



## **AGENDA**

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

**Monday, August 16, 2021, 4:30 p.m.  
City Hall, 415 Broad Street, Boardroom**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

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

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

1. Call to Order
2. Roll Call
3. Municipal Election Years – Jason Booher
4. This is Kingsport Presentation – Adrienne Batara
5. Review of items on August 17, 2021 Business Meeting Agenda
6. Adjourn

**Next Work Session, Tuesday, September 7, 2021**

## BMA Report, August 17, 2021



### **Kingsport Employee Wellness, George DeCroes**

	01/01/2021 – 07/31/21	08/01/2021 – 08/10/2021
<b>Total Utilization</b>	<b>83.7%</b>	<b>94.1%</b>
City – Active Employees	64.9%	56.9%
City – Dependents	30.3%	31.2%
City – Retirees	0.3%	0.0%
Extended-Patient Services/Other	0.1%	3.5%
Work Comp	0.4%	2.1%
No Show	4.0%	6.3%

\* Extended Patient Services/Other include: patient referral calls, patient follow ups, pharmacy call backs, lab follow up calls, patient record charting and clinic office management

### **Worker's Compensation, John Burkholder**

For the month of July 2021, the City had four worker's compensation claims. Kingsport City Schools did not submit any claims during the month of July. One employee lost time and had duty restrictions beyond their initial treatment.



# City of Kingsport

August 17, 2021

## Project Status in Pictures

### 1 Fire Training Classroom

*The foundation is complete, roof trusses have been set and utility pipes placed.*

### 3 Grove Drive Paving

*In-house paving crews are finishing paving Grove Drive after stormwater improvements were completed.*

### 2 West Kingsport Force Main

*Crews have nearly completed the project, including a newly paved portion of the Greenbelt and new turnaround.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Still working to secure Row Certification. Holston Land property (CSX owned) requires a plan revision.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	9/1/2021	Week of 7/12/21 - paving of lift station parking lot and Greenbelt.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	TDOT acknowledged receipt of the draft NEPA for review on 8/5/2021. It has been placed in the queue for review.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA document has been approved. Awaiting NTP for Design from TDOT.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor has completed the Gibson Mill area work.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Response from TDOT Environmental on 5/17 and 6/11 still in the queue for review.
\$1,041,845.18	Ryan McReynolds	<b>2021 Area 35A Paving</b>	Paving a portion of the Eastern Star Area to the east of I-26. This work is paving roadways that have been impacted by water and sewer work due to Border Regions Annexation plan of service requirements.	10/30/2021	Working on obtain fully executed contract.
\$535,231.30	Michael Thompson	<b>2021 Contracted Paving - E Sullivan Street</b>	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2021	BMA approved 8/3/21. Working to obtain executed contract.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$110,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	1/31/2022	BMA voted to reject all bids. Project will be rebid once the construction climate improves.
		<b>Area 31 Paving (in house)</b>	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd	8/31/2021	Paving operations will wrap up by 8/6/2021 in this area.

# Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
		<b>Area 31 Paving (in house)</b>	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd	8/31/2021	Paving operations will wrap up by 8/6/2021 in this area.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	9/1/2021	Week of 7/12/21 - paving of lift station parking lot and Greenbelt.
\$535,231.30	Michael Thompson	<b>2021 Contracted Paving - E Sullivan Street</b>	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2021	BMA approved 8/3/21. Working to obtain executed contract.
\$1,041,845.18	Ryan McReynolds	<b>2021 Area 35A Paving</b>	Paving a portion of the Eastern Star Area to the east of I-26. This work is paving roadways that have been impacted by water and sewer work due to Border Regions Annexation plan of service requirements.	10/30/2021	Working on obtain fully executed contract.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor has completed the Gibson Mill area work.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA document has been approved. Awaiting NTP for Design from TDOT.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$110,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	1/31/2022	BMA voted to reject all bids. Project will be rebid once the construction climate improves.
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp;MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	TDOT acknowledged receipt of the draft NEPA for review on 8/5/2021. It has been placed in the queue for review.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Response from TDOT Environmental on 5/17 and 6/11 still in the queue for review.
\$10,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Still working to secure Row Certification. Holston Land property (CSX owned) requires a plan revision.





## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, August 17, 2021, 7:00 p.m.  
City Hall, 415 Broad Street, Boardroom**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

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

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

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

#### **II.A PLEDGE OF ALLEGIANCE TO THE FLAG – New Vision Youth**

#### **II.B INVOCATION – Pastor Rick Meade, Lynn Garden Baptist Church**

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

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

1. Recognition of Dr. Spivey
2. Keep Kingsport Beautiful Beautification Awards

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

1. Appointments to the Bays Mountain Park Commission (AF:248-2021) (Mayor Shull)
  - Appointments

**V. APPROVAL OF MINUTES**

1. Work Session – August 2, 2021
2. Business Meeting – August 3, 2021

**VI. COMMUNITY INTEREST ITEMS**

**A. PUBLIC HEARINGS**

None

**COMMENT**

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

**B. BUSINESS MATTERS REQUIRING FIRST READING**

- ~~1. Amending Sections 2-569 and 2-570 of the Kingsport Code of Ordinances to Reestablish a Designated Alderman for the Disposition of City Owned Real Property (AF:249-2021) (Lisa Winkle)~~
  - ~~• Ordinance – First Reading~~
2. Budget Adjustment Ordinance for the Health Insurance Fund in FY21 (AF:256-2021) (Chris McCartt)
  - Ordinance – First Reading
3. Budget Adjustment Ordinance for the Fleet Maintenance Fund in FY22 (AF:257-2021) (Chris McCartt)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amending the Zoning Code by Removing the Prohibition of Certain Building Materials for the Purpose of Compliance with New State Law Public Chapter 332. THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS (AF:241-2021) (Ken Weems)
  - Ordinance – Second Reading

**D. OTHER BUSINESS**

1. Enter into an Agreement with Barge Design Solutions for Riverbend Park Professional Design Services (AF:254-2021) (Michael Borders/Kitty Frazier)
  - Resolution
2. Authorizing Signature of Work Estimate for Sullivan County Highway Department to Resurface a Portion of Shady View Road (AF:245-2021) (Ryan McReynolds)
  - Resolution

Item VI.B.1  
pulled.

3. Approve a Release of All Claims for USAA Insurance Company and Its Insured Michael W. Richards for Payment for Damages to a Fence and Sewer Lift Pump Station Due to a Vehicle Crash on September 16, 2018 on Clouds Ford Road (AF:206-2021) (John Burkholder)
  - Resolution
4. Amend a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases (AF:227-2021) (David Frye)
  - Resolution
5. Authorize the Reimbursement of Materials Agreement Funds to Landstar, LLC Also Known As Land Star Partners LLC for the West Gate Phase 1 development (AF:242-2021) (Ryan McReynolds)
  - Resolution
6. Purchase of a Used 2018 Caterpillar D6 Dozer from Stowers Machinery (AF:253-2021) (Ryan McReynolds)
  - Resolution

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

## **VII. CONSENT AGENDA**

1. Authorize a Change in Name and Title of the Person On Record with ICMA/RC (Mission Square) as the Plan Coordinator On Behalf of City Retirement Plans (AF:247-2021) (George DeCroes)
  - Resolution
2. Authorizing the Mayor to Execute All Necessary and Proper Documents with Flexible Benefit Administrators for COBRA Administrative Services (AF:237-2021) (George DeCroes)
  - Resolution
3. Authorization for the Mayor to Execute a Deed of Easement to Domtar Paper Company, LLC (AF-251-2021) (Chris McCartt)
  - Resolution
4. Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF:252-2021) (Lisa Winkle)
  - Resolution
5. Proposed Stormwater Annual Compliance Report (AF:255-2021) (Ryan McReynolds)
  - Resolution



**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**



## AGENDA ACTION FORM

### Appointments to the Bays Mountain Park Commission

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

Action Form No.: AF-248-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Rob Cole  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointments

### Executive Summary:

It is recommended to reappoint Russ Brogden, Robin Kerkhoff and Woody Reeves to the Bays Mountain Park Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The committee is comprised seven (7) members.

Current Commission			
Member	Term Expires	No. of Terms	Eligibility
David Fox	1/31/24	2	KPT Resident
Mary Steadman	1/31/24	4	At-large
Jeremiah Lounds	1/31/24	1	KPT Resident
Russ Brogden	7/31/21	2	KPT Resident
Robin Kerkhoff	7/31/21	3	KPT Resident
Woody Reeves	7/31/21	1	KPT Resident
Colette George	Term of Ofc.	N/A	County Comm. Rep.

Recommended Commission			
Member	Term Expires	No. of Terms	Eligibility
David Fox	1/31/24	2	KPT Resident
Mary Steadman	1/31/24	4	At-large
Jeremiah Lounds	1/31/24	1	KPT Resident
Russ Brogden	7/31/24	3	KPT Resident
Robin Kerkhoff	7/31/24	4	KPT Resident
Woody Reeves	7/31/24	2	KPT Resident
Colette George	Term of Ofc.	N/A	County Comm. Rep.

### Attachments:

None

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Ottermann	—	—	—
Phillips	—	—	—
Shull	—	—	—

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, August 2, 2021, 4:30 PM  
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan  
Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
Michael Borders, Assistant City Manager  
J. Michael Billingsley, City Attorney  
Angie Marshall, City Clerk/Deputy City Recorder  
Scott Boyd, Fire Chief  
Dale Phipps, Police Chief  
George DeCroes, Human Resources Manager  
John Morris, Budget Officer  
Ken Weems, Planning Manager  
John Burkholder, Risk Manager  
John Rose, Economic Development Director  
Jessica Harmon, Assistant to City Manager  
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall.
3. **CITIZEN SURVEY CUSTOM QUESTION DISCUSSION.** Jessica Harmon gave a presentation on this item, providing details on the ten facets for the questions to be benchmarked against. She then discussed the survey process and the next steps moving forward. City Manager McCartt stated this company is highly recommended within the city manager's association with the benefit of speaking the language of local government. Discussion followed.
4. **REVIEW OF AGENDA ITEMS ON THE AUGUST 3, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.



**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday August 2, 2021**

**VI.A.1 Amend Zoning Code by Removing the Prohibition of Certain Building Materials for the Purpose of Compliance with New State Law, Public Chapter 332. The Proposed Ordinance Requires Certain Materials to Be Restricted in the Construction of Buildings** (AF: 241-2021). Ken Weems presented this item, noting the impact of the Gateway District as well as B2 and B2E. He confirmed there was no citizen opposition.

**VI.C.1 Amend Zoning of Tax Map 105, a Portion of Parcel 074.23 Located Off Cox Hollow Road from MX (Mixed-Use District) to PD (Planned Development District)** (AF: 226-2021). City Attorney Billingsley provided information on the amendment for this item that needed to be presented at the business meeting tomorrow night.

Alderman Phillips asked for details on the paving of Sullivan Street. Deputy City Manager McReynolds answered and stated he would present that information as well tomorrow night.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:25 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, August 3, 2021, 7:00 PM  
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding	
Vice Mayor Colette George	Alderman Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

Chris McCartt, City Manager  
J. Michael Billingsley, City Attorney  
Lisa Winkle, Treasurer/City Recorder  
Angie Marshall, City Clerk/Deputy City Recorder

- I. SWEARING IN OF CITY RECORDER** - Deputy City Recorder Angela Marshall
- Lisa Winkle as City Recorder/CFO

**II.A. CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.

**II.B. PLEDGE OF ALLEGIANCE TO THE FLAG:** Assistant City Attorney Bart Rowlett.

**II.C INVOCATION:** Minister Phip Sams, First Christian Church.

**III. ROLL CALL:** By City Recorder Winkle. All Present.

**IV.A. RECOGNITIONS AND PRESENTATIONS.**

1. National Farmers Market Week Mayor Shull recognized Kristie Leonard.
2. Miss Sullivan County - Eliza Sanders (Mayor Shull)
3. Fun Fest 40<sup>th</sup> Anniversary Proclamation, Emily Thompson and Lucy Fleming (Alderman Phillips)

**IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.

**V. APPROVAL OF MINUTES.**

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

- A. July 19, 2021 Regular Work Session
- B. July 20, 2021 Regular Business Meeting

Approved: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, August 3, 2021**

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS**

**1. Amend Zoning Code by Removing the Prohibition of Certain Building Materials for the Purpose of Compliance with New State Law, Public Chapter 332. The Proposed Ordinance Requires Certain Materials to Be Restricted in the Construction of Buildings (AF: 241-2021) (Ken Weems).**

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

Motion/Second: George/Duncan, to pass:

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, PERTAINING TO ZONING BY REMOVING THE PROHIBITION OF CERTAIN CONSTRUCTION MATERIALS; CREATING A WAIVER PROCESS FOR THE USE OF CERTAIN CONSTRUCTION MATERIALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

**B. BUSINESS MATTERS REQUIRING FIRST READING.** None.

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

**1. Amend Zoning of Tax Map 105, a Portion of Parcel 074.23 Located Off Cox Hollow Road from MX (Mixed-Use District) to PD (Planned Development District) (AF: 226-2021) (Ken Weems).**

Motion/Second: Montgomery/George, to pass:

**ORDINANCE NO. 6958**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG COX HOLLOW ROAD FROM MX, MIXED-USE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Amend FY22 General Purpose School Fund, Debt Service Fund and the General Project Fund Budgets (AF: 225-2021) (David Frye).**Vice-mayor George made a motion amend this ordinance with language read by the city attorney. Alderman Phillips seconded the motion with all present voting "aye."



**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, August 3, 2021**

Motion/Second: Phillips/Duncan, to pass, as amended:

**ORDINANCE NO. 6959**, AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND, DEBT SERVICE FUND, AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Budget Adjustment for General Project Fund FY22 (AF: 232-2021) (Chris McCartt)**

Motion/Second: Montgomery/Olterman, to pass:

**ORDINANCE NO. 6960**, AN ORDINANCE TO AMEND GENERAL PROJECT FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Bid Award for Construction of Scott Adams Memorial Skatepark (AF: 205-2021) (Michael Borders/Kitty Frazier).**

Motion/Second: George/Duncan, to pass:

**Resolution No. 2022-025**, A RESOLUTION AWARDDING THE BID FOR THE SCOTT ADAMS MEMORIAL SKATEPARK CONSTRUCTION PROJECT TO BE LOCATED AT BRICKYARD PARK TO GRC CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**2. Bid Award for the Purchase of Road Salt for FY22 (AF: 238-2021) (Ryan McReynolds)**

Motion/Second: George/Cooper, to pass:

**Resolution No. 2022-026**, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF ROAD SALT TO COMPASS MINERALS AMERICA, INC., AS A PRIMARY SOURCE AND CARGILL, INC., AS A SECONDARY SOURCE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**3. Amend Professional Service Agreement with CDM Smith for the Wastewater Treatment Plant Electrical Improvements Project (AF: 239-2021) (Ryan McReynolds).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, August 3, 2021**

Motion/Second: George/Montgomery, to pass:

**Resolution No. 2022-027**, A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT AND THIS RESOLUTION

Passed: All present voting “aye.”

**4. Bid Award to W-L Construction & Paving, Inc. for 2021 Contracted Paving - Sullivan Street (AF: 243-2021) (Ryan McReynolds).**

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2022-028**, A RESOLUTION AWARDED THE BID FOR CONTRACTED PAVING - SULLIVAN STREET PROJECT TO W-L CONSTRUCTION & PAVING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**VII. CONSENT AGENDA.**

*(These items are considered under one motion in a roll call vote.)*

Motion/Second: George/Olterman, to adopt:

**1. Accept 2021 Kingsport Parks and Recreation Master Plan as a Guiding Document (AF: 240-2021) (Kitty Frazier/Michael Borders).**

Pass:

**Resolution No. 2022-029**, A RESOLUTION ACCEPTING THE 2021 KINGSFORT PARKS AND RECREATION MASTER PLAN AS A GUIDING DOCUMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

**~~2. Authorize the Mayor to Execute All Necessary and Proper Documents with Flexible Benefit Administrators for COBRA Administrative Services (AF: 237-2021) (George DeGroes).~~** This item was pulled from the agenda on August 3, 2021.

**3. Ratify Mayor’s Signature on Release of Lien (AF: 244-2021) (J. Michael Billingsley).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, August 3, 2021**

Pass:

**Resolution No. 2022-030**, A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON A RELEASE OF THE CITY'S LIEN PLACED AGAINST PROPERTY AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Mr. McCartt commented on the significance of the two capital projects passed tonight, the skatepark and the repaving of Sullivan Street. He also recognized all the city employees who made Funfest a success
- B. MAYOR AND BOARD MEMBERS.** Alderman Montgomery mentioned a letter in the newspaper thanking staff for several events, adding more to the list. Alderman Phillips commented on that events that have been pushed to the fall including the Lo Country Boil next weekend for the Netherland Inn Association. Alderman Olterman stated his appreciation for the police, fire and public works departments. Alderman Duncan talked about the J.A.C.K. system for city payments, noting it stands for Justified Automated Collection Kiosk. He also commented on the Allandale concerts on Thursday nights in August. Alderman Cooper reminded everyone to not let their guard down with COVID, pointing out that masks, washing hands and getting the vaccine are important. Vice-Mayor George commented that school has started back and to watch for kids in the school zones. Mayor Shull commented on the vaccination and also encouraged everyone to support the baseball team for the last two home games.
- C. VISITORS.** David Gouldthorp commented on the nuisance of barking dogs and asked the board to look into measures to deal with the issue.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:03 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for the Health Insurance Fund in FY21

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

Action Form No.: AF-256-2021  
 Work Session: August 16, 2021  
 First Reading: August 17, 2021

Final Adoption: September 7, 2021  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The Health Insurance Fund is being increased by adjusting various line item budgets to actual and allocating \$500,381 from Fund Balance reserve to increase the Insurance Claims expense line by \$1,458,248 to cover expenditures.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

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

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

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

AN ORDINANCE TO INCREASE THE HEALTH INSURANCE  
FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30,  
2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Health Insurance Fund be amended by increasing the revenue budget by adjusting various line item budgets to actual and allocating \$500,381 from Fund Balance reserve for a total revenue budget increase of \$1,458,248 and increasing the Insurance Claims expense line by \$1,458,248 to cover expenditures.

**Fund 625: Health Insurance Fund**

	Budget	Increase (Decrease)	Amended Budget
	\$	\$	\$
<b><u>Revenues:</u></b>			
625-0000-361.10-00 Earning on Investments	0	7,700	7,700
625-0000-363.10-35 City Employees Health-JD	6,174,700	46,532	6,221,232
625-0000-363.10-39 Retirement Health Savings	250,000	332	250,332
625-0000-363.20-14 City Employees Health-JD	2,502,700	(232,033)	2,270,667
625-0000-363.20-43 COBRA Payments	24,000	(6,918)	17,082
625-0000-367.72-35 Stop Loss Refunds	0	753,926	753,926
625-0000-368.72-37 Prescription Refunds	386,300	388,328	774,628
625-0000-392.01-00 Fund Balance Appropriation	48	500,381	500,429
<b>Totals</b>	<b>9,337,748</b>	<b>1,458,248</b>	<b>10,795,996</b>
	Budget	Increase (Decrease)	Amended Budget
	\$	\$	\$
<b><u>Expenditures:</u></b>			
625-1704-413.51-00 Insurance Claims	7,117,773	1,458,248	8,576,021
<b>Totals</b>	<b>7,117,773</b>	<b>1,458,248</b>	<b>8,576,021</b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for the Fleet Maintenance Fund in FY22

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

Action Form No.: AF-257-2021  
 Work Session: August 16, 2021  
 First Reading: August 17, 2021

Final Adoption: September 7, 2021  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The Fleet Maintenance Fund is being increased by allocating \$302,192 from Fund Balance reserve to increase the Replacement Vehicles expense line by \$302,192 to cover increase in expenditures.

\$15,000 – Bunker Rake Replacement (new)

\$10,000 – 4x4 Tractor with Side Mount rotary mower (rejected July 6, 2021)

\$277,192 – Purchase of D6 Bulldozer (currently being rented)

**\$302,192 Total**

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jim*

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

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



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

AN ORDINANCE TO INCREASE THE FLEET MAINTENANCE  
FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30,  
2022; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Health Insurance Fund be amended by increasing the Fund Balance reserve allocation by \$302,192 and increasing the Replacement Vehicles expense line by \$302,192 to cover increased expenditures.

**Fund 511: Fleet Maintenance Fund**

	Budget	Increase (Decrease)	Amended Budget
<b><u>Revenues:</u></b>	\$	\$	\$
511-0000-392.01-00 Fund Balance Appropriation	6,628,487	302,192	6,930,679
<b>Totals</b>	<b>6,628,487</b>	<b>302,192</b>	<b>6,930,679</b>
	Budget	Increase (Decrease)	Amended Budget
<b><u>Expenditures:</u></b>	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	5,513,907	302,192	5,816,099
<b>Totals</b>	<b>5,513,907</b>	<b>302,192</b>	<b>5,816,099</b>

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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



## AGENDA ACTION FORM

**Amending the Zoning Code by Removing the Prohibition of Certain Building Materials for the Purpose of Compliance with New State Law Public Chapter 332. THE PROPOSED ORDINANCE REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS**

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

Action Form No.: AF-241-2021  
 Work Session: August 2, 2021  
 First Reading: August 3, 2021

**Final Adoption: August 17, 2021**  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**

- Approve ordinance amending the zoning ordinance to remove the prohibition of certain building materials for the purpose of compliance with new state law Public Chapter 332.

**Executive Summary:**

This is a staff-initiated zoning text amendment generated for the purpose of being compliant with new state law Public Chapter 332. This new state law ends prohibition of certain construction materials that are approved by a national building code or state fire marshal. This new state law also requires a local government to allow for consideration of waivers for building materials that were previously prohibited. The proposed changes will impact both the Gateway District Overlay and the B-2/ B-2E Central Business District zones. During their July regular meeting, the Planning Commission voted to send a positive recommendation to the Board to approve the amendment. The notice of public hearing was published on July 19, 2021.

**Attachments:**

1. Zoning Ordinance

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

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

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

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 114 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO ZONING BY REMOVING THE PROHIBITION OF CERTAIN CONSTRUCTION MATERIALS; CREATING A WAIVER PROCESS FOR THE USE OF CERTAIN CONSTRUCTION MATERIALS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Section 114-421(b)5(a)2 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

2. Materials requiring a waiver granted by the gateway review commission to use include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, composite building panels, and vinyl siding. The gateway review commission, in reviewing a waiver request, may consider the proposed building design and property conditions associated with the proposal and the character of adjacent properties in the area.

SECTION II. That Section 114-421(c)5(a)2 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

2. Materials requiring a waiver granted by the gateway review commission to use include: plywood or plywood-based products, pre-engineered metal, painted or natural concrete block, composite building panels, and vinyl siding. The gateway review commission, in reviewing a waiver request, may consider the proposed building design and property conditions associated with the proposal and the character of adjacent properties in the area.

SECTION III. That Section 114-421(d)3(b) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

b. No building shall be constructed of exposed concrete block unless it is split face, fluted, or such blocks are covered with stucco, Dryvit or equivalent without the grant of a waiver by the gateway review commission. The gateway review commission, in reviewing a waiver request, may consider the proposed building design and property conditions associated with the proposal and the character of adjacent properties in the area.

SECTION IV. That Section 114-194(f)2 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) Cladding. Building materials for areas visible from streets, excluding alleys, may consist of one or more of the following: brick, architectural block, plate glass, and precast concrete panels. Accent materials may include stucco or EIFS, stone, wood, and architectural metal. The Planning Commission shall review requests for waivers of the building material requirements of this section. The Planning

Commission in reviewing a request may consider the proposed building design and property conditions associated with the proposal and the character of adjacent properties in the area.

SECTION V. That Section 114-203(f)2 Code of Ordinances, City of Kingsport, Tennessee is amended by deleting it and substituting in its place the following:

(2) Cladding. Building materials for areas visible from streets, excluding alleys, may consist of one or more of the following: brick, architectural block, plate glass, and precast concrete panels. Accent materials may include stucco or EIFS, stone, wood, and architectural metal. The Planning Commission shall review requests for waivers of the building material requirements of this section. The Planning Commission in reviewing a request may consider the proposed building design and property conditions associated with the proposal and the character of adjacent properties in the area.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Enter into an Agreement with Barge Design Solutions for Riverbend Park Professional Design Services

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

Action Form No.: AF-254-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: Kitty Frazier  
 Presentation By: M. Borders/K. Frazier

#### Recommendation:

Approve the Resolution

#### Executive Summary:

An agreement with Barge, Waggoner, Sumner & Cannon (now known as Barge Design Solutions) in the amount of \$36,756.52 was previously established for the development of a Riverbend Park Master Plan. Additionally, \$46,380 was allocated to Barge to provide schematic design for Riverbend Park. The project is now ready to move forward into the construction phase. A proposal, in the amount of \$102,160 has been received from Barge Design Solutions to provide project construction documents, environmental services/permitting, bidding and construction phase services. It is the recommendation of staff, that an agreement be established with Barge Design Solutions for these professional services that are necessary for the development of Riverbend Park. Funds are available in GP1512.

#### Attachments:

1. Resolution
2. Barge Design Solutions Proposal

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

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

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR RIVERBEND PARK PROFESSIONAL DESIGN SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Barge Design Solutions has previously worked on the schematic design for Riverbend Park; and

WHEREAS, the project is now ready to move forward into the construction phase, and a proposal has been received from Barge Design Solutions to provide project construction documents, environmental services/permitting, bidding and construction phase services; and

WHEREAS, it is the recommendation of staff, that an agreement be established with Barge Design solutions for these professional services that are necessary for the development of Riverbend Park in the amount of \$102,160.00; and

WHEREAS, funds are available in GP1512.

Now therefore,

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

SECTION I. That an agreement with Barge Design Solutions for the project construction documents, environmental services/permitting, bidding and construction phase services for Riverbend Park in the amount of \$102,160.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Barge Design Solutions for the project construction documents, environmental services/permitting, bidding and construction phase services for Riverbend Park to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution. ,

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

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

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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





August 6, 2021

Ms. Kitty Frazier  
Parks and Recreation Manager  
City of Kingsport  
1550 Fort Henry Drive  
Kingsport, Tennessee 37660

RE: Riverbend Park – Phase 1  
Additional Services Amendment No. 01

Dear Ms. Frazier:

Barge Design Solutions, Inc. (Barge) encloses the details of our additional services proposal and our proposed scope of work (Attachment A) for preparation of final construction documents, environmental services and permitting, bidding and construction phase services for Riverbend Park – Phase 1. The fee for the additional services factors in the remaining funds available from the original CPM contract.

If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise us immediately by calling (423) 247-5525.

Barge can also provide additional services not included in this proposal. We can amend the executed Professional Services Agreement at any time for this purpose.

Sincerely,

**Barge Design Solutions, Inc.**

A handwritten signature in blue ink that reads "Jennifer A. Salyer".

Jennifer A. Salyer  
Project Manager

c: Nelson Elam, Barge Design Solutions, Inc.

Enclosures

Barge project # 36596-01

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

### **I. Project Description**

Barge Design Solutions, Inc. (Barge) is proposing to provide construction design, environmental services, bidding and construction administration services for Phase 1 improvements at Riverbend Park.

### **II. Scope of Services**

Barge proposes the following Scope of Services related to the above-noted items.

#### **A. Final Design Services**

Barge will prepare Design Development and Construction Document review submittals and final Issued for Construction documents for the following.

##### Civil Engineering Design

###### *Site Layout and Grading Design*

Barge proposes to provide site layout, grading, and drainage design for the site. This will include details for the emergency access, trails, pavement, and base, designed to local specifications or geotechnical recommendations. Also included for the site will be drainage swales, and relevant spot elevations to achieve positive surface drainage. Barge will provide the appropriate specifications to perform the construction work.

##### Landscape Architectural Design

Barge will provide landscape architectural design services for the proposed site furnishings, signage, and specialty hardscape elements. Barge will provide the appropriate specifications to perform the construction work.

##### Structural Design

Barge will provide structural engineering design services for the proposed ramped boardwalk, fishing pier, and boardwalk bridge areas along the main trail. The Boardwalk ramp structure will be designed for future connection of the boardwalk trail. It is

anticipated that boardwalk foundations will consist of wood posts embedded in concrete while fishing pier foundations will use driven posts in the water. Structures will be ADA compliant and designed to accommodate pedestrian traffic. All materials will be selected for durability in outdoor conditions.

### Meetings

Barge will conduct the following meetings and prepare meeting minutes:

1. Design Development Client Review Meeting
2. Construction Documents Client Review Meeting
3. TVA Coordination Meetings (2)

## B. Environmental Services

### Regulatory Concurrence of Delineation

Barge evaluated and determined the extent of jurisdictional waters of the U.S. and State (streams and/or wetlands) within the limits of the proposed Project in April 2017. Wetland delineations and stream determinations are preliminary until verified by the USACE and TDEC-DWR and should be used for planning purposes only until verification is complete. Only the USACE and TDEC-DWR have regulatory authority to determine jurisdiction and to verify wetland boundaries. In the case of discrepancies, the regulatory agencies' determination of wetland boundaries always takes precedence. We will summarize our findings relative to potential jurisdictional waters and request a Hydrologic Determination and Jurisdictional Determination from the TDEC-DWR and USACE. This typically requires a site visit with the regulatory representatives. This task also includes a site visit to verify that conditions noted in the site investigation performed in April 2017 have not changed.

### Permitting

- TVA Section 26A Application

Following coordination with the applicant and other identified team members, Barge will submit the necessary written documentation to support the TVA Section 26A permit application, which must include drawings, surveys, or other representative project figures that depict the encroachment of the Project into the respective floodplains. Barge will track the progress of the application review and communication status to the project team as warranted.

- USACE NWP and TDEC-DWR General ARAP Applications

Barge anticipates that the construction of the proposed project will result in unavoidable impacts along the South Fork of the Holston River. Based on the anticipated impacts, coverage under a Nationwide Permit (NWP) from the USACE and a General Aquatic Resource Alteration Permit (ARAP) from the TDEC-DWR are anticipated. Barge proposes to prepare applications for the previously mentioned TVA Section 26A permit, a USACE Section 404/10 NWP, and a TDEC-DWR General ARAP for the project. Barge does not anticipate stream or wetland mitigation being required. If compensatory mitigation is required for wetland or stream impacts, this proposal assumes that it will be satisfied by the applicant through their payment into an approved bank or in-lieu-fee program. If the Client prefers to perform Permittee Responsible Mitigation (PRM), Barge can provide those services for an additional fee that is not included in this proposal.

Mitigation must be approved by the USACE and TDEC-DWR during the permitting process.

The Client will pay all fees associated with the permit applications. Currently there is a \$500 application fee for the TDEC ARAP. There is also an application fee of \$500 for the TVA 26a permit. At this time there is not a fee for the USACE NWP application. If the USACE decides to charge a fee during the time this project is performed, the Client will pay the application fee.

- TEMA No-Rise Report

The effective FEMA Flood Insurance Rate Map (FIRM) panel number 47163C0045D for Sullivan County, Tennessee dated September 29, 2006 shows that portions of the proposed project site are located in the South Fork Holston River regulatory 1% annual chance special flood hazard area (100yr floodplain) and the floodway. The project does not include fill placement in the floodway or floodplain but the fishing pier extends along the east bank of the South Fork Holston River. The National Flood Insurance Program (NFIP) Regulations define a fishing pier or boat house as an accessory structure and a community may permit the placement of such structure within a regulatory floodway if it can be demonstrated that the fill would not increase base flood elevations. This condition, referred to as a No-Rise, is typically reviewed by the community floodplain administrator or State of Tennessee Emergency Management Agency (TEMA) who defines a No-Rise as 0.00 feet of increase in base flood elevations.

Barge proposes to perform a hydraulic analysis on the South Fork Holston River and submit a No-Rise report documenting the results of the hydraulic analysis to the community's floodplain administrator. The following items outline the proposed steps for this scope:

1. Obtain the effective FEMA models for the South Fork Holston River.
2. Collect and Prepare LiDAR topographic data.
3. Prepare Duplicate Effective, Corrected Effective, and Existing Conditions Models.
4. Prepare up to three proposed conditions model alternatives.
5. Prepare No-Rise documentation and submit to the community floodplain administrator
6. Address one round of review comments from the community floodplain administrator
7. Finalize the No-Rise documentation

- TDEC Storm Water Pollution Prevention Plan (SWPPP)

Barge will perform the SWPPP Coordination tasks which will include completion of the Notice of Intent (NOI) application and preparation of the SWPPP document. The Client will pay the fee for the permit application which is assumed to be \$250.

### Phase I Cultural Resource Survey

Since a Federal Permit (USACE) is required for this project, the City will be required by Section 106 of the National Historic Preservation Act (NHPA) to evaluate the potential effects of its actions on historic properties (36 CFR Part 800). The project team will conduct a Phase I cultural resources survey of the proposed project area. The archaeological survey area will consist of the approximate 19-acre project study area.

The work will provide an inventory of cultural resources within the archaeological survey area and architectural Area of Potential Effect. For each resource, the inventory will include a description of current conditions and a recommendation regarding National Register of Historic Places (NRHP) eligibility. All work will be consistent with Section 106 of the NHPA and will meet the requirements of the Secretary of the Interior (36 CFR §61; 48 CFR §44720-23), TDEC, and the Tennessee Historical Commission (THC).

**C. Bid Administration**

Barge will provide professional services related to supporting the Client during bidding and awarding of the construction contract for the work outlined above under Construction Documents. These services will begin upon the successful completion of final construction documents and will include the specific tasks as follows:

1. Prepare advertisement for bid per City of Kingsport standard verbiage.
2. Prepare and issue addendums as required during the bid phase.
3. Attend pre-bid meeting.
4. Prepare and issue meeting minutes of pre-bid meeting.
5. Attend bid opening
6. Prepare certified bid tabulation.

**D. Construction Administration**

Provide professional services related to construction administration of the project as outlined below. These services will begin at the pre-construction meeting. Specific items included are as follows:

1. Attend pre-construction meeting.
2. Review of contractor shop drawings and product submittals for items related to construction documents prepared under this scope (maximum of two (2) reviews per submittal).
3. Attend monthly construction progress meetings (total of 4 meetings).
4. Conduct eight (8) site visits during construction and prepare field reports.
5. Provide responses related to change orders requests, interpretations, or clarifications of the construction documents prepared under this scope.
6. Participate in punch list inspection and final inspection.

**III. Project Understandings, Assumptions, and Exclusions**

**A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.**

1. Barge will have access to the site and adjoining areas, as required.
2. Construction duration is unknown at this time.
3. Construction budget is assumed to be \$666,000.
4. Permit, advertising fees, recording fees, etc., are to be paid by the Client/Owner.
5. There are no historical structures involved with the project.
6. The site is properly zoned, and rezoning or variance applications are not necessary.
7. Design fee is based upon the Schematic Design submittal. Modification or changing of the site plan may require additional services, depending upon the scope and timing of changes.

8. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering/site development project schedule. If the information is not received in a timely manner, then additional design fees or schedule modifications may be required.
  9. The Client will coordinate and obtain any required internal and public input after the 50% design submittal.
  10. In providing the OPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
  11. Any easements for utilities or other site requirements are assumed by others.
  12. All environmental, property, land acquisition, platting, and zoning issues are assumed to have been resolved.
  13. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client.
  14. Any underground tanks are to be identified by others and are not included in this scope.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
1. Building demolition design
  2. Record drawing preparation based upon markups prepared by the general contractor
  3. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
  4. Design revisions requested by those outside the project team and stakeholders beyond the design development phase
  5. Preparation of multiple, separate construction contract packages
  6. Additional renderings
  7. Conducting or attending public input meetings
  8. LEED, or other sustainability certification
  9. Zoning variance applications
  10. Retaining wall design
  11. Off-site and on-site utility design (water, sanitary sewer, gas)
  12. Sanitary sewer lift station design
  13. Traffic study
  14. Planting design
  15. Irrigation design
  16. Stream and wetland mitigation, floodway modeling/studies, sinkhole disturbance permitting and other environmental reports, unless noted herein
  17. Platting, construction staking, easement exhibits and legal descriptions, and as-built survey
  18. Site lighting, electrical primary distribution or transformer pads.
  19. Application for a new electrical service and coordination with utility for new power
  20. Cultural Resources Assessment
  21. NEPA assessment

22. Phase I Environmental Site Assessment
23. Preparation of a CLOMR and LOMR
24. Preparation of Cultural Resources Study and SHPO coordination.

#### IV. Time of Performance

Barge is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed. Below is a tentative milestone schedule for planning purposes.

Tasks	Tentative Completion Date
<b>Design</b>	
1. NTP w/ Final Design	August 13, 2021
2. Design Development	September 2021
3. Final Construction Documents	November 2021
<b>No-Rise Evaluation</b>	
4. Request & Receive FEMA Model (1 month)	August – September 2021
5. Cultural Resources Submittal	September 2021
6. No-Rise Submittal to TEMA	October 2021
7. TEMA Review & Approval (2-4 months)**	January/March 2022
<b>Permitting</b>	
8. TVA 26a Submittal	October 2021
9. TDEC ARAP Submittal	November 2021
10. ARAP Permit Approval (60 days)**	January 2022
11. TVA 26a Permit Approval (120 days)**	February 2022
<b>Bidding</b>	
12. Advertise for Bid	November 2021
13. Bid Opening & Award	December 2021
14. Contract Execution	January 2022
<b>Construction</b>	
15. Notice to Proceed**	February/March 2022
16. Construction Complete (120 days)**	June/July 2022

\*\*Completion date depends on response of regulatory agency – a typical duration/range has been provided for these items

Note: If there is a local Flood Plain Administrator that handles the review and approval of the No-Rise in lieu of TEMA, the time for that process may be able to be shortened.

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these



services with reasonable diligence and expediency, consistent with sound professional practices.

## **V. Client's Responsibilities**

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Client point of contact will circulate design submittals to all internal City Departments requiring review and approval and will provide a compiled list of comments to Barge.

## **VI. Deliverables**

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Construction drawings, notes, and details (60% DD, 100% CD and Final IFC submittals)
- B. Project Manual
- C. Environmental documents, reports, and permit applications
- D. OPCC

## **VII. Compensation**

The compensation to be paid to Barge for providing the requested services is provided in the Fee Summary Table below. The fee identified for Final Design takes into account the remaining funds available in the original contract for design.

**Fee Summary Table**

Items	Fee Type	Fee Amount
A. Final Design	Cost Plus Max	\$24,500
B. Environmental Services	Cost Plus Max	\$44,850
C. Bidding Services	Cost Plus Max	\$7,000
D. Construction Phase Services	Cost Plus Max	\$25,810
TOTAL ADDITIONAL SERVICES	CPM	\$102,160

In the event additional work is requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment C.

The fees provided above are valid up to three (3) months from the date of this proposal.



## AGENDA ACTION FORM

### Authorizing Signature of Work Estimate for Sullivan County Highway Department to Resurface a Portion of Shady View Road

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

Action Form No.: AF-245-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Staff  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

In an effort to provide a quality road surface in an efficient manner for Sullivan County and Kingsport citizens the Sullivan County Highway Department and City of Kingsport Public Works have been using work estimates to accomplish joint paving efforts. This process has been beneficial and in the best interest of both parties. Paving efforts at this time will include Shady View Road that lies both in Sullivan County and the City of Kingsport. The PCI for the respective sections of roadway are as follows: 72,32 and 56. The cost for this paving is estimated at \$66,803.80.

Funding will be taken from NC2200.

#### Attachments:

1. Resolution
2. Work estimate
3. Location Map

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

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

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

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

A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR RESURFACING PORTIONS OF SHADY VIEW ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE WORK ESTIMATE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Sullivan County Highway Department and the city have determined that Shady View Road that lies both in Sullivan County and the city needs resurfacing, preferably this fall; and

WHEREAS, because the Sullivan County Highway Department is paving Shady View Road and this road goes in and out of the city limits, the city would like to execute a work estimate from the Sullivan County Highway Department to repave the portion of Shady View Road that lies in the City of Kingsport; and

WHEREAS, the cost for paving those portions of Shady View Road which lie within the city limits is estimated at \$66,803.80; and

WHEREAS, funding is available in NC2200.

Now therefore,

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

SECTION I. That a work estimate from the Sullivan County Highway Department for the re-paving of Shady View Road in the city limits, 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, a work estimate from the Sullivan County Highway Department to resurface those portions of Shady View Road which lie within the city limits of the city when the Sullivan County Highway Department resurfaces those portions of the road in the unincorporated area of Sullivan County and to execute all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution said work estimate being as follows:

**SULLIVAN COUNTY HIGHWAY DEPARTMENT INTERDEPARTMENTAL  
WORK ESTIMATE**

Project I.D. - Shady View Rd Project

Sub Division - Resurface from County Line / Kingsport City Limits to Hwy 93

ITEM	DESCRIPTION	UNITS	RATE/UNIT	EXTENSION
1	1" of C- Mix for resurfacing	382 Tons	\$69.00 per Ton	\$26,413.20
2	1 ½" of Topping Mix for resurfacing	574.2 Tons	\$69.00 per Ton	\$39,619.80
3	Striping Replacement	10,560 Feet	\$13.70 per Foot	\$770.80
	This is the total cost for the Department to produce, transport, and			

	place the Asphalt for a roadway overlay and Stripine:.			
				\$ 66 ,803.80

TOTAL \$66,803.80

[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 that do not substantially alter the material provisions of the work estimate, 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 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Project I.D. –Shady View Rd Project  
Sub Division –Resurface from County Line / Kingsport City Limits to Hwy 93

<b>TOTAL</b>	<b>\$66,803.80</b>
--------------	--------------------

**Accepted By:**

7/28/2021







## AGENDA ACTION FORM

**Approve a Release of All Claims for USAA Insurance Company and Its Insured Michael W. Richards for Payment for Damages to a Fence and Sewer Lift Pump Station Due to a Vehicle Crash on September 16, 2018 on Clouds Ford Road**

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

Action Form No.: AF-206-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: John Burkholder  
 Presentation By: John Burkholder

**Recommendation:**

Approve the Resolution

**Executive Summary:**

On September 16, 2018, Chelsea Reeves was operating a motor vehicle insured by USAA Insurance Company when she lost control of the vehicle on Clouds Ford Road, damaging a fence and sewer lift pump station. The damages are estimated to exceed the amount of insurance available.

The coverage limit for the USAA Insurance Company policy insuring the vehicle Ms. Reeves was driving is \$25,000.00. The city is being asked to accept \$25,000.00, to settle and close the claim.

**Attachments:**

1. Resolution

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

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

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



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

A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM USAA INSURANCE COMPANY FOR PROPERTY DAMAGE TO A FENCE AND SEWER LIFT PUMP STATION ON CLOUDS FORD ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on September 16, 2018, Chelsea Reeves was traveling South on Clouds Ford Road when she lost control of her vehicle and struck a City fence and sewer lift pump station; and

WHEREAS, Chelsea Reeves was covered by automobile insurance purchased by Michael W. Richards with USAA Insurance Company; and

WHEREAS, damages to the fence and sewer lift pump station are estimated to exceed the available insurance coverage; and

WHEREAS, USAA has offered to pay \$25,000.00, for damages to the fence and sewer lift pump station, provided the city executes a release that will release the insurance company and Michael W. Richards; and

WHEREAS, \$25,000.00 is the maximum limit of liability for property damage coverage the insurance policy allows.

Now therefore,

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

SECTION I. That the Release for Property Damage in the amount of \$25,000.00, from USAA Insurance Company and Michael W. Richards for damage to the sewer lift pump station on Clouds Ford Road which occurred on September 16, 2018, 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, a Release for Property Damage in the amount of \$25,000.00, from USAA Insurance Company for damage to sewer lift pump station which occurred on September 16, 2018, on Clouds Ford Road 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 Release being as follows:

**RELEASE FOR PROPERTY DAMAGE**

Member Name	Claim Number	Date of Loss
Michael W Richards	023022679 - 005	09/16/2018

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, and forever discharge Michael W Richards from all liability for damages to

any and all property resulting from an automobile accident occurring on or about September 16, 2018, at or near Kingsport, TN.

It is expressly understood that this release applies only to liability for the property damage which arose from the above-stated event and that this release does not affect any other rights, causes of action, or demands that the releaser may have for other damages, including but not limited to personal injury claims, or other claims that have or may arise out of the other events or contacts.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

Tennessee Code Annotated § 56-53-111 4(b) states: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Amend a Blanket Order to Tennessee Book Company for FY22 Textbook Purchases

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

Action Form No.: AF-227-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Committee  
 Presentation By: D. Frye

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured to ensure textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. All textbook orders are entered on the Tennessee Book Company System for all grades.

Action Form AF-168-2021 (Resolution 2021-252) which was adopted June 15, 2021, approved a \$250,000.00 allocation for textbook purchases during FY22. This resolution amends the previous resolution to \$550,000.00. The additional funding of \$300,000.00 has been allocated with funds from Elementary and Secondary School Emergency Relief (ESSER) II funds.

#### **Attachments:**

1. Resolution
2. AF-168-2021 Memo
3. Resolution 2021-252

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AUTHORIZING THE PURCHASE OF  
REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY  
SCHOOL SYSTEM FOR FISCAL YEAR 2022 AND  
AUTHORIZING THE CITY MANAGER TO AMEND THE  
BLANKET PURCHASE ORDER FOR THE SAME

WHEREAS, the State Board of Education through the State Textbook Commission has reviewed the current textbook and has recommended new books for adoption by local school districts to use in all grades; and

WHEREAS, the Kingsport City Schools will be ordering books from the Tennessee Book Company in a centralized, blanket order for all grades at all schools for FY22, at a cost of \$550,000.00, and therefore amends Resolution 2021-252 which allocated \$250,000.00; and

WHEREAS, the Tennessee Book Company is the contractor responsible for the distribution of textbooks throughout the state of Tennessee; and

WHEREAS, funding is identified in individual school textbook accounts and Elementary and Secondary School Emergency Relief (ESSER) II funds.

Now therefore,

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

SECTION I. That the purchase of replacement text books as designated by the State Board of Education for all grades in the Kingsport City School System for FY22, from Tennessee Book Company in the amount of \$550,000.00 is approved and the city manager is authorized to amend the blanket purchase order for same.

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **M E M O R A N D U M**

TO: Board of Education  
Board of Mayor and Aldermen

FROM: Sandra Sloan, Assistant Procurement Manager, Schools

DATE: August 12, 2021

SUBJECT: Summary of Approved AF-168-2021

---

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured to ensure textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. All textbook orders are entered on the Tennessee Book Company for all grades. \$250,000.00 was allocated for textbook purchases for FY22. Funding for these textbook purchases came from various textbook budget accounts 141-71XX-711-0449.

This allocation was approved by the Board on AF-168-2021 on June 15, 2021. AF-168-2021 approved Resolution 2021-252 issuing a blanket order to Tennessee Book Company for \$250,000.00.

**Renovation of John Sevier  
Middle School for Kingsport  
City Schools**

6 April 2021, REV 12 April 2021

---

Ms. Michelle Ramey, CPPB  
Asst. Procurement Manager  
Kingsport City Schools  
400 Clinchfield St., Suite 200  
Kingsport, TN 37660

---

**EXHIBIT A**

Dear Michelle,

CRW Architects and LS3P Architects are pleased to present the following fee proposal for the renovation of the former Sullivan North High School into John Sevier Middle School.

**Programming Phase**

Further programming is not expected and future design phases will be based on our latest Scoping Meeting of March 16, 2021.

**Schematic through Construction Administration Phases**

As the scope and program of the project develops the construction budget might change but for the purposes of planning we will assume the construction budget is \$16,720,243.65. (Based on budget estimate dated 3-16-21)

**\$16,720,243.65 x a fee of 6% = \$1,003,214.62**

Reimbursable expenses for the Schematic through Construction Administration Phases not included in the **\$1,003,214.62** fee would be:

- Travel expenses for LS3P at \$500 per trip to TN. (assume no more than 2 days in any given trip, additional days are \$250 per day)
- Postage and overnight mail expenses.
- Reprographic expenses. (please see attached hourly and reprographic expense sheet)

We propose to limit a cap of the above reimbursable expenses at \$100,000. Total fee for Schematic through Construction Administration Phases would not exceed **\$1,003,214.62** if the assumed \$16,720,243.65 construction budget does not change.


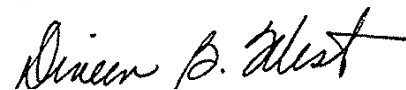
**Additional services not included in the Schematic through Construction Administration Phases:**

- State Review Fees.

- Special inspections /testing.
- Roofing Consultant.
- Traffic Engineering Studies, if required.
- Environmental assessments, if required.
- Food Service consultation.
- Acoustical consultation.
- Security Consultant.
- Structural Modifications other than current scope.
- Construction Administration Services required as a result of default of a General Contractor or Subcontractor.

We are excited about this opportunity and look forward to getting started.

With kind regards,

## RESOLUTION NO. 2021-252

A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY SCHOOL SYSTEM FOR FISCAL YEAR 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

WHEREAS, the State Board of Education through the State Textbook Commission has reviewed the current textbook and has recommended new books for adoption by local school districts to use in all grades; and

WHEREAS, the Kingsport City Schools will be ordering books from the Tennessee Book Company in a centralized, blanket order for all grades at all schools for FY22, at a cost of \$250,000.00; and

WHEREAS, the Tennessee Book Company is the contractor responsible for the distribution of textbooks throughout the state of Tennessee; and

WHEREAS, funding is identified in individual school textbook accounts.

Now therefore,


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

SECTION I. That the purchase of replacement text books as designated by the State Board of Education for all grades in the Kingsport City School System for FY22, from Tennessee Book Company in the amount of \$250,000.00 is approved and the city manager is authorized to execute a blanket purchase order for same.

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


ADOPTED this the 15th day of June, 2021.

ATTEST:

  
ANGELA MARSHALL  
Deputy City Recorder

  
PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney





## AGENDA ACTION FORM

### **Authorize the Reimbursement of Materials Agreement Funds to Landstar, LLC also Known As Land Star Partners LLC for the West Gate Phase 1 Development**

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

Action Form No.: AF-242-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: David Harris  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution

#### **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 pursuant to which 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, the BMA entered into Materials Agreements with Landstar, LLC also known as Land Star Partners LLC related to West Gate Phase 1 (AF-39-2021) in the amount of \$33,454.08. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$30,569.82.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date

#### **Attachments:**

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawings
5. Development Chart

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION AUTHORIZING REIMBURSEMENT OF  
MATERIALS AGREEMENT FUNDS TO THE LAND STAR  
PARTNERS, LLC ALSO KNOWN AS LAND STAR PARTNERS,  
LLC FOR THE WEST GATE PHASE 1 DEVELOPMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Landstar, LLC also known as Land Star Partners, LLC entered into a Materials Agreement in the total amount of \$33,454.08, with the city for provision of certain water and sewer materials by the city for West Gate Phase 1; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$30,569.82 for West Gate Phase 1; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Land Star Partners, LLC, in the amount of \$30,569.82 for West Gate Phase 1, is approved.

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Materials Agreement

Project: West Gate Phase 1  
 Date: August 17, 2021  
 Developer: LandStar, LLC

File No.: 2020-D23  
 AF-242-2021

### Water Line

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	28.00	Joints	\$354.60	\$9,928.80
42120	4' Bury Hydrant	2.00	each	\$1,610.00	\$3,220.00
42325	6" MJ Gate Valve	2.00	each	\$479.70	\$959.40
43031	8x8x6 Anchor Tee	2.00	each	\$105.31	\$210.62
42845	6" x 18" MJ Anchor Coupling	2.00	each	\$92.52	\$185.04
42335	8" MJ Gate Valve	3.00	each	\$764.05	\$2,292.15
41794	8" Plug w/ 2" Tap	3.00	each	\$52.50	\$157.50
42149	8" Tee w/ 2" Tap	2.00	each	\$97.80	\$195.60
Project #	<b>WA2152</b>				
	Expense To:				
Project Total	<b>451-0000-605-9003</b>				\$17,149.11
Sales Tax	<b>451-0000-207-0201</b>			9.50%	\$1,629.17
	Total Cost Including Tax				\$18,778.28
	Amount Paid and Receipted To:				
Contractor Paid	<b>451-0000-208-1250</b>				\$17,149.11
Sales Tax:	<b>451-0000-207-0201</b>			9.50%	\$1,629.17
	Total Cost Including Tax				\$18,778.28
	<b>Sales Tax Adjustment</b>				\$0.00
<b>Water</b>	<b>Refund Due Developer</b>				\$17,149.11

## Materials Agreement

Project: West Gate Phase 1  
 Date: August 17, 2021  
 Developer: LandStar, LLC

File No.: 2020-D23  
 AF-242-2021

### Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	70.00	Joints	\$63.56	\$4,449.20
45057	8" x 6" Tee Wye gsktd Sewer	28.00	each	\$39.18	\$1,097.04
45112	Manhole Frame & Covers V-1312-44	7.00	each	\$253.76	\$1,776.32
45226	Manhole Base (24") w/ Invert	7.00	each	\$550.00	\$3,850.00
45229	Manhole Ring Riser 2"	1.00	each	\$31.00	\$31.00
45230	Manhole Ring Riser 4"	1.00	each	\$41.00	\$41.00
45231	Manhole Ring Riser 6"	1.00	each	\$57.00	\$57.00
45219	Manhole Concrete 16" Concrete Cone	2.00	each	\$170.00	\$340.00
45221	Manhole Concrete 24" Concrete Cone	3.00	each	\$197.00	\$591.00
45218	Manhole Concrete 32" Concrete Cone	2.00	each	\$246.00	\$492.00
45223	Manhole Concrete Riser 16"	1.00	each	\$135.00	\$135.00
45224	Manhole Concrete Riser 32"	1.00	each	\$240.00	\$240.00
45203	Extra Boot Charge	2.00	each	\$56.00	\$112.00
Project #	SW2152				
	Expense To:				
Project Total	452-0000-606-9003				\$13,211.56
Sales Tax	452-0000-207-0201			9.50%	\$1,255.10
	Total Cost Including Tax				\$14,466.66
	Amount Paid and Receipted To:				
Contractor Paid	452-0000-208-1250				\$13,402.56
Sales Tax:	452-0000-207-0201			9.50%	\$1,273.24
	Total Cost Including Tax				\$14,675.80
	Sales Tax Adjustment				-\$18.15
Sewer	Refund Due Developer				\$13,420.71
				Total Refund	\$30,569.82

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

City of Kingsport Warehouse

Date

City of Kingsport Inspector:

Date:

Developer:

Date:





# **LEGEND**

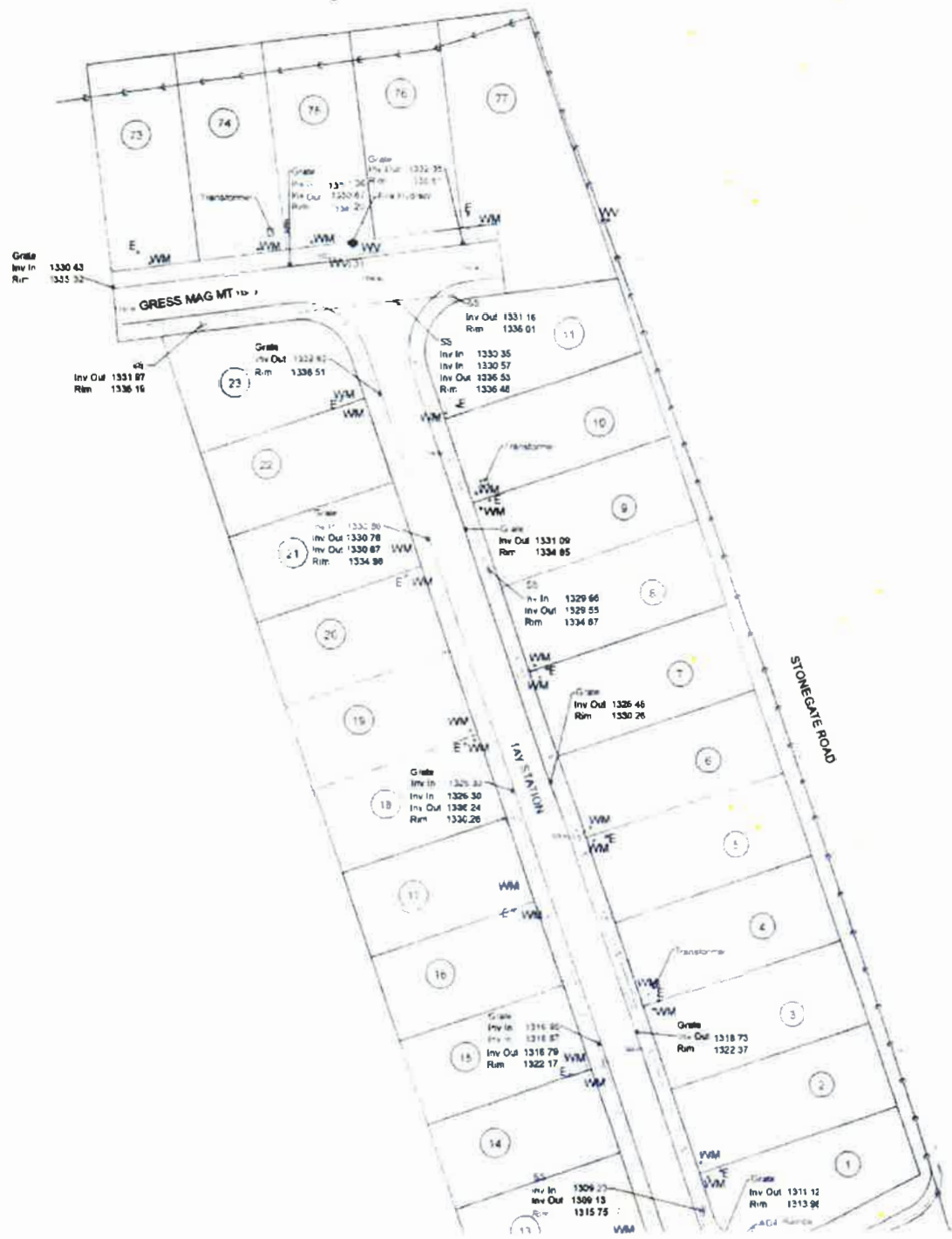
- CO= Cleanout
- G= Gas Line
- WM= Water Meter
- WV= Water Valve/Cut Off
- E= Electrical Pedestal
- F= Fire Hydrant
- G Flag= Gas Line Markings
- G Valve= Gas Line Cut Off
- Powerpole

ALL AS-BUILT INFORMATION IS BASED UPON A COMBINATION OF VISIBLE ITEMS MADE DURING FIELD OBSERVATION (I.E. MANHOLES VALVES, HYDRANTS ETC.) LOCATIONS OF UNDERGROUND ITEMS ARE APPROXIMATE AND BASED UPON A COMBINATION OF UTILITY COMPANY FIELD MARKINGS AND DESIGN PLAN.

BENJAMIN W. JENKINS (TN PE 119843) *Br 07-26-21*

I PAUL G. MAGGARD (TN PE #443125) HEREBY CERTIFY THAT I AM AN ENGINEER LICENSED IN THE STATE OF TENNESSEE. I HAVE REVIEWED THE INFORMATION BASED ON FIELD SURVEY DATA PROVIDED TO ME BY CORBIN STEWART, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (TN RLS#2966)

BASED ON THE AFOREMENTIONED SURVEY AND TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SANITARY SEWER, WATERLINE, & STORM SEWER IMPROVEMENTS SHOWN ON THIS PLAN FUNCTION AS INTENDED ON THE APPROVED DESIGN FOR THIS DEVELOPMENT.





City of Kingsport  
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slemph & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	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	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	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	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	<b>TOTAL</b>	<b>921</b>	<b>\$1,214,225.48</b>		<b>606</b>	<b>532</b>	<b>\$1,165,977.77</b>	

Revised 0701/21



## AGENDA ACTION FORM

### Purchase of a Used 2018 Caterpillar D6 Dozer from Stowers Machinery

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

Action Form No.: AF-253-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Staff  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution

### Executive Summary:

In April 2021, the city's D8 dozer caught on fire rendering the dozer unusable, which greatly affected landfill operations. Since that time, the city has leased a D6 dozer from Stowers machinery.

In an effort to add a layer of protection by incorporating equipment redundancy to the landfill operations, staff has been reviewing the purchase of a used dozer (new and unused equipment of this nature is expensive to purchase and operate). Stowers Machinery has a used Caterpillar D6 dozer that would meet the needs of the landfill at a market value price for this piece of equipment.

The City of Kingsport Legal Department has provided guidance based on their interpretation of Tennessee Code Annotated section 13-2-1202(b), which allows used equipment to be purchased from a private entity without need of public advertisement or bid provided that city documents a general range of values for the equipment either through a nationally recognized publication (e.g. NADA) or through an appraisal by a licensed appraiser. The price of the particular piece of equipment cannot exceed by more than 5% the highest value of the range.

City legal staff has determined Rouse Appraisals, LLC, offers a nationally recognized publication of equipment values. The appraisal provided by Rouse values the D6 dozer at \$291,360.00 however, the quoted price from Stowers Machinery is \$277,191.73. Therefore, we recommend purchasing the used 2018 Caterpillar D6 dozer from Stowers Machinery in an amount not to exceed \$277,191.73.

Funding is available and identified in line item 511 5008 501 9010.

### Attachments:

1. Resolution
2. Picture
3. Purchase Price
4. Rouse Value

Funding source appropriate and funds are available: *JM*

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

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



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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER FOR A USED 2018  
CATERPILLAR D6 DOZER FROM STOWERS MACHINERY

WHEREAS, in April 2021, the city's D8 dozer caught on fire rendering the dozer unusable, which greatly impacted landfill operations, and since that time the city has leased a D6 dozer from Stowers Machinery; and

WHEREAS, staff has been reviewing the purchase of a used dozer, and Stowers Machinery has a used Caterpillar D6 dozer that would meet the needs of the landfill at a market value price for this piece of equipment; and

WHEREAS, Tennessee Code Annotated section 13-2-1202(b), allows used equipment to be purchased from a private entity without need of public advertisement or bid provided that city documents a general range of values for the equipment either through a nationally recognized publication or through an appraisal by a licensed appraiser, and the price of the particularly piece of equipment cannot exceed by more than 5% the highest value of the range; and

WHEREAS, staff has determined that Rouse Appraisals, LLC, offers a nationally recognized publication of equipment values which meets the requirements of Tennessee Code Annotated 13-2-1202(b); and

WHEREAS, the general range of values for the Caterpillar D6 dozer obtained through Rouse Appraisals, LLC range from \$222,557 for an auction sale to \$291,360 for a retail sale; and

WHEREAS, the purchase price for the D6 dozer is listed as \$291,571.69, however credit for a portion of the lease has been applied bringing the total purchase price to \$277,191.73; and

WHEREAS, therefore, staff recommends purchasing the used 2018 Caterpillar D6 dozer from Stowers Machinery in an amount not to exceed \$277,191.73; and

WHEREAS, funding is available and identified in line item 511 5008 501 9010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order Stowers Machinery for the purchase of a used 2018 Caterpillar D6 dozer in the amount of \$277,191.73, which includes a credit from the portion of the lease.

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 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

CATERPILLAR D6



## RENTAL CONVERSION CALCULATION

29-Jul-21 SF

CUSTOMER: CITY OF KINGSPORT

USED D6T  
MH700914

SELLING PRICE	\$276,331.69	\$276,331.69
VALUE ASSURANCE	\$15,240.00	\$15,240.00
ATTACHMENT	\$0.00	\$0.00
ADD: REPAIRS DURING RENTAL	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$291,571.69</b>	<b>\$291,571.69</b>
LESS: TRADE	\$0.00	\$0.00
CUSTOMER DEPOSIT	\$0.00	\$0.00
<b>BASIC PRICE OF MACHINE</b>	<b>\$291,571.69</b>	<b>\$291,571.69</b>
ADD ITEMS FOR SALES TAX		
3 MONTHS INSURANCE	\$0.00	
OTHER		
<b>TOTAL TAX BASE</b>	<b>\$291,571.69</b>	
0.00% TN STATE TAX		\$0.00
LOCAL TAX		\$0.00
STATE OPTION TAX		\$0.00
<b>GROSS PURCHASE PRICE (including tax)</b>		<b>\$291,571.69</b>

## CREDIT FOR RENTAL PAYMENTS :

2 RENTALS @	\$10,000.00	\$20,000.00
0 STATE TAX @	\$0.00	\$0.00
0 INSURANCE@	\$0.00	\$0.00
0 FREIGHT	\$0.00	\$0.00
0 LOCAL TAX	\$0.00	\$0.00
0 STATE OPTION	\$0.00	\$0.00
RCDNG FEE & TAX		\$0.00

<b>TOTAL PAYMENTS</b>	<b>\$20,000.00</b>
-----------------------	--------------------

## LESS NON-REFUNDABLE CHARGES

INSURANCE	\$0.00
INTEREST	\$5,620.04
RCDNG FEE & TAX	\$0.00
STATE TAX	\$0.00
LOCAL TAX	\$0.00
STATE OPTION TAX	\$0.00
FREIGHT	\$0.00
STATE TAX ON FREIGHT	\$0.00

<b>TOTAL NON-REFUNDABLE</b>	<b>\$5,620.04</b>
-----------------------------	-------------------

<b>NET CREDIT FOR RENTAL PAYMENTS</b>	<b>\$14,379.96</b>
---------------------------------------	--------------------

<b>*** TOTAL CONVERSION PRICE ***</b>	<b>\$277,191.73</b>
---------------------------------------	---------------------

CONVERSION DATE 31-Jul-21

DAILY INT COST \$51.97 per DAY AFTER CONVERSION DATE

RENTAL CONVERSION CALCULATION

29-Jul-21 SF

CUSTOMER: CITY OF KINGSFORD

SALES PRICE: \$276,331.69  
 VALUE ASSUR: \$15,240.00  
 ATTACHMENT \$0.00  
 SUBTOTAL: \$291,571.69  
 TRADE: \$0.00  
 DEPOSIT: \$0.00  
 TRADE DIF : \$291,571.69  
 0.0% STATE TAX : \$0.00  
 2.25% LOCAL TAX : \$0.00  
 2.25% LOCAL TAX VA : \$0.00  
 STATE OPTION TA : \$0.00  
 TOTAL \$291,571.69  
 RCDNG FEE \$0.00  
 FILING TAX : \$0.00

MACHINE : USED D6T  
 s/n MH700914  
 s/n  
 s/n

INT RATE : PRIME + 3.5%

FIRST MONTH'S RENT  
 MO. RENTAL : \$10,000.00  
 MO RENTAL ATTC \$0.00  
 MO RENTAL ATTC \$0.00  
 MO RENTAL ATTC \$0.00  
 INSURANCE : \$0.00 \$360.43  
 FREIGHT: \$0.00  
 0.0% STATE TAX : \$0.00  
 LOCAL TAX : \$0.00  
 STATE OPTION T/ \$0.00  
 RCD & FLNG : \$0.00  
 TOTAL \$10,000.00

BEGIN DATE : 19-Apr-21

2021 4 19

END DATE : 31-Jul-21

2021 7 31

MO. TO RENT : 3

SUBSEQUENT RENTS  
 MO. RENTAL : \$10,000.00  
 MO. RENTAL : \$0.00  
 MO. RENTAL : \$0.00  
 MO. RENTAL : \$0.00  
 MO. RENTAL : \$0.00  
 INSURANCE : \$0.00  
 0.0% STATE TAX : \$0.00  
 TOTAL \$10,000.00

AGGREGATE RENTAL: \$30,000.00

		#							
		DAYS	% RATE	NT ACCRUEL	NET PYMNT	INT PAID	PRINC PAID	BALANCE	
2021	7	27	99	6.75%	\$5,412.30	\$10,000.00	\$5,412.30	\$4,587.70	\$286,983.99
2021	7	27	0	6.75%	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$276,983.99
2021	7	31	4	6.75%	\$207.74	\$0.00	\$0.00	\$0.00	\$277,191.73
		103			\$5,620.04	\$20,000.00	\$5,412.30	\$14,587.70	

# 2018 Caterpillar D6T LGP (USA)

Dozers | 180-299 HP Crawler Dozers

Rouse Values	Retail (FMV)	Wholesale (WLV)	Auction (FLV)	Midpoint (OLV)
Market Average	\$255,832	\$247,664	\$195,418	\$225,625
Adjusted Value	\$291,360	\$282,058	\$222,557	\$256,959

Valuation Effective Date: 7/7/2021

## Value Adjustments

Meter	+6.9%	Region	-3.4%	Configuration	+0.3%	Condition	+10.0%
-------	-------	--------	-------	---------------	-------	-----------	--------

## Machine Details

Meter	2,067 hrs
Region	Tennessee
ROPS Type	EROPS
Ripper	Unspecified
Winch	Unspecified
Grapple	Unspecified
Undercarriage Guard	Unspecified
Rear-View Camera	Yes
Grade Control	Unspecified
Condition	Very Good

Rouse equipment values are provided "as is", without warranty of any kind, and are subject to change without notice. Rouse does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information it provides.



## AGENDA ACTION FORM

### Authorize a Change in Name and Title of the Person On Record with ICMA/RC (Mission Square) as the Plan Coordinator On Behalf of City Retirement Plans

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

Action Form No.: AF-247-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: George DeCroes  
 Presentation By: G. DeCroes

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Currently the city of Kingsport has four plans administered by ICMA/RC (who was recently purchased by Mission Square):

306972 – 457; Governmental Deferred Compensation - Optional for employees hired after 7/1/2012 up to 3% match by the city

300214 – 457; Governmental Deferred Compensation – Optional for employees hired before 7/1/2012 no match

106736 – 401A; mandatory 5% contribution for employees; 5% match by city for employees hired after 7/1/2012

801984 – Retirement Health Savings; any full-time employee with 3 years' experience or more a contribution by the city annually. For each year of service.

This resolution authorizes the holder of the title Director, Human Resources for the City of Kingsport shall be coordinator of the plan; shall receive reports, notices, etc. from ICMA Retirement Corporation (Mission Square) or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust; (a group trust set up by the Vantage Trust Company) shall cast, on behalf of the City, any required votes under VantageTrust; delegate any administrative duties related to the Plan to appropriate departments and execute all necessary agreements with ICMA/RC incidental to the administration of the Plan.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: NA

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

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



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

A RESOLUTION AUTHORIZING A CHANGE TO THE PLAN COORDINATOR FOR THOSE EMPLOYEE BENEFIT PLANS ADMINISTERED BY MISSION SQUARE f/k/a ICMA/RC; AUTHORIZING THE PLAN COORDINATE TO PERFORM ADMINISTRATIVE DUTIES RELATED TO THE EMPLOYEE BENEFIT PLANS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has four plans administered by Mission Square formerly known as ICMA/RC (hereinafter Mission Square); and

WHEREAS, those plans are the 306972 – 457; Governmental Deferred Compensation - Optional for employees hired after 7/1/2012 up to 3% match by the city; the 300214 – 457; Governmental Deferred Compensation – Optional for employees hired before 7/1/2012 no match; the 106736 – 401A; mandatory 5% contribution for employees; 5% match by city for employees hired after 7/1/2012; and the 801984 – Retirement Health Savings; any full-time employee with 3 years' experience or more a contribution by the city annually, for each year of service; and

WHEREAS, a Plan Coordinator is identified in the plan documents who serves as an intermediary between the city and Mission Square and who performs and/or delegates administrative responsibilities related to the plan; and

WHEREAS, in the interest of continuity the city would benefit from designating the Director of the Human Resources Department as opposed to a particular individual as the Plan Coordinator; and

WHEREAS, Mission Square requires the adoption of a resolution by the governing body to effect a change in the Plan Coordinator.

Now therefore,

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

SECTION I. That the title change required by Mission Square to Director of Human Resources as the coordinator of the Plan, is approved.

SECTION II. That the Director Human Resources shall be the coordinator for the Plan; shall receive reports, notices, etc., from Mission Square or Vantage Trust; shall, upon consultation with the city manager, cast on behalf of the city, any required votes under Vantage Trust; and perform any other required administrative duties or delegate any administrative duties relating to the Plan to appropriate departments.

SECTION III. That the Director of Human Resources is hereby authorized to execute all necessary agreements, in consultation with the city manager with Mission Square incidental to the administration of the Plan.

SECTION IV. That the city manager, is authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper to name the Director of Human Resources as the Plan Coordinator with Mission Square, to execute the Plan Coordinator Change Form, to deliver the Plan Coordinator Change Form and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the Plan Coordinator Change Form and this resolution.

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

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Authorizing the Mayor to Execute All Necessary and Proper Documents with Flexible Benefit Administrators for COBRA Administrative Services

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

Action Form No.: AF-237-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Stacey Baumgardner  
 Presentation By: G. DeCroes

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The City of Kingsport is required to adhere to the regulations created by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Instituted in 1985, COBRA was developed to protect individuals from a loss of coverage from a group benefit plan due to termination, retirement, reduced hours or another qualifying event. When an individual loses coverage, COBRA offers the individual the opportunity to continue receiving benefits. The City of Kingsport group benefit plans for its employees subject to COBRA are:

- Medical;
- Dental;
- Vision;
- Flexible Spending Accounts (FSA).

Failure to comply with COBRA can be a costly mistake for employers. Both the Internal Revenue Service (IRS) and U.S. Department of Labor (DOL) oversee COBRA-related laws. Both the IRS and DOL can levy fines and taxes, including fines of \$110 per day just for the failure to properly issue COBRA notices and requested documents. Many employers today simply do not have the time or resources to stay abreast of the complex and ever-changing laws surrounding COBRA and HIPAA administration.

Outsourcing COBRA administration lowers risk of falling out of compliance. Our Health Care Consultant, Mark III recommends Flexible Benefit Administrators, Inc. (FBA) - one of the leading third-party administrators in the nation who provides COBRA administration to thousands of clients across the nation. Mark III will pay the monthly COBRA Administration Fees.

#### Attachments:

1. Resolution

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

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

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH FLEXIBLE  
BENEFIT ADMINISTRATORS, INC., AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT

WHEREAS, in order to adhere to the regulations created by the Consolidated Omnibus Budget Reconciliation Act (COBRA), which was instituted in 1985, the city would like to enter into an agreement with Flexible Benefit Administrators, Inc.; and

WHEREAS, COBRA was developed to protect individuals from a loss of coverage from a group benefit plan due to termination, retirement, reduced hours or another qualifying event; and

WHEREAS, when an individual loses coverage, COBRA offers the individual the opportunity to continue receiving benefits, and if the individual chooses to elect COBRA, it is their responsibility to pay the full monthly premium amount.

WHEREAS, falling outside of compliance can be a costly mistake for employers, as both the Internal Revenue Service (IRS) and U.S. Department of Labor (DOL) oversee COBRA-related laws, and they can levy fines and taxes, including fines of \$110 per day just for the failure to properly issue COBRA notices and requested documents; and

WHEREAS, outsourcing COBRA administration lowers risk of falling out of compliance, and as one of the leading third-party administrators (TPAs) in the nation, Flexible Benefit Administrators, Inc. (FBA) specializes in providing reliable and cost-efficient COBRA administration services to their clients; and

WHEREAS, the city's Health Care Consultant, Mark III recommends entering into an agreement with Flexible Benefit Administrators, Inc. (FBA).

Now therefore,

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

SECTION I. That an Administrative Services Agreement with Flexible Benefit Administrators, Inc. (FBA) 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 Administrative Services Agreement with Flexible Benefit Administrators, Inc. (FBA), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN  
FLEXIBLE BENEFIT ADMINISTRATORS, INC. AND  
CITY OF KINGSFORT, TN**

This AGREEMENT (the "Agreement") is made and entered into by and between Flexible Benefit Administrators, Inc. ("FBA") and the Group named above ("Employer").

Employer represents and FBA acknowledges that:

- Whereas, Employer has established one or more health plans for its employees that are subject to COBRA regulations
  - Whereas, FBA offers to assist with Employer's administrative needs (the "Program") that includes the following:
    - Consolidated Omnibus Budget Reconciliation Act of 1985(COBRA), as amended, and the related regulations and interpretations by the Internal Revenue Service and Department of Labor
- Whereas, Employer desires FBA to perform certain administrative services with respect to the Program as more fully described in this Agreement and the Exhibits, and FBA is willing to perform those services.

In consideration of the promises and mutual covenants contained in this Agreement, Employer and FBA agree to the terms, conditions, and limitations of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

Any existing group contract or agreement between the Employer and FBA that is being replaced by this Contract is terminated when this one becomes effective.

EMPLOYER CODE: **KING**

CONTRACT EFFECTIVE DATE: **July 01, 2021**

1. Services: FBA shall provide those services described in the Exhibit(s) to this Agreement.
- a. Nature of Services:
  - i. Administrative Services Only- Employer understands and agrees that FBA's sole function under this Agreement is to provide administrative services in accordance with the terms of this Agreement. Under the terms of this Agreement, FBA does not render investment advice, is not an "administrator" as defined in §3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and is not a trustee or a fiduciary, as these terms or other analogous terms may be defined under applicable state, local, or federal law, and does not provide consulting, legal, tax or accounting advice with respect to the creation, adoption or operation of the Program or any portion thereof.
  - ii. Discontinuance of Services Inconsistent with Role- If, based on changes in the regulations governing the Program or the interpretation of the regulations, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by FBA could constitute a discretionary function and thereby subject FBA to classification as a "fiduciary" under applicable state, local or federal law with respect to the Program, and such service could not be restructured in a manner that would not subject FBA to classification as a "fiduciary" under applicable state, local or federal law, then FBA, upon reasonable notice to Employer may decline to thereafter provide that service. The failure to provide any such service shall not constitute a breach of FBA's obligations under this Agreement.
  - iii. Compliance Responsibility- Employer is solely responsible for ensuring that the Program complies with all applicable provisions of the Internal Revenue Code, DOL, ERISA and any applicable state and local laws governing the Program.
    - In the Business Associate Agreement, Employer shall be referred to as "Plan Sponsor" and FBA shall be referred to as "Business Associate"
- b. Reliance Upon Data: All services provided by FBA hereunder shall be based on information supplied by Employer or designee or agent of Employer (as designated by Employer). Employer acknowledges that the timely provision of accurate, consistent, and complete Program Data in the format specified by FBA is essential to its delivery of services, and Employer is responsible for ensuring such timely and accurate data is delivered to FBA in FBA's approved format. For these purposes, "Program Data" means all data and records supplied to FBA, obtained by FBA, or produced by FBA (based on data or records supplied to, or obtained by, FBA) in connection with performing the services pursuant to this Agreement. Program Data includes, but is not limited to, current participant names, addresses, status, and coverage elections.
- c. Data in Electronic Format: Employer agrees that administrative, contribution and recordkeeping data shall be provided by the Employer in an electronic format acceptable to FBA and will be updated by the Employer as FBA requires for proper processing. If the data is not submitted

in an electronic format or if the format of the data requires additional translation, formatting or cleansing, FBA reserves the right to approve or refuse such submission and to charge additional data-handling fees as required.

d. Reliance Upon Persons Designated by Employer: Employer will provide names and other contact information to identify persons authorized by Employer to take actions for, or provide information with respect to, the Program. Until notified of a change, FBA may reasonably rely upon this information and may act upon instructions received from and/or on information provided by these named persons. FBA has the right to assume that those persons continue to be authorized until notified otherwise.

e. Customer Service:

Customer Service Representatives- Customer service representatives will be available at a toll-free telephone number to assist Employer and participants.

Internet Services- FBA will provide access to the FBA Web site as described in paragraph 1 (f) of this Agreement to allow participants and Employer to access certain account information and for participants to review COBRA program elections and make online payments.

Participant Statement of Account- Participants will have access to their accounts through FBA's Web site as described in paragraph 1 (f) of this Agreement.

f. Benefits Information Portals:

i. Participant Portal- FBA will provide Program participants will access to FBA's portal system. This system will allow online payments. Participants will also have online access to the following:

- Real-time history of eligibility dates and payment processing;
- Account management with transaction history and account balance; and
- payment data

ii. Employer Data Portal- FBA will provide Employer and Employer's designated administrator with access to FBA's employer data portal system. The employer portal system provides Employer with the ability to upload COBRA event data and review reports.

g. Compensation: In consideration for its services provided hereunder, the Employer shall pay FBA in accordance with the Fee Schedule provided in Exhibit A. FBA may amend the Fee Schedule for services not yet rendered with Employer's written consent. Fees are invoiced and payable monthly. The monthly invoice will include:

Invoices will be sent out on or before the 12<sup>th</sup> day of each month. Monthly charges are based on participation for the month prior and will not be adjusted for any employees who terminate during the month. Eligibility is based on information provided by Employer to FBA and must be received by FBA the 1<sup>st</sup> business day of the month.

h. Additional optional services agreed upon by Employer and FBA.

All fees are due at the time they are invoiced and Employer agrees to pay all fees due within 30 days after receipt of the invoice date ("Grace Period"), provided, however, that if Employer in good faith disputes the calculation of fees set forth on an invoice and notifies FBA of such dispute within 30 days after receipt of the invoice, the number of days such dispute is unresolved following such notification shall not be counted in determining the 30-day Grace Period applicable to such invoice. As set forth in section 6, late payment may result in termination of the agreement or in late charges for each month invoices are past due.

2. FBA not Legal Counsel: Employer understands and agrees that it shall review with its legal counsel all documents provided to it by FBA and that Employer should consult such counsel on any questions concerning Employer's responsibility under this Agreement, the Program documents, and the legal sufficiency of any documents provided by FBA. Employer understands that neither FBA nor any of FBA's affiliates, agents, or subcontractors are permitted to provide Employer with legal. Employer acknowledges that it will not rely on any information provided as if it were legal advice.

3. Notice of Errors: All information supplied to Employer or participant will be deemed correct if notice of transactional errors is not given to FBA by the participant or the Employer within 90 days of issuance of any payment, confirmation, or other information. If FBA receives timely notice, FBA will use reasonable efforts to correct transactional errors. FBA will not be liable for damages of any kind resulting from such errors.

4. Indemnification:

a. Indemnification of FBA: To the extent permitted by Tennessee law, Employer shall hold harmless and indemnify FBA and its employees, directors, officers, agents, and subcontractors (collectively, "FBA Indemnitees") from and against any loss, damage, liability, claims, costs and expenses, including reasonable attorney's fees, to which FBA Indemnitees may become subject, which result from:

i. Any misrepresentation or nonfulfillment of any terms of this Agreement by Employer, a participant, or any other individual including, but not limited to, liabilities resulting from the provision of inaccurate, untimely, or incomplete information to FBA or the failure to provide FBA with clear

instructions as to distributions;

- ii. Any failure of the Employer to provide timely and accurate Program Data;
- iii. Any failure by the Employer, a participant, or any other individual of the requirements of applicable state, local and/or federal laws;
- iv. The making by FBA of any payment based upon instructions that FBA reasonably believes to be authorized; and
- v. Any action, conduct, or activity taken by FBA, or any inaction by FBA, at the direction of Employer, provided that FBA reasonably believes the direction to be valid and is not negligent in the execution of such directions.
- vi. The liability of Employer (and its affiliates, agents, and subcontractors) hereunder, regardless of the theory or form of action, shall not exceed the aggregate of the total amount of fees paid by Employer hereunder.

b. Indemnification of Employer: FBA shall hold harmless and indemnify Employer and its employees, officers, and directors (collectively, "Employer Indemnitees") from and against any loss, damage, liability, claims, costs, and expenses, including reasonable attorneys' fees, to which Employer Indemnitees may become subject, which are caused directly by the negligence or willful misconduct by FBA. The liability of FBA (and its affiliates, agents, and subcontractors) hereunder, regardless of the theory or form of action, shall not exceed the aggregate of the total amount of fees paid by Employer hereunder.

c. General Conditions of Indemnification: As a condition to receive indemnification, the party seeking indemnification shall:

- i. Give written notice to the indemnifying party of an indemnified claim, demand or action within 15 days after it has knowledge thereof;
- ii. Permit the indemnifying party at its option to assume control of the defense of such claim, demand or action;
- iii. Give full cooperation in the investigation and defense on request;
- iv. Use its best efforts to mitigate the damages; and
- v. Not compromise or settle such claim, demand, or action without the indemnifying party's written consent.

5. Duration; Termination; Successor Record-keeper:

a. Effective Date: The Effective Date shall be as defined on the Face page of this Agreement.

b. Duration: This Agreement will automatically renew each year from the Effective Date for an additional one (1) year term, unless terminated earlier by either party with at least ninety (90) days advance notice prior to the end of the one (1) year period or pursuant to paragraph 6(c) below.

c. Termination for Cause: FBA may terminate this Agreement and discontinue services immediately upon notice to Employer if:

- i. Law enactment or interpretation to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
- ii. Employer fails to pay any invoice prior to the expiration of the Grace Period
- iii. Employer's agreement with FBA to provide or administer the Program coverage is terminated or discontinued for any reason; or
- iv. Employer ceases to be subject to the regulations set forth under the COBRA regulations. Employer may terminate this Agreement for cause immediately upon notice to FBA in the event that Employer's agreement with FBA to provide or administer Program coverage is materially changed and services under this Agreement are no longer required.

i. Agent of Record Change is not considered a materially changed event and will not be considered an acceptable reason for terminating the contract without the required timeframe of notice, as defined in Section 6(b) and 6(c) above. Notwithstanding anything to the contrary Employer may terminate this Agreement with notice to FBA within ninety (90) days of any change in the Agent of Record, and such termination shall not be a breach of this Agreement.

d. Successor Record-keeper: Upon termination, the parties agree that FBA shall have no further duty or responsibility to Employer under this Agreement except as provided in this paragraph 6(d). FBA will use reasonable efforts to transfer all relevant non-proprietary information concerning the Program that FBA deems necessary for future operations, in FBA's standard format, to Employer or to a successor service provider. Any reasonably unforeseeable costs or expenses incurred by FBA in effecting this transfer may be invoiced by FBA and, if so invoiced, shall be paid by Employer unless waived in writing by FBA. Employer agrees that FBA may charge reasonable fees for the provision of requested records or reports that FBA previously provided.

e. Survival of Indemnification: Employer acknowledges and agrees that the indemnification provisions of this Agreement shall survive the termination of this Agreement.

6. Notices: Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission, by electronic mail or sent by



certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when delivered personally, or if sent by facsimile transmission or electronic mail, upon the date stated on the written confirmation received by the sender, or, if mailed, three (3) days after the date of deposit in the U.S. mail, to the address shown on the Face Page of this Agreement, or such other address that is provided by one Party or the other.

7. Entire Agreement; Amendment: This Agreement, including the Exhibits hereto, which are specifically incorporated herein by reference contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and there are no other arrangements written or oral, relating to the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may be amended at any time, but only when agreed to in writing by the parties.

8. Construction: In the event of a dispute regarding the meaning of any of the terms of this Agreement, the terms shall be given a reasonable construction and shall not be construed against either party on the basis of such party's participation in the preparation of the Agreement.

9. Binding Effect; No Assignment: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by FBA to a successor entity without prior written consent of Employer.

10. Representations and Warranties: FBA makes no statutory, express, or implied representations or warranties of any kind with respect to the services or FBA's performance of services under the Agreement, including, without limitation, those of merchantability and fitness for a particular purpose, which, without limiting the foregoing, are disclaimed by FBA. No descriptions or specifications, whether or not incorporated into the Agreement, no provisions of marketing or sales materials, and no statement made by any sales representative in connection with the services shall constitute representations or warranties of any kind.

11. Headings: The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. Severability: If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

13. Governing Law: This Agreement shall be performed, construed, and interpreted in accordance with the laws of the State of Tennessee, without regard to conflict of laws principles. 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, Northeast Division. 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, Northeast Division, the parties' consent to the personal jurisdiction therein.

14. Third Party Beneficiaries: The provisions of this Agreement are solely for the benefit of the parties hereto and their affiliates and are not intended to confer upon any person except the parties hereto any rights or remedies of any kind.

15. Unforeseen Circumstances: Neither FBA nor Employer shall be liable for any default or delay in the performance of its respective services and obligations under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly by:

- a. Fire, flood, elements of nature or other acts of God;
- b. Any outbreak or escalation of hostilities, terrorist actions, war, riots or civil disorders in any country;
- c. Any act or omission of the other party or any governmental authority; or
- d. Nonperformance of a third party of any similar cause beyond the reasonable control of FBA or Employer, as applicable, including without limitation, failures or fluctuations in telecommunications or other equipment.

In any such event, FBA or Employer, as applicable, shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail, and it continues to use reasonable efforts to recommence performance or observance as soon as practicable.

16. Writing and Signature; Electronic Transactions: Unless otherwise explicitly required by law,

- a. Any requirement for writing under this Agreement may be rendered in any form that can reliably reproduce an accurate physical record of the communication and authenticate the source,

including but not limited to facsimile transmission, electronic mail, or Internet transmission.

b. Any requirement of a signature under this Agreement may be rendered in any form clearly indicated by the signatory to be a signature or which complies with instructions directly given to the signatory as to the proper form of indicating a signature in an electronic or voice response environment. Appropriate forms include, but are not limited to, personal identification numbers rendered over the Internet, and facsimile transmissions.

c. Notwithstanding a) or b), above, the recipient of any writing or signature under this Agreement may require the confirmation of any writing or signature in physical form (such as hand or typewritten or the equivalent) with a manual signature.

d. Employer represents that the Program document(s) will allow for transactions to be made by electronic means. Under the Program document(s) and this Agreement together, notices, consents, and other actions by or on behalf of, or with respect to, the Program, its participants, and their respective beneficiaries ("Program Transactions") may be affected, in whole or in part, by electronic means. Any Program Transactions relating to services provided under this Agreement may be initiated or effected by Employer, the Program, a participant, or a beneficiary by use of FBA-authorized electronic means, Internet access system (including FBA website) or telephone service line. Use of electronic means for Program Transactions is subject to the terms and conditions established by FBA and disclosed to Employer and participants, and electronic transactions shall be binding on the parties if FBA, acting in good faith, believes that such transactions are authorized by Employer, a participant, or beneficiary, as applicable.

17. Taxes, Fees and Assessments: The Employer will pay any and all taxes, licenses, and fees, if any, levied by any local, state, or federal authority in connection with the Program. Employer is a tax-exempt entity from Tennessee sales or use tax. Employer will provide FBA with Employer's Sales and Use Tax Exemption Certificate, and FBA will bear the burden of providing its suppliers with a copy of the tax exempt.

18. Acceptance: Signature below will constitute acceptance of this Agreement. The payment of any fees hereunder on or after the Effective Date shown below will also be deemed to constitute written acceptance of the Agreement and the Fees.

## **EXHIBIT A**

### **COBRA Fee Schedule**

Account Set up and Take over of Current COBRA Participants	Waived
Annual Renewal Rate	\$150.00 – each anniversary date
Initial COBRA Rights Notification	\$3.00 per notification
Qualifying Event Notification Package	\$5.00 per package
Current COBRA Participants	\$5.00 per COBRA participant, per month
Open Enrollment Services (Notification Packets to Pending & Enrolled COBRA Participants at Benefit Renewal)	\$5.00 Per Open Enrollment Packet
Global Initial Rights Notification (Initial Rights Notices sent to all currently enrolled employees to maintain COBRA compliancy at contracting with FBA) (Optional Service)	\$3.25 per notification (at contract start)

- Our fees are based on a per enrolled active employee basis. Please note that pricing includes all reporting, accounting, premium billing, and data maintenance.
- All COBRA participants will have a 2% fee added to their premium rates (or 50% added for Disability Extension). Flexible Benefit Administrators will retain these additional fees.
- Administrative fees and line-item adjustments are subject to change by Flexible Benefit Administrators, Inc.

## **EXHIBIT B**

### **Administration and Recordkeeping Services for Consolidated Omnibus Budget Reconciliation Act**

FBA will provide the following administrative services under this Agreement, as elected by Employer to be offered to participants under the Program:

- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- 1. Enrollment and Communication:
  - a. Initial Right Notification: FBA will provide its standard initial rights notification letter to newly covered employees and spouses of the Employer Plan informing them of their rights under COBRA. These notices will be sent via accountable mail within the time frame required by COBRA.
  - b. Qualifying Event Notification: FBA will provide its standard qualifying event notification letter and election notice to all eligible qualified beneficiaries under the Employer Plan. These notices will be sent via accountable mail within the time frame required by COBRA.
- 2. Compliance With Applicable Governing Law: Employer is solely responsible for maintaining the Plan, including the establishment of eligibility, and paying all benefits owed or established under the Plan to its participants. FBA will provide basic Plan information, such as participant counts, that is readily available on its systems to assist Employer with complying with the requirements of the DOL and COBRA law, but it reserves the right to charge an additional fee for extended services, as it deems appropriate.
- 3. Administration and Recordkeeping:
  - a. Participant Accounts: FBA will establish participant accounts for each Plan participant for whom it received complete enrollment information. FBA will determine if employees are eligible under the terms of COBRA with information provided by the eligible participant.
  - b. Participant Files: FBA will maintain physical or electronic files for all participants for whom participant accounts have been established. These files will include enrollment forms and all other written correspondence and documents concerning each participant's account, and if applicable, records of any such actions conducted through the internet or electronic means.
  - c. Transfer of Funds: Collected premiums will be distributed by one of the following methods. FBA will retain the collected 2% COBRA Administration fee.
    - i. If the plans under COBRA administration are fully insured, FBA will return all collected

premiums to each individual carrier. Premiums are disbursed no later than the 25<sup>th</sup> of each month by check or EFT transfer to the carrier. Disbursements include a detailed reporting for funding accountability.

ii. If the plans under COBRA administration are self-insured, FBA will return all collected premiums to Employer. Premiums are disbursed no later than the 25<sup>th</sup> of each month by check or EFT transfer to Employer. Disbursements include a detailed reporting for funding accountability.

d. Ongoing Administrative Processes:

i. Timely Communication Mailings- Upon receipt of complete information from Employer, within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, FBA's will send standard Initial Rights Notifications and Qualifying Event Notifications via first-class USPS mailing.

ii. Payment of COBRA Premiums- FBA will collect, track, process and remit the insurance premiums paid by the qualified beneficiaries in accordance with the terms and conditions of this Agreement. Participants can pay COBRA premiums by check, money order or automatic recurring ACH without any additional charges. FBA will also provide an additional option to pay COBRA premiums online with a credit card or a single occurrence ACH; these options may include charges by the online third-party vendor. FBA will mail standard payment coupons that should accompany all check and money order submission of premiums. FBA represents that all COBRA payment methods are compliant with COBRA regulations.

iii. Maximum Coverage Period- FBA will notify qualified beneficiaries if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA coverage. The notice will be provided as soon as administratively practicable after FBA determines that COBRA coverage will be terminated early. COBRA period will be extended in cases of disability and second qualifying events based on the rules of COBRA.

iv. Insurance Carrier Updates- FBA will coordinate with Employer and insurance carriers on any questions pertaining to a qualified beneficiary's COBRA eligibility and payment status. If permitted by the carriers, qualified beneficiaries electing COBRA coverage will be moved from the Employer billing statement to a separate COBRA subgroup statement that is sent to FBA on behalf of the Employer. Enrollment and termination updates will be communicated directly with the insurance carriers and will be updated in accordance with COBRA eligibility regulations.

v. Communication with COBRA Participants- Using FBA's standard communications, FBA will maintain communication with the qualified beneficiaries who have elected COBRA coverage concerning eligibility status, Medicare eligibility, advance termination notice for the individual conversion, verification of termination, change of address, benefit, and rate changes.

vi. Open Enrollment- Once open enrollment rates have been provided, FBA will send standard system generated open enrollment/rate change letters during open enrollment. FBA will make any insurance carrier updates for election coverage changes and will issue new payment coupons to correspond with rate changes.

vii. Reports- FBA will provide Employer with standard reports that will summarize all COBRA activity that occurred for each active/pending COBRA participant. Reporting will also provide a listing of all newly covered employees who received an initial rights notification.

[Acknowledgements Deleted for Inclusion in this Resolution]

#### DOCUMENT OF BROKER PAYMENT FOR COBRA SERVICES

By signing this document, City of Kingsport, TN (herein "Client") understands that the Agent of Record agreed to pay for the administrative fees as described below. The payment arrangement is in force for the duration of the partnership between the Client and Agent of Record on their terms. Should the Client and Agent of Record terminate their business partnership (Agent of Record Change) or terminate this payment arrangement, Client understands that they remain accountable for all fees applicable to the services, as provided in the Administrative Services Agreement, which were signed and agreed to as of July 01, 2021, subject to the right of termination set out in the Administrative Services Agreement between Client and Flexible Benefit Administrators, Inc.

If client should choose to move COBRA services to another Third-Party Administrator, client agrees to pay all fees up through last day of the month of date of written notification of intent to move services.

- **Agent of Record: Mark III Employee Benefits**

- **Mark III Employee Benefits has agreed to pay COBRA administration fees as long as they remain Agent of Record.**

- o Administrative services provided by FBA are not automatically terminated due to an Agent of Record change.

By signing this document, you have read and understand the Document of Broker Payment for COBRA Services.

[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 a Business Associate Agreement with Flexible Benefit Administrators, Inc. (FBA) is approved.

SECTION V. 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, Business Associate Agreement with Flexible Benefit Administrators, Inc. (FBA), to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

#### **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into effect as of **July 01, 2021**, by and between **City of Kingsport, TN** ("Plan Sponsor") and **Flexible Benefit Administrators, Inc.** ("Business Associate").

##### **Recitals**

A. Plan Sponsor has entered into an agreement with Business Associate and may enter into future agreements with Business Associate (each a "Services Agreement"), whereby Business Associate will provide certain functions or services for or on behalf of Plan Sponsor, and in the course of providing those functions or services, will receive, create, maintain, or transmit certain information that may identify a participant of Plan Sponsor.

B. Plan Sponsor is subject to certain federal requirements to enter into this Agreement with Business Associate.

##### **Agreement**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

2. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the HIPAA Rules, as appropriate. Unless the context otherwise requires, the following terms have the following meaning as used in this Agreement:

(a) **"Electronic Protected Health Information" or "ePHI"** has the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Plan Sponsor.

(b) **"Financial Information"** means the first name or first initial and last name of an individual who is linked to any one or more of the following data elements that relate to such individual, when the data elements are not Encrypted, Redacted, or publicly available information that is lawfully made available to the general public from federal, state, or local government records: (i) social security number, (ii) driver's license number or state identification card number, or (iii) financial account number, or credit or debit card number, alone or in combination with any required security code, access code or password that would permit access to such individual's financial account. As used above, (x) "Redacted" means the alteration or truncation of data such that no more than the following are accessible as part of the information: (1) five digits of a social security number, or (2) the last four digits of a driver's license number, state identification card number, or account number; and (y) "Encrypted" means the transformation of data through the use of algorithmic process into a form in which there is a low probability of assigning meaning without the use of a confidential process or key, or securing the information by another method that renders the data elements unreadable or unusable.

(c) **"Financial Information Breach"** means the unauthorized access and acquisition of Financial Information that compromises the security, confidentiality, or integrity of Financial Information and that actually or reasonably may cause identity theft to the individual to whom the Financial Information relates, but good faith acquisition of Financial Information by an employee or agent of Business Associate for the purposes of Business Associate is not a Financial Information Breach, provided

that the Financial Information is not used for or is not subject to further unauthorized disclosure  
(d) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

(e) "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a Person who qualifies as a personal representative under 45 CFR § 164.502(g).

(f) "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Plan Sponsor.

(g) "Unsecured Protected Health Information" or "Unsecured PHI" has the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to PHI.

3. Obligations and Activities of Business Associate. Business Associate agrees to:

(a) General Restrictions. Not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) General Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.

(c) Reporting. Report to Plan Sponsor any Use or Disclosure of the PHI not provided for by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required at 45 CFR § 164.410, and any Security Incident of which it becomes aware.

(i) Security Incidents. A report of a Security Incident:

(A) Will be made promptly in writing, for any actual, successful Security Incident.

(B) Will be made in writing on a reasonable basis after Plan Sponsor's written request, for any attempted, unsuccessful Security Incident.

(ii) Breach Notification. Without limiting its obligations under 45 CFR § 164.410, Business Associate will notify Plan Sponsor in writing of the Discovery of any Breach of Unsecured PHI. Such notice will be made not later than five (5) business days after Discovery and will include (x) such information then-known or then-available to Business Associate that Plan Sponsor would be required to include in a notification to an Individual under 45 CFR § 164.404(c), including, without limitation, the date of Discovery of such Breach, and (y) such information required or helpful for Plan Sponsor to determine whether Business Associate constitutes Plan Sponsor's agent (determined in accordance with the federal common law of agency) with respect to such Breach. If Plan Sponsor notifies Business Associate of its determination that Business Associate was Plan Sponsor's agent with respect to such Breach, Business Associate will comply with all of its obligations under 45 CFR § 164.410 within five (5) business days after receipt of such notice. Business Associate agrees to cooperate with Plan Sponsor in preparing any notices by Plan Sponsor concerning such Breach, and if directed by Plan Sponsor, fulfill Plan Sponsor's obligations under Subpart D of 45 CFR Part 164, and provide verification of the same.

(d) Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii), 164.308(b)(2), if applicable, ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Access to PHI. At the request of Plan Sponsor, make available PHI in a Designated Record Set, to Plan Sponsor or, as directed by Plan Sponsor, to an Individual or an Individual's designee as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.524.

(f) Amendment to PHI. Make any amendment(s) to PHI in a Designated Record Set directed or agreed by Plan Sponsor to pursuant to 45 CFR § 164.526 or take other measures as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.526.

(g) Accounting of Disclosures. Maintain and make available to Plan Sponsor or, as directed by Plan Sponsor, to an Individual or an Individual's designee, information required to provide an accounting of Disclosures as necessary to satisfy Plan Sponsor's obligations under 45 CFR § 164.528.

(h) Privacy Rule Compliance. To the extent Business Associate is to carry out one or more of Plan Sponsor's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Plan Sponsor in the performance of such obligations.

(i) Internal Practices. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Standards for Electronic Transactions. Business Associate agrees that if it (or an agent or subcontractor) conducts an electronic transmission for or on behalf of Plan Sponsor that qualifies as a Standard Transaction, Business Associate (or its agent or subcontractor, as those terms are used in 45 CFR Part 162) will comply with the requirements of the Standards for Electronic Transactions (45 CFR Parts 160 and 162) (the "Transaction Standards"). Business Associate further agrees that, in connection with the transmission of Standard Transactions, it will not (and will not permit any agent

or subcontractor, as those terms are used in 45 CFR Part 162, with which it might contract to): (i) change the definition, Data Condition, or a Data Element or Segment in a Standard Transaction; (ii) add any Data Elements or Segments to the maximum defined Data Set; (iii) use any code or Data Elements that are either marked "not used" in the Transaction Standards' implementation specification or are not in the Transaction Standards' implementation specification; or (iv) change the meaning or intent of the Transaction Standards' implementation specification(s). Business Associate agrees and understands that there exists the possibility that the Plan Sponsor might request an exception from the uses of the Transaction Standards as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification. Business Associate (and any agent or subcontractor, as those terms are used in 45 CFR Part 162) agrees to abide by any changes to the Transaction Standards that might be applicable to the services supplied under the Services Agreements.

(k) Financial Information Breach. Without limiting its obligations under applicable law, Business Associate will notify Plan Sponsor in writing of the discovery of any Financial Information Breach. Such notice will be made not later than five (5) business days after discovery and will include such information then-known or then-available to Business Associate that Plan Sponsor would be required to include in a notification to an individual to whom the Financial Information relates under applicable law, including the identity of such individuals. Business Associate agrees to conduct in good faith a reasonable and prompt investigation to determine the likelihood that Financial Information has been or will be misused and cooperate with Plan Sponsor in preparing any notices by Plan Sponsor concerning such Financial Information Breach, and if directed by Plan Sponsor, fulfill Plan Sponsor's obligations under applicable law with respect to such notice and provide verification of the same.

(l) Mitigation. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a violation of the requirements of this Agreement, which may include, without limitation, investigating and remediating the harmful effects of any Breach of Unsecured PHI caused by Business Associate.

(m) Manner of Performance. Unless otherwise specified in this Section 3, Business Associate will perform its obligations under this Section 3 within a time and in a manner reasonable under the circumstances to allow Plan Sponsor to comply with its obligations under the HIPAA Rules. If Business Associate receives a request directly from an Individual with regard to Plan Sponsor's obligations under 45 CFR §§ 164.524, 164.526, or 164.528, Business Associate will promptly forward the request to Plan Sponsor and not respond to the Individual unless directed by Plan Sponsor.

4. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate:

(a) Use and Disclosure. May only Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Plan Sponsor as specified in the Services Agreements.

(b) Required By Law. May Use or Disclose PHI as Required By Law.

(c) Minimum Necessary. Agrees that its Use, Disclosure, or requests for PHI will satisfy the minimum necessary requirements of Subpart E of 45 CFR Part 164.

(d) Further Restrictions. May not Use or Disclosure PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Plan Sponsor, except as permitted under Section 5 of this Agreement.

5. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, Business Associate may:

(a) Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) If necessary to perform under a Service Agreement, provide Data Aggregation services related to Plan Sponsor's Health Care Operations.

6. Obligations of Plan Sponsor. Plan Sponsor will:

(a) Notify Business Associate of any limitation in Plan Sponsor's notice of privacy practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose such Individual's PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Notify Business Associate of any restriction to the Use or Disclosure of PHI to which Plan

Sponsor has agreed or by which Plan Sponsor is required to abide under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(d) Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 145 if done by Plan Sponsor, except as otherwise allowed under Section 5 of this Agreement.

7. Term and Termination.

(a) Term. The term of this Agreement will begin on the Effective Date and will terminate on the expiration or termination of all Services Agreements or on the effective date of termination by Plan Sponsor under Section 7(b) of this Agreement, whichever is sooner.

(b) Termination for Cause. Plan Sponsor may terminate this Agreement if Plan Sponsor determines Business Associate has violated a material term of this Agreement and, if such violation is capable of cure, Business Associate has not cured the breach or ended the violation within the time specified by Plan Sponsor. If the violation is not capable of cure, Plan Sponsor may terminate this Agreement immediately.

8. Obligations on Termination. Upon termination of this Agreement for any reason, Business Associate will:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Plan Sponsor or, if agreed to by Plan Sponsor, destroy the remaining PHI that Business Associate maintains in any form, and retain no copies.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section 8, for as long as Business Associate retains the PHI.

(d) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Sections 5(a) and 5(b) of this Agreement.

(e) Return to Plan Sponsor or, if agreed to by Plan Sponsor, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, and retain no copies.

(f) At Plan Sponsor's request from time to time, provide Plan Sponsor a written certification of Business Associate's compliance with the obligations of this Section 8.

9. Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Plan Sponsor, its affiliates, and their respective employees, directors, officers, agents, and Workforce members (each an "Indemnified Party") against all actual or direct losses, liabilities, profits, fines, penalties, costs, or expenses, including without limitation, reasonable cost of mitigation or remediation and attorneys' fees, that are or may be suffered by an Indemnified Party arising out of or related to any breach of this Agreement by Business Associate or its Subcontractors or notification made by Plan Sponsor due to a Breach of Unsecured PHI or a Financial Information Breach caused by Business Associate or its Subcontractors.

10. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Survival. The respective rights and obligations of the parties under Sections 8 and 9 of this Agreement will survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement will be resolved to permit compliance with the HIPAA Rules.

(e) Integration and Amendment. This Agreement and the Services Agreements constitute the parties' only agreement with respect to PHI. All previous or contemporaneous oral, written, electronic, or other agreements concerning PHI, including all prior business associate agreements or terms (if any), are hereby terminated and superseded by this Agreement. When in conflict, the terms and conditions of this Agreement control over the terms of the Services Agreements. This Agreement may not be amended except in writing signed by the representatives of the parties.

This Business Associate Agreement has been executed by the parties as of the Effective Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ACTION FORM

### Authorization for the Mayor to Execute a Deed of Easement to Domtar Paper Company, LLC

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

Action Form No.: AF-251-2021  
 Work Session: August 16, 2021  
 First Reading: N/A

Final Adoption: August 17, 2021  
 Staff Work By: Bart Rowlett  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Resolution

#### Executive Summary:

As part of a PILOT Agreement, the city agreed to exchange the Cloud Park property in return for the Cement Hill property owned by Domtar Paper Company, LLC (hereinafter Domtar).

A leachate system is currently in place on the Cement Hill property for the purpose of capturing effluence, which is to say water that has passed through the soil, and then transporting it to a facility operated by Domtar for treatment. As part of the property exchange Domtar will transfer ownership of the leachate system to City but Domtar will continue to treat the effluence, subject to certain limitations. Since the City will own Cement Hill and the leachate system the easement is necessary to permit the effluence to be moved across city property to Domtar.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
DEED OF EASEMENT FOR THE PROPERTY COMMONLY  
REFERRED TO AS CEMENT HILL AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Board of Mayor and Alderman adopted Resolution No. 2021-031 through which it in part consented to the exchange of city owned property commonly referred to as Cloud Park for real property owned by Domtar Paper Company, LLC commonly referred to as Cement Hill; and

WHEREAS, there currently exists upon the Cement Hill property a system of pipes, pumps and related equipment used to transport and dispose of leachate on Cement Hill ownership of which will pass to the City upon acquisition of the Cement Hill property; and

WHEREAS, Domtar has agreed to accept and treat said leachate from Cement Hill and therefore must be granted an easement to transport the untreated leachate from Cement Hill to Domtar's treatment facility.

Now therefore,

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

SECTION I. That the Deed of Easement between Domtar Paper Company, LLC and the City of Kingsport is hereby 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, the Deed of Easement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by this resolution, said Deed of Easement being as follows:

THIS INSTRUMENT PREPARED BY:  
Wilson Worley Moore Gamble & Stout PC  
2021 Meadowview Lane 2nd Floor, P.O. Box 88  
Kingsport, Tennessee 37662

DEED OF EASEMENT

This DEED OF EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between, DOMTAR PAPER COMPANY, LLC, a Delaware limited liability company ("Grantor") and the CITY OF KINGSPORT, TENNESSEE ("Grantee").

Whereas, as part of an agreement where the Grantee and Grantor have agreed to exchange multiple pieces of property, Grantor has transferred approximately 38.735 acres +/- of property commonly known as Cement Hill (as more particularly described in Deed Book \_\_\_, Page \_\_\_) to Grantee ("Cement Hill");

Whereas, there currently exists a system of pipes, pumps and related equipment located on Cement Hill to transport and dispose of leachate on Cement Hill;

Whereas, the current system of leachate disposal includes a comprehensive system of underground piping, pumps, controls, electrical systems and other related equipment that is located on Cement Hill and Grantor's adjoining property which terminates in the Grantor's existing effluent treatment facility located on Grantor's property (hereafter collectively the "Leachate System");

Whereas, Grantor desires to transfer ownership of the Leachate System located on the Cement Hill property (including all pipes, pumps and other related equipment) to Grantee and Grantee agrees to accept said property;

Whereas, Grantor shall retain ownership of that portion of the Leachate System located on Grantor's property;

Whereas, subject to the terms of this Easement, Grantor has agreed to continue to accept the untreated leachate from Cement Hill into its existing effluent treatment facility, treat the leachate from Cement Hill and to maintain the Leachate System located on its property and its effluent treatment facility in good operating condition in compliance with all applicable laws;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. The Grantor does hereby grant, sell, transfer, and convey unto the Grantee, its successors and assigns, a non-exclusive easement to transport and dispose of untreated leachate from Cement Hill onto, under and through Grantor's adjoining property via the Leachate System in its current location on Grantor's property as generally shown on Exhibit A attached hereto.

2. The portion of the Leachate System (including the effluent treatment system) located on Grantor's property shall continue to be operated and maintained by Grantor in accordance with all applicable laws, as amended from time to time. Subject to the provisions of Paragraph 5 hereinbelow, Grantor agrees to treat all leachate received from the Grantee via its effluent treatment system in accordance with all applicable federal and state statutes and regulations. However, in the event Grantor fails to maintain the Leachate System located on Grantor's property or properly treat the leachate, Grantee shall have the right to enter onto Grantor's property after giving notice in accordance with paragraph 3 below in order to maintain, operate, use, inspect, repair, and replace the Leachate System or effluent treatment system in its current location on Grantor's property as generally shown on Exhibit "A" attached hereto.

3. If Grantor fails to adequately maintain or operate that portion of the Leachate System (including the effluent treatment facility) located on Grantor's property and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance or operational problem, or fails to begin to cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cured or corrected within fourteen (14) days, and fails to diligently prosecute such cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, cure or correct any damage caused by Grantor's failure to adequately operate or maintain the Leachate System (including the effluent treatment facility) located on Grantor's property. Upon Grantee's presentation of an itemization and supporting documentation of such maintenance expenses, Grantor shall reimburse the Grantee for the cost of such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on Grantor's property until paid in full. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor hereby transfers to Grantee all of Grantor's right title and ownership to that portion of the Leachate System located on the Cement Hill property (including all pipes, pumps and other related equipment) and Grantee hereby accepts ownership of said property and agrees to be responsible for its operation, maintenance and repair in accordance with all applicable laws (as may be amended from time to time). All such pipes, pumps and other related equipment used in the Leachate System located on the Cement Hill property are transferred to Grantee, and accepted by Grantee, AS IS, WHERE IS, in their current physical condition, and without any warranty by Grantor other than Grantor's warranty that it has good and merchantable title to the pipes, pumps and other related equipment used in the Leachate System located on the Cement Hill property and Grantor is able to transfer title to such assets to Grantee free of any liens or adverse claims.

5. Notwithstanding any other provisions of this Easement, in the event Grantor or Grantor's successors and assigns permanently cease operations at Grantor's manufacturing facility at 100 Clinchfield Street, Kingsport, Tennessee, or in the event of a change in the majority ownership or control of Grantor or Grantor's assets, or a change in the majority ownership or control of Grantor's successors and assigns or their respective assets, Grantor and Grantor's successors and assigns shall have the right, exercisable upon one hundred eighty (180) days prior written notice to Grantee, to terminate acceptance and treatment of untreated leachate from Grantee; provided, however, during such 180 day period Grantor and Grantor's successors and assigns agree to work cooperatively and in good faith with Grantee to assist Grantee in developing a long term plan for the treatment of Grantee's leachate. During such 180 day period, Grantor, and Grantor's successors and assigns, shall continue to accept and treat untreated leachate from Grantee. Grantee shall have

the right to extend the 180 day period in which Grantor, and Grantor's successors and assigns, shall continue to accept and treat untreated leachate up to an additional 180 days if Grantee, in its sole discretion, determines such an extension is necessary for Grantee to develop a long term leachate treatment plan. In any event, Grantor and Grantor's successors and assigns shall not be required to provide any alternative treatment facilities or incur any expense to support Grantee's arrangement of alternative leachate treatment facilities, and the obligation of Grantor and its successors and assigns to work cooperatively and in good faith with Grantee to develop a long term plan for the treatment of leachate shall be not construed to require Grantor and its successors and assigns to provide any alternative treatment facilities or incur any such expense. In the event Grantor or Grantor's successors and assigns exercise such right to terminate acceptance and treatment of untreated leachate from Grantee, and subject to the continued acceptance and treatment of untreated leachate from Grantee during such 180 day notice period and any extension thereof, the performance obligations of Grantor and Grantor's successors and assigns under this Easement shall terminate.

6. Subject to the right of termination reserved in favor of Grantor and Grantor's successors and assigns pursuant to Paragraph 5, this Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

7. Subject to and conditioned upon the provisions of this Easement, Grantor hereby reserves for itself the right to use the easement area; provided, however, that Grantor's use may not (i) violate any provisions of this Easement, or (ii) unreasonably interfere with any of Grantee's easements, rights, or interest under this Easement.

8. Grantor agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless Grantee from and against all claims, losses, damages (including reasonable attorney's fees), personal injuries (including but not limited to death), or liability arising from, out of, or caused by Grantor's, or any of its officers, employees, agents, or contractors, negligent or intentional acts, errors, or omissions in the maintenance, repair or operation of that portion of the Leachate System located on Grantor's property, except to the extent of negligence or wanton misconduct of Grantee.

9. This Easement shall become effective upon the recordation of Grantor's Deed conveying the Cement Hill property to Grantee. All references herein to "Grantor's property" shall mean the remaining real property owned by Grantor after the recordation of the Deed conveying the Cement Hill property to Grantee.

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

[Acknowledgments Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 17<sup>th</sup> day of August, 2021.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport

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

Action Form No.: AF-252-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: Lisa Winkle  
 Presentation By: L. Winkle

### Recommendation:

Approve separate resolutions for each of the authorized depositories and designate the authorized official signatures for the accounts on deposit with each of the depositories and designate the officials authorized to execute banking transactions for the City of Kingsport.

### Banks and Depositories Currently Holding City Funds

- Approve Resolution with First Horizon Bank National Association
- Approve Resolution with First Horizon Bank National Association Police Account
- Approve Resolution with HomeTrust Bank
- Approve Resolution with the State of Tennessee Local Government Investment Pool

### Additional Banks and Depositories on Bid Request List

- Approve Resolution with Truist Bank
- Approve Resolution with Regions Bank
- Approve Resolution with Bank of Tennessee
- Approve Resolution with Citizens Bank
- Approve Resolution with FHN Financial

### Executive Summary:

As a result of personnel changes, it is necessary to provide new resolutions to the banks in order to designate authorized official signatures and designate officials authorized to execute banking transactions.

### Attachments:

1. Resolutions

Funding source appropriate and funds are available: *JM*

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

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL  
ASSOCIATION

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Horizon Bank National Association (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa



OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR CITY  
OF KINGSPORT POLICE DEPARTMENT SPECIAL INVESTIGATION  
ACCOUNT ON DEPOSIT WITH FIRST HORIZON BANK NATIONAL  
ASSOCIATION

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That First Horizon Bank National Association (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipal police department, and that accounts established at the Bank, for and on behalf of this municipal police department shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport Police Department as well as by account name/description, account number and/or any other means as the Bank and/or municipal police department may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records, and that account currently established at the Bank in the name of, for and on behalf of this municipal police department, is identified as follow:

<u>NAME</u>	<u>ACCOUNT NUMBER</u>
City of Kingsport – Police Department KDA	187469157

SECTION II. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipal police department, and such credits may be withdrawn by check, draft or instrument executed for the municipal police department by the duly appointed Police Chief or Deputy Police Chief as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
Police Chief	Anthony D. Phipps	
OR		
Deputy Police Chief	Jason G. Bellamy	

SECTION III. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipal police department executing the same, and the funds be withdrawn for his individual use or credit.

SECTION IV. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport Police Department, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION V. That the accounts established at the Bank in the name of, for and on behalf of this municipal police department shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION VI. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City of Kingsport Police Chief at the following address:

Anthony D. Phipps, Police Chief  
City of Kingsport Police Department  
200 Shelby Street  
Kingsport, Tennessee 37660

SECTION VII. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That HomeTrust Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH LOCAL GOVERNMENT INVESTMENT  
POOL

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Local Government Investment Pool (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa



OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH TRUIST BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Truist Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH REGIONS BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Regions Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Bank of Tennessee (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		



City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH CITIZENS BANK

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That Citizens Bank (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR  
ACCOUNTS ON DEPOSIT WITH FHN FINANCIAL

BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

SECTION I. That FHN Financial (hereinafter referred to as the "Bank") be and is hereby designated as a depository of this municipality, and that accounts established at the Bank, for and on behalf of this municipality shall be identified in the accounts and on the records of the Bank in the name of the City of Kingsport as well as by account name/description, account number and/or any other means as the Bank and/or municipality may determine to be necessary to appropriately identify, track and account for said account or accounts in the Bank's records.

SECTION II. That either the City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors, the officers herein listed below, are hereby authorized on behalf of this municipality to enter into any of the Bank's checking, savings, time deposit, wire transfer, night deposit, or cash management and corporate service agreements, or other deposit account agreements and that the municipality shall be bound by the terms and conditions of the said agreements.

SECTION III. That any of the officers designated herein and listed below are authorized on behalf of this municipality to endorse for deposit with said Bank, any and all checks, drafts, certificate of deposits, savings certificates, or other instruments or written orders for the payment of money payable to this municipality and such endorsements may be in writing, by stamp or otherwise affixed.

SECTION IV. That delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and, if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to the Bank to place the same to the credit of the municipality, and such credits may be withdrawn by check, draft or instrument executed for the municipality by the duly appointed City Manager or Deputy City Manager or Assistant City Manager or Assistant to the City Manager and the City Recorder/Treasurer or Accounting Supervisors as herein identified:

<u>TITLE</u>	<u>TYPED NAME</u>	<u>SIGNATURE</u>
City Manager	Christopher W. McCartt	
OR		
Deputy City Manager	Ryan O. McReynolds	
OR		
Assistant City Manager	Michael T. Borders	
OR		
Assistant To The City Manager	Jessica L. Harmon	
AND		

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION V. That the Bank is hereby requested, directed, and authorized to honor checks, drafts, and other instruments on said account which bear or purport to bear the facsimile signatures appearing below. Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature or signatures may be affixed if such signature resembles the following facsimile specimens which are hereby certified to the Bank:

TITLE

TYPED NAME

FACSIMILE  
SIGNATURE

City Manager

Christopher W. McCartt

OR

Deputy City Manager

Ryan O. McReynolds

OR

Assistant City Manager

Michael T. Borders

OR

Assistant To The City Manager

Jessica L. Harmon

AND

City Recorder/Treasurer

Lisa E. Winkle

OR

Accounting Supervisor

Christy L. Bemrich

OR

Accounting Supervisor

Scott A. LaNasa

OR

Accounting Supervisor

Kathryn A. Carver

SECTION VI. That any of the officers designated herein and listed above are authorized on behalf of this municipality to execute the Funds Transfer Agreement to authorize the transfer of funds to other financial institutions or other accounts at Bank by written instructions, telephone or terminal communication device and to appoint persons from time to time who are authorized to request such transfers on behalf of the municipality.

SECTION VII. That the Bank shall be under no obligation to see or make inquiry as to the application of any funds withdrawn from said account, even though the withdrawal order may be payable to the agent of the municipality executing the same, and the funds be withdrawn for his individual use or credit.

SECTION VIII. That this resolution shall supersede all previous resolutions on file with the Bank from and after its adoption, and that the Bank shall recognize only those signatures of the officials designated herein as authorized signatures on behalf of the City of Kingsport, and that the Bank shall delete from its records any previously authorized signatures that do not appear herein.

SECTION IX. That the accounts established at the Bank in the name of, for and on behalf of this municipality shall be classified and identified on the accounts and in the records of the Bank as public funds.

SECTION X. That no official correspondence and/or official notice from the Bank shall be effective unless directed to the office of the City Recorder/Treasurer at the following address:

Lisa E. Winkle  
City Recorder/Treasurer  
City of Kingsport  
415 Broad Street  
Kingsport, Tennessee 37660

SECTION XI. That this resolution shall be effective from and after August 17, 2021, the public welfare requiring it.

ADOPTED this the 17th day of August 2021.

---

PATRICK W. SHULL, Mayor

ATTEST:

---

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, City Attorney





## AGENDA ACTION FORM

### Proposed Stormwater Annual Compliance Report

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

Action Form No.: AF-255-2021  
 Work Session: August 16, 2021  
 First Reading: NA

Final Adoption: August 17, 2021  
 Staff Work By: Amanda McMullen  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution

### Executive Summary:

Kingsport's stormwater permit requires that the municipal separate storm sewer system (MS4) submit an annual report to the Tennessee Department of Environment and Conversation (TDEC) by September 30 of each calendar year that covers the previous compliance year. A requirement states that prior to submitting the annual report to TDEC, the MS4 must publicly present the annual report for suggestions and comment. Therefore on August 4, 2021 the annual report was posted to the city's website at <https://www.kingsporttn.gov/wp-content/uploads/2021/08/Public-Review-Copy.pdf> where the public is invited to submit questions and comments regarding the City of Kingsport's 2020 MS4 Annual Report.

### Attachments:

1. Resolution
2. Permit Requirement/Activities
3. Proposed Annual Report

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED  
BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND  
CONSERVATION

WHEREAS, the storm water permit the city has from the Tennessee Department of Environment and Conservation requires that the city submit on behalf of its municipal separate storm sewer system an annual report; and

WHEREAS, a public notice to receive suggestions and comments must be issued prior to the adoption of the annual report; and

WHEREAS, on August 4, 2021 the annual report was posted to the city's website at <https://www.kingsporttn.gov/wp-content/uploads/2021/08/Public-Review-Copy.pdf> where the public is invited to submit questions and comments; and

WHEREAS, a public meeting was held by the board of mayor and alderman on the 17<sup>th</sup> day of August, 2021.

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, the Stormwater Annual Compliance Report required by the Tennessee Department of Environment and Conservation.

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 17<sup>th</sup> day of August of August, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Tennessee Department of Environment and Conservation  
Division of Water Resources  
William R. Snodgrass Tennessee Tower,  
312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243  
1-888-891-8332 (TDEC)

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

1. MS4 Information

Name of MS4: City of Kingsport		MS4 Permit Number: TNS075388
Contact Person: Amanda McMullen		Email Address: AmandaMcMullen@kingsporttn.gov
Telephone: (423) 229-9325		MS4 Program Web Address: <a href="https://www.kingsporttn.gov/water-services/stormwater/">https://www.kingsporttn.gov/water-services/stormwater/</a>
Mailing Address: 1113 Konnarock Road		
City: Kingsport	State: TN	ZIP code: 37664

What is the current population of your MS4? 54,369

What is the reporting period for this annual report? July1 2020 to June 30 2021

2. Discharges to Waterbodies with Unavailable Parameters or Exceptional Tennessee Waters (Section 3.1)

- A. Does your MS4 discharge into waters with unavailable parameters (previously referred to as impaired) for pathogens, nutrients, siltation or other parameters related to stormwater runoff from urbanized areas as listed on TN's most current 303(d) list and/or according to the on-line state GIS mapping tool ([tdeconline.tn.gov/dwr/](http://tdeconline.tn.gov/dwr/))? If yes, attach a list. ☒ Yes ☐ No
- B. Are there established and approved TMDLs (<http://www.tn.gov/environment/article/wr-ws-tennessees-total-maximum-daily-load-tmdl-program>) with waste load allocations for MS4 discharges in your jurisdiction? If yes, attach a list. ☒ Yes ☐ No
- C. Does your MS4 discharge to any Exceptional Tennessee Waters (ETWs - [http://environment-online.tn.gov:8080/pls/enf\\_reports/f?p=9034:34304:4880790061142](http://environment-online.tn.gov:8080/pls/enf_reports/f?p=9034:34304:4880790061142))? If yes, attach a list. ☐ Yes ☒ No
- D. Are you implementing specific Best Management Practices (BMPs) to control pollutant discharges to waterbodies with unavailable parameters or ETWs? If yes, describe the specific practices: Monthly inspection frequency requirement, special pollutant abatement plans for pollutant hot spots, detailed review and approval of stormwater pollution prevention plans, riparian buffer tree planting, bioretention islands, buffer property deed restrictions. ☒ Yes ☐ No

3. Public Education/Outreach and Involvement/Participation (Sections 4.2.1 and 4.2.2)

- A. Have you developed a Public Information and Education plan (PIE)? ☒ Yes ☐ No
- B. Is your public education program targeting specific pollutants and sources, such as Hot Spots? If yes, describe the specific pollutants and/or sources targeted by your public education program: MS4 and construction site runoff, illicit discharges including septage, sediment, oil and grease, applicators of pesticides, herbicides, and fertilizer, vehicle related fluids and illegal dumping. ☒ Yes ☐ No
- C. Do you have a webpage dedicated to your stormwater program? If yes, provide a link/URL: <https://www.kingsporttn.gov/water-services/stormwater/> ☒ Yes ☐ No

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

- D. Summarize how you advertise and publicize your public education, outreach, involvement and participation opportunities: Website, Facebook, public notices, billboards, newspaper articles, TNSA, and distribution of materials.
- E. Summarize the public education, outreach, involvement and participation activities you completed during this reporting period: 3rd Annual Storm Drain Art Contest; Stream Cleanups; Mailed out stream buffer brochures to residents along impaired streams; Mailed out educational materials to private SCM owners; Distribution of activity booklets to 4th graders; Rain Barrel Distribution; Tree seedling distribution
- F. Summarize any specific successful outcome(s) (e.g., citizen involvement, pollutant reduction, water quality improvement, etc.) fully or partially attributable to your public education and participation program during this reporting period: Educating children about stormwater, 40 more residents utilizing rainbarrels, Trees being planted on residential properties; Education of general public thru storm drain art; Volunteers cleaning up litter along streams, Calls from residents to discuss streams; Calls from private SCM owners to discuss maintenance.

4. Illicit Discharge Detection and Elimination (Section 4.2.3)

- A. Have you developed and do you continue to update a storm sewer system map that shows the location of system outfalls where the municipal storm sewer system discharges into waters of the state or conveyances owned or operated by another MS4? ☒ Yes ☐ No
- B. If yes, does the map include inputs into the storm sewer collection system, such as the inlets, catch basins, drop structures or other defined contributing points to the sewershed of that outfall, and general direction of stormwater flow? ☒ Yes ☐ No
- C. How many outfalls have you identified in your storm sewer system? 919
- D. Do you have an ordinance, or other regulatory mechanism, that prohibits non-stormwater discharges into your storm sewer system? ☒ Yes ☐ No
- E. Have you implemented a plan to detect, identify and eliminate non-stormwater discharges, including illegal disposal, throughout the storm sewer system? If yes, provide a summary: Education of the public and targeted employees. Implementing standard operating procedures for municipal operations. Complaint tracking, site plan review, and inspections. ☒ Yes ☐ No
- F. How many illicit discharge related complaints were received this reporting period? 0
- G. How many illicit discharge investigations were performed this reporting period? 0
- H. Of those investigations performed, how many resulted in valid illicit discharges that were addressed and/or eliminated? 0

5. Construction Site Stormwater Runoff Pollutant Control (Section 4.2.4)

- A. Do you have an ordinance or other regulatory mechanism requiring:
- Construction site operators to implement appropriate erosion prevention and sediment control BMPs consistent with those described in the TDEC EPSC Handbook? ☒ Yes ☐ No
- Construction site operators to control wastes such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste? ☒ Yes ☐ No
- Design storm and special conditions for unavailable parameters waters or Exceptional Tennessee Waters consistent with those of the current Tennessee Construction General Permit (TNR100000)? ☒ Yes ☐ No

## Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

- B. Do you have specific procedures for construction site plan (including erosion prevention and sediment BMPs) review and approval? ☒ Yes ☐ No
- C. Do you have sanctions to enforce compliance? ☒ Yes ☐ No
- D. Do you hold pre-construction meetings with operators of priority construction activities and inspect priority construction sites at least monthly? ☒ Yes ☐ No
- E. How many construction sites disturbing at least one acre or greater were active in your jurisdiction this reporting period? 20
- F. How many active priority and non-priority construction sites were inspected this reporting period? 20
- G. How many construction related complaints were received this reporting period? 2

### 6. Permanent Stormwater Management at New Development and Redevelopment Projects (Section 4.2.5)

- A. Do you have a regulatory mechanism (e.g. ordinance) requiring permanent stormwater pollutant removal for development and redevelopment projects? If no, have you submitted an Implementation Plan to the Division? ☒ Yes ☐ No  
☐ Yes ☐ No
- B. Do you have an ordinance or other regulatory mechanism requiring:
- Site plan review and approval of new and re-development projects? ☒ Yes ☐ No
- A process to ensure stormwater control measures (SCMs) are properly installed and maintained? ☒ Yes ☐ No
- Permanent water quality riparian buffers? If yes, specify requirements: Refer to Ordinance Section 38-169(d) and Chapter 6 of the Stormwater Management Manual. ☒ Yes ☐ No
- C. What is the threshold for development and redevelopment project plans plan review (e.g., all projects, projects disturbing greater than one acre, etc.)? All projects
- D. How many development and redevelopment project plans were reviewed for this reporting period? 36
- E. How many development and redevelopment project plans were approved? 27
- F. How many permanent stormwater related complaints were received this reporting period? 0
- G. How many enforcement actions were taken to address improper installation or maintenance? 0
- H. Do you have a system to inventory and track the status of all public and private SCMs installed on development and redevelopment projects? ☒ Yes ☐ No
- I. Does your program include an off-site stormwater mitigation or payment into public stormwater fund? If yes, specify. \_\_\_\_\_ ☐ Yes ☒ No

### 7. Stormwater Management for Municipal Operations (Section 4.2.6)

- A. As applicable, have stormwater related operation and maintenance plans that include information related to maintenance activities, schedules and the proper disposal of waste from structural and non-structural stormwater controls been developed and implemented at the following municipal operations:
- Streets, roads, highways? ☒ Yes ☐ No
- Municipal parking lots? ☒ Yes ☐ No
- Maintenance and storage yards? ☒ Yes ☐ No
- Fleet or maintenance shops with outdoor storage areas? ☒ Yes ☐ No

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

Salt and storage locations? ☒ Yes ☐ No

Snow disposal areas? ☐ Yes ☒ No

Waste disposal, storage, and transfer stations? ☒ Yes ☐ No

B. Do you have a training program for employees responsible for municipal operations at facilities within the jurisdiction that handle, generate and/or store materials which constitute a potential pollutant of concern for MS4s? ☒ Yes ☐ No

If yes, are new applicable employees trained within six months, and existing applicable employees trained and/or retrained within the permit term? ☒ Yes ☐ No

8. Reviewing and Updating Stormwater Management Programs (Section 4.4)

A. Describe any revisions to your program implemented during this reporting period including but not limited to:

Modifications or replacement of an ineffective activity/control measure. N/A

Changes to the program as required by the division to satisfy permit requirements. N/A

Information (e.g. additional acreage, outfalls, BMPs) on newly annexed areas and any resulting updates to your program. No newly annexed areas

B. In preparation for this annual report, have you performed an overall assessment of your stormwater management program effectiveness? If yes, summarize the assessment results, and any modifications and improvements scheduled to be implemented in the next reporting period. Stormwater Management Plan available upon request ☐ Yes ☒ No

Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

9. Enforcement Response Plan (Section 4.5)

- A. Have you implemented an enforcement response plan that includes progressive enforcement actions to address non-compliance, and allows the maximum penalties specified in TCA 68-221-1106? If no, explain. \_\_\_\_\_ ☒ Yes ☐ No
- B. As applicable, identify which of the following types of enforcement actions (or their equivalent) were used during this reporting period; indicate the number of actions, the minimum measure (e.g., construction, illicit discharge, permanent stormwater management), and note those for which you do not have authority:

<u>Action</u>	<u>Construction</u>	<u>Permanent Stormwater</u>	<u>Illicit Discharge</u>	<u>In Your ERP?</u>	
Verbal warnings	# <u>7</u>	#_____	#_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Written notices	#_____	#_____	#_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Citations with administrative penalties	#_____	#_____	#_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Stop work orders	# <u>1</u>	#_____	#_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Withholding of plan approvals or other authorizations	#_____	#_____	#_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Additional Measures	#_____	#_____	#_____	Describe: _____	

- C. Do you track instances of non-compliance and related enforcement documentation? ☒ Yes ☐ No
- D. What were the most common types of non-compliance instances documented during this reporting period?  
Inadequate EPSC installation and maintenance

10. Monitoring, Recordkeeping and reporting (Section 5)

- A. Summarize any analytical monitoring activities (e.g., planning, collection, evaluation of results) performed during this reporting period. None.
- B. Summarize any non-analytical monitoring activities (e.g., planning, collection, evaluation of results) performed during this reporting period. Visual Stream Assessments of Kendrick Creek. Outfall Inspections of Horse Creek, Reedy Creek, Peaveler Branch, South Fork Holston, Straight Branch, Cooks Valley Branch, Russell Creek, Booher Creek. Data available upon request.
- C. If applicable, are monitoring records for activities performed during this reporting period submitted with this report. ☐ Yes ☒ No

11. Certification

## Phase II Small Municipal Separate Storm Sewer System (MS4) Annual Report

This report must be signed by a ranking elected official or by a duly authorized representative of that person. See signatory requirements in sub-part 6.7.2 of the permit.

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

Patrick W. Shull, Mayor

Printed Name and Title

Signature

Date

Annual reports must be submitted by September 30 of each calendar year (Section 5.4) to the appropriate Environmental Field Office (EFO), identified in the table below:

EFO	Street Address	City	Zip Code	Telephone
Chattanooga	1301 Riverfront Pkwy, Suite 206	Chattanooga	37402	(423) 634-5745
Columbia	1421 Hampshire Pike	Columbia	38401	(931) 380-3371
Cookeville	1221 South Willow Ave.	Cookeville	38506	(931) 520-6688
Jackson	1625 Hollywood Drive	Jackson	38305	(731) 512-1300
Johnson City	2305 Silverdale Road	Johnson City	37601	(423) 854-5400
Knoxville	3711 Middlebrook Pike	Knoxville	37921	(865) 594-6035
Memphis	8383 Wolf Lake Drive	Bartlett	38133	(901) 371-3000
Nashville	711 R S Gass Boulevard	Nashville	37216	(615) 687-7000



## 2A. LIST

ID305B	WATER_NAME	LOCATI ON	WATER_ TYPE	WATER_ _SIZE	CAUSE_NAME	TMDL_PRI ORITY	POTENTIAL_SOUR CE_NAME
TN0601010200 1_0100	Madd Branch	Sullivan County	RIVER	2.7	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 1_0100	Madd Branch	Sullivan County	RIVER	2.7	PHYSICAL SUBSTRATE HABITAT ALTERATIONS	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 1_1000	South Fork Holston River	Sullivan County	RIVER	5.5	PHOSPHORUS, TOTAL	Low	MUNICIPAL POINT SOURCE DISCHARGES
TN0601010200 1_1000	South Fork Holston River	Sullivan County	RIVER	5.5	PHOSPHORUS, TOTAL	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 3_0600	Little Horse Creek	Sullivan County	RIVER	6.46	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 3_0600	Little Horse Creek	Sullivan County	RIVER	6.46	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 3_1000	Horse Creek	Sullivan County	RIVER	3.1	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 6T_0100	Gammon Creek	Sullivan County	RIVER	3.8	NITRATE/NITRITE (NITRITE + NITRATE AS N)	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 6T_0100	Gammon Creek	Sullivan County	RIVER	3.8	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010200 6T_0200	Wagner Creek	Sullivan County	RIVER	5.5	SEDIMENTATION/ SILTATION	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 5_2000	Fall Creek	Sullivan County	RIVER	15.72	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0100	Tranbarg er Branch	Sullivan County	RIVER	1.4	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)

TN0601010204 6_0100	Tranbarger Branch	Sullivan County	RIVER	1.4	OTHER ANTHROPOGENIC SUBSTRATE ALTERATIONS	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0200	Gravelly Branch	Sullivan County	RIVER	4.9	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0200	Gravelly Branch	Sullivan County	RIVER	4.9	NITRATE/NITRITE (NITRITE + NITRATE AS N)	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0400	Miller Branch	Sullivan County	RIVER	2.15	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0400	Miller Branch	Sullivan County	RIVER	2.15	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0500	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	1.8	PHYSICAL SUBSTRATE HABITAT ALTERATIONS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0500	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	1.8	OTHER ANTHROPOGENIC SUBSTRATE ALTERATIONS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0500	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	1.8	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0500	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	1.8	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0600	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	3.88	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0600	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	3.88	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0600	Unnamed Trib to Reedy Creek	Sullivan County	RIVER	3.88	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0700	Clark Branch	Sullivan County	RIVER	3.75	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0700	Clark Branch	Sullivan County	RIVER	3.75	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)

TN0601010204 6_0800	Gaines Branch	Sullivan County	RIVER	2.7	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0800	Gaines Branch	Sullivan County	RIVER	2.7	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_0800	Gaines Branch	Sullivan County	RIVER	2.7	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_1000	Reedy Creek	Sullivan County	RIVER	5.42	SEDIMENTATION/ SILTATION	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_1000	Reedy Creek	Sullivan County	RIVER	5.42	OTHER ANTHROPOGENIC SUBSTRATE ALTERATIONS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_1000	Reedy Creek	Sullivan County	RIVER	5.42	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010204 6_2000	Reedy Creek	Sullivan County	RIVER	7.99	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010205 7_1000	Kendrick Creek	Sullivan County	RIVER	4.8	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010205 7_1000	Kendrick Creek	Washin gton County	RIVER	4.8	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010205 7_1000	Kendrick Creek	Sullivan County	RIVER	4.8	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010205 7_1000	Kendrick Creek	Washin gton County	RIVER	4.8	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010272 9_1000	Rock Springs Branch	Sullivan County	RIVER	6.6	ALTERATION IN STREAM-SIDE OR LITTORAL VEGETATIVE COVERS	Low	MUNICIPAL (URBANIZED HIGH DENSITY AREA)
TN0601010272 9_1000	Rock Springs Branch	Sullivan County	RIVER	6.6	ESCHERICHIA COLI (E. COLI)	NA	MUNICIPAL (URBANIZED HIGH DENSITY AREA)

2B. LIST

Hydrologic Unit Code	Watershed Name	Pollutant Parameter	Year of EPA Approval
06010102	South Fork Holston River	E coli	2017
06010102	South Fork Holston River	chlordanes, PCBs	2007
06010102	South Fork Holston River	E coli	2006
06010102	South Fork Holston River	siltation, habitat alteration	2006

Showing 1 to 4 of 4 entries



We're All About  
**CLEAN Water**



**2021 MS4 Annual Report**  
**STORMWATER MANAGEMENT**

Solutions. Accomplishments. **CLEAN Water**

# City of Kingsport Stormwater Utility

**HISTORY** In November 2011, the Stormwater Management Utility was established, as required by The Federal Clean Water Act for cities with more than 10,000 residents, to implement a stormwater program to control and monitor polluted stormwater runoff.

---

**PURPOSE** To address stormwater pollution and flooding issues, allowing the City to reduce runoff contaminants, while prioritizing and initiating flood mitigation projects.

The utility is responsible for the operation, construction, maintenance, and rehabilitation of stormwater facilities; for stormwater system planning, property acquisition related to stormwater management, and for review of stormwater development plans for compliance with federal and state regulations, stormwater management ordinances, policies, procedures and manuals.

---

**GOALS** Comprehensively examine flooding and stormwater issues in the community;

As a Tennessee Department of Environment and Conservation qualified local program, allow the development community greater flexibility and timeliness in determining how best to meet federal mandates;

Adequately fund stormwater management needs at the lowest possible cost by proactive action;

Reduce flooding;

Improve stream habitat, conditions and water quality. Work toward de-listing of impaired streams within the City limits.



---

## ACTIVITIES / ACCOMPLISHMENTS

In accordance with the City's MS4 NPDES permit, the Stormwater Division must file this report with the Tennessee Department of Environment and Conservation (TDEC) to document the activities completed in the past fiscal year. The activities noted are within the required program areas of the MS4 permit. The City's permit compliance activities are subject to periodic audits by TDEC.

Many activities have been completed that go beyond the requirements of the NPDES permit. This report provides opportunity for activity updates:

- In September 2020 the Stormwater Division held its third annual Storm Drain Art Contest. Five storm drains were enhanced with public art, done by local amateur artists, with the purpose being environmental education. The contest, its progress, and the final artworks were publicized in the newspaper and Facebook.

## ACTIVITIES / ACCOMPLISHMENTS (continued)

- In Spring 2021 the Stormwater Division constructed and distributed 40 rain barrels to local residents, with all proceeds going to Keep Kingsport Beautiful. When used, these will catch stormwater runoff and utilize it for lawns and gardens. Plans are to do this project annually.
- In Spring 2021 the Stormwater Division distributed stormwater activity booklets to 640 4th graders.
- In Spring 2021 the Stormwater Division participated in the Tennessee Environmental Council's 'Tennessee Tree Day' as a sponsor; and also distributed 200 tree seedlings and educational materials to local residents.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division sponsored two small group (due to COVID) stream clean-ups of Reedy Creek and Miller Branch. Volunteers collected litter and dumped items from in and around the creeks. The Stormwater Division plans to sponsor at least two stream clean-ups per year.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division's staff biologist finished up Visual Stream Assessments within Kingsport's city limits per TDEC's non-analytical monitoring requirement. This data will lead to increased understanding of the impairments of each stream.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division's staff inspected all outfalls within Kingsport's city limits. These facilities are documented in the Cartegraph database.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division mailed stream buffer educational materials to an additional 140 residents that live along creeks.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division mailed Stormwater Control Measure (SCM) educational materials to all private owners of storage basins and water quality BMPs. These facilities are documented in the Cartegraph database.
- Between July 1, 2020 and June 30, 2021 the Stormwater Division paid half the cost of restoration of educational signs in City Parks. The signs educate park users about stream restoration, stormwater treatment, wetlands, vegetation, and litter.
- The City of Kingsport continues to encourage re-development and awards Water Quality credit for reduction of impervious surface.
- Barge Design Solutions, Inc. continues to inventory all remaining stormwater infrastructure into the GIS system. This includes a surveyed location and condition assessment.
- The 'YourGOV' cell phone app has been replaced by the 'ConnectKingsport' app. It still provides citizens with the ability for real time input of drainage issues and concerns. This app gives citizens a means to notify City staff of drainage problems such as clogged drains and pipes, illicit discharges, and construction site issues.
- 'ConnectKingsport' requests, as well as any subsequent repair work by City staff, is documented within the Cartegraph asset management system. Cartegraph data allow City leaders to optimize decision making processes and increase level of service to citizens.
- Continuing inspections of certain 'hot spots' before and after significant storm events are managed via the Cartegraph asset management system. Crews are dispatched to inspect and clean obstructions from culverts and catch basins that are known to trap debris.
- City stormwater employees currently hold Board of Directors and Regional Chair leadership positions with the Tennessee Stormwater Association.

## ACTIVITIES / ACCOMPLISHMENTS (continued)



**Get More Messages for Kingsport Public Works**  
You can add a Messenger button to your post to get more messages for Kingsport Public Works.

751 People Reached    55 Engagements    ↑ +1.9x Higher Distribution Score    **Boost Post**

10    1 Comment 3 Shares

Like    Comment    Share



**Get More Messages for Kingsport Public Works**  
You can add a Messenger button to your post to get more messages for Kingsport Public Works.

253 People Reached    33 Engagements    Distribution Score    **Boost Post**

16    Like    Comment    Share

**Kingsport Public Works**  
Published by Adrienne Batara · November 19, 2020

All storm drains for the contest this year are complete! They all turned out beautifully and we hope this contest helps bring awareness to how important storm drains are for our environment. Check them all out and let us know which is your favorite!

Market Street – Trista Demoranville... [See More](#)



**Get More Messages for Kingsport Public Works**  
You can add a Messenger button to your post to get more messages for Kingsport Public Works.

3,269 People Reached    454 Engagements    **Boost Post**

23    2 Comments 19 Shares

Like    Comment    Share



**We're All About  
CLEAN Water**