection and construction administration services through May 21, 2021, at the cost of \$99,920.00; and

WHEREAS, the funds for the amendment are available in SW1708.

Now therefore,

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

SECTION I. That Amendment 2 to the agreement with Hazen and Sawyer is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, Amendment 2 to the agreement with Hazen and Sawyer and appropriation of funds and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 2nd day of February, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Hazen and Sawyer  
 545 Mainstream Drive, Suite 320  
 Nashville, TN 37228 • 615.783.1515

January 25, 2021

Ms. Niki Ensor, P.E.  
 Water/Wastewater Manager  
 City of Kingsport  
 620 W. Industry Dr.  
 Kingsport, TN 37660

**Re: Amendment Request  
 Construction Administration – West Kingsport PS and Forcemain Improvements**

Dear Niki:

The project was bid on September 8, 2019 and bids were opened on October 8, 2019. A responsive low bid, J. Cumby Construction (JCC), was received and the construction notice to proceed date is February 3, 2020.

Per your request this letter is intended to outline our Amendment to extend our contract based on the time extension associated with the JCC construction contract. JCC's NTP was 2/3/20 with 305 days to substantial completion, 12/4/20, and 60 days for final completion, 2/2/21. JCC has requested additional days be added to their contract for delays related to Covid, Weather, and Sutzer Pump delivery. The Covid and Weather delay request have been reviewed and approved by the City. The Sutzer pump delay is a conservative estimate by JCC based on delivery to the US, factory testing, and site delivery. Refer to the table below.

Notice to Proceed		2/3/2020
Substantial Competition	305	12/4/2020
Final completion	60	2/2/2021
Total Contract	<u>365</u>	days
Covid days	46	3/20/2021
Weather days	16	4/5/2021
Sutzer Pumps	56	5/31/2021
Total	<u>118</u>	days

Hazen's 12 month Contract Administration time and associated budget coincides with JCC's original contract time that ends 2/2/21. Based on the additional 4 months of time needed by JCC to complete construction Hazen requests a fee increase equivalent for RPR, CM, and CA services to be rendered during that time.

**Summary:** In summary, Hazen requests a total fee increase of \$99,920 for the services described.

We appreciate your consideration of this request and look forward to working with Kingsport to carry the project through the construction phase. Please let me know if you have questions or if additional information or details would be beneficial.

Sincerely,  
Hazen and Sawyer



Michael Orr, P.E.  
Project Manager

cc: Scott Woodard

**CITY OF KINGSPORT  
ADMINISTRATIVE CHANGE ORDER**

VENDOR: J Cumby Construction, Inc

P.O. #: W00230

PROJECT: WEST KINGSPORT PS & FM

ORIGINAL ISSUE DATE: 11/5/2019

#: SW1708

CURRENT DATE: 1/15/2021

CHANGE ORDER NO: 1

Contingency Authorized	\$	<b>357,780.00</b>	100%
Prior Administrative C.O.(s)	\$	-	0.0%
Amount this Administrative C.O.	\$	-	0.0%
Unexpended Contingency Balance	\$	<b>357,780.00</b>	100.0%

DESCRIPTION	AMOUNT	
Original Contract Amount	\$	<b>5,963,000.00</b>
	Additions	Deductions
Prior Change Orders	\$ -	\$ -
Previous Revised Contract Amount	\$	-
Change Order Amount	\$	\$
Reason(s) for Change Order: Extension of Contract time for days lost to COVID-19 (46 calendar days) and excessive rain (16 calendar days). Justification from Hazen and Sawyer attached. Revised Substantial Completion, including both extensions, is now set as February 4, 2021. Likewise, the Final Completion date is now set as April 5, 2021.		
Adjusted Contract Amount	<b>No Change</b>	

I, (We) the undersigned hereby certify that the changes in construction charged against the contingency authorized for the herein identified contract were made in compliance with Section 2-514 of the City of Kingsport Code of Ordinances, 2012 edition.

Will Stallard  
Project Manager (Printed)

Signatures:   
Project Manager  
  
City Manager

15 JAN 2021  
Date  
1-20-21  
Date

- Route to:
- City Recorder (Original)
  - Procurement Manager (Copy)
  - City Accountant (Copy)

NOTE: Original signature(s) required above. Facsimile is **not** acceptable.

*NO EN Dussell 01/21/21*

December 7, 2020

Mr. Will Stallard  
Kingsport Water Services Division  
1113 Konnarock Road  
Kingsport, TN 37664

**Re: West Kingsport Pump Station and Force Main**  
**Subject: COVID-19 Impact Time Extension Request**

Dear Mr. Stallard,

On March 17, 2020 J. Cumby Construction (JCC) provided their force majeure notification letter (attached) regarding the spread of COVID-19 and its potential for impact to the project.

In the months that have transpired, the spread and impact of COVID-19 across the U.S. is well known. On November 11, 2020 JCC submitted an update on COVID-19 impacted Work on this project. JCC's letter of November 11, 2020 requests an extension of the Contract Time equivalent to thirty-three (33) working days. This equates to forty-six (46) calendar days.

In review of the Contract, General Conditions Article 11 "Termination, Delays and Liquidated Damages", Part. C. "Excusable Delays" includes reference to ". . . epidemics, quarantine, restrictions . . ." as cause for an excusable delay and therefor relief to the Contractor from being charged with liquidated damages.

Hazen has reviewed relative information in the Contract documents, the information provided by the Contractor, as well as our own project records. **Hazen recommends the addition of forty-six (46) calendar days to the Contract for COVID-19 impact to field activities occurring through November 11, 2020.**

With the City of Kingsport's execution of a contract time extension, the milestone dates for Substantial Completion and Final Completion of All Work will be set as follows:

- Substantial Completion: January 19, 2021
- Final Completion: March 20, 2021

Please note, Hazen is currently evaluating other time extension requests as submitted by JCC including a request for additional time resulting from COVID-19 impact to procurement and delivery of the submersible pumps. We will advise you of our recommendation on this matter upon completion of our review.

Sincerely,  
Hazen and Sawyer



**Scott Karns**  
Senior Field Coordinator

Enclosures  
*Cc: Niki Ensor*  
*Mike Orr*  
*File*



## J. Cumby Construction, Inc

General Construction • Construction Management

November 11, 2020

Mr. Scott Karns  
Hazen and Sawyer  
545 Mainstream Dr, Suite 320  
Nashville, TN 37228

RE: West Kingsport Pump Station and Force Main  
Current Delays due to COVID-19 Pandemic – Response to Hazen request for additional information

Dear Mr. Karns:

We previously submitted our request for a time extension due to delays resulting from COVID-19 on August 21, 2020. We received a response from you (Hazen) on November 6<sup>th</sup>, requesting additional information to justify the delay request. I believe that our previous request provided that information and that the delays are self-evident. However, in an effort to move this request forward I have provided additional information below. The information is organized according to the original request with additional information provided for each time period.

- June 17 – June 30 – Nine crew members were out due to COVID-19. This comprised the entire concrete crew that was executing the valve vault. The valve vault construction, a critical path item, was put on hold. Every schedule that has been submitted to Hazen to date has shown the valve vault concrete on the critical path. Miscellaneous work continued onsite with the remaining staff that was not quarantined, but the work was not critical path work. This was a delay of ten working days to our project schedule.
- July 15<sup>th</sup> – July 19<sup>th</sup> - Critical crew members, including the crane operator, were out due to COVID-19. The demolition contractor, E. Luke Green, was unable to work due to lack of crane support. The structural and mechanical demolition, critical path items, were put on hold. This was a delay of three working days.
- July 20<sup>th</sup> – July 24<sup>th</sup> – Critical path work was shut down due to COVID-19 related absences, only one laborer was onsite. The only work that was completed was forming and pouring the curb for the block building. This was a delay of five working days to our project schedule.
- July 27<sup>th</sup> – July 31<sup>st</sup> – JCC continue to have unexpected absences due to COVID-19. However, direct delays to the critical path are difficult to demonstrate. Although productivity delays were experienced, no time extensions are requested for this week.
- July 20<sup>th</sup> – August 6<sup>th</sup> – Entropy Coating Solutions' mobilization was delayed due COVID-19. Mobilization was scheduled for July 20<sup>th</sup> but was delayed until August 6<sup>th</sup>. Preparation and coating of the wet well and valve vault, critical path items, were

delayed thirteen days. Entropy Coating Solutions has provided documentation of this delay to JCC. Although, some of these delays, July 20<sup>th</sup> – July 24<sup>th</sup> occurred during the same time period as delays due to JCC employee absences, because this is subcontractor work, the delays are cumulative rather than concurrent. This was a delay of eighteen working days to our project schedule.

We, therefore, by this letter, request a time extension of 33 working days.

This project has been inordinately delayed by severe weather during the winter months as well as unprecedented conditions due to the COVID-19 pandemic. JCC's requests for time extensions due to delays that are allowable under the provisions of the contract have been awaiting approval for many months. The lack of response to these requests makes it exceedingly difficult for JCC to plan for the end of the project, which is rapidly approaching. If there are additional questions, I suggest a conference call to discuss so that we can move forward.

Sincerely,

**J. Cumby Construction, Inc**

A handwritten signature in blue ink, appearing to read "Bob Faulhaber", with a stylized flourish at the end.

Bob Faulhaber  
**Project Executive**





**J. Cumby Construction, Inc**  
**General Construction • Construction Management**

March 17, 2020

Mr. Scott Karns  
Hazen and Sawyer  
545 Mainstream Dr, Suite 320  
Nashville, TN 37228

**Re: West Kingsport Pump Station and Force Main, Project 50054-001 Kingsport,  
TN - Notice of Possible Delay**

Dear Mr. Karns:

J. Cumby Construction, Inc ("JCC") hereby notifies the Owner that the spread of COVID-19 is an extraordinary development beyond JCC's control that could not have been foreseen. As such, it qualifies as a force majeure event, entitling JCC to relief under the Contract. While it is too soon to quantify the impact of this situation, JCC will supplement its claim as soon as possible.

Should you have any questions, please contact me at 931-526-5158.

Sincerely,

**J. Cumby Construction, Inc**

A handwritten signature in black ink, appearing to read "Dennis Demps".

**Dennis Demps**  
**Project Manager**

December 17, 2020

Mr. Will Stallard  
Kingsport Water Services Division  
1113 Konnarock Road  
Kingsport, TN 37664

**Re: West Kingsport Pump Station and Force Main**  
**Subject: Weather Impact Time Extension Request**

Dear Mr. Stallard,

J. Cumby Construction (JCC) has submitted multiple requests for extension of the Contract Time due to weather related impacts to the project.

In review of the Contract documents, General Conditions Article 11 “Termination, Delays and Liquidated Damages”, Part. C. “Excusable Delays” includes reference to “. . . floods, . . . and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions . . .” as justification for an excusable delay and therefor relief to the Contractor from being charged with liquidated damages.

To determine abnormal or extreme weather events, the Contractor’s requests were compared to historical 30-year average precipitation records obtained from NOAA (criteria: daily precipitation events totaling  $\geq 0.10$  inch). The actual number of days each month that exceeded the 30-year average number of days for the same criteria were identified as abnormal or extreme weather events. The Contract is silent however on provisions for any additional days for “Mud/Pumping Days >1” as requested by the Contractor and shown on the attached Rainfall Totals summary.

After reviewing the Contract documents and information submitted by the Contractor, **Hazen recommends the addition of sixteen (16) calendar days to the Contract Time for weather related impacts occurring from February 3, 2020 through September 30, 2020.**

With the City of Kingsport’s execution of a Change Order to extend the contact time, the milestone dates for Substantial Completion and Final Completion of All Work would be revised as follows:

- Current Substantial Completion: January 19, 2021 (adjusted date including COVID-19 impact)
  - +16 Calendar DaysRevised Substantial Completion: February 4, 2021
  
- Current Final Completion: March 20, 2021 (adjusted date including COVID-19 impact)
  - +16 Calendar DaysRevised Final Completion: April 5, 2021

Please confirm the City’s authorization to extend the Contract Time for weather impact as reflected above.

Sincerely,  
Hazen and Sawyer



**Scott Karns**  
Senior Field Coordinator

**Enclosures**  
*Cc: Niki Ensor*  
*Mike Orr*  
*File*



**AGENDA ACTION FORM**

**Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine**

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

Action Form No.: AF-48-2021  
 Work Session: February 1, 2021  
 First Reading: N/A  
 Final Adoption: February 2, 2021  
 Staff Work By: Angie Marshall  
 Presentation By: Angie Marshall

**Recommendation:**

Approve the issuance of a Certificates of Compliance to sell wine at the following locations:

1. Discount Tobacco and Beer Mart, 2400 Fort Henry Drive
2. Jaini Market, 3717 Memorial Boulevard
3. J B Market, 4065 Fort Henry Drive

The same applicant has applied for each store.

**Executive Summary:**

A retail food store is required to file an application with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

These applications have met the requirements of TCA 57-3-806. Police background checks have been conducted with nothing found that would prevent receiving this certificate. Planning has also verified the businesses are properly zoned.

**Attachments:**

None

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Otterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



**AGENDA ACTION FORM**

**Execute an Amendment to the Agreement with BlueCross BlueShield of Tennessee, Inc.**

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

Action Form No.: AF-31-2021  
 Work Session: February 1, 2021  
 First Reading: N/A

Final Adoption: February 2, 2021  
 Staff Work By: DeCroes/Baumgardner  
 Presentation By: DeCroes

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In April 2020, the board approved the proposal of BlueCross/BlueShield of Tennessee, Inc. (BCBST) as the third-party administrator for the city’s self-funded health insurance program.

Since a multi-year rate agreement is currently in place between the City of Kingsport and BlueCross, they are issuing a 2021 Administrative Services Agreement (ASA) amendment containing only the most needed revisions to the ASA. These changes clarify administrative practices, remove obsolete language and add new legally required provisions. None of these changes the substantial terms of the agreement. The amendment is attached for the Mayor (or his designee’s) signature.

Our healthcare consultant, Mark III, has reviewed the document and recommended we accept the changes.

**Attachments:**

- 1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT WITH BLUECROSS BLUESHIELD OF TENNESSEE, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in April, 2020, the board approved the proposal of BlueCross/BlueShield of Tennessee, Inc. (BCBST) as the third-party administrator for the city's self-funded health insurance program for three years; and

WHEREAS, since that time, BCBST has provided a First Amendment to the Administrative Services Agreement containing only the most needed revisions to the ASA, which clarify administrative practices, remove obsolete language and add new legally required provisions; and

WHEREAS, none of the provisions in the amendment change the substantial terms of the agreement.

Now therefore,

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

SECTION I. That the First Amendment to the Administrative Services Agreement with BlueCross/BlueShield of Tennessee, Inc. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the First Amendment to the Administrative Services Agreement with BlueCross/BlueShield of Tennessee, Inc. and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT**  
between  
**BLUECROSS BLUESHIELD OF TENNESSEE, INC.**  
and  
**CITY OF KINGSPORT**

BlueCross BlueShield of Tennessee, Inc. ("BCBST" or "BlueCross"), and City of Kingsport ("Employer") (individually, a "Party" and collectively, the "Parties") have previously entered into an Administrative Services Agreement, effective January 1, 2020 (the "Agreement"). This is the First Amendment ("Amendment") to that Agreement.

For valuable consideration, the receipt of which is duly acknowledged the Parties agree as follows:

1. Section 1.2 is amended by adding the following at the end:  
"Employer shall provide BlueCross with a current, detailed, accurate copy of the Benefits Documents, which are attached as Exhibit A ('Benefit Documents'), and any changes to the Plan. Employer shall notify BlueCross of any planned changes Employer intends to make to the terms and/or conditions of the Benefit Documents or the Plan. Notification shall be made sufficiently in advance of any such changes so as to permit BlueCross reasonable time to review and/or implement such changes. Until Employer has approved the Benefits Documents, BlueCross will administer the quoted benefits according to the descriptions contained in Employer's Benefits Documents last accepted by BlueCross."
2. The termination date as stated in Article III, Term and Termination, is hereby extended to

December 31, 2021.

3. Section 3.9 is amended by adding the following at the end:

“BlueCross reserves the right to reduce the Final Settlement Amount to take into account the final amount due BlueCross under the Agreement. Any amounts recovered beyond the final settlement shall be retained by BlueCross as reasonable compensation for Services under this Agreement.”

4. Section 5.1.1. is amended in its entirety and replaced with the following:

“5.1.1. BlueCross shall indemnify, defend and hold harmless Employer, its directors, officers and employees against any and all third party Losses arising out of or in connection with BlueCross’s gross negligence or willful misconduct in the performance of its obligations under the Agreement, provided, however, that BlueCross shall have no obligation to indemnify and hold harmless under this section if the cause of such Losses was the result of (i) the fault, criminal conduct or fraudulent acts of Employer or any of its directors, officers, employees or agents; (ii) direction given by Employer or its directors, officers, employees or agents in the administration of the Plan; (iii) Employer’s breach of its fiduciary duties; (iv) Employer’s violation of laws; or (v) Employer’s infringement of the intellectual property rights of a third party.”

5. Section 5.2 is amended by adding the following at the end:

“Employer shall indemnify and hold harmless BlueCross, its directors, officers, employees and agents against any and all Losses arising out of, or in connection with, any of Employer’s actions or decisions relating to the administration or funding of the Plan. Further, Employer shall indemnify and hold harmless BlueCross, its directors, officers, employees and agents, for any and all Losses arising out of, or in connection with, Employer’s (i) failure to provide information or notices required under this agreement or otherwise required by law; (ii) breach of fiduciary duties under ERISA; (iii) failure to comply with COBRA, including lawsuits, IRS fines, or claims, that result from incorrect premium collection or eligibility information supplied to BlueCross; (iv) use or disclosure of Confidential Information, including unauthorized use or disclosure of BlueCross Confidential information or disclosures made by BlueCross at Employer’s direction to an Employer Services Vendor or other third party; (v) failure to comply with applicable law; (vi) liability for any Taxes or Penalties, as specified in Exhibit E to this Agreement; and (vii) infringement of any third party’s intellectual property rights.”

6. Article V is amended by adding new Sections 5.3 and 5.4 as follows:

“5.3 Limitation on Liability. In no event will the measure of Losses payable by either Party to the other include, nor will either Party be liable to the other for, any consequential, indirect, incidental, exemplary, special or punitive damages (including damages due to business interruption, trading losses, competitive advantage or goodwill) arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

5.4 For purposes of this Article V, the term ‘Losses’ shall mean any and all liability, actions, claims, lawsuits, settlements, judgments, costs, interest, penalties and expenses, including legal costs and expenses.”

7. Exhibit B to the Administrative Services Agreement, Section 1 and 2 is amended in its entirety and replaced with the following:

1. **“ASFs**. Employer shall pay to BlueCross the following ASFs during the Term of this Agreement:

**1.1 Medical ASF**

<b>Rates effective as of:</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>
Medical ASF	\$37.05 per Subscriber per month	\$37.79 per Subscriber per month
<b>Medical Main ASF</b>	<b>\$37.05 per Subscriber per month</b>	<b>\$37.79 per Subscriber per month</b>
<b>Medical Guaranteed ASF</b>	<b>\$37.05 per Subscriber per month</b>	<b>\$37.79 per Subscriber per month</b>
Chronic Care Management (Including Nurseline)	\$3.83 per Subscriber per month	\$3.83 per Subscriber per month
<b>Medical Total ASF</b>	<b>\$40.88 per Subscriber per month</b>	<b>\$41.62 per Subscriber per month</b>

1.1.1 BlueCross may adjust the above fees at any time, under the following circumstances:

- 1.1.1.1 Changes in the Plan, BlueCross' duties, legislation or regulation;
  - 1.1.1.2 Termination or addition of a subsidiary, operation or class of employees covered under the Agreement;
  - 1.1.1.3 Fluctuation of the number of Subscribers by more than 10% percent by location, state and/or in aggregate. Calculation of the Medical Total ASF was based on 659 Subscribers; or
  - 1.1.1.4 Fluctuation of the Member to Subscriber ratio by +/- 0.05. The Medical Total ASF was based on a Member to Subscriber ratio of 2.33.
- 1.1.2 If Employer terminates this Agreement prior to December 31, 2022, Employer agrees that BlueCross will not receive certain additional income it had anticipated. As liquidated damages for this termination, Employer agrees that it will pay BlueCross an amount equal to one month's Medical Total ASF, based on the last fee paid by Employer.
- 1.2 Stop Loss interface Fee

Rates effective as of:	January 1, 2021
Stop Loss Interface Fee	\$1.20 per contract per month

2. Inter-Plan Arrangements (BlueCard) Fees<sup>1</sup>. When Members access health care services outside of Tennessee, claims for those services are received by the Host Licensee where the provider is located and forwarded electronically to BlueCross for adjudication. For claims inside the network, the Member gets the benefit of access to the other Licensee's discounts and provider contracts. The currently applicable fees for such access to Host Licensee networks and for administrative processing are as follows:

Access Fees	The Access Fee is charged by the Host Blue to BlueCross for making its applicable provider network available to Employer's Members. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential BlueCross receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, BlueCross passes the Access Fee directly on to Employer.	3.79% of network savings, capped at \$2,000.00 per claim
Administrative Expense Allowance (AEA) Fee	The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to BlueCross for administrative services the Host Blue provides in processing claims for Employer's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, BlueCross passes the AEA Fee directly on to Employer.	\$5.00 per claim professional and \$11.00 per claim institutional
Nonparticipating Provider Fee		\$3.00 per claim
BlueCross Blue Shield Global Core® Fee		\$4.35 per claim Member-submitted, \$5.50 per claim professional, and \$18.55 per claim institutional

8. Exhibit C to the Administrative Services Agreement is amended by adding the following new Section 3.8:

"3.8 If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, pandemic or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with BlueCross's ability to conduct its normal business



with respect to such Members or prevents or interferes with Members' ability to access their benefits, BlueCross shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Document but is undertaken in order to minimize the effect such catastrophic event has on Members, including: (i) waiving referral, prior authorization or pre-certification requirements for medical and/or pharmacy services; (ii) waiving administrative holds and terminations due to nonpayment of premiums; (iii) allowing early refills on prescription medications; (iv) offering medical and behavioral health visits through telehealth; and (v) reducing or waiving cost-sharing obligations for services. As soon as practicable after a catastrophic event, BlueCross shall report its actions to Employer. Employer shall reimburse BlueCross for all amounts paid in good faith, or as required by law, under the circumstances and such amounts shall constitute Approved Claims for which Employer is responsible for payment, even if the charges incurred were not for services otherwise covered under the Benefits Documents."

9. Exhibit C to the Administrative Services Agreement is amended by adding the following new Section 5.9:

"5.9 No Member shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefit payment under the Plan to a third party, and such payment shall not be subject to any legal process to levy execution upon or attachment or garnishment proceedings against the payment of any claims. Benefit payments under the Plan may not be assigned, transferred, or in any way made over to another party by a Member. Nothing contained in this Agreement or the Plan shall be construed to make the Employer, Plan or BlueCross liable to any third party to whom a Member may be liable for medical care, treatment, or services. If a written authorization is provided to BlueCross by a Covered Person, BlueCross may pay a benefit directly to a provider of medical care, treatment, or services instead of the Member as a convenience to the Member; when this is done, all of the Plan's obligation to the Member with respect to such benefit shall be discharged by such payment. However, BlueCross reserves the right not to honor any direct payment request to any third party, including but not limited to, any provider. The foregoing does not preclude any assignment of payment to Medicaid to the extent required by law. Neither BlueCross, nor the Plan will honor claims for benefits brought by a third-party; such third-party shall not have standing to bring any such claim either independently, as a Member or beneficiary, or derivatively, as an assignee of a Member or beneficiary."

10. Exhibit C to the Administrative Services Agreement is amended by adding the following new Section 7.5:

7.5 Recovery Process. BlueCross, on behalf of Employer has the right to obtain a refund of an overpayment on any claim(s) paid by BlueCross to a Provider or a Covered Person. Unless otherwise agreed upon between BlueCross and the Provider, when a Provider fails to return an overpayment to BlueCross, BlueCross has the right to utilize the following mechanisms to recover the overpayment: For purposes of Sections 7.5.1 through 7.5.5 below, 'Other Plan(s)' or 'Another Plan' means any health benefit plan, including, but not limited to, individual and group plans or insurance policies that are administered or insured by BlueCross.

7.5.1 BlueCross has the right to recover overpayments from future payments owed to the Provider: (i) from the Plan, or (ii) from Other Plans, up to an amount equal to the overpayment (hereinafter 'Claim Recovery'). When BlueCross identifies an overpayment, it shall send the Provider a written communication identifying the overpayment (including the claim(s) at issue), the Provider's ability to grieve BlueCross's determination of the overpayment, and the timeline for submitting payment for the overpayment. If the Provider does not return the requested overpayment as directed, BlueCross may initiate the Claim Recovery process against future payments consistent with this section.

7.5.2 BlueCross has the right to reduce payment to a Provider by the amount necessary to recover the overpayment to such Provider and to reimburse BlueCross for the amount BlueCross reimbursed to Employer (net of fees, if any) in connection with such overpayment. Employer acknowledges and agrees that BlueCross reimburses Employer and the Plan for such overpayments to Providers with BlueCross's general funds.

7.5.3 If BlueCross has made overpayments to a Provider for more than one (1) Other Plan, BlueCross has the right to initiate Claim Recovery for two (2) or more of the overpayments collectively, against future payments owed to such Provider on behalf of Another Plan, as part of a single transaction, resulting in an overpayment recovery amount which shall be applied in accordance with BlueCross policies, which prioritize application based on the age of the overpayments, beginning with the oldest outstanding overpayment or has the right to apply the Claim Recovery process as otherwise set forth in this Section 7.5, BlueCross shall not apply recovered amounts in a manner that prioritizes Overpayments based upon the funding type of any plan.

7.5.4 Employer acknowledges that BlueCross, may, from time to time, conduct Claim Recovery with respect to contracted and non-contracted providers as permitted under the terms of any applicable

contract applicable law. If BlueCross conducts Claim Recovery, BlueCross shall record overpayments and returned funds separately and maintain claim details at the Member account, and group levels. Subject to the exception(s) set forth in this Section 7.5, Employer agrees that BlueCross will recover overpayments in accordance with its recovery process and that Employer has no separate or independent right to recover any overpayment from BlueCross, provider, or Another Plan.

7.5.5 Employer may, at its option, request on a semi-annual basis, a report on the status of all outstanding overpayments.”

11. Exhibit D to the Administrative Services Agreement is amended by adding the following new Section 16:

16. BlueCross shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or other care- related programs. These are processes that demonstrate potential improvement in access, quality, efficiency and Member satisfaction. When BlueCross institutes a care-related program, approved services provided through such programs are deemed Covered Services even if they are normally excluded under the Benefits Documents.”

12. Exhibit E to the Administrative Services Agreement, Section 6.1 is amended in its entirety and replaced with the following:

6.1 Employer retains responsibility and liability for all benefits and expenses incident to the Plan, including any federal, state or local taxes, assessments, or similar government-imposed fees, other than BlueCross's income taxes, that are related to the Plan, the Plan's Members, enrollees, or participants, or BlueCross's services under this Agreement (“Assessments”). For example, Assessments may be based on: (i) the number of covered lives in the Plan, (ii) the number of covered lives in a given geographic region, (iii) fees paid or payable to BlueCross for services provided under this Agreement, including premiums or premium equivalents, (iv) Approved Claims paid pursuant to this Agreement, or (v) other assessment methodologies that measure the relative value of benefits or services provided or delivered under the Plan. If at any time, during or after the term of this Agreement, BlueCross is required to pay any Assessment on Employer's behalf, Employer shall reimburse BlueCross an amount equal to such Assessment(s), which will be disclosed to Employer via invoice. Additionally, BlueCross pays if any taxes, penalties or interest are imposed, assessed or accrued on any Assessment, Employer will reimburse BlueCross such additional amounts equal to the tax, penalty or interest.”

13. Exhibit P to the Administrative Services Agreement is amended in its entirety and replaced with the following:

#### **PHARMACY SERVICES**

Employer has selected BlueCross to provide pharmacy benefit management services with respect to Employer's Plan.

If Employer terminates this Exhibit prior to **December 31, 2022**, Employer agrees to pay BlueCross an early termination fee of **\$100,000**.

#### **1. DEFINITIONS**

The following definitions apply for purposes of this Exhibit only.

“**Average Wholesale Price**” or “**AWP**” means the average wholesale price of a Prescription Drug. The pricing source of AWP metric unit price must be the National Drug Code (“NDC”) of the actual manufacturer of the prescription dispensed. The pricing source of AWP shall not be based on re-labeled or repackaged NDCs. For Prescription Drug Claims, AWP is based on the dispensed 11-digit NDC, as supplied by a single nationally recognized pricing source selected and disclosed by BlueCross, on the date the drug is dispensed. For compound drugs, AWP metric unit price is the proportional AWP metric unit price times the quantity dispensed for the specific ingredients in the compound on the date the drug is dispensed, as set forth in the pricing source.

“**Biosimilar Product(s)**” means a biological product that is highly similar to a U.S. Food and Drug Administration (FDA) approved biological product, known as a reference product, and has no clinically meaningful differences in terms of safety and effectiveness from the reference product.

“**Brand Drug**” means an FDA-approved drug manufactured and distributed by an innovator drug company or its licensee that is defined as a brand drug by a nationally recognized source selected and disclosed by BlueCross. Unless the language expressly states otherwise, a Brand Drug does not include Self-Administered Specialty Pharmacy Products.

“**Covered Drug(s)**” means those prescription drugs, supplies, and other items that are covered under the Plan.

“**Dispensing Fee**” means an amount paid to the Pharmacy for the professional service of filing a Prescription Drug Claim.

“**Drug Formulary**” means the list of FDA-approved prescription drugs and supplies developed by BlueCross' Pharmacy and Therapeutics Committee. The drugs and supplies included on the Drug Formulary will be modified by BlueCross from time to time as a result of factors, including, but not

limited to, medical appropriateness, pharmaceutical manufacturer Pharmacy Rebate arrangements, and patent expirations.

**“Generic Drug”** means legend drug or OTC that is identified by its chemical, proprietary, or nonproprietary name that is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient. Unless the language expressly states otherwise, a Generic Drug does not include a Self-Administered Specialty Pharmacy Products. Generic Drugs include all Single-Source Generics and Multi-Source Generics, including authorized generics, generics under exclusivity, house generics, patent litigated generics, and limited supply generics, as set forth by a nationally recognized source selected and disclosed by BlueCross.

**“Home Delivery Network”** means BlueCross’ network of Participating Pharmacies where prescriptions are filled and delivered to Members via mail delivery service.

**“Ingredient Cost”** means the Brand, Generic, or Self-Administered Specialty Pharmacy Products cost minus the Dispensing Fee and applicable taxes.

**“Manufacturer Administrative Fees”** means those administrative fees paid by manufacturers to the pharmacy benefit manager pursuant to a contract between the pharmacy benefit manager and the manufacturer in connection with the pharmacy benefit manager’s administering, invoicing, allocating, and collecting Pharmacy Rebates.

**“Member Submitted Claim”** means a paper claim submitted by a Member for Covered Drugs dispensed by a Pharmacy for which the Member paid cash.

**“Multi-Source Generics”** means a prescription medication that is approved by the FDA under a generic drug ANDA and licensed and then currently marketed by two or more generic drug manufacturers under separate ANDAs.

**“Over the Counter Drug”** or **“OTC”** means a drug available without a written prescription.

**“Participating Pharmacy”** means any pharmacy within BlueCross’ Pharmacy network licensed to provide Covered Drugs to Members.

**“Pharmacy Rebate”** is revenue received by BlueCross from rebate aggregators or pharmaceutical manufacturers, which is related to Members’ utilization of Covered Drugs. The following are specifically excluded from the definition of Pharmacy Rebate and shall be retained by BlueCross: (a) contractual obligations to BlueCross that require payment of a penalty or other amount to BlueCross if contractual obligations are not met; and (b) rebates attributable to any payment BlueCross receives for a claim that is adjudicated under the Member’s medical benefit; and (c) Manufacturer Administrative Fees.

**“Prescription Drug Claim”** means a Member Submitted Claim or claim for payment submitted by a Participating Pharmacy as a result of dispensing a Covered Drug to a Member.

**“Prescription Maximum Allowable Charge”** or **“Prescription MAC”** means a maximum unit Ingredient Cost of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules.

**“Retail 30 Network”** means BlueCross’ network of retail Participating Pharmacies that are permitted to dispense Covered Drugs to Members typically in a 30-day supply.

**“Retail 90 Network”** means BlueCross’ network of retail Participating Pharmacies that are permitted to dispense maintenance medications typically a 90-day supply.

**“Specialty Pharmacy Network”** means, for the purposes of this Exhibit, BlueCross’ network of Participating Pharmacies that are permitted to dispense Self-Administered Specialty Pharmacy Products to Members.

**“Self-Administered Specialty Pharmacy Product”** means those Specialty Pharmacy Products that a Member administers rather than a provider. Self-Administered Specialty Pharmacy Products can only be dispensed from a specialty pharmacy in the Specialty Pharmacy Network and must meet all three of the following criteria:

- (a) Require in-depth patient teaching, coordination of care, and frequent monitoring to ensure successful use;
- (b) Described by at least one of the following:
  - i. produced through genetic technology or biopharmaceutical processes;
  - ii. target a chronic, rare, genetic, or complex disease; or
  - iii. require unique handling, distribution, and/or administration; and
- (c) Are set forth in the Drug Formulary which is maintained by BlueCross (available at [www.bcbst.com](http://www.bcbst.com)), as may be amended from time to time for any reason.

All the medications set forth in the Drug Formulary have been determined by BlueCross to meet criteria (a) and (b) above. However, some products meeting criteria in (a) and (b) above may be excluded from the Drug Formulary. A Self-Administered Specialty Pharmacy Product may be added or removed from the Drug Formulary at any time for any reason.

**“Single-Source Generics”** means a Prescription Drug that is approved by the FDA under a generic drug ANDA and is licensed and then currently marketed by one generic drug manufacturer under separate ANDAs.

**“Usual and Customary Price”** or **“U&C”** means the retail price charged by a Participating Pharmacy for a Covered Drug in a cash transaction on the date the drug is dispensed.

**“Year 1”** means January 1, 2020 through December 31, 2020.

**“Year 2”** means January 1, 2021 through December 31, 2021.

**“Year 3”** means January 1, 2022 through December 31, 2022.

**2. PHARMACY SERVICES**

BlueCross will provide the following pharmacy benefit management services:

<b>Employer and Member Services</b>	
Toll-free consumer advisor number for Members	Designated account team
Coordinated eligibility submission	Benefit plan setup
Member Submitted Claim processing	Electronic claims processing
<b>Network Pharmacy Services</b>	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	ePrescribing
<b>Home Delivery Services</b>	
Customer service for Members	Benefit education
Extended Payment Program	Prescription delivery – standard
“Worry Free” Fills	Bridge supply
<b>Specialty Pharmacy Network Services</b>	
Benefit education	Prescription delivery – standard
<b>Reporting Services</b>	
Web-based client reporting	Billing reports
<b>Website Services</b>	
BlueAccess - access to benefit, drug, health and wellness information; prescription ordering capability; My RX Choices and customer service	Specialist pharmacist - access to specialized pharmacists to answer non-urgent questions via email about medications for chronic conditions.

<b>Cost Containment and Trend Management Solutions</b>		
<b><u>Solution</u></b>	<b><u>Description</u></b>	<b><u>Fee</u></b>

<b>Formulary Management</b>	Drug Formulary program based on evidence-based medicine, integrated utilization management leveraging best practice guidelines and physician expertise to comparatively review and assess new and existing drugs for safety, efficacy and cost control.	No Additional Fee
<b>Concurrent Drug Utilization Review</b>	Designed to assist with preventing drug-related adverse events. Online, real-time drug utilization analysis is performed at the point of prescription dispensing, whether the dispensing occurs at the retail Pharmacy or at the home delivery Pharmacy.	No Additional Fee
<b>Utilization Management</b>	Represents a wide variety of rules-driven programs such as prior authorization, quantity limits, and step therapy to manage trends in patient drug utilization and client drug spend. <ul style="list-style-type: none"> <li>• Prior Authorization - Review process to determine appropriateness of therapy using evidence-based criteria. Includes administrative vacation overrides and lost or stolen medications.</li> <li>• Step Therapy - Program manages Prescription Drug waste within specific therapy classes by guiding patients to first-line medications before “stepping up” to more costly second-line medications.</li> <li>• Quantity Limitations - Reduces wasteful spending in the pharmacy benefit by aligning the dispensed quantity of Prescription Drug with dosage guidelines.</li> </ul>	No Additional Fee
<b>Drug Coverage Determinations</b>	Includes initial determinations and reconsideration processes and criteria for benefit design related requests, plan exclusion reviews (clinical or administrative reviews of non-Covered Drugs), copay reviews, plan limit reviews (e.g. age, gender, days’ supply limits), administrative reviews, clinical benefit reviews and direct claim reject reviews. The initial determinations and reconsideration processes are in addition to and occur before the	No Additional Fee
	Grievance Procedure. Members may submit Grievances in accordance with the Grievance Procedure outlined in their EOC.	
<b>Integrated Benefit Management</b>	Integrated solution that provides real-time shared deductible and out-of-pocket accumulations between the medical and pharmacy benefit.	No Additional Fee
<b>Specialty Management Program</b>	Program encourages the adherence to safe and effective use of specialty drugs according to prescribed regimens. The program achieves savings by establishing benefits for specialty prescriptions, limiting distribution to preferred vendors, establishing prior authorization criteria to assure appropriate utilization, and renegotiating of drug prices annually.	No Additional Fee
<b>RxSafety</b>	Program provides enhanced fraud, waste and abuse monitoring solution focused on combating the misuse and unintentional overuse of medications in Tennessee and nationally. This program protects Members by coupling the safety components of BlueCross’ medical, behavioral and pharmacy programs by combing strategies into a holistic solution.	No Additional Fee

<b>Therapeutic Resource Centers</b>	Specialty pharmacy practices for high risk members with chronic and complex conditions. Specialist pharmacists provide personalized care, conduct safety and quality reviews, and offer information and counseling that members need to achieve healthier outcomes.	No Additional Fee
<b>High Cost Claimant Review</b>	An integrated management program targeting cost stratification and focused interventions for high dollar pharmacy claimants as part of a comprehensive Member population health solution.	No Additional Fee
<b>Vaccine Program</b>	This preventive services program broadens the reach of flu and other vaccines while reducing costs by providing a convenient and less expensive alternative through the Retail 30 Network.	No Additional Fee
<b>RationalMed</b>	Advanced solution that improves clinical and financial outcomes by integrating and evaluating medical, pharmacy, and lab data to identify critical, actionable health and safety issues and gaps in essential care, and then directs effective outreach to physicians, pharmacies, and patients.	No Additional Fee
<b>SafeGuardRx</b>	SafeGuardRx is a package of strategies aimed at lowering spend for specialty medications and improving adherence for certain chronic conditions. It includes special, personalized support for members and reimbursement for early treatment abandonment in some circumstances.	No Additional Fee

2.1 Participating Pharmacies. The amount paid to the Participating Pharmacy for Prescription Drug Claims may or may not be equal to the amount charged to Employer, and BlueCross will absorb any negative margin or retain any positive margin. Subject to applicable law, BlueCross may communicate with Members regarding benefit design, cost savings, availability and use of the selected networks, as well as provide supporting services.

A list of Participating Pharmacies is available to Members on-line. BlueCross does not direct or exercise any control over the professional judgment exercised by any pharmacist providing pharmaceutical related services.

2.2 Any reports requested upon termination will incur an *ad hoc* fee. BlueCross shall not be obligated to release such report until the fee has been paid.

### 3. PHARMACY NETWORKS

Employer has selected the following Pharmacy networks, and such networks are applicable to the guarantees outlined this section:

- a. RX04 Network – BlueCross’ national transparent Retail 30 Network. Plus90 Network – BlueCross’ Retail 90 Network.
- b. Home Delivery Network
- c. Retail Specialty Pharmacy Network - BlueCross’ Retail 30 Network and the Preferred Specialty Network of Participating Pharmacies.

### 4. PHARMACY DISCOUNT GUARANTEE

BlueCross guarantees that Employer will obtain a discount off AWP charged for Covered Drugs. Ingredient Cost and Dispensing Fee guarantees are collectively referred to as the “Pharmacy Discount Guarantee.” The Pharmacy Discount Guarantee is identified below for each of the applicable networks.

Pharmacy Discount Guarantees	Brand Drugs	Generic Drugs	Dispensing Fees
<b>Retail 30 Network (1-34 days’ supply)</b>	Year 1: AWP-18.00% Year 2: AWP-18.00% Year 3:AWP-18.00%	Year 1: AWP-79.00% Year 2: AWP-79.25% Year 3:AWP-79.50%	Year 1: \$0.50/Rx Year 2: \$0.50/Rx Year 3: \$0.50/Rx

<b>Retail 90 Network (35+ days' supply)</b>	Year 1: AWP-24.00% Year 2: AWP-24.00% Year 3:AWP-24.00%	Year 1: AWP-82.00% Year 2: AWP-82.25% Year 3:AWP-82.50%	Year 1: \$0.25/Rx Year 2: \$0.25/Rx Year 3: \$0.25/Rx
<b>Home Delivery Network (1+days' supply)</b>	Year 1: AWP-27.00% Year 2: AWP-27.00% Year 3:AWP-27.00%	Year 1: AWP-85.00% Year 2: AWP-85.25% Year 3:AWP-85.50%	Year 1: \$0.00/Rx Year 2: \$0.00/Rx Year 3: \$0.00/Rx
<b>Self-Administered Specialty Pharmacy Network</b>	Year 1: AWP-19.00% Year 2: AWP-19.00% Year 3: AWP-19.00%		Year 1: \$0.25/Rx Year 2: \$0.25/Rx Year 3: \$0.25/Rx

a. Pricing Per Prescription Drug Claim. Subject to annual reconciliation of the above Pharmacy Discount Guarantee, Employer will pay to BlueCross on a per Prescription Drug Claim basis amounts determined pursuant to the following:

i. Brand Drug will be calculated at the Ingredient Cost plus the applicable Dispensing Fee. Brand Drug Ingredient Cost will be calculated at the lesser of the applicable U&C or AWP discount price, including claims where full cost is paid by Member.

ii. Generic Drug will be calculated at the Ingredient Cost plus the applicable Dispensing Fee. Generic Drug Ingredient Cost will be calculated at the lesser of the applicable U&C, Prescription MAC (if applicable), or AWP discount price, including claims where full cost is paid by Member.

iii. The Member's copayment charged for a Covered Drug will be the lesser of the applicable copayment or Ingredient Cost.

iv. Prescription MAC pricing will be applied to all Pharmacy Networks, including (if applicable) Retail 30 Network, Retail 90 Network, Home Delivery Network and Specialty Pharmacy Network. Prescription MAC pricing applied on the Retail 90 Network and Home Delivery Network will be equal to or greater than the Prescription MAC pricing applied at the Retail 30 Network.

v. Prescription Drug Claims for re-labeled or repackaged NDCs, regardless of dispensing Pharmacy, will be denied.

b. Annual Reconciliation. Application of the Pharmacy Discount Guarantee set forth in the table above shall be subject to the following criteria and reconciliation provisions:

i. Separately for each pricing component in the table above, the following calculations will be performed for all Prescription Drug Claims processed in order to reconcile against the Pharmacy Discount Guarantee.

1. Ingredient Cost. The formula indicates the percentage reduction off of AWP Employer will receive and will be calculated as:  $\{1 - (\text{total discounted AWP Ingredient Cost (excluding Dispensing Fees and prior to application of copayments, selection penalties, and other Member paid amounts) of applicable Prescription Drug Claims for the annual period} / \text{total undiscounted AWP Ingredient Cost (both amounts will be calculated as of the date of adjudication) for the annual period})\}$ .

2. Dispensing Fee. The formula will be calculated as:  $\{\text{total Dispensing Fees (prior to application of copayments, selection penalties, and other member paid amounts) of applicable Prescription Drug Claims for the annual period} / \text{total number of Prescription Drug Claims (both amounts will be calculated as of the date of adjudication) for the annual period}\}$ .

ii. The Pharmacy Discount Guarantee excludes Compound Drugs, Biosimilar Products, powders, drugs dispensed at a long term care facility, home infusion drugs, OTCs, onsite Pharmacy claims, Self-Administered Specialty Pharmacy Products not filled through BlueCross' Specialty Pharmacy Network, Medicaid subrogation claims, Member Submitted Claims, coordination of benefit claims, discount card claims, claims from Pharmacies operated by the Department of Veterans Affairs, the Department of Defense's Military Treatment Facilities Veteran's Administration, and Indian Health Service, Tribes and Urban Indian Claims.

iii. The Pharmacy Discount Guarantee is measured and reconciled annually. It is measured in 12 month increments beginning with the first month of Year 1. The reconciliation will occur approximately 120 days after the end of each 12 month period. An excess achieved on one or more of the Pharmacy Discount Guarantees shall be used to offset a shortfall in any of the other Pharmacy Discount Guarantees. Should the actual achieved savings be less than the guarantee, BlueCross shall pay Employer an amount equal to any shortfall between the actual savings and the guaranteed result. If the reconciliation results in greater savings than the above guarantees, Employer shall retain the surplus. Subject to Final Settlement, Employer shall receive Pharmacy Discount Guarantee shortfall payment, if any, for claims incurred prior to the termination date. If the Agreement or this Exhibit is terminated prior to the completion of the applicable 12 month period, the Pharmacy Discount

Guarantee shall become null and void.

c. Guarantee Conditions. The Pharmacy Discount Guarantee is nullified if any of the following occur:

- i. BlueCross is not Employer's exclusive provider of Pharmacy benefit management services.
- ii. Implementation or addition of 100% Member cost-share Pharmacy benefit plan, under which Employer contributes nothing toward the Prescription Drug Claim costs (i.e., the only benefit the Member receives is a claim discount).
- iii. BlueCross' Specialty Pharmacy Network is not included, or a days' supply is greater than 30 days.
- iv. Employer changes its Pharmacy networks, days' supplies, benefit design, Drug Formulary, clinical or trend programs.
- v. The pricing source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated. (BlueCross reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.)
- vi. Employer makes changes to the benefits or set-up of the on-site clinic or Pharmacy which reduces the number of total Covered Drug claims submitted by more than 15%. For purposes of this calculation, the number of Covered Drug claims is defined "as the number of scripts per member per month (PMPM)." This will be calculated as part of the annual reconciliation process and compared to the baseline. The baseline is defined "as the number of scripts PMPM for the 12-month period immediately preceding the Year 1 begin date." If the annual scripts PMPM decrease by more than 15% as compared to the baseline, and it is determined that Employer made changes to the benefits or set-up of the on-site clinic or Pharmacy after the Year 1 begin date, any guarantee shortfall amounts due as a result of the annual reconciliation will be nullified.
- vii. Employer does not implement a plan design that permits Members to fill 90 days' supply at a Retail 90 Network Participating Pharmacy.

5. PHARMACY REBATE GUARANTEE

BlueCross guarantees that Employer will receive a minimum Pharmacy Rebate as identified below for each of the applicable networks.

Drug Formulary	Blue Cross Preferred Formulary			
	Retail 30 1-34 days' supply	Retail 90 35+ days' supply	Home Delivery	Self- Administered Specialty Pharmacy Products
<u>Per Brand Drug Prescription claim</u>	Year 1: \$123.78 Year 2: \$134.92 Year 3: \$140.31	Year 1: \$527.60 Year 2: \$575.08 Year 3: \$598.09	Year 1:\$527.60 Year 2:\$575.08 Year 3:\$598.09	Year 1: \$1,500.00 Year 2: \$1,635.00 Year 3: \$1,700.40

a. Annual Reconciliation. Application of the Pharmacy Rebate Guarantees set forth in the table above shall be subject to the following criteria and reconciliation provisions:

viii. The Pharmacy Discount Guarantee is measured and reconciled annually. It is measured in 12 6.

BlueCross guarantees that Employer will receive a minimum Pharmacy Rebate as identified below for each of the applicable networks.

b. Annual Reconciliation. Application of the Pharmacy Rebate Guarantees set forth in the table above shall be subject to the following criteria and reconciliation provisions:

i. The following are excluded from the Pharmacy Rebate Guarantee: Compound Drugs, Biosimilar Products, powders, drugs dispensed at a long term care facility, home infusion drugs, OTCs, claims older than 180 days, onsite Pharmacy claims, Medicaid subrogation claims, Member Submitted Claims, coordination of benefit claims, discount card claims, claims from Pharmacies operated by the Department of Veterans Affairs, the Department of Defense's Military Treatment Facilities Veteran's Administration, and Indian Health Service, Tribes and Urban Indian Claims.

ii. The Pharmacy Rebate Guarantee is measured in the aggregate and reconciled annually. The Pharmacy Rebate payment is distributed within approximately 120 days after the end of each quarter. Should the actual savings achieved be less than the Pharmacy Rebate Guarantee, BlueCross shall pay Employer the shortfall between the actual savings and the guaranteed result. If the actual



Pharmacy Rebate achieved is greater than the Pharmacy Rebate Guarantee, Employer shall retain the surplus. Subject to Final Settlement, Employer shall receive Pharmacy Discount Guarantee shortfall payment, if any, for claims incurred prior to the termination date. The Pharmacy Rebate Guarantee is measured in 12 month increments beginning with the first month of Year 1. The reconciliation will be on an incurred basis and will occur by the end of the year following each 12 month period. If the Agreement or this Exhibit is terminated prior to the completion of the applicable 12 month period, the Pharmacy Rebate Guarantee shall become null and void.

c. Guarantee Conditions. The Pharmacy Rebate Guarantee is nullified if any of the following occur:

- i. BlueCross is not Employer's exclusive provider of Pharmacy benefit management services.
- ii. Implementation or addition of 100% Member cost-share Pharmacy benefit plan, under which Employer contributes nothing toward the Prescription Drug Claims costs (i.e., the only benefit the Member receives is a claims discount).
- iii. BlueCross' Specialty Pharmacy Network is not included. Employer changes its Pharmacy networks, days' supplies, benefit design, Drug Formulary, or implements OTC plans, clinical or trend programs.
- iv. The pricing source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated. (BlueCross reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.)
- v. Employer makes changes to the benefits or set-up of the on-site clinic or Pharmacy which reduces the number of total Covered Drug claims submitted by more than 15%. For purposes of this calculation, the number of Covered Drug claims is defined "as the number of scripts per member per month (PMPM)." This will be calculated as part of the annual reconciliation process and compared to the baseline. The baseline is defined "as the number of scripts PMPM for the 12-month period immediately preceding the Year 1 begin date." If the annual scripts PMPM decrease by more than 15% as compared to the baseline, and it is determined that Employer made changes to the benefits or set-up of the on-site clinic or Pharmacy after the Year 1 begin date, any guarantee shortfall amounts due as a result of the annual reconciliation will be nullified.
- vi. Employer does not implement a plan design that permits Members to fill 90 days' supply at a Retail 90 Network Participating Pharmacy.
- vii. Employer does not implement a Pharmacy benefit design approved by BlueCross consisting of a 3-tier (generic, preferred brand and non-preferred brand) arrangement whose differential in copayment or its reasonably equivalent value for coinsurance between preferred and non-preferred drugs is at least \$15.00.
- viii. Employer (or its affiliates or agents) contracts directly or indirectly with someone else for discounts, utilization limits, Pharmacy Rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed pursuant to this Exhibit.
- ix. There is an adverse effect on the availability of Pharmacy Rebates due to a government action, change in law or regulation (or interpretation of a law or regulation), or an action by a pharmaceutical manufacturer. (BlueCross reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.) Under its Pharmacy Rebate program, BlueCross may implement Drug Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. BlueCross reserves the right to modify or replace such programs from time to time. Pharmacy Rebate Guarantees are conditioned on adherence to various Drug Formulary management controls, benefit design requirements and claims volume.

d. For purposes of the Federal Anti-Kickback Statute, these Pharmacy Rebates shall constitute and shall be treated as discounts against the price of drugs within the meaning of 42 U.S.C. 1320a 7b(b)(3)(A).

e. BlueCross represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for other pharmaceutical revenue in exchange for a reduction of Pharmacy Rebates.

All terms and conditions set forth in the Administrative Services Agreement and all prior Exhibits thereto shall remain in full force and effect and are hereby ratified, except and to the extent that such terms and conditions are superseded or modified by the provisions of this Amendment, in which case this Amendment will prevail. In accepting this Amendment, Employer acknowledges its acceptance of said Agreement to which this Amendment is annexed and made a part.

The parties have caused this Amendment to be executed by their duly authorized representatives, effective as of January 1, 2021.

**Acceptance by Payment of Fees. BlueCross expects that Employer will demonstrate its acceptance of the terms of this Amendment by signing below. In the event that Employer has**

**not signed the Amendment by the Effective Date, this Agreement will be considered accepted by and binding upon both parties if and when Employer makes a payment to BlueCross in order to receive the services described in this Amendment.**

Other Acceptable Forms of this Document. The following shall have the same legal effect as an original: facsimile copy, imaged copy, scanned copy, and/or an electronic version.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterpart shall constitute one and the same instrument.

Authorization. The undersigned persons hereby warrant that they are duly authorized to bind each of their represented parties to the terms of this Agreement.

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

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

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

ADOPTED this the 2nd day of February, 2021.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY