



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, January 6, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

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
Ryan McReynolds, Deputy City Manager
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
Scott Boyd, Fire Chief
David Quillin, Police Chief
George DeCroes, Human Resources Director
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. CAFR & Audit Review – Sid Cox, Lisa Winkle
4. Roads Update – Michael Thompson
5. Review of Items on January 7, 2020 Business Meeting Agenda
6. Adjourn

Next Work Session Tues., Jan. 21, 4pm: Neighborhood Commission; Library Strategic Plan

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.

City of Kingsport

January 7, 2020

Project Status in Pictures

1 Snapps Ferry Road Sewer Work

Current project work includes the installation of a 3" diameter sanitary sewer force main.

2 Paving - W Sullivan Street

Inhouse paving complete on W Sullivan Street. Photo credit: TimesNews/Rick Wagner

3 Kingsport Aquatic Center Expansion

The roof trusses have been set on the new pavilion/restroom building and admin addition,

4 Miracle Field

Ongoing work for the crews includes masonry work on the concession and bathroom structure.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	TDOT, MTPO and City staff met 8/13/19 to discuss scope. A revised scope and contract are expected.
\$6,320,780.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	11/19/19 - BMA approved J. Cumby contract and budget ordinance.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	Final ROW Plans submitted to TDOT 11/27/2019.
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	12/31/2020	Plans and specification have been finalized. Target bid date set for January 2020. Following rebid of West Kingsport.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	12/2/19 - Project on hold to focus efforts on recent reliability issues at the WTP high service pump house.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	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	TDOT has released Mattern & Craig to begin working on the NEPA phase.
\$3,312,698.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	6/11/2020	Perimeter ceiling grid angle being installed.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	10/31/19 - Contruction progress meeting. Factory test completed; 11/7/19- WWTP installation sequence and MOPO meeting; 11/18/19 - Contractor on site. Started electrical work at headworks and installation of SCADA computers
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Contract sent back to TDOT to be finalized.
\$2,341,130.00	Kitty Frazier	Miracle Field Complex	Construction of ball field, playground, and amenities.	5/31/2020	Concrete curbing outline of the field is complete. Asphalt paving of the field is expected to be completed by Dec. 13.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Progress meeting held on 11/6/19 to discuss future space needs and progress of design plans for expansion.

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\$2,041,600.00	Chris McCartt	Kingsport Aquatic Center Expansion	New outdoor pool and deck, new construction of administration addition. New shaded pavilion, new walk-in freezer and restroom buildout. Construction of new masonry screen wall.	4/10/2020	Roof tresses have been set on Pavilion and Admin Addition.
\$1,157,898.78	Chad Austin	Border Regions - Sanitary Sewer - Area 2 and Mitchell Road	Sanitary Sewer Extension into annexed areas around Tri Cities Crossing	5/9/2020	Site prep, clearing, grubbing, and asphalt saw cutting has began.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	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	LGIP account set up to BMA meeting on 12/17.
\$1,000,000.00	Michael Thompson	Area 11b Asphalt Paving	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews will be performing this work in Spring 2020.
\$997,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Staff met with TDOT on 9/18. Still working to address some design elements and finalize right of way.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	1/31/2020	Bridge work continues, a C.O. is being created for additional fill needed for site.
\$873,345.88	Chad Austin	I & I Sewer Rehab/Replacement	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.	2/1/2021	Portland Utilites was the low bidder. Will go to the BMA for contract award approval.
\$746,995.00	Chad Austin	Border Regions Areas 1 and 3: Sanitary Sewer (Fordtown Rd, Mitchell Rd, Bob Jobe Rd)	Extension of gravity sanitary sewer service to annexed areas in Border Regions Area.	3/7/2020	Crews installing sewer on Mitchell Rd.
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Barge Designs is working on Engineering Plans for project. We will be bidding project on following dates: Advertise, Jan. 19, 2020, Pre-Bid, Feb. 5, 20-20, Bid Opening, Feb. 12, 2020. We hope to start construction early April 2020.
\$661,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Plans are approved. Working to meet TDOT requirements to finalize the right-of-way phase.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Tank has been disinfected. Samples will be taken today. If samples pass tank will be back online tomorrow 12/20/19.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	5/29/2020	Due to temperature requirements from CSX on the paint application to the bridge this project start will be delayed until Spring 2020.
\$425,000.00	Michael Thompson	Area 10-Phase 2 Contracted Concrete	Replacing concrete roadway panels along Hollywood Drive	6/30/2020	Advertise for bid on January 5, 2020
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	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.	7/30/2021	
\$400,000.00	Michael Thompson	2020 Contracted Paving - E Sullivan Street	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2020	Scope of sewer repairs is undecided at this time. Paving will bid once a path forward is determined.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	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
\$247,595.00	Chad Austin	Border Regions Area 3 - Cox Hollow Rd. and Snapps Ferry Road - Low Pressure Sewer	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing. This particular project is for a low pressure sanitary sewer system (2" and 3" force main) along Cox Hollow Road and Snapps Ferry Road.	3/7/2020	Contract is working its way through signature phase.
	David Edwards	Lochwood Road Flooding Early Detection and Notification System	Automated flood water level monitoring and notification system for Lochwood Road. System will notify City employees of flood conditions.		Level monitoring and communication equipment ordered for the Lochwood site. Construction to begin upon delivery of equipment.

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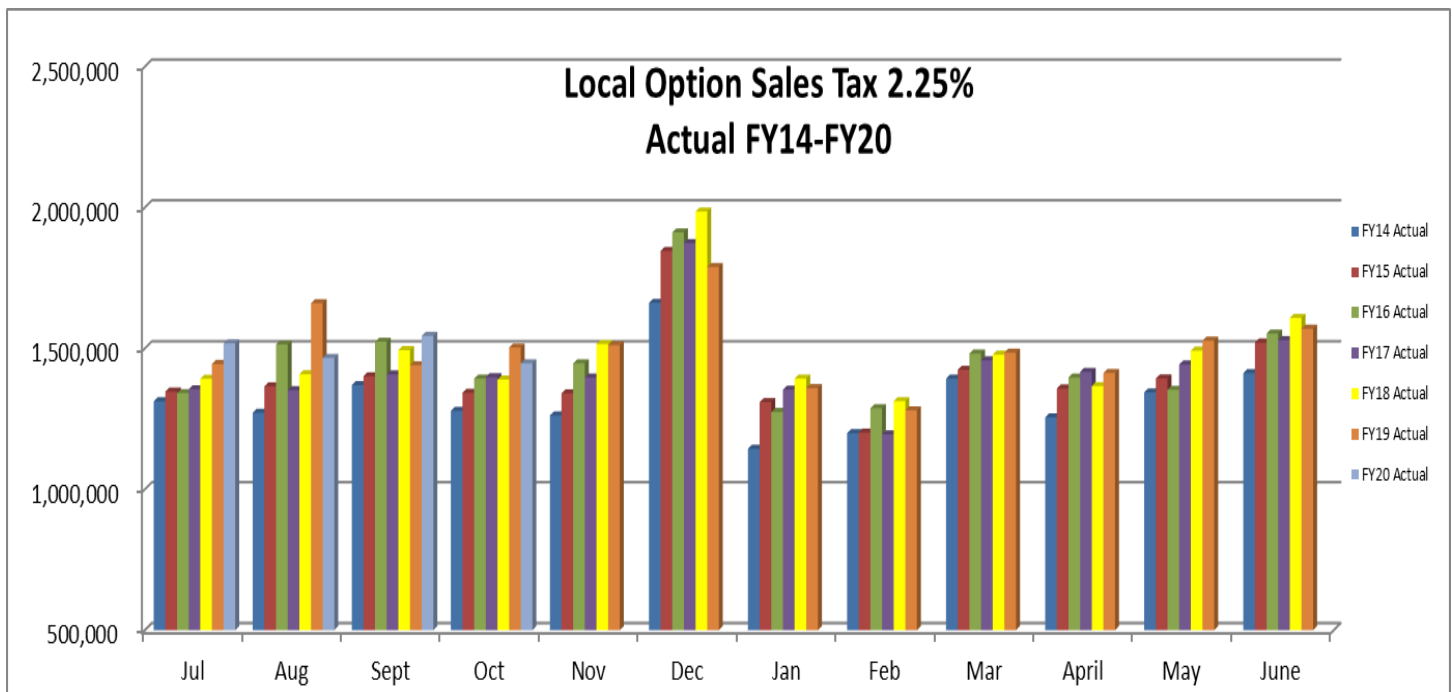
BMA Report, January 6, 2020

Financial Comments – John Morris



Local Option Sales Tax 2.25% - Five Year History

								Adopted	Variance		% of Growth	
	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY20	FY20 Over/	FY20 Over/Under	FY20 Over/Under	FY20 Over/
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Under Budget	Prev. Year Actual	Prev. Year Actual	Under Budget
Jul	\$ 1,312,286	\$ 1,346,896	\$ 1,341,027	\$ 1,354,948	\$ 1,392,147	\$ 1,444,727	\$ 1,517,710	\$ 1,474,300	\$ 43,410	\$ 72,983	5.05%	2.94%
Aug	\$ 1,271,614	\$ 1,365,262	\$ 1,513,366	\$ 1,351,703	\$ 1,408,119	\$ 1,660,189	\$ 1,466,245	\$ 1,488,900	\$ (22,655)	\$ (193,944)	-11.68%	-1.52%
Sept	\$ 1,369,878	\$ 1,401,017	\$ 1,523,474	\$ 1,407,707	\$ 1,493,952	\$ 1,440,056	\$ 1,544,462	\$ 1,445,618	\$ 98,844	\$ 104,406	7.25%	6.84%
Oct	\$ 1,278,027	\$ 1,342,308	\$ 1,392,699	\$ 1,397,511	\$ 1,389,451	\$ 1,503,032	\$ 1,447,067	\$ 1,445,705	\$ 1,362	\$ (55,965)	-3.72%	0.09%
Nov	\$ 1,261,963	\$ 1,340,457	\$ 1,446,687	\$ 1,396,643	\$ 1,515,210	\$ 1,510,894		\$ 1,519,047				
Dec	\$ 1,661,378	\$ 1,845,794	\$ 1,911,650	\$ 1,873,531	\$ 1,985,601	\$ 1,788,766		\$ 1,884,702				
Jan	\$ 1,143,685	\$ 1,309,305	\$ 1,274,292	\$ 1,353,575	\$ 1,392,917	\$ 1,358,902		\$ 1,382,547				
Feb	\$ 1,198,993	\$ 1,201,182	\$ 1,287,536	\$ 1,194,890	\$ 1,312,713	\$ 1,280,154		\$ 1,291,256				
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980		\$ 1,491,207				
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517		\$ 1,428,727				
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469		\$ 1,502,537				
June	\$ 1,411,977	\$ 1,520,599	\$ 1,552,713	\$ 1,529,681	\$ 1,608,149	\$ 1,571,086		\$ 1,579,454				
Total	\$ 15,901,589	\$ 16,848,127	\$ 17,474,902	\$ 17,177,049	\$ 17,834,085	\$ 17,982,773	\$ 5,975,484	\$ 17,934,000	\$ 120,961	\$ (72,520)	-0.78%	2.09%





AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, January 7, 2020, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

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
Ryan McReynolds, Deputy City Manager
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Jack Weikel, First Broad Street United Methodist Church

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Lt. Tom Wayt (Chief Quillin & Alderman Adler)
2. Mr. Jim Bowman – Volunteer for KPD (Chief Quillin)

Added 1/6/20

IV.B. APPOINTMENTS

- AF revised 1/7/20
1. Appointments to the Neighborhood Advisory Commission (AF: 09-2020) (Mayor Shull)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – December 16, 2019
2. Business Meeting – December 17, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Vacate Alley Right-of-Way Located Behind 904-910 E. Center St. (AF: 05-2020) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading

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

- AF revised 1/6/20
1. Enter into a Materials Agreement with School House, LLC Related to the Cherokee Bend Phase 2 Development and Appropriate the Funds (AF: 03-2020) (Ryan McReynolds)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Ordinance to Condemn (AF: 279-2019) (Mike Billingsley)
 - Ordinance – Second Reading & Final Adoption
2. Amend City Code Authorizing the City Manager, or Designee to Execute all Local Government Investment Pool (LGIP) Accounts for TDOT Projects (AF: 276-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Approval for Mayor to Sign Authorization Letter for Internet Domain Compliance (AF: 08-2020) (Mark Woomer)
 - Resolution
2. Enter into a Wellness Reimbursement Agreement with OptumHealth Care Solution's, Renew Active Program (AF: 02-2020) (Shirley Buchanan)
 - Resolution

3. Accept the Drug and Alcohol Policy Changes as Required by the Federal Transit Administration and the Federal Highway Administration (AF: 06-2020) (Terri Evans)
 - Resolution (FWHA)
 - Resolution (Federal Transit)
 - Resolution (Substance Abuse)
4. Awarding the Bid for the Purchase of One (1) 13 Yard Refuse Truck (AF: 07-2020) (Ryan McReynolds, Steve Hightower)
 - Resolution
5. Execute an Agreement with Blue Ridge Medical Management Corporation for Counseling Services for Kingsport City Employees (AF: 04-2020) (George DeCroes)
 - Resolution
6. Award Bid to Portland Utilities Construction Co, LLC for the 2019 Inflow & Infiltration (I&I) Sanitary Sewer Project (AF: 10-2020) (Ryan McReynolds)
 - Resolution
- Addition 1/6/20 7. Acceptance of FY 2019 Comprehensive Annual Financial Report (CAFR) (AF: 13-2020) (Sid Cox)
 - Accept CAFR

VII. CONSENT AGENDA

None

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

Appointments to the Neighborhood Advisory Commission

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

Action Form No.: AF-09-2020
Work Session: January 6, 2020
First Reading: N/A

Final Adoption: January 7, 2020
Staff Work By: Mayor Shull
Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Ted Fields, Wallace Grills and Jamie Jackson to their second three-year term, and to appoint Suzanne Burns to a three-year term replacing Janice Irvin. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with members serving no more than two consecutive terms. The commission is comprised of twelve (12) members who are residents of Kingsport with Alderman Adler serving as ex-officio.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Angela Braan	12/31/20	1	KPT Resident
Al Crymble	12/31/20	1	KPT Resident
Ted Fields	12/31/19	1	KPT Resident
Wallace Grills	12/31/19	1	KPT Resident
Janice Irvin	12/31/19	1	KPT Resident
Jamie Jackson	12/31/19	1	KPT Resident
Shannon Morelock	12/31/20	Fulfilling unexpired terms	KPT Resident
Julie Hammonds	12/31/20		KPT Resident
Deborah Mullins	12/31/20		KPT Resident
Margot Seay	12/31/21	2	KPT Resident
Jessica Slaughter	12/31/21	2	KPT Resident
Spencer Snook	12/31/21	2	KPT Resident

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Angela Braan	12/31/20	1	KPT Resident
Al Crymble	12/31/20	1	KPT Resident
Ted Fields	12/31/22	2	KPT Resident
Wallace Grills	12/31/22	2	KPT Resident
Suzanne Burns	12/31/22	1	KPT Resident
Jamie Jackson	12/31/22	2	KPT Resident
Shannon Morelock	12/31/20	Fulfilling unexpired terms	KPT Resident
Julie Hammonds	12/31/20		KPT Resident
Deborah Mullins	12/31/20		KPT Resident
Margot Seay	12/31/21	2	KPT Resident
Jessica Slaughter	12/31/21	2	KPT Resident
Spencer Snook	12/31/21	2	KPT Resident

Attachments:

1. Suzanne Burns Bio

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

Suzanne Burns

Suzanne has lived in Kingsport for the past 6 years with her husband John, and their dog, Penny. They have 2 sons, Robert and Jared, and 2 granddaughters. Suzanne and John love construction challenges and have really enjoyed building their home here in the downtown of Kingsport. They are always out and about, either walking with their dog, attending one of the many events happening downtown, or visiting the new restaurants and breweries that keep popping up.

After receiving her Bachelors' degree from Northeastern University in Boston, Suzanne worked in Human Resources where she was responsible for helping the company's employees with choices and understanding of their benefits programs. As her family grew, volunteering became a very big part of her life that began with schools her kids attended, and local organizations in the various communities where she lived. Some of her experience includes holding board positions with private schools and Property Owners Associations, tutoring kids through Reading and Math programs, helping to coordinate various fundraising events, and leading a group of women in a formal study program. Over the past 19 years, she has managed and operated her family rental property business, worked in customer service roles interacting face to face with clients, and managed her family construction business.

Suzanne has strong organizational and development skills, a positive attitude with a willingness to put in extra time and effort, and a big heart which causes her to want to help people and to make them happy. She is very comfortable on her own but prefers to work with teams of people to accomplish goals, and to understand more thoroughly the central issues at hand in order to develop solutions. With these skills, her friendly disposition, and her strong desire to help Kingsport retain its charm and continue moving in a positive direction, she feels she would be an excellent addition to the Neighborhood Commission.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, December 16, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **KEDB/NETWORKS UPDATE.** Craig Denison provided an update on KEDB and Clay Walker, gave information on NETWORKS. Some discussion followed.
4. **AEROSPACE PARK UPDATE.** Mark Canty, Director of Business Development for Tri-Cities Airport Authority, gave a presentation on this item and answered questions from the board. Clay Walker provided further details. Discussion ensued.
5. **PROJECTS MAPPING.** Assistant Public Works Director Michael Thompson gave details on this item, stating this map would be available on the city's website to see the status of projects throughout the city.
6. **REVIEW OF AGENDA ITEMS ON THE DECEMBER 17, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.D.2 Authorize the Final PILOT Agreement Between the Industrial Development Board of the City of Kingsport (IDBK) and Meade Real Estate, LLC (AF: 285-2019). City Manager McCartt stated this finalizes and closes the loop on this property and they will be paying full taxes. Alderman Adler asked for clarification on the process. There was considerable discussion.

VI.D.4 Bid Award for Two (2) 41-Passenger School Buses to Mid-South Bus Center (AF: 287-2019). There was some discussion on the value of used buses and their disposal.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, December 16, 2019**

The City Manager commented on the retirement of long time employee Ronnie Hammonds. There was also some discussion on the public comment section at the regular business meetings. City Attorney Billingsley provided some history of when the policy was put in place.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:23 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, December 17, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding	
Vice Mayor Colette George	Alderman Darrell Duncan
Alderman Jennifer Adler	Alderman Tommy Olterman
Alderman Betsy Cooper	Alderman James Phillips

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Gary Stidham, Sullivan County Commissioner.
- II.B. **INVOCATION:** Pastor Scott Young, Temple Baptist Church.
- III. **ROLL CALL:** By City Recorder Cox. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 1. **Dobyns-Bennett High School Cross Country (Mayor Shull).**
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.**
 1. **Reappointment of City of Kingsport Municipal Judge** (AF: 281-2019) (Mayor Shull).

Motion/Second: Duncan/Cooper, to approve:

REAPPOINTMENT OF S. CURTIS ROSE AS **KINGSPORT MUNICIPAL JUDGE** FOR A TWO-YEAR TERM EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2021.

Passed: All present voting “aye.”

2. **Appointment/Reappointments to the Emergency Communications District/E-911 Board** (AF: 282-2019) (Mayor Shull).

Motion/Second: Phillips/George, to approve:

APPOINTMENT OF MR. JOHN M. (MIKE) MCINTIRE AND REAPPOINTMENTS OF MR. KENNETH CALVERT AND DR. PATRICK H. (MICKEY) SPIVEY TO SERVE FOUR-YEAR TERMS ON THE **EMERGENCY COMMUNICATIONS DISTRICT/E-911 BOARD.**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 17, 2019**

ALL APPOINTMENTS/REAPPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND EXPIRE ON DECEMBER 31, 2023.

Passed: All present voting “aye.”

3. Appointment/Reappointment to the Board of Zoning Appeals (AF: 283-2019) (Mayor Shull).

Motion/Second: Olterman/George, to approve:

APPOINTMENT OF MS. TRACEY CHILDRESS CLEEK AND REAPPOINTMENT OF MR. JOE WHITE TO SERVE A THREE-YEAR TERM ON THE **BOARD OF ZONING APPEALS** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2022.

Passed: All present voting “aye.”

4. Appointments to the Beverage Board (AF: 284-2019) (Mayor Shull).

Motion/Second: Cooper/George, to approve:

APPOINTMENTS OF MR. MICHAEL FORRESTER AND MR. JIM WELLS TO SERVE A THREE-YEAR TERM ON THE **BEVERAGE BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2022.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

Motion/Second: George/Duncan, to approve minutes for the following meetings:

- A. December 2, 2019 Regular Work Session
- B. December 3, 2019 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Annexation Annual Plan of Services Report (AF: 275-2019) (Nathan Woods). City Planner Nathan Woods gave a brief presentation on this item.

PUBLIC COMMENT ON ITEM VI.A.1. None.

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. Ordinance to Condemn (AF: 279-2019) (Mike Billingsley).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 17, 2019**

Motion/Second: Duncan/Adler, to pass:

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

2. Amend City Code Authorizing the City Manager, or Designee, to Execute All Local Government Investment Pool (LGIP) Accounts for TDOT Projects (AF: 276-2019) (Ryan McReynolds).

Motion/Second: Phillips/George, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 2-606 RELATING TO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE LOCAL GOVERNMENT INVESTMENT POOL ACCOUNTS FOR TENNESSEE DEPARTMENT OF TRANSPORTATION PROJECTS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment FY20 (AF: 274-2019) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6841, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2020; 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. Approval of Additional Easement and Right-of-Way (AF: 278-2019) (Ryan McReynolds).

Motion/Second: George/Cooper, to approve:

APPROVAL OF ADDITIONAL EASEMENT AND RIGHT-OF-WAY

Passed: All present voting "aye."

2. Authorize the Final PILOT Agreement Between the Industrial Development Board of the City of Kingsport (IDBK) and Meade Real Estate, LLC (AF: 285-2019) (Chris McCartt)

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Motion/Second: Duncan/George, to pass:

Resolution No. 2020-096, A RESOLUTION APPROVING THE FINAL PAYMENTS IN LIEU OF AD VALOREM TAX AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE AND MEADE TRACTOR OR AN AFFILIATED ENTITY WITH RESPECT TO RETAIL AND HEADQUARTER FACILITIES IN THE CITY OF KINGSFORT, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305

Passed: All present voting “aye” except Adler voting “nay.”

3. Amend Agreement with Prairie Farms Dairy to Renew for an Additional Year (AF: 280-2019) (David Frye, Jennifer Walker).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2020-097, A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH PRAIRIE FARMS DAIRY FOR DAIRY ITEMS FOR THE KINGSFORT CITY SCHOOL NUTRITION SERVICES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ADDENDUM; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

Passed: All present voting “aye.”

4. Bid Award for Two (2) 41-Passenger School Buses to Mid-South Bus Center (AF: 287-2019) (Steve Hightower).

Motion/Second: Adler/George, to pass:

Resolution No. 2020-098, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF TWO 41 PASSENGER SCHOOL BUSES TO MID-SOUTH BUS CENTER, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

5. Approve Conveyance of Easement, Authorize the Mayor to Execute Same and Any Other Documents Necessary (AF: 288-2019) (Mike Billingsley).

Motion/Second: Cooper/Duncan, to pass:

Resolution No. 2020-099, A RESOLUTION APPROVING AN INGRESS EGRESS EASEMENT WHICH INCLUDES A PARKING LOT EASEMENT FOR PROPERTY LOCATED AT 2301 NETHERLAND INN ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENT

Passed: All present voting “aye” except George “abstained.”

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6. Bid Award for Three (3) Extended Cabs with Utility Body (AF: 289-2019) (Ryan McReynolds, Steve Hightower).

Motion/Second: George/Adler, to pass:

Resolution No. 2020-100, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF THREE EXTENDED CAB WITH UTILITY BODY TO WORLD WIDE FORD SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

7. Agreement with Club Assistant for Online Swim Meet Registration for Masters Viperfish Swim Team (AF: 286-2019) (Chris McCartt).

Motion/Second: Adler/Phillips, to pass:

Resolution No. 2020-101, A RESOLUTION APPROVING AN AGREEMENT WITH CLUB ASSISTANT FOR ONLINE SWIM MEET REGISTRATION FOR MASTERS VIPERFISH SWIM TEAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

8. Approve Issuance of Certificate of Compliance for Businesses to Sell Retail Alcoholic Beverages (AF: 277-2019) (Sid Cox).

Motion/Second: Olterman/Cooper, to approve:

CERTIFICATES OF COMPLIANCE

Passed: All present voting "aye" except George and Phillips "abstained."

VII. CONSENT AGENDA. None.

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt congratulated the DB cross country team. He announced the retirement of Barbara Lane, Ron Haynes, Ronnie Hammonds and Judy Smith with over 150 years of cumulative years with the city, noting they will be greatly missed. He also wished a Merry Christmas and safe holiday season to the staff, BMA and citizens.

B. MAYOR AND BOARD MEMBERS. Alderman Phillips stated he was sad to see Ronnie go, but hoped he enjoyed retirement. He also wished everyone a merry Christmas. Alderman Adler stated the DB band would be marching in the Rose Bowl parade on New Year's Day and thanked everyone who helped them get there. She encouraged everyone to shop local and wished happy holidays to all. Alderman Olterman congratulated the Elizabethton Cyclones on the state championship and encourage everyone to watch their local high school

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 17, 2019**

basketball teams. Alderman Duncan wished everyone a Merry Christmas and a happy new year and reminded everyone to remember the reason for the season. Alderman Cooper encouraged everyone to slow down and enjoy each other and the holiday and to make it a goal for 2020. Vice-Mayor George wished everyone a Merry Christmas, stating this the best season. She then listed many positive things that were accomplished in 2019. Mayor Shull commented on the professionalism and dedication of the workforce.

C. VISITORS. Dani Cook, Joe Carr and Malcolm Stallard made comments.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:56 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Vacate Alley Right-of-Way Located Behind 904-910 E. Center St.

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

Action Form No.: AF-05-2020
 Work Session: January 6, 2020
 First Reading: January 7, 2020

Final Adoption: January 21, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve the Ordinance vacating alley right-of-way located behind 904-910 E. Center Street

Executive Summary:

This is a request to vacate approximately 138 feet in of alley right-of-way located behind 904-910 E. Center Street, totaling 2,760 square feet. The purpose of this owner-requested vacating is to allow for the owner to utilize the vacant lot behind the buildings as additional parking for their businesses. The only utility located in the area of request is AEP, who have secured an easement from the owner for their line/poles. During their December 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on December 23, 2019.

Attachments:

1. Ordinance
2. Notice of Public Hearing
3. Legal Description
4. Map
5. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF AN UNNAMED ALLEY RIGHT-OF-WAY LOCATED BEHIND 904-910 EAST CENTER STREET SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on December 19, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on December 19, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of January 2020, and notice thereof published in the Kingsport Times-News on the 23rd day of December, 2019.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of an unnamed alley right-of-way located behind 904-910 E. Center Street within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING at a point, said point being the northerly intersecting point of Mapleoak Lane and a 20-foot alley; thence, continuing in a northeasterly direction for a distance of 138.32 feet to a point, said point being the northerly intersecting point of a 20-foot alley with a 15-foot alley also being the southeasterly corner of Tax Map 46O Group B Parcel 34; thence, continuing in a southeasterly direction a distance of 20 feet to a point, said point being the intersection point of the northeasterly corner of Tax Map 46O Group B Parcel 30 with the 20-foot alley; thence, continuing in a southwesterly direction for a distance of 138.32 feet to a point, said point being the intersecting point of Mapleoak Lane with the northwesterly corner of Tax Map 46O Group B parcel 33; thence, continuing in a northwesterly direction for a distance of 20 feet to a point, said point being the point of BEGINNING.

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:

APPROVED AS TO FORM:

SIDNEY H. COX, City Recorder

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 Tuesday, January 7, 2020, to consider the vacating of right-of-way located behind 904-910 E Center Street. 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 vacating is generally described as follows:

BEGINNING at a point, said point being the northerly intersecting point of Mapleoak Lane and a 20-foot alley; thence, continuing in a northeasterly direction for a distance of 138.32 feet to a point, said point being the northerly intersecting point of a 20-foot alley with a 15-foot alley also being the southeasterly corner of Tax Map 46O Group B Parcel 34; thence, continuing in a southeasterly direction a distance of 20 feet to a point, said point being the intersection point of the northeasterly corner of Tax Map 46O Group B Parcel 30 with the 20-foot alley; thence, continuing in a southwesterly direction for a distance of 138.32 feet to a point, said point being the intersecting point of Mapleoak Lane with the northwesterly corner of Tax Map 46O Group B parcel 33; thence, continuing in a northwesterly direction for a distance of 20 feet to a point, said point being the point of BEGINNING.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office 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.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 12/23/19

904-910 E. Center Street Alley Vacating Legal Description

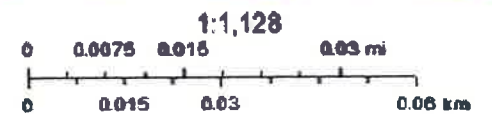
BEGINNING at a point, said point being the northerly intersecting point of Mapleoak Lane and a 20-foot alley; thence, continuing in a northeasterly direction for a distance of 138.32 feet to a point, said point being the northerly intersecting point of a 20-foot alley with a 15-foot alley also being the southeasterly corner of Tax Map 46O Group B Parcel 34; thence, continuing in a southeasterly direction a distance of 20 feet to a point, said point being the intersection point of the northeasterly corner of Tax Map 46O Group B Parcel 30 with the 20-foot alley; thence, continuing in a southwesterly direction for a distance of 138.32 feet to a point, said point being the intersecting point of Mapleoak Lane with the northwesterly corner of Tax Map 46O Group B parcel 33; thence, continuing in a northwesterly direction for a distance of 20 feet to a point, said point being the point of BEGINNING.

Aerial



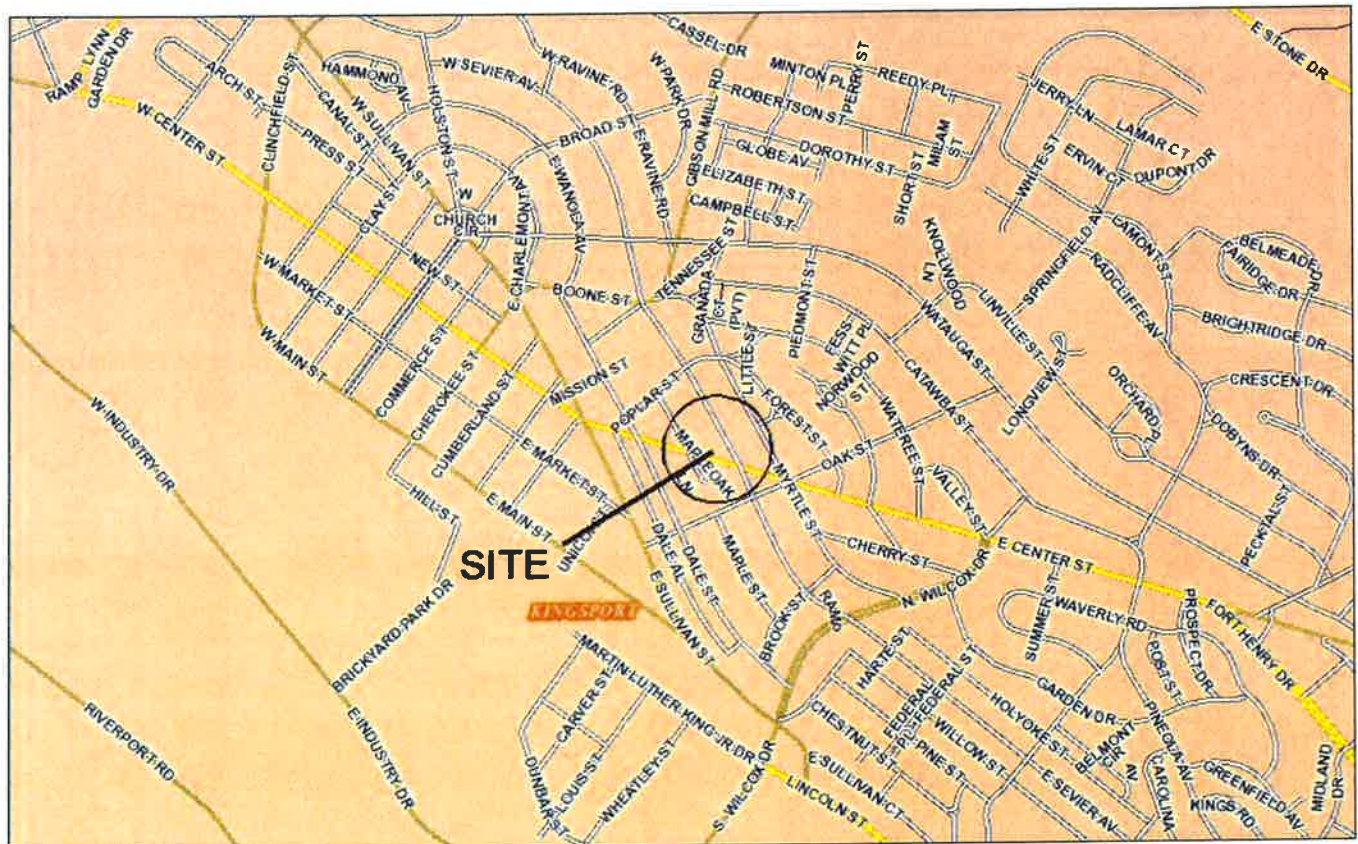
11/21/2019, 11:39:01 AM

- Kpt 911 Address
- Sullivan County Parcels
- Hawkins County Parcels
- Water Lines
- Sewer Mains

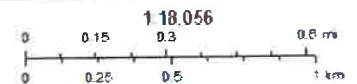


Property Information	Alley Right-of-Way Vacating		
Address	904 E. Center Street		
Tax Map, Group, Parcel	Alley ROW behind TM 460 Group B Parcels 30-33		
Civil District	11 th Civil District		
Overlay District	N/A		
Land Use Designation	Retail/Commercial		
Acres	+/- .06		
Applicant #1 Information		Surveyor Information	
Name: JHL Enterprises LLC Address: 1609 Forest View Dr City: Kingsport State: TN Zip Code: 37660 Email: ableprinte@yahoo.com Phone Number:		Name: n/a Address: City: State: Zip Code: Email: Phone Number:	
Planning Department Recommendation			
(Approve, Deny, or Defer) <p>The Kingsport Planning Division recommends vacating the alley right-of-way located behind 904 E Center Street</p> <ul style="list-style-type: none"> Request reviewed by all city departments & utility providers <p>Staff Field Notes and General Comments:</p> <p>The applicant for this request owns the property on either side of the right-of-way. The requested vacating area consists of approximately 0.06 acres and is 138 feet in length. The alley was platted in the early 1900s and the property was replatted in 1947. The vacant lot on the north side of the right-of-way will be utilized for parking for the businesses that front on E. Center Street. The request would allow them to utilize the right-of-way area as access to and from the surrounding streets and buildings.</p> <p>All City Departments and Utility providers have reviewed this request. AEP has a line that runs through this alley therefore, an easement would need to be retained for their access. The owners have been working with AEP to ensure that this easement is taken care of. No other utility providers or city departments have any use for this property.</p> <p>Staff recommends sending forward a favorable recommendation to the Kingsport Board of Mayor and Alderman for the vacating of the alley right-of-way located behind 904 E Center Street based upon the AEP easement being secured and no other departments seeing the need to retain this area for right-of-way.</p>			
Planner:	Harmon	Date: 11/26/19	
		Meeting Date:	December 19, 2019

Location



11/21/2019 11:36:48 AM



Prepared by: Kingsport Planning Department

Zoning



11/21/2019, 11:40:58 AM

Kpt 911 Address

- ☐ Sullivan County Parcels
- ☐ Hawkins County Parcels



Web App Builder for ArcGIS

Future Land Use



11/21/2019, 11:39:54 AM



Web App Builder for ArcGIS

Aerial



11/21/2019, 11:39:01 AM

Kpt 911 Address

- Sullivan County Parcels
- Hawkins County Parcels

- Water Lines
- Sewer Mains



Web App Builder for ArcGIS

View from Mapleoak



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of the alley right-of-way located behind 904-910 E Center Street based upon the AEP easement being secured and no other department seeing any use for this area of right-of-way.



AGENDA ACTION FORM

Enter into a Materials Agreement with School House, LLC Related to the Cherokee Bend Phase 2 Development and Appropriate the Funds

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

Action Form No.: AF-03-2020
Work Session: January 6, 2020
First Reading: January 7, 2020

Final Adoption: January 21, 2020
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

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

Pursuant to the policy, School House, LLC has requested that the proposed Cherokee Bend Phase 2 Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$23,332.69 for a new thirteen (13) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 541 Building Permits and 473 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Location Maps
6. Development Chart

Funding source appropriate and funds are available: *JM*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MATERIALS AGREEMENT WITH SCHOOL HOUSE, LLC RELATED TO CHEROKEE BEND PHASE 2 DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, School House, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Cherokee Bend Phase 2, a 13 lot development in the city; and

WHEREAS, the total amount of the agreement as proposed is \$23,332.69;

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, a Materials Agreement with School House, LLC to provide certain water and sewer materials by the city for Cherokee Bend Phase 2, in the amount of \$23,332.69, and the mayor is further authorized and directed to execute 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 citizens of the city.

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

ADOPTED this the 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE TO AMEND THE WATER AND SEWER
PROJECT FUNDS BY TRANSFERRING FUNDS TO THE
CHEROKEE BEND PHASE 2 MATERIALS AGREEMENT
PROJECTS (WA2052 AND SW2052); AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund and Sewer Project Fund budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$9,514 and by decreasing the funds transferred from the Sewer Fund operating budget by \$11,794 to the Cherokee Bend Phase 2 projects (WA2052 and SW2052) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Water Project Fund: 451</u>			
<u>Cherokee Bend Phase 2 (WA2052)</u>			
<u>Revenues:</u>	\$	\$	\$
451-0000-391.45-00 From the Water Fund	0	9,514	9,514
<i>Totals:</i>	0	9,514	9,514
<u>Expenditures:</u>	\$	\$	\$
451-0000-605.90-03 Construction Contracts	0	9,514	9,514
<i>Totals:</i>	0	9,514	9,514
<u>Sewer Project Fund: 452</u>			
<u>Cherokee Bend Phase 2 (SW2052)</u>			
<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From the Water Fund	0	11,794	11,794
<i>Totals:</i>	0	11,794	11,794
<u>Expenditures:</u>	\$	\$	\$
452-0000-606.90-03 Construction Contracts	0	11,794	11,794
<i>Totals:</i>	0	11,794	11,794

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.

ATTEST:

PATRICK W. SHULL, Mayor

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

MATERIALS AGREEMENT

This AGREEMENT made and entered into on this 21st day of January, 2020, by and between School House, LLC. hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Cherokee Bend Phase 2, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 825 LFT of Waterline and 870 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$23,332.69. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.


Developer

Patrick W. Shull, Mayor

Attest:

Approved as to form:

Sidney H. Cox, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

Project: Cherokee Bend Phase 2
 Date: December 18, 2019
 Developer: School House, LLC

File No.: 2018-D17

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41810	6" x 18' D.I. Pipe	28.00	Joints	\$214.92	\$6,017.76
42120	4' Bury Hydrant	1.00	each	\$1,573.59	\$1,573.59
42325	6" MJ Gate Valve	3.00	each	\$472.00	\$1,416.00
43032	6x6x6 Anchor Tee	2.00	each	\$90.62	\$181.24
41951	6" MJ Plug w/ 2" Tap	1.00	each	\$42.74	\$42.74
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$98.70	\$197.40
42555	6" D.I. MJ 22.5° Bend	1.00	each	\$40.43	\$40.43
42550	6" D.I. MJ 45° Bend	1.00	each	\$45.12	\$45.12
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$9,514.28
Sales Tax:	451-0000-207-0201			9.50%	\$903.86
Project #	WA2052			Water Total:	\$10,418.14
	Expense To:				
Water Acct. #	451-0000-605-9003				



Materials Agreement

Project: Cherokee Bend Phase 2
 Date: December 18, 2019
 Developer: School House, LLC

File No.: 2018-D17

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	63.00	Joints	\$47.60	\$2,998.80
45057	8" x 6" Tee Wye gsktd Sewer	13.00	each	\$34.67	\$450.71
45112	Manhole Frame & Covers V-1312-44	8.00	each	\$241.95	\$1,935.60
45226	Manhole Base (24") w/ Invert	8.00	each	\$533.00	\$4,264.00
45223	Manhole Concrete 16" Riser (48")	2.00	each	\$133.00	\$266.00
45219	Manhole Concrete 16" Concrete Cone	1.00	each	\$172.00	\$172.00
45221	Manhole Concrete 24" Concrete Cone	5.00	each	\$193.00	\$965.00
45218	Manhole Concrete 32" Concrete Cone	2.00	each	\$241.00	\$482.00
45229	Manhole Concrete 2" Grade Ring	1.00	each	\$30.00	\$30.00
45230	Manhole Concrete 4" Grade Ring	3.00	each	\$40.00	\$120.00
45231	Manhole Concrete 6" Grade Ring	2.00	each	\$55.00	\$110.00
Building Code					
Receipt To:					
Subtotal:	452-0000-208-1250				\$11,794.11
Sales Tax:	452-0000-207-0201			9.50%	\$1,120.44
Project #	SW2052			Sewer Total:	\$12,914.55
Expense To:					
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$23,332.69

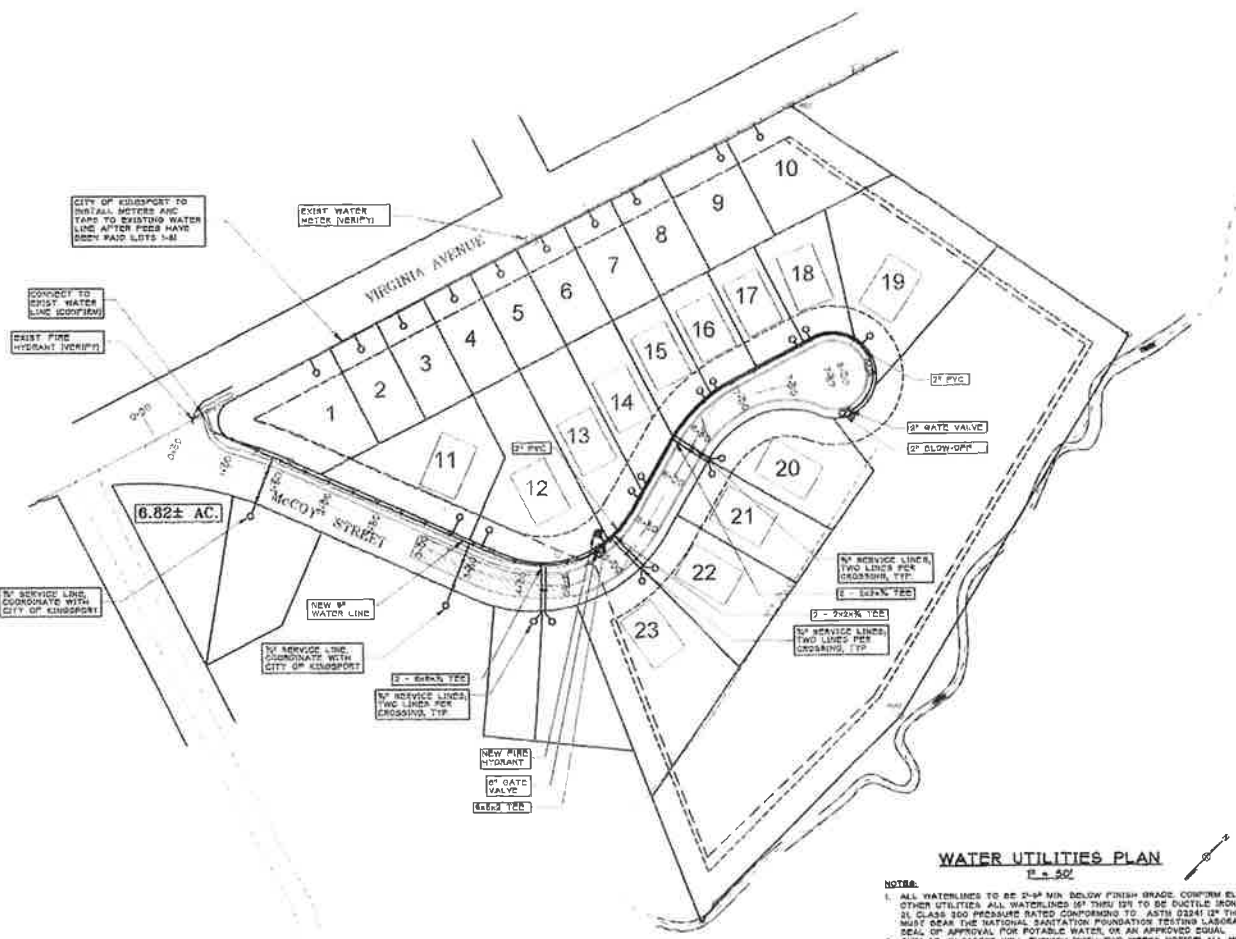


SPODEN & WILSON
CONSULTING ENGINEERS
430 CLAY STREET
KINGSPORT, TENNESSEE 37680
Phone: (423) 245-1811 Fax: (423) 245-0852
email: sw@spodenwilson.com

CHEROKEE BEND
KINGSPORT
TENNESSEE
SCHOOL HOUSE, LLC
KINGSPORT
TENNESSEE

SHEET TITLE			
WATER UTILITIES PLAN			
DATE	FILE NO.	DATE	FILE NO.
08-14-18	1806		
NO.	DATE	NO.	DATE
1	08-14-18	1	08-14-18
2	08-14-18	2	08-14-18
3	08-14-18	3	08-14-18
4	08-14-18	4	08-14-18

SP-9

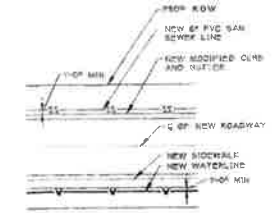


ALL WATER LINES AND MATERIALS, BRIDGES AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

WATER LINE TEES, VALVES AND APPURTENANCES, ETC.

AT INTERSECTION OF 8" D.I.P. TO 8" D.I.P. PROVIDE 8" x 8" TEE AND 6" GATE VALVE AND 6" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

AT INTERSECTION OF 8" D.I.P. TO 2" P.V.C. PROVIDE 8" x 8" x 2" TEE (OR 8" x 2" x 2" TEE) AND 6" GATE VALVE AND 2" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

MAINTAIN 12" MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES

NOTE: SEE PLAN INFORMATION INCLUDING 10' LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING UTILITIES PROVIDED BY ALLEY & ASSOCIATES.

WATER UTILITIES PLAN
E = 50'

- NOTES:
- ALL WATERLINES TO BE 2'-0" MIN. BELOW FINISH GRADE, CONFORM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES 16" THRU 24" TO BE DUCTILE IRON PVC PIPE, 30" IN CLASS 350 PRESSURE RATED CONFORMING TO ASTM D2412 (P) THRU 48" PVC MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, INC. SEAL OF APPROVAL FOR POTABLE WATER OR AN APPROVED EQUAL.
 - CITY OF KINGSPORT WILL FURNISH WITH TWO WEEKS NOTICE ALL WATER SETTERS AND METER READERS FOR WATER SERVICES. DEVELOPER IS REQUIRED TO INSTALL ALL SERVICES. ALL WATER SERVICES TO BE FIELD LOCATED. ALL TAPS ARE TO BE MADE UNDER GRASSY AREA NOT UNDER ASPHALT OR CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS OR ANY OTHER THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
 - DEVELOPER IS RESPONSIBLE FOR TAPS TO EXISTING LINES. TEE'S STANDARD FOR DISSECTION OF NEWLY INSTALLED WATERLINES MUST BE FOLLOWED.
 - WELLS AND/OR HYDRAULICS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE INSTALLED IN CONJUNCTION WITH AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.
 - ALL BURIED LINES SHALL BE LOCATED IN ROW OR WITHIN DESIGNATED EASEMENT. BEFORE FINAL PLAT IS SIGNED FOR WATER, FURNISH CITY OF KINGSPORT WATER DEPARTMENT A AS-BUILT DRAWING OF ALL VALVES, HYDRANTS, GLOW-OFFS, ETC. AND MEASUREMENTS IN AUTOCAD AND PDF FORMAT IN DWG / DIGITAL FORMAT.

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	15	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 199	186	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			Open
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	42	38	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	15	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	53	36	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	34	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 58	52	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	42	41	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	4	3	Closed
	TOTAL	851	\$1,343,628.80		541	473	

Revised 12/02/19



AGENDA ACTION FORM

Ordinance to Condemn

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

Action Form No.: AF-279-2019
 Work Session: December 16, 2019
 First Reading: December 17, 2019

Final Adoption: January 7, 2020
 Staff Work By: R. Trent; H. Clabaugh
 Presentation By: M. Billingsley

Recommendation:

Approve the Ordinance.

Executive Summary:

The Public Works Department has requested easements and right-of-ways for the Border Regions Sanitary Sewer Extension Project. The attached ordinance authorizes and directs the City Attorney to initiate condemnation proceedings to acquire easements and rights-of-way that cannot be voluntarily acquired on the Border Regions Sanitary Sewer Extension Project.

Attachments:

1. Ordinance
2. Project Location Map

Funding source appropriate and funds are available: *CM*

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



AGENDA ACTION FORM

Ordinance to Condemn

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

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Attachments:

1. Ordinance
2. Project Location Map

Funding source appropriate and funds are available: *[Signature]*

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

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the construction of public works projects are deemed a matter of highest priority for the public health, welfare, safety and convenience of the citizens and the public at large; and

WHEREAS, pursuant to the provisions of Tenn. Code Ann. Section 7-35-101 et seq., the city has embarked upon the accomplishment of the herein named public works project in accordance with the terms and provisions of said Act; and

WHEREAS, the city is empowered by ordinance, in accordance with the provisions of Article I, Section 2, Subsection 9 of the Charter, to condemn property, real or personal, or any easement, interest, estate or use therein, either within or without the city, for present or future public use, and in accordance with the terms and provisions of the general law of the state regarding eminent domain; and

WHEREAS, it may become necessary in the accomplishment of the herein named public works project to initiate litigation to acquire property, real or personal, or any easement, interest, estate or use therein, in connection with the herein named public works project; and

WHEREAS, time is of the essence in the accomplishment of the herein named public works project,

Now therefore,

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

SECTION I. In accordance with the provision of Article I, Section 2, Subsection 9 of the Charter, the city attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn property, real or personal, or any easement, interest, estate or use therein, for the accomplishment of the following public works project:

Border Regions Sanitary Sewer Extension Project

SECTION II. That since time is of the essence in the expeditious acquisition of property, real or personal, or any easement, interest, estate or use therein, to accomplish the foregoing stated purposes, the city attorney is further directed to proceed forthwith to institute eminent domain proceedings as authorized by Resolution.

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Amend City Code Authorizing the City Manager, or Designee to Execute all Local Government Investment Pool (LGIP) Accounts for TDOT Projects

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

Action Form No.: AF-276-2019
 Work Session: December 16, 2019
 First Reading: December 17, 2019

Final Adoption: January 7, 2020
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The city often enters into agreements with TDOT for projects, which also require agreements for establishing Local Government Investment Pool (LGIP) accounts with The Treasury Department of the State of Tennessee. The LGIP accounts are established for depositing the city's local match for projects. Currently the LGIP accounts are individually processed as agenda items for BMA approval authorizing the Mayor to execute the documents.

It is requested to alleviate the routine agenda items by amending Kingsport City Code of Ordinances Sec. 2-606 Execution of contracts and purchase orders by adding the following paragraph –

Sec. 2-606 (g) The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all agreements with The Treasury Department of the State of Tennessee establishing Local Government Investment Pool (LGIP) accounts for Tennessee Department of Transportation projects.

Attachments:

1. Ordinance
2. Agreement (2 pages)

Funding source appropriate and funds are available: *JM*

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



AGENDA ACTION FORM

Amend City Code Authorizing the City Manager, or Designee to Execute all Local Government Investment Pool (LGIP) Accounts for TDOT Projects

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

Action Form No.: AF-276-2019
 Work Session: December 16, 2019
 First Reading: December 17, 2019

Final Adoption: January 7, 2020
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

The city often enters into agreements with TDOT for projects, which also require agreements for establishing Local Government Investment Pool (LGIP) accounts with The Treasury Department of the State of Tennessee. The LGIP accounts are established for depositing the city's local match for projects. Currently the LGIP accounts are individually processed as agenda items for BMA approval authorizing the Mayor to execute the documents.

It is requested to alleviate the routine agenda items by amending Kingsport City Code of Ordinances Sec. 2-606 Execution of contracts and purchase orders by adding the following paragraph –

Sec. 2-606 (g) The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all agreements with The Treasury Department of the State of Tennessee establishing Local Government Investment Pool (LGIP) accounts for Tennessee Department of Transportation projects.

Attachments:

1. Resolution
2. Agreement (2 pages)

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 2-606 RELATING
TO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE LOCAL GOVERNMENT INVESTMENT POOL
ACCOUNTS FOR TENNESSEE DEPARTMENT OF
TRANSPORTATION PROJECTS AND TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-606 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to include a new subsection (g) to read as follows:

The city manager, or designee is authorized to execute, in a form approved by the city attorney, and attested by the city recorder, all agreements with The Treasury Department of the State of Tennessee establishing Local Government Investment Pool (LGIP) accounts for Tennessee Department of Transportation projects.

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____



AGENDA ACTION FORM

Approval for Mayor to Sign Authorization Letter for Internet Domain Compliance

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

Action Form No.: AF-08-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Mark Woomer
 Presentation By: Mark Woomer

Recommendation:

Approve the Resolution.

Executive Summary:

DotGov is the registrar for all .gov internet domain names. To ensure that the registered kingsporttn.gov internet domain name is in compliance with current DotGov domain requirements, the City of Kingsport is required to provide a new authorization letter for this internet domain name. DotGov is requesting this letter because DotGov requirements have changed since this domain was originally authorized. The City is aware of, and is complying with, the most current requirements for a .gov domain. The authorization letter must be signed by the highest-level official in this jurisdiction. The signed authorization letter is to be sent to registrar@dotgov.gov within 45 days from the December 13, 2019, date of the email notification from DotGov. DotGov doesn't receive an updated letter within 45 days, the domain may be suspended.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER FOR INTERNET
DOMAIN COMPLIANCE WITH DOTGOV AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently uses an internet domain name of ".gov"; and

WHEREAS, to maintain that internet domain name and to comply with the most current requirements, the city is required to provide an updated authorization letter.

Now therefore,

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

SECTION I. That a Letter for Internet Domain Compliance with DotGov 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 Letter for Internet Domain Compliance with DotGov and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the letter or this resolution, said letter being as follows:

Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

Dear Domain Manager:

As Mayor for the City of Kingsport, Tennessee, I formally request that authority over the kingsporttn.gov second-level domain name be delegated to the City of Kingsport, Tennessee. I attest that I am the highest-ranking elected official for Kingsport, Tennessee.

This domain name will be used for official city business by the City of Kingsport, Tennessee. The use of this domain is consistent with the City of Kingsport Internet policy. In addition, I will ensure the content of the requested domain name conforms to the .gov policy.

By requesting this domain name, I acknowledge that I will be responsible for payment of the annual \$400 domain fee. I understand that if I wish to retire my domain, I must submit a written request to registrar@dotgov.gov. If a written request is not submitted, I understand that I will continue to be responsible for all accrued domain fees.

The following individuals will be listed as points of contact for kingsporttn.gov. It is understood that the contact information must remain valid and up to date, and that administrative, billing, and technical points of contact will be unique.

Administrative Point of Contact
Isaac Shaw
Network Administrator
200 Shelby St., Ste 200
Kingsport, TN 37660
423-229-9348
IsaacShaw@kingsporttn.gov

Billing Point of Contact
City of Kingsport
Accounts Payable
225 W. Center
Kingsport, TN 37660
Joy Carter
423-229-9309
JoyCarter@kingsporttn.gov

Technical Point of Contact
Mark Woomer
Manager, Information Services
200 Shelby St., Ste 200
Kingsport, TN 37660
423-229-9480
MarkWoomer@kingsporttn.gov

Security Point of Contact is the same as the Technical Point of Contact:
Mark Woomer
Manager, Information Services
200 Shelby St., Ste 200
Kingsport, TN 37660
423-229-9480
MarkWoomer@kingsporttn.gov

Sincerely,

Patrick W. Shull
COL USA (Ret)
Mayor, City of Kingsport

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the letter set out herein that do not substantially alter the material provisions of the letter, 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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter into a Wellness Reimbursement Agreement with OptumHealth Care Solution's, Renew Active Program

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

Action Form No.: AF-02-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Shirley Buchanan
 Presentation By: Shirley Buchanan

Recommendation:

Approve the Resolution.

Executive Summary:

The Renew Active program is very similar to the Silver Sneaker program already in place at the Senior Center. Entering into this agreement will allow seniors with United Health Care insurance plans to enjoy the benefits of the Senior Center, and the Center to receive reimbursement and training from the Renew Active program.

Attachments:

1. Resolution
2. Addendum and Contract

Funding source appropriate and funds are available: *CM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH OPTUMHEALTH CARE SOLUTIONS FOR RENEW ACTIVE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently has a program at the Senior Center called the Silver Sneaker Program; and

WHEREAS, by entering into an agreement and addendum with OptumHealth Care Solution for its Renew Active program the city will be able to allow seniors with United Health Care insurance plans to enjoy the benefits of the Senior Center, and the Center to receive reimbursement and training from the Renew Active program.

Now therefore,

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

SECTION I. That an agreement and addendum with OptumHealth Care Solution for its Renew Active program is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement and addendum with OptumHealth Care Solution for its Renew Active program 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:

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on July 1, 2019 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of Kingsport DBA Kingsport Senior Center including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) days' written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services.

Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement:

(a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights.

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site.

Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Facility; (b) any damages incurred by Optum that result from Network's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than

\$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:

OptumHealth Care Solutions, LLC

Attn: Contracts Administration

11000 Optum Circle

Eden Prairie, MN 55344

Notice to Network:

City of Kingsport DBA Kingsport Senior Center

1200 E. Center St.

Kingsport, TN 37660

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

ADDENDUM TO FITNESS PASSPORT SERVICE AGREEMENT

This Addendum (herein "Addendum") amends the Fitness Passport Service Agreement, Appendix A Fitness Passport Program Fees And Description Of Services, Appendix B Fitness Passport Program Performance Standards, all documents incorporated in any of those documents by reference, whether such incorporated documents are virtual or physical, (all of which are herein "Agreement") between OptumHealth Care Solutions, LLC (herein "Optum") and City of Kingsport, Tennessee for its Kingsport Senior Center (herein "City"). In consideration of using Optum's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. Precedence. Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.

2. Indemnity, Limitation of Liability and Disclaimer of Warranty. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision.

Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Optum or any other person or entity and any limitation of liability in favor of Optum is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow City to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local governments under law for all general and implied warranties.

3. Non-appropriation. Optum acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to Optum shall be returned to City.

4. Damages. The Agreement does not create an obligation by City to pay any damages in excess of those amounts legally available to satisfy City's obligations under the Agreement.

5. Confidentiality. Any documents or materials, including the Agreement and the information contained in the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to Optum or provide Optum with notice or the time to obtain a protective order.

6. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles rather than the state of Minnesota.

7. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee.

8. No Taxes, No Interest Payments. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Optum with its Sales and Use Tax Exemption Certificate upon Optum's request. Optum shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Optum shall assume all liability for such taxes, if any, that should be incurred.

9. Insurance. City does not have or maintain commercial general liability insurance coverage, so any provision in the agreement requiring you to have commercial general liability insurance coverage is deleted. City is self-insured through Public Entity Partners, formerly known as Tennessee Municipal Risk Pool, for general liability insurance, and automobile insurance. However, any and all claims against City or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act, found at T.C.A. section 29-20-101 et seq., and it contains limits of liability of \$300,000 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, so the limits of liability in the Governmental Tort Liability apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly.

10. No Automatic Renewal. The term of the Agreement shall not be renewed or extended beyond the initial term and automatically up to 3 successive twelve (12) month terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of the Agreement.

11. Non-exclusivity. Nothing in the Agreement shall be construed to prevent City from offering similar services from other vendors at its Senior Center or other facilities.

12. Limitation of Actions or Claims. Any claim by City asserted under this Agreement may be initiated within the time limits of the limitation of actions applicable in the State of Tennessee.

13. Unilateral Modification of Agreement Not Permitted. Unilateral modification or amendment of the Agreement by Optum is prohibited and any provision permitting such by Optum is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the non-electronic signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.

14. Use of City's Logo or Name. Optum shall not use City's name, its marks or any of City logos in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from City.

15. Binding Effect This Agreement, along with this addendum, is the entire agreement between City, (including City's employees and other end users) and Optum. No employee of City or any other person, without authorization of the board of mayor and aldermen of City can bind City to any contract or agreement and anything contrary contained in the Agreement or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

16. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Optum or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

17. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

18. Effective Date. This Addendum has the effective date of the Agreement.

[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 and addendum 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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ADDENDUM TO FITNESS PASSPORT SERVICE AGREEMENT

This Addendum (herein "Addendum") amends the Fitness Passport Service Agreement, Appendix A Fitness Passport Program Fees And Description Of Services, Appendix B Fitness Passport Program Performance Standards, all documents incorporated in any of those documents by reference, whether such incorporated documents are virtual or physical, (all of which are herein "Agreement") between OptumHealth Care Solutions, LLC (herein "Optum") and City of Kingsport, Tennessee for its Kingsport Senior Center (herein "City"). In consideration of using Optum's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. Precedence. Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.

2. Indemnity, Limitation of Liability and Disclaimer of Warranty. Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Optum or any other person or entity and any limitation of liability in favor of Optum is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow City to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local governments under law for all general and implied warranties.

3. Non-appropriation. Optum acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the Agreement, and any unused payment made to Optum shall be returned to City.

4. Damages. The Agreement does not create an obligation by City to pay any damages in excess of those amounts legally available to satisfy City's obligations under the Agreement.

5. Confidentiality. Any documents or materials, including the Agreement and the information contained in the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to Optum or provide Optum with notice or the time to obtain a protective order.

6. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles rather than the state of Minnesota.

7. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee.

8. No Taxes, No Interest Payments. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Optum with its Sales and Use Tax Exemption Certificate upon Optum's request. Optum shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Optum shall assume all liability for such taxes, if any, that should be incurred.

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person in any one accident, occurrence or act, \$700,000 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, so the limits of liability in the Governmental Tort Liability apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly.

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16. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Optum or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

17. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

18. Effective Date. This Addendum has the effective date of the Agreement.

OptumHealth Care Solutions, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Kingsport, Tennessee for its Kingsport Senior Center

By: _____

Date: _____

Attest: _____
City Recorder

Approved as to form:

City Attorney



AGENDA ACTION FORM

Accept the Drug and Alcohol Policy Changes as Required by the Federal Transit Administration and the Federal Highway Administration

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

Action Form No.: AF-06-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Hughes
 Presentation By: Evans

Recommendation:

Approve the Resolution and accept the changes and incorporate them into our effected policies.

Executive Summary:

The attached document reflects verbiage changes made to the Federal Transit Administration (FTA) for the FTA Drug and Alcohol Program Policy. The City of Kingsport has three Drug and Alcohol policies that are substantively the same; the FTA Policy, Federal Highway Administration (FHWA) Policy, and the General City Employee Policy. We intentionally mirror these policies, as permitted by federal law, with the most stringent of the policies when verbiage changes are made. Approval of these changes will affect all three policies, allowing all employees to be treated equally.

Attachments:

1. Resolutions (3)
2. Outline of Changes/Additions to Drug and Alcohol Policies

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FEDERAL HIGHWAY
ADMINISTRATION (FWHA) SUBSTANCE ABUSE POLICY FOR
CITY EMPLOYEES

WHEREAS, the city adopted a Federal Highway Substance Abuse Policy by Resolution No. 2010-138, which was effective December 15, 2009; and

WHEREAS, the city would like to amend the Federal Highway Administration (FWHA) Substance Abuse Policy to provide some language suggested by the Federal Highway Administration pertaining to the items defining a test refusal

Now, therefore,

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

SECTION I. That the Federal Highway Administration (FWHA) Substance Abuse Policy adopted by Resolution No. 2010-138 is amended as follows and adopted as the official FWHA Substance Abuse Policy for the City of Kingsport:

DRUG FREE WORKPLACE

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is outlined in detail in the City of Kingsport Substance Abuse Policy and Procedures (General).

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off city premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Highway Administration (FWHA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety - sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses. This policy incorporates those requirements for safety-sensitive employees.

Applicability

Employees who perform safety-sensitive functions must be included in the substance abuse management program (49 CFR §382) and are required to submit to drug and alcohol testing administered in accordance with 49 CFR Part 382 and Part 40. The Act requires any commercial motor vehicle operator who is subject to the commercial drivers' license (CDL) requirement to be tested for alcohol and controlled substances. A "commercial motor vehicle" includes any motor vehicle used to transport passengers or property if the vehicle has

- a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- a gross vehicle weight rating of 26,001 or more pounds; or
- is designed to transport 16 or more passengers, including the driver; or
- is of any size and is used to transport materials that are hazardous for the purposes of the Hazardous Materials Transportation Act and that require the motor vehicle to be placarded under the Hazardous Materials Regulations.

This policy applies to all safety-sensitive commercial driver license holders, both full and part-time employees and volunteers when they are on city property or when performing any safety-sensitive business on behalf of the city. This policy also applies to any person operating a commercial motor vehicle term is defined in 49 CFR 382.107 regardless of the infrequency of the operation. This applies to off-site lunch periods or breaks when an employee is scheduled to return to work. A list of covered job categories is attached as Appendix A at the end of this policy.

Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

Illegally Used Controlled Substances or Drugs

The Federal Highway Administration has identified the following drugs for testing under this program: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Beginning January 1, 2018, in addition to the existing DOT drug testing panel (that includes marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids), you will also be tested for four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Effects of Alcohol and Controlled Substances

Employees needing information on the effects of alcohol misuse and controlled substances on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of intervening when a problem is suspected may contact Human Resources and/or Risk Management.

Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

Prohibited Conduct

"Prohibited conduct" addressed by this policy includes the following:

Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on city premises, in CDL vehicles, other City vehicles, in uniform, or while on city business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is **NO** expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence

Any safety-sensitive CDL employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. A drug or alcohol test is considered positive if the individual is found to have a quantifiable

presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Alcohol Use

No safety-sensitive CDL employee shall report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Violation of these provisions is prohibited and punishable by immediate termination according to the City of Kingsport's Corrective Action policy.

Required Hours of Compliance

An employee must not consume alcohol while performing a safety-sensitive function, four hours prior to performing safety-sensitive function, and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

Drug Use

Use and ingestion of prohibited drugs are prohibited at all times.

Compliance with Testing Requirements

All safety-sensitive CDL employees will be subject to urine drug testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Test refusal for a FHWA required test will be defined as any of the following:

- A. Refusal to provide the required breath or to provide the required urine specimen in the specimen cup
- B. Insufficient breath or insufficient urine volume in the specimen cup without a valid medical reason
- C. Admitting tampering, adulterating or substituting of the specimen to the collector or the MRO
- D. Failure to appear at the collection facility (except for pre-employment tests) within a reasonable time as defined by the City
- E. Leaving the scene of an accident without just cause prior to submitting to any required drug and/or alcohol test
- F. Leaving the collection facility prior to test completion
- G. Failure to permit an observed or monitored collection when required
- H. Failure to take a second test when required
- I. Failure to undergo a medical examination when required by the MRO
- J. Failure to cooperate with any part of the testing process.
(Examples: Failure to empty pockets when requested, behaving in a confrontational manner that disrupts the process, or failure to wash hands after being directed to do so by the collector. These examples are not all inclusive.)
- K. Verification by the MRO of a test as adulterated or substituted
- L. For alcohol testing, refusal to sign Step 2 of the required United States DOT Alcohol Testing Form.
- M. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants to mid-thigh, and to turn around to allow the observer to see if employee is wearing a prosthetic or similar device that could be used to interfere with the collection process
- N. Possession or wearing of a device as described above intended to help the employee pass the drug test.

Any safety-sensitive CDL employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breathe sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with requirements for treatment, after care, or return to duty shall be subject to corrective

action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Proper Application of the Policy

The City of Kingsport is dedicated to assuring equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to corrective action, up to and including termination.

Testing Procedures

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. The Risk Management Department will maintain results in the strictest of confidence in a medical file separate from the official personnel file. The testing laboratory, the MRO, the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), the program manager, and the Designated Employer Representative are the only ones allowed access to the testing records without the tested employee's written permission.

In cases where a corrective action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Analytical urine drug testing and breathe testing for alcohol will be conducted when required by Federal regulations. All safety-sensitive CDL employees shall be subject to drug testing prior to employment. All safety sensitive CDL employees will be tested for reasonable suspicion, randomly and following an accident as defined in 49 CFR Part 382. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Breathe alcohol concentration tests will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth for safety-sensitive employees.

Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position and informed of available educational and rehabilitation programs. A positive drug and/or alcohol test will also result in immediate termination according to the City of Kingsport's Corrective Action policy. The city shall advise the employee of the resources available for evaluating and resolving prohibited drug use and alcohol misuse by providing contact information Substance Abuse Professionals (SAP's) and counseling and treatment programs.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employee Requested Testing

Any safety-sensitive CDL employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Pre-Employment Testing

After obtaining the potential employees written consent, the City of Kingsport will request from DOT regulated employees who have employed the potential employee during any period the two years

before the date of the employees application or transfer the information required on 49 CFR§40.25(b).

All safety-sensitive position applicants shall undergo urine drug testing following an offer of employment or the transfer into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment or transfer from a non-safety sensitive function to a safety-sensitive function. If the test is cancelled, the covered employee or applicant must take another pre-employment drug test with a verified negative result. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of drug dependency from a city approved Substance Abuse Professional and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the individual.

Temporary Removal from a Safety-Sensitive Position

Any covered employee or applicant who has not performed a safety -sensitive function for 90 consecutive calendar days regardless of the reason, and that has been removed from the City of Kingsport's random selection pool during that time frame, must undergo urine drug testing with a verified negative result prior to returning to the safety sensitive function.

Reasonable Suspicion Testing

All safety-sensitive CDL employees, as well as all other City employees (under city authority), may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. (49CFR§382.307) A reasonable suspicion referral for testing shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other company official who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. 49CFR§382.603) It is noted that accidents never (on their own) constitute reasonable suspicion for testing.

Post-Accident Testing

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, the City of Kingsport shall test for **alcohol** for each of its surviving drivers:

- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- (2) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - (a)(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (a)(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for **controlled substances** for each of its surviving drivers:

- (b)(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- (b)(2) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - (b)(2)(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (b)(2)(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Post-Accident Alcohol Testing

If a test required by this section is not administered within two hours following the accident, the City of Kingsport shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

Post-Accident Controlled Substance Tests

If a test required by this section is not administered within 32 hours following the accident, the City of Kingsport shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

Driver Requirements for Post-Accident Testing

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City of Kingsport to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an

accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The City of Kingsport shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

The results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the City of Kingsport.

The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the City of Kingsport.

Exception

This section does not apply to:

An occurrence involving only boarding or alighting from a stationary motor vehicle; or

An occurrence involving only the loading or unloading of cargo; or

An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in §571.3 of this title) by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with §177.823 of this title.

Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. Upon notification, the employee must report to the collection site immediately and directly. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The number of random tests will be equal to at least 25% of all affected employees each year for drug use and 10% of all affected for alcohol. The FHWA's random alcohol testing rate may be adjusted based on analysis of positive random test results within the entire transit industry (49 CFR §382.403).

Dilute Negative Results

If the MRO informs the city that a negative drug test was dilute, the employee will be directed to take another test immediately. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation according to Section 49 CFR §40.67(b) and (c). If directed to take another test, the employee will be given the minimum possible advance notice that he or she must go to the collection site. If an employee is directed to take another test, the result of the second test—not that of the original test—becomes the test of record, on which the city will rely for purposes of this part.

Directly Observed Collections

If the MRO informs the city an employee must have an immediate unannounced directly observed collection and a trained health care employee is not available at the collection site a city employee who meets the requirements of 49 CFR 40.67 will be selected to perform the observation.

Program Review

The City of Kingsport will review this program under the following circumstances;

- On an annual basis
- Whenever there are changes to the federal substance abuse program requirements
- Whenever management feels the need to review the program.

SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug -free and alcohol-free program should contact the following representatives:

Program Manager:

Risk Manager
Address: City of Kingsport
225 West Center Street
Kingsport, TN 37660
Telephone: (423) 224-9401
Fax: (423) 224-2474
Medical Review Officer and Substance Abuse Professional

Name: Antony V. Dallas, Jr., MD.
Address: Carehere LLC
5141 Virginia Way Suite 350
Brentwood, TN 37027
Telephone: (615) 812-1637
Fax: (615) 469-0105

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FEDERAL TRANSIT
AUTHORITY SUBSTANCE ABUSE POLICY FOR CITY
EMPLOYEES

WHEREAS, the city adopted a Federal Transit Substance Abuse Policy by Resolution No. 2018-002, which was effective July 6, 2017; and

WHEREAS, the city would like to amend the Federal Transit Substance Abuse Policy to provide some language suggested by the Federal Transit Authority pertaining to the items defining a test refusal

Now, therefore,

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

SECTION I. That Federal Transit Substance Abuse Policy adopted by Resolution No. 2018-002, is amended as follows and adopted as the official Federal Transit Substance Abuse Policy for the City of Kingsport:

DRUG FREE WORKPLACE

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is outlined in detail in the City of Kingsport Substance Abuse Policy and Procedures (General).

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Authority (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses. This policy incorporates those requirements for safety-sensitive employees.

Applicability

Employees who perform safety-sensitive functions must be included in the substance abuse management program (49 CFR §653.3 and 654.1) and are required to submit to drug and alcohol testing administered in accordance with 49 CFR Part 655 and Part 40.

The FTA has determined that "safety-sensitive" functions are performed by those who:

- Operate revenue service vehicles including when not in revenue service.
- Operate non-revenue service vehicles that require drivers to hold CDLs.
- Dispatch or control revenue service vehicles.
- Maintain revenue service vehicles or equipment used in revenue service except for contractors to those who receive funding under 49 U.S.C. 5307 or 5309, is in an area under 200,000 in population; and contracts out such services or receives funding under 49 U.S.C. 5311 and contracts out such services.
- Provide security and carry a firearm.
- These categories include supervisors who perform these functions. Supervisors of

employees in these categories but who do not themselves perform these functions are excluded. Employees with the following specific job titles are included in the testing requirement: Fleet Maintenance Supervisor, Fleet Mechanic, Fleet Small Engine Mechanic, Fleet Service Worker, Transit Bus/Van Driver, and Transit Scheduler/Dispatcher, as well as their successors. Any employee temporarily performing work under these conditions or positions are included.

Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

Illegally Used Controlled Substances or Drugs

The Federal Transit Administration outlines the following drugs for testing under this program: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine. Beginning January 1, 2018, in addition to this existing DOT drug testing panel, employees will also be tested for four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Effects of Alcohol and Controlled Substances

Employees needing information on the effects of alcohol misuse and controlled substances on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of intervening when a problem is suspected may contact Human Resources and/or Risk Management.

Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

Prohibited Conduct

"Prohibited conduct" addressed by this policy includes the following:

Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on City premises, in CDL vehicles, other City vehicles, in uniform, or while on City business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is NO expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Alcohol Use

No safety-sensitive employee shall report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Violation of these provisions is prohibited and punishable by immediate termination according to the City of Kingsport's Corrective Action policy.

Required Hours of Compliance

An employee must not consume alcohol while performing a safety-sensitive function (49 CFR §655.32), four hours prior to performing safety-sensitive function (49 CFR §655.33), and up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first (49 CFR §655.34). Use and ingestion of prohibited drugs are prohibited at all times.

Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Test refusal for a FTA required test will be defined as any of the following:

- A. Refusal to provide the required breath or to provide the required urine specimen in the specimen cup
- B. Insufficient breath or insufficient urine volume in the specimen cup without a valid medical reason
- C. Admitted tampering, adulterating or substituting of the specimen to the collector or the MRO
- D. Failure to appear at the collection facility (except for pre-employment tests) within a reasonable time as defined by the City
- E. Leaving the scene of an accident without just cause prior to submitting to any required drug and/or alcohol test
- F. Leaving the collection facility prior to test completion
- G. Failure to permit an observed or monitored collection when required
- H. Failure to take a second test when required
- I. Failure to undergo a medical examination when required by the MRO
- J. Failure to cooperate with any part of the testing process. (examples: Failure to empty pockets when requested, behaving in a confrontational manner that disrupts the process, or failure to wash hands after being directed to do so by the collector. These examples are not all inclusive.)
- K. Verification by the MRO of a test as adulterated or substituted
- L. For alcohol testing, refusal to sign Step 2 of the required United States DOT Alcohol Testing Form
- M. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants to mid-thigh, and to turn around to allow the observer to see if employee is wearing a prosthetic or similar device that could be used to interfere with the collection process
- N. Possession or wearing of a device as described above intended to help the employee pass the drug test.

Any safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with requirements for treatment, after care, or return to duty shall be subject to corrective action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Proper Application of the Policy

The City of Kingsport is dedicated to assuring equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Testing Procedures

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. The Risk Management Department will maintain results in the strictest of confidence in a medical file separate from the official personnel file. The testing laboratory, the MRO, the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), the program manager, and the Designated Employer Representative (DER) are the only ones allowed access to the testing records without the tested employee's written permission.

In cases where a disciplinary action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Analytical urine drug testing and breathe testing for alcohol will be conducted when required by Federal regulations. All safety-sensitive employees shall be subject to drug testing prior to employment. All safety sensitive employees will be tested for reasonable suspicion, randomly, and following an accident as defined in 49 CFR Part 40 and 49 CFR Part 655. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Breathe alcohol concentration tests will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth for safety-sensitive employees.

Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position and informed of available educational and rehabilitation programs. A positive drug and/or alcohol test will also result in immediate termination following the City of Kingsport's Corrective Action policy. The City shall advise the employee of the resources available for evaluating and resolving prohibited drug use and alcohol misuse by providing contact information Substance Abuse Professionals (SAP's) and counseling and treatment programs.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Pre-Employment Testing

After obtaining the potential employees written consent, the City of Kingsport will request from DOT regulated employees who have employed the potential employee during any period the two years before the date of the employees application or transfer the information required on 49 CFR§40.25(b).

All safety-sensitive applicants shall undergo urine drug testing immediately following the offer of employment or prior to being transferred into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment or transfer from a non-safety sensitive function to a safety-sensitive function. If the test is cancelled, the covered employee or applicant must take another pre-employment drug test with a verified negative result. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with

the approval of the City and negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the individual.

Temporary Removal from a Safety-Sensitive Position

Any covered employee or applicant who has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time frame, must undergo urine drug testing with a verified negative result prior to returning to the safety-sensitive function.

Reasonable Suspicion Testing

All safety-sensitive employees, as well as all other City employees (under City authority), may be subject to a fitness for duty evaluation and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other company official who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. It is noted that accidents never (on their own) constitute reasonable suspicion for testing.

Post-Accident Testing

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a mass transit vehicle that results in a fatality. This includes all surviving safety-sensitive employees that are on-duty whose performance could have contributed to the accident. In addition, (49 CFR §655.44) a post-accident test will be conducted if, in the case of a non-fatal accident, an individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident; the mass transit vehicle involved is a bus, electric bus, van, or automobile in which one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle; the mass transit vehicle involved is a railcar, trolley car, trolley bus, or vessel, and is removed from revenue service, unless the City determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The City shall also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Following an accident, the safety-sensitive employees will be tested within two hours of the accident if possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. If a specimen cannot be obtained within two hours, a report will be filed stating the reason for such a lapse of time and the City will continue attempts to obtain a specimen. If not able to obtain a specimen after eight hours for alcohol and thirty two hours for drugs, all attempts will stop and the two hour report will be updated. Any safety -sensitive employee involved in an accident must remain readily available and refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated.

Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. Upon notification, the employee must report to the collection site immediately and directly. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. (49 CFR §655.45)(e) A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The number of random tests will be equal to at least 25% of all affected employees each year for drug use and 10% of all affected for alcohol. The FTA's random alcohol testing rate may be adjusted based on analysis of positive random test results within the entire transit industry.

Dilute Negative Results

If the MRO informs the city that a negative drug test was dilute, the employee will be directed to take another test immediately. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation. If directed to take another test, the employee will

be given the minimum possible advance notice that he or she must go to the collection site. If an employee is directed to take another test, the result of the second test—not that of the original test—becomes the test of record, on which the City will rely for purposes of this part.

Directly Observed Collections

If the MRO informs the city an employee must have an immediate unannounced directly observed collection and a trained health care employee is not available at the collection site, a city employee who meets the requirements of 49 CFR 4.67 will be selected to perform the observation.

Program Review

The City of Kingsport will review this program under the following circumstances;

- On an annual basis
- Whenever there are changes to the federal substance abuse program requirements
- Whenever management feels the need to review the program.

SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free program should contact the following representatives:

Program Manager: Risk Manager

Address: City of Kingsport
225 West Center Street
Kingsport, TN 37660

Telephone: (423) 224-9401

Fax: (423) 224-2474

Medical Review Officer and Substance Abuse Professional

Name: Antony V. Dallas, JR., MD.

Address: Carehere LLC
5141 Virginia Way Suite 350
Brentwood, TN 37027

Telephone: (615) 812-1637

Fax: (615) 469-0105

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING THE GENERAL SUBSTANCE
ABUSE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted a General Substance Abuse Policy by Resolution No. 2011-034, which was effective July 20, 2010; and

WHEREAS, the city would like to amend the General Substance Abuse Policy to provide some language suggested by the Federal Highway Administration pertaining to the items defining a test refusal

Now, therefore,

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

SECTION I. That the General Substance Abuse Policy adopted by Resolution No. 2011-034, is amended as follows, and adopted as the official General Substance Abuse Policy for the City of Kingsport:

DRUG FREE WORKPLACE

It is the intent and obligation of the City to provide a drug free, healthful, safe, and secure work environment as mandated by the Drug-Free Workplace Act of 1988. Our policy regarding the work-related effects of drug use and the unlawful possession of controlled substances is as follows: Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in corrective actions up to and including termination and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use local counseling facilities and our health insurance plan as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

SUBSTANCE ABUSE POLICY

The City of Kingsport is dedicated to providing safe, dependable, and economical services to our community. The City of Kingsport employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs for the receipt of Federal Funds under the Drug-Free Workplace Act of 1988. The U.S. Department of Transportation (DOT) has published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies. This policy incorporates

those requirements for safety-sensitive employees, as outlined by FTA and FHWA under separate sections of these policies.

Applicability

All employees of the City of Kingsport must be included in the substance abuse management program and are required to submit to reasonable suspicion drug and alcohol testing administered in accordance with 49 CFR Part 655, Part 382 and Part 40.

Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

Illegally Used Controlled Substances or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Effects of Alcohol and Controlled Substances

Employees needing information on the effects of alcohol misuse and controlled substances on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of intervening when a problem is suspected may contact Human Resources and/or Risk Management.

Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing City business is prohibited.

Prohibited Conduct

"Prohibited conduct" addressed by this policy includes the following:

Manufacture, Trafficking, Possession, and Use

City of Kingsport employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited or controlled substances on City premises, in CDL vehicles, other City vehicles, in uniform, or while on City business. All property owned or leased by the City of Kingsport is subject to inspection where suspicion exists that a violation has or is occurring. Inspection may be at any time without notice as there is NO expectation of privacy. City property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers. All personnel are admonished that the retention of personal items in such containers or facilities is at the risk of the employee and the City will not be responsible for any losses. Such equipment is subject to entry and inspection without notice, even if the employee has placed a personally owned lock on the City's property. Employees assigned lockers, whether locked by employees or not, are also subject to inspection by supervision in the presence of the employee if the employee is reasonably available. Employees who violate this provision will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and terminated. An individual fails a drug test if the test results show a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. An individual fails a breath alcohol test when the breath alcohol concentration is 0.04 or greater or violates compliance with testing requirements.

Alcohol Use

No employee shall report for duty or remain on duty when his/her ability to perform assigned employment functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty, while in uniform, or just before or

just after employment duty. Violation of these provisions is prohibited and punishable by immediate termination.

Prohibited Drug Use

Use and ingestion of prohibited drugs are prohibited at all times.

Compliance with Testing Requirements

All employees will be subject to urine drug testing and breath alcohol testing at any time a properly trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or prohibited drugs while on duty as outlined below in the Reasonable Suspicion Testing section of this policy. Any employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Test refusal will be defined as any of the following:

- A. Refusal to provide the required breath or to provide the required urine specimen in the specimen cup
- B. Insufficient breath or insufficient urine volume in the specimen cup without a valid medical reason
- C. Admitting tampering, adulterating or substituting of the specimen to the collector or the Medical Review Officer (MRO)
- D. Failure to appear at the collection facility within a reasonable time as defined by the city
- E. Leaving the scene of an accident without just cause prior to submitting to any required drug and/or alcohol test
- F. Leaving the collection facility prior to test completion
- G. Failure to permit an observed or monitored collection when required
- H. Failure to take a second test when required
- I. Failure to undergo a medical examination when required by the MRO
- J. Failure to cooperate with any part of the testing process. (Examples: Failure to empty pockets when requested, behaving in a confrontational manner that disrupts the process, or failure to wash hands after being directed to do so by the collector. These examples are not all inclusive.)
- K. Verification by the MRO of a test as adulterated or substituted
- L. For alcohol testing, refusal to sign Step 2 of the required United States DOT Alcohol Testing Form
- M. For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants to mid-thigh, and to turn around to allow the observer to see if employee is wearing a prosthetic or similar device that could be used to interfere with the collection process
- N. Possession or wearing of a device as described above intended to help the employee pass the drug test.

Any employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with requirements for treatment, after care, or return to duty shall be subject to corrective action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Notifying of Criminal Drug Conviction

All employees are required to notify the City of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in termination.

Proper Application of the Policy

The City of Kingsport is dedicated to assuring equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to corrective action, up to and including termination.

Testing Procedures

Confidentiality is maintained throughout the drug/alcohol testing process. All positive results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. The Risk Management Department will maintain results in the strictest of confidence in a medical file separate from the official personnel file. The testing laboratory, the MRO, the Breath Alcohol Technician (BAT), the Substance Abuse Professional (SAP), and the program manager are the only ones allowed access to the testing records without the tested employee's written permission.

In cases where a corrective action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. The City of Kingsport will carry out this policy in a manner that respects the dignity and confidentiality of those involved.

Analytical urine drug testing and breath testing for alcohol will be conducted when required by Federal regulations. All employees will be tested for reasonable suspicion when deemed necessary by a supervisor trained in Reasonable Suspicion Evaluation. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP). An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Breath alcohol concentration tests will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. Any employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth for City of Kingsport employees.

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position and informed of available educational and rehabilitation programs. A positive drug and/or alcohol test or violation of compliance with testing requirements will result in immediate termination. The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employee Requested Testing

Any employee who questions the results of a required drug test under this policy may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Reasonable Suspicion Testing

All City employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance as defined by 49 CFR §655.43. A reasonable suspicion referral for testing shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor or other company official who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. It is noted that accidents (on their own) do not constitute reasonable suspicion for testing.

Dilute Negative Results

If the MRO informs the City that a negative drug test was dilute, the employee will be directed to take another test immediately. Such recollections must not be collected under direct observation, unless there is another basis for use of direct observation in accordance with 49 CFR §40.67(b) and (c). If directed to take another test, the employee will be given the minimum possible advance notice that he or she must go to the collection site. If an employee is directed to take another test,

the result of the second test—not that of the original test—becomes the test of record, on which the City will rely for purposes of this part.

SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free program should contact the following representatives:

Program Manager: Risk Manager

Address: City of Kingsport
225 West Center Street
Kingsport, TN 37660

Telephone: (423) 224-9401

Fax: (423) 224-2474

Medical Review Officer and Substance Abuse Professional

Name: Anthony V. Dallas, Jr., MD.

Address: Carehere LLC
5141 Virginia Way Suite 350
Brentwood, TN 37027

Telephone: (615) 812-1637

Fax: (615) 469-0105

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

City of Kingsport – Changes/Additions to Drug and Alcohol Policies

Applicability

Added to Prohibited Substances: Beginning January 1, 2018, in addition to this existing DOT drug testing panel, employees will also be tested for four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration

The highlighted below reflects the verbiage changes to the document:

Effects of Alcohol and Controlled Substances

Employees needing information on the effects of alcohol misuse and controlled substances on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and available methods of intervening when a problem is suspected may contact Human Resources and/or Risk Management.

Testing Procedures

The City shall advise the employee of the resources available for evaluating and resolving prohibited drug use and alcohol misuse by providing contact information Substance Abuse Professionals (SAP's) and counseling and treatment programs.

Pre-Employment Testing

All safety-sensitive applicants shall undergo urine drug testing immediately following the offer of employment or prior to being transferred into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment or transfer from a non-safety sensitive function to a safety-sensitive function. If the test is cancelled, the covered employee or applicant must take another pre-employment drug test with a verified negative result.

Temporary Removal from a Safety-Sensitive Position

Any covered employee or applicant who has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time frame, must undergo urine drug testing with a verified negative result prior to returning to the safety-sensitive function.

Post Accident Testing

Following an accident, the safety-sensitive employees will be tested within two hours of the accident if possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. If a specimen cannot be obtained within two hours, a report will be filed stating the reason for such a lapse of time and the City will continue attempts to obtain a specimen. If not able to obtain a specimen after eight hours for alcohol and thirty two hours for drugs, all attempts will stop and the two hour report will be updated. Any safety -sensitive employee involved in an accident must remain readily available and refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test

Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. Upon notification, the employee must report to the collection site immediately and directly.

Directly Observed Collections

If the MRO informs the city an employee must have an immediate unannounced directly observed collection and a trained health care employee is not available at the collection site, a city employee who meets the requirements of 49 CFR 4.67 will be selected to perform the observation.

Program Review

The City of Kingsport will review this program under the following circumstances;

- On an annual basis
- Whenever there are changes to the federal substance abuse program requirements
- Whenever management feels the need to review the program.

System Contact (changed)

Medical Review Officer and Substance Abuse Professional

Name: Antony V. Dallas, JR.,MD.

Address: Carehere LLC

5141 Virginia Way Suite 350

Brentwood, TN 37027

Telephone: (615) 812-1637

Fax: (615) 469-0105



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) 13 Yard Refuse Truck

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

Action Form No.: AF-07-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on December 11, 2019 for the purchase of One (1) 13 Yard Refuse Truck for use by Public Works Sanitation Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on November 17, 2019 and placed on our website for 24 calendar days. It is the recommendation of the committee to accept the low, responsible compliant bid with trade-in offer from Triad Freightliner of TN for One (1) 2021 Freightliner M2106 with Cobra Rear Loader as follows:

	\$144,803.00	Unit Cost
Less	<u>\$17,000.00</u>	Trade in Allowance Equipment # 1787
	\$127,803.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010.

Attachments:

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

Funding source appropriate and funds are available: *CM*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF
ONE 13 YARD REFUSE TRUCK TO TRIAD FREIGHTLINER OF
TENNESSEE, LLC AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened December 11, 2019, for the purchase of one (1) 13 yard refuse truck for the use at the public works sanitation department; and

WHEREAS, the city will receive \$17,000.00 for a trade-in allowance for vehicle #1787; and

WHEREAS, upon review of the bids, the board finds Triad Freightliner of Tennessee, LLC 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 one (1) 2021 Freightliner M2106 with Cobra Rear Loader 13 yard refuse truck from Triad Freightliner of Tennessee, LLC, at a total purchase cost of \$127,803.00, which includes the deduction of the \$17,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of purchase one (1) 2021 Freightliner M2106 with Cobra Rear Loader 13 yard refuse truck at a total purchase cost of \$127,803.00, which includes the deduction of the \$17,00.00 trade-in allowance, is awarded to Triad Freightliner of Tennessee, LLC, and the city manager is authorized to execute a purchase order for 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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
December 11, 2019
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

13 YARD REFUSE TRUCK						
Vendor:	Qty.:	Unit Cost:	Trade-In #1787:	Delivery Time:	Make/Model:	Comments:
Goodpasture Motor Co.	1	\$148,728.03	\$14,500.00	210-240 Days	2021 Itl. HV 607 W/New Way Body	Specs. & Additional Info. Included
Goodpasture Motor Co.	1	\$145,373.00	\$ 1,600.00	210-240 Days	2021 Itl. HV 607 W/Heil Body	Specs. & Additional Info. Included
Goodpasture Motor Co.	1	\$141,097.00	\$ 5,000.00	210-240 Days	2021 Itl. HV607 W/Curbtender Body	Specs. & Additional Info. Included
Triad Freightliner of TN	1	\$137,172.00	\$ 7,500.00	180-240 Days	2021 Freightliner M2106 W/Curbtender Body	Specs. & Additional Info. Included
Triad Freightliner of TN	1	\$144,803.00	\$17,000.00	240-300 Days	2021 Freightliner M2106 Cobra Rearloader	N/A
Triad Freightliner of TN	1	\$141,448.00	\$ 3,000.00	150-210 Days	2021 Freightliner M2106 W/Heil PT 1000	N/A
Worldwide Equipment Inc.	1	\$152,717.00	\$14,500.00	270-290 Days	2021 Kenworth T370 W/New Way Cobra	N/A
MHC Kenworth of Kingsport	1	\$154,495.00	\$14,500.00	180 Days	2021 Kenworth T370 W/New Way Cobra Body	N/A

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

Vehicle Vendors

Members:

Brian Clark
Carl Archer
Carolina Industrial Equipment
cbaton@cdjrcolumbia.com
CMI Equip
Courtesy Chevrolet
Cox Tractor
Crabtree Buick GMC
Empire Ford
Empire Ford II
Fairway Ford
Finley
Freedom Ford/Chevrolet
Freeland Auto
Golden Circle Ford
Goodpasture Motor Co
GSP Marketing
Jim Rogers
Lance Cunningham Ford
Lonnie Cobb Ford
MHC Kenworth
Mid State Equipment
Municipal Equipment
Neighborhood Ford
Public Works Equipment
Richmond Machinery
Rodders & Jets
Stowers
Stringfellow
todd.love@thetruckpeople.com
Tri Cities Dodge
Triad Freightliner
West Hills Tractor
Worldwide Equipment

brian@autoworldbsg.com
carlarcher@billgatton.com
rob@ciequipment.com
cbaton@cdjrcolumbia.com
cmiequip@bellsouth.net
chite@courtesykingsport.com
jcox1956@yahoo.com
crabtreebgmc@gmail.com
kp_porter@hotmail.com
jason.empireford@gmail.com
alandrinnon@fairwaykingsport.com
dmeador@heavymachinesinc.com
drewjohnson32@yahoo.com
herb.odom@freelandauto.com
wpickard@goldencircle.com
sales@goodpasturemotor.com
dave@g-sproducts.com
jrogers@thepetestore.com
ctuckerold@lcford.com
lcag.fleet@gmail.com
chris.jessee@mhc.com
robert@mtjoyrv.com
mequip@iglou.com
toddlove12@gmail.com
cory@pweasi.com
richmondmachinery@msn.com
roddersandjetsco@aol.com
dhigdon@stowerscat.com
craig@stringfellow.bz
todd.love@thetruckpeople.com
nick.jennings@tricitydodge.com
bjanutolo@triadfreightlinern.com
tina.eldridge@westhillstractor.com
scott.pekar@thetruckpeople.com



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

Memo

To: Nikisha Eichmann, Assistant Procurement Manager

From: Truck Committee: Rodney Deel, Sanitation Supervisor
Nikisha Eichmann, Assistant Procurement Manager
Steve Hightower, Fleet Manager

Date: December 18, 2019

Re: Thirteen Yard Refuse Truck Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the \$17,000 trade in offering for unit #1787.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Award to Vendor</u>	<u>Fuel Economy</u>
1	1	2021 Freightliner M2106 w/Cobra	Triad Freightliner	6 - 7 MPG

Low Compliant Bidder

The bidder offering recommended is compliant in all major aspects of the minimum specification requirements for the Thirteen Yard Refuse Truck specified.

This unit will be a Fleet Replacement

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 with 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 of this unit is 240-300 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non- compliance.

Review of Specifications

The bid offerings were reviewed by Sanitation Supervisor - Rodney Deel, Assistant Procurement Manager - Nikisha Eichmann, and Fleet Manger - Steve Hightower, who are agreement with this recommendation. Confirming email of agreement is attached.

Fuel Economy Improvement

0%

The unit(s) being replaced have a similar fuel economy to the unit(s) being purchased so there will be no estimated improvement in fuel economy ratings.

Trade In Information

1. Trade in(s):
 - a. Recommendation: Accept Trade Offering
 - b. City #1787 – 2008 Mitsubishi with Rear Loading Refuse – 141,719 mileage – 11 years

Origin Information

1. New Unit Origin of Manufacture:
 - a. Cab/ Chassis Mfg.– Mount Holly, NC or Saltillo, Mexico
 - i. 50% Domestic/ 50% Foreign Materials
 - b. Body Manufacture – Cedar Falls, IA.
 - i. 90% Domestic/ 10% Foreign Materials
2. New Unit Purchase Dealer:
 - a. Cab/ Chassis/ Body Triad Freightliner – Kingsport, TN
 - b. Body Dealership – Municipal Equipment - Louisville, KY

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

Thank you



Picture for demonstration purposes only and is not the exact product being purchased

From: Deel, Rodney
Sent: Tuesday, December 17, 2019 9:07 AM
To: Hammonds, Ronnie <RonnieHammonds@KingsportTN.gov>; Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Rear loader

Ronnie,

We have reviewed the bids for the replacement of 1787 a rear loader. We are recommending the low bid of Triad Freightliner of TN, 2021 Freightliner M2106 Cobra Rear loader. Steve can we continue with the purchase of the rear loader?

Thanks,
Rodney Deel
Household Refuse Supervisor
City of Kingsport
423-224-2675
rodneydeel@kingsporttn.gov



AGENDA ACTION FORM

Execute an Agreement with Blue Ridge Medical Management Corporation for Counseling Services for Kingsport City Employees

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

Action Form No.: AF-04-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Baumgardner
 Presentation By: G. DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

The Human Resources Department has been conducting research into providers for outpatient counseling, substance abuse evaluations, and crisis intervention and assessment services to full time employees. In doing so, the Human Resources Department in conjunction with Mark III (Healthcare Consultant) evaluated three proposals from different providers. After reviewing those results, quotes from local providers with a local presence were obtained. The Blue Ridge Medical Management Corporation quote came back lower than any of the other proposals with similar levels of service output.

In order to determine usage on the first year, the Human Resources Department is recommending paying the \$1 per month per eligible employee rather than paying cost by appointment. After the first year, this payment method could be adjusted to better reflect the actual usage of the program. The average cost of the program for the first year is estimated to be between \$10,000 and \$12,000.

It is recommended that approval be given to execute a one year agreement with Blue Ridge Medical for counseling services for the Kingsport City full-time employees with the option to automatically renew annually.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *[Signature]*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH BLUE RIDGE MEDICAL MANAGEMENT CORPORATION FOR COUNSELING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with Blue Ridge Medical Management Corporation for counseling services for city employees; and

WHEREAS, the program will provide outpatient counseling services, substance abuse evaluations and crisis intervention and assessment; and

WHEREAS, the term of the agreement is for one year.

Now therefore,

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

SECTION I. That an agreement with Blue Ridge Medical Management Corporation for counseling services for counseling services for city employees is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Blue Ridge Medical Management Corporation for counseling services for counseling services for city employees 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:

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT
between
CITY OF KINGSPORT
and
BLUE RIDGE MEDICAL MANAGEMENT CORPORATION

This Agreement is effective as of this the 1st day of January, 2020, by and between City of Kingsport ("Company") and Blue Ridge Medical Management Corporation ("BRMMC") for the provision of services as outlined herein to Company's employees through BRMMC's Employee Assistance Program ("EAP").

W I T N E S S E T H:

WHEREAS, Company is a governmental entity located in Kingsport, Tennessee; and WHEREAS, as part of the benefits Company provides to its eligible employees and their dependents, Company would like to offer certain psychiatric and substance abuse services by establishing and offering said services through an EAP benefit; and

WHEREAS, BRMMC is in the business of providing psychiatric and substance abuse services and is willing to provide said services to employees of Company;

THEREFORE, PREMISES CONSIDERED, the parties agree as follows:

I. Obligations of BRMMC

A. Services. BRMMC agrees to provide outpatient counseling, substance abuse evaluations, crisis intervention, and assessment services under this Agreement to eligible full-time employees of Company. Such services shall include counseling and treatment for psychiatric and substance abuse problems, that meet medical necessity, as evidenced by an active **DSM IV** diagnosis, excluding V codes. Services include assessment, outpatient counseling, and crisis intervention services.

B. Service Limits. Eligible employees shall be limited to a maximum of six (6) visits per contract year.

C. Verification of Eligibility. BRMMC shall verify eligibility for services under this Agreement by requiring all Company employees to bring a copy of their most recent pay stub from Company.

D. Scheduling. BRMMC will maintain a telephone contact for the scheduling of EAP services on a 24 hour, 365 days per year basis. To schedule service under this Agreement, Company's employees shall contact BRMMC's EAP Benefits Coordinator by calling (423) 302-3480, to make an appointment.

1. Routine. BRMMC agrees to furnish Services as soon as possible or as mutually agreed with the referred eligible employee unless the employee either (i) requests services on an emergency basis or (ii) the EAP Benefits Coordinator, after talking with the employee, believes the services need to be provided on an emergency basis.

2. Emergency. If the employee requests services on an emergency basis or if the EAP Benefits Coordinator, after talking with the employee, believes the services need to be provided on an emergency basis, BRMMC will furnish an immediate appointment for the provision of Services.

3. Appointment Times. When necessary, BRMMC agrees to make every effort to schedule appointment times on an extended work day basis. (i.e. outside of the client's normal work schedule).

B. Qualifications. BRMMC warrants that those providing services under this Agreement are duly licensed and/or qualified in the State of Tennessee to perform the services outlined in this Agreement, and that they are in good standing. All services will be performed fully within the professional standards as applicable to the individual's discipline and within any policies, procedures and/or codes of ethics adopted by the licensing board and/or professional associations of which the individual may be a member.

E. Documentation of Services. BRMMC shall accurately document all services furnished under this Agreement but said documentation shall be held in the strictest of confidence by BRMMC and shall not be released except as required by law or as authorized by the employee.

F. Billing. BRMMC will bill Company on a quarterly basis, in compliance with the charges outlined on Exhibit A, for all services provided under this Agreement.

G. Reporting. BRMMC shall furnish Company with quarterly utilization reports showing the number of individuals served, the number of sessions provided, and the total number of hours of service provided during the previous quarter. BRMMC agrees to cooperate with reasonable requests for additional information but all such reports shall present aggregate utilization data only and shall never identify individuals making use of the EAP program.

H. Technical Assistance. BRMMC shall provide technical assistance to Company in maintaining their EAP program, to include:

1. Orientation/training of supervisors and employees with respect to the availability and benefits of the EAP program.

2. The provision of printed materials describing the EAP benefits available to employees under Company's EAP program.

3. BRMMC will provide special services and programs to Company as requested.

II. Obligations of COMPANY

A. Eligibility Requirements. Eligible employees shall include all employees of Company with exception of temporary employees as determined by Company.

B. Company Policy/Procedure. Company will provide to BRMMC a copy of the Company's current drug abuse and testing policy and procedures.

C. Costs. Company assumes all responsibilities for costs incurred under this Agreement in accordance with the fee schedule set forth herein.

III. Miscellaneous Provisions.

A. Term and Termination.

1. Term. The term of this Agreement shall commence on the day and date first written above, and shall continue in effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other.

2. Termination.

(i) Either party may terminate this Agreement effective immediately upon delivery of written notice if the other party becomes insolvent or bankrupt, or ceases substantially to do business.

(ii) Either party may terminate this Agreement upon thirty (30) days notice if either party engages in conduct which violates federal or state anti-referral, false claims, or billing or payment laws or regulations. For purposes of this section, a party to this Agreement shall be deemed to have engaged in such conduct if either party is so advised in writing by final order of CMS, HHS, or by any other regulatory body.

B. Status of Parties.

1. Principle and Independent Contractor. The parties agree that the relationship created under this Agreement is that of Principal and Independent Contractor. BRMMC is subject to the control and direction of Company solely as to the results to be accomplished by the work described hereunder, and not as to the means and methods for accomplishing the result. BRMMC shall exercise independent discretion as to the manner in which the Services are completed. BRMMC shall be solely and entirely responsible for the acts of individuals providing services under this Agreement.

2. Fringe Benefits. BRMMC employees and those providing services as an independent contractor of BRMMC, if any, shall not be considered an employee or agent of Company for any purpose, and shall not be entitled to any of the fringe benefits normally provided by Company to its employees, including, but not limited to, worker's compensation insurance, unemployment insurance, group insurance, and any retirement program.

C. Insurance.

1. BRMMC shall maintain professional liability insurance through self insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate covering any BRMMC employees providing services hereunder.

2. Notwithstanding anything in this Agreement to the contrary, Company is self-insured through Public Entity Partners, formerly known as Tennessee Municipal League Risk Management Pool, to the extent of the limits contained in the Tennessee Governmental Tort Liability Act, T.C.A. §29-20-101, et seq.

D. Indemnification. BRMMC hereby indemnifies and holds Company harmless from and against any and all liability, losses, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused or asserted to have been caused directly or indirectly by BRMMC's employees or agents, by or as a result of the performance of their duties hereunder. Nothing in this section shall relieve BRMMC from liability proximately caused by its employees in the normal course of their duties.

E. Access to Books and Records. Each party, upon reasonable notice and at reasonable time, shall have the right to inspect, review and copy such records of the other party which are directly related to each party's performance of the terms of this Agreement except that Company shall have no right to review medical records of employees receiving assistance under this Agreement.

F. Trade Secrets. Company and BRMMC acknowledge that in the provision of services by BRMMC under this Agreement, Company and BRMMC shall have access to and contact with the existing trade secrets, confidential and proprietary business information and copyrighted and copyrightable material belonging to the other party. During the Company and BRMMC covenant and agree as follows:

1. That they shall use their best efforts and exercise utmost diligence to protect and safeguard any trade secrets, copyrightable or copyrighted material and confidential and proprietary information of the other party;

2. That they shall not disclose any such trade secrets, copyrightable and copyrighted material and confidential and proprietary information, except as may be required in the course of performing services under this Agreement or as may be required by law.

3. That they shall not use, directly or indirectly, for their own benefit or for the benefit of another, any of such trade secrets, copyrightable and copyrighted material (and all versions thereof), trademarks and confidential and proprietary information.

4. This covenant does not apply to information which is already in the Public Domain, information of which the acquiring party may already have knowledge, or information which becomes Public Domain property in the future.

5. Notwithstanding anything in the Agreement to the contrary, any documents or materials, including the Agreement in any format, including but not limited to, paper, electronic or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503, et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Company must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503, et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to BRMMC or provide BRMMC with notice or the time to obtain a protective order.

G. Compliance with Federal Anti-Kickback Statute. Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute, as such statute is amended from time to time. Accordingly, the parties acknowledge that, although BRMMC and its employees are obligated to provide services as specified in this Agreement, there is no obligation of Company to refer its employees to BRMMC facilities, nor any intent to influence the judgment of Company regarding where their employees receive health care

services. The parties further intend that the terms and conditions of this Agreement meet the requirements of the personal services and management contract safe harbor to the federal Medicare and Medicaid Anti-Kickback Statute as set forth in 42 C.F.R. Part 1001.952(d). This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations. The payments to BRMMC hereunder are fair market value for services rendered based upon arm's length bargaining and the value of similar services in the community. Such payments are intended solely as compensation for the services provided under this Agreement.

H. Notices. Any notice required under this Agreement shall be in writing and shall be either hand-delivered or transmitted by certified or registered mail, postage prepaid and return receipt requested, and with such writing to be addressed to the parties as follows:

COMPANY:
City of Kingsport
225 West Center Street
Kingsport, TN 37660
Attn: -----

BRMMC:
Marsha Litton-Baker EAP Manager
403 Princeton Road, Suite 5
Johnson City, TN 37601

The above addresses may be changed by providing notice in the manner outlined above.

I. Non Discrimination. The parties agree that in the rendering of services under this Agreement, neither will discriminate on the basis of race, creed, gender, age, handicap, sexual orientation, veteran status, or lifestyle, including the provision of Title VI and Title VII of the Civil Rights Act of 1973, the Rehabilitation Act of 1973, Executive Order 11.246, the Americans with Disabilities Act and the regulations related to each.

J. Headings. The headings of each section or subsection in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of such section or subsection.

K. Governing Law. This Agreement has been made and executed in, and shall be construed and enforced according to the laws of the state of Tennessee.

L. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such provisions had never been contained herein.

M. Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

N. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure of performance under this Agreement which is the result, directly or indirectly of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

O. Enforceability. In the event any provision of this Agreement is found to be unenforceable or invalid, such provision shall be severable from this Agreement and shall not affect the enforceability or validity of any other provision contained in this Agreement.

P. Merger. This contract embodies the entire agreement and understanding between the parties with respect to the services as detailed herein and supersedes all prior agreements, either oral or written, between the parties and relating to the subject matter as detailed above. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Q. No oral modification. This Agreement may not be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

This Agreement is entered into as of the day and date first written above

[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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Award Bid to Portland Utilities Construction Co, LLC for the 2019 Inflow & Infiltration (I&I) Sanitary Sewer Project

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

Action Form No.: AF-10-2020
Work Session: January 6, 2020
First Reading: NA

Final Adoption: January 7, 2020
Staff Work By: C. Austin/H. Clabaugh
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on December 18, 2019 for the 2019 I&I Sanitary Sewer Project. The intent of the project is to effectively maintain and replace aging infrastructure within the sanitary sewer system. This effort will result in a reduction of stormwater inflowing and groundwater infiltrating into the sanitary sewer system as well as reinvesting into vital assets of the City that have exceeded their useful life. This project consists of Rehab/replacement of approximately 2752 LF public gravity sanitary sewer, replacement of 14 sanitary sewer manholes, 2 sanitary sewer manhole repairs and all related appurtenances to serve the Brooks Street, Konnarock Road, Fort Robinson Drive, White Street/Gibson Mill, and Eastman Road areas. The project will also include the abandonment of 836 LF waterline and reconnection of 18 existing services to an existing waterline to serve the Fort Robinson Drive area and all related appurtenances. The project shall be completed in 365 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Portland Utilities Construction Co, LLC in the amount of \$873,345.88.

Base Bid	\$873,345.88
Contingency 6%	52,400.75
Engineering Inspection & Admin 14%	<u>129,604.53</u>
Total Project Cost	\$1,055,351.16

Funding is available and identified in SW1902 and WA1907.

Attachments:

1. Resolution
2. Bid Minutes
3. Location Map

Funding source appropriate and funds are available: *JM*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE 2019 I & I
SANITARY SEWER PROJECT TO PORTLAND UTILITIES
CONSTRUCTION COMPANY, LLC 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 18, 2019, for the 2019 I & I Sanitary Sewer Project; and

WHEREAS, upon review of the bids, the board finds Portland Utilities Construction Company, LLC 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 rehabilitation/replacement of approximately 2752 linear feet of public gravity sanitary sewer, replacement of 14 sanitary sewer manholes, 2 sanitary sewer manhole repairs and all related appurtenances to serve the Brooks Street, Konnarock Road, Fort Robinson Drive, White Street/Gibson Mill and Eastman Road areas from Portland Utilities Construction Company, LLC at an estimated construction cost of \$873,345.88; and

WHEREAS, funding is identified in project numbers SW1902 and WA1907.

Now therefore,

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

SECTION I. That the bid for the 2019 I & I Sanitary Sewer Project, consisting of the rehabilitation/replacement of approximately 2752 linear feet of public gravity sanitary sewer, replacement of 14 sanitary sewer manholes, 2 sanitary sewer manhole repairs and all related appurtenances to serve the Brooks Street, Konnarock Road, Fort Robinson Drive, White Street/Gibson Mill and Eastman Road areas at an estimated cost of \$873,345.88 is awarded to Portland Utilities Construction Company, LLC, 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 7th day of January, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
December 18, 2019
4:00 P.M.

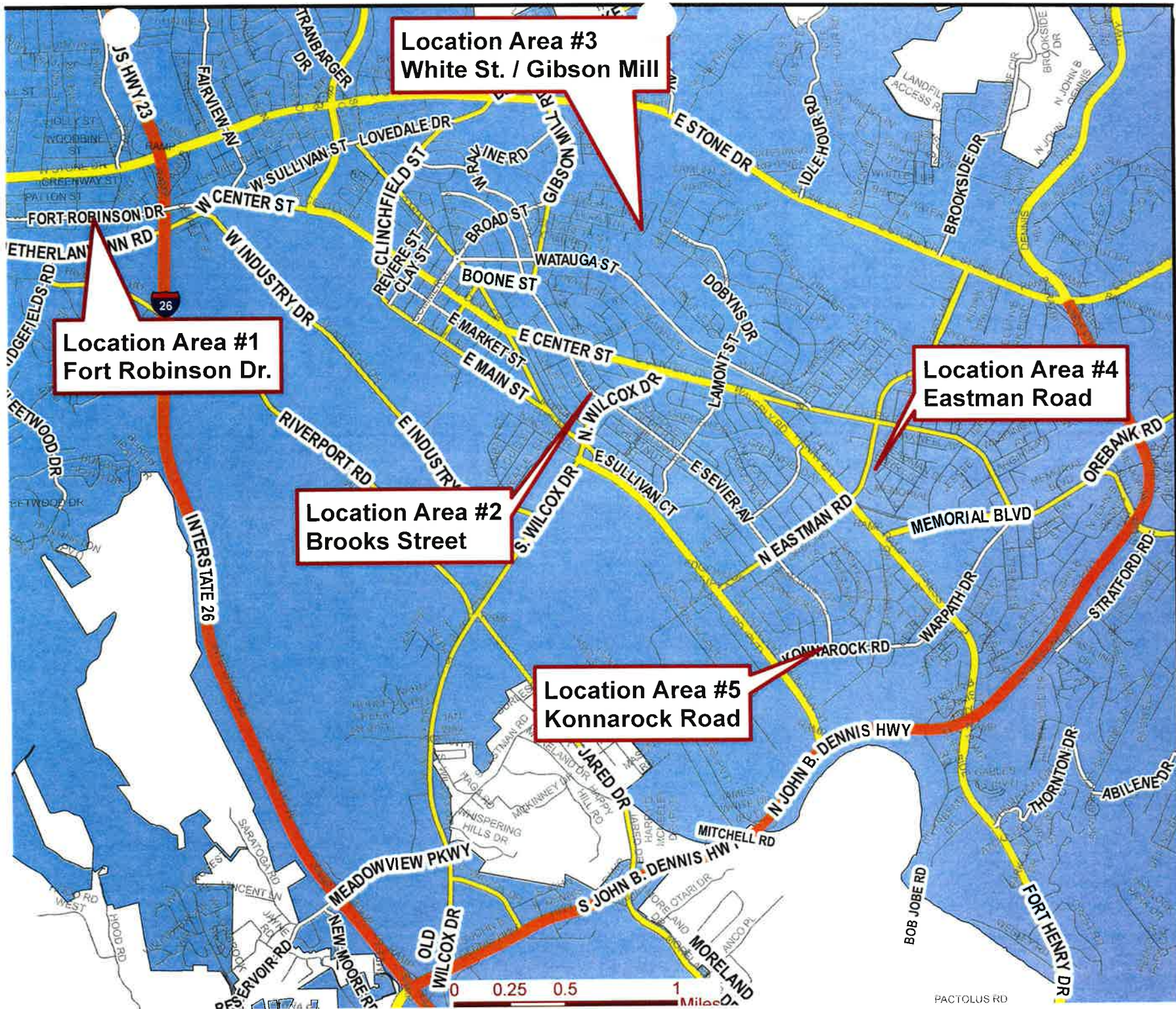
Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering Department; and Dawn Melton, Project Manager

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

The Procurement Manager opened with the following bids:

2019 I & I SANITARY SEWER PROJECT		
Vendor:	Total Bid:	Comments:
Morgan Contracting, Inc.	\$1,312,570.00	Mark overs present but have been initialed.
Portland Utilities Construction Co, LLC	\$ 873,345.88	N/A

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



Legend

- Collector Street
- Expressway
- Interstate
- Minor Arterial
- Major Arterial
- Local Streets
- Kingsport Limits



Project Location Map
2019 I&I Sanitary Sewer Project



AGENDA ACTION FORM

Acceptance of FY 2019 Comprehensive Annual Financial Report (CAFR)

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

Action Form No.: AF-13-2020
 Work Session: January 6, 2020
 First Reading: N/A

Final Adoption: January 7, 2020
 Staff Work By: Sid Cox, Lisa Winkle
 Presentation By: Sid Cox, Lisa Winkle

Recommendation:

Accept the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2019.

Executive Summary:

Presented for your consideration is the FY 2019 Comprehensive Annual Financial Report (CAFR). The report contains management's transmittal letter to the Board of Mayor and Alderman, the Management's Discussion and Analysis (MD&A) letter that summarizes significant financial changes and overview of the City's financial condition at June 30, 2019, the auditor's opinion letter, audited financial statements, statistical tables and compliance reports.

The audit for June 30, 2019 was conducted by Brown Edwards & Company, LLP. Members of the audit team will be at the BMA Work Session to answer any questions.

The Audit Committee discussed the 2019 CAFR and the results of the audit with the audit team on December 30, 2019. The Audit Committee consisting of Vice-Mayor Collette George, Chairman; Alderman Darrell Duncan; and Alderman Tommy Olterman approved and accepted the 2019 CAFR and audit reports. The CAFR was filed with the State of Tennessee Comptroller's Office on December 31, 2019.

It should be noted that the auditor's report expresses an unmodified opinion on the financial statements. There were no material weakness findings or no significant deficiency findings listed in the report. There was one instance of a non-compliance finding listed in the report. These reports are located in the compliance section found at the back of the CAFR, beginning on page 266.

Attachments:

1. FY 2019 Comprehensive Annual Financial Report

<https://ss4b22gu47s3g6mho1s0vuee-wpengine.netdna-ssl.com/wp-content/uploads/2020/01/2019-Comprehensive-Annual-Financial-Report.pdf>

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