



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, August 5, 2019, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

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

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
Scott Boyd, Fire Chief
David Quillin, Police Chief
George DeCroes, Human Resources Director
Heather Cook, Communications Director

1. Call to Order
2. Roll Call
3. CareHere Clinic Review – Ben Baker
4. Opportunity Zones – Jason Hudson
5. Review of Items on August 6, 2019 Business Meeting Agenda
6. Adjourn

Next Work Session, August 19: Census Count Committee

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

City of Kingsport

Project Status in Pictures

August 6, 2019



1 Bloomington Culvert

The project is complete - the fencing and guardrails have been installed and the roadway is open.

2 Bays Mountain Road

The force main and fiber networking have been installed. Once the trench is paved, the project will be complete.

3 DBHS

Paving is nearly complete around the new building with traffic markings being painted soon.

4 Borden Park Playground

Phase III of the Diabetes Grant project, which included more playground equipment, has been completed at Borden Park.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Preliminary plans expected Summer 2019.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	MOU for construction services with AEP expected for BMA consideration July 2 2019. Spring 2020 construction start anticipated.
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	12/31/2020	Plans and specification have been finalized. Target bid date set for January 2020. Following rebid of West Kingsport.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans for Fordtown Road/Tri Cities Crossing, Mitchell Road, and Bob Jobe Road were sent to TDEC for review on 7/16/19.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	First phase of the project - West Kingsport SLS rehab and new forcemain is scheduled to be rebid by the end of August.
\$3,200,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	5/1/2020	Bids were opened on 6/26/2019 and are under review by the City's design architect.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Contractor installing line on Ridge Rd. Rosemont Street and Clover Bottom Drive lines passed testing.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working to finalize right of way phase.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Clearing and Grubbing mostly complete. Silt Fencing Installed. Materials on-site.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	Awaiting response from Frizzell/Eastern Tank on the letter outlining required repairs to move forward from damages done by Eastern Tank welders.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Waiting on finalized contract to schedule preconstruction meeting.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	7/30/2021	
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	8/15/2019	Guard Rails being installed. Ready for paving.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	7/26/2019	Forcemain has been installed, tested and connected. Dress up and asphalt remain to be completed.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

Status Updates on Active Projects sorted by Completion Date

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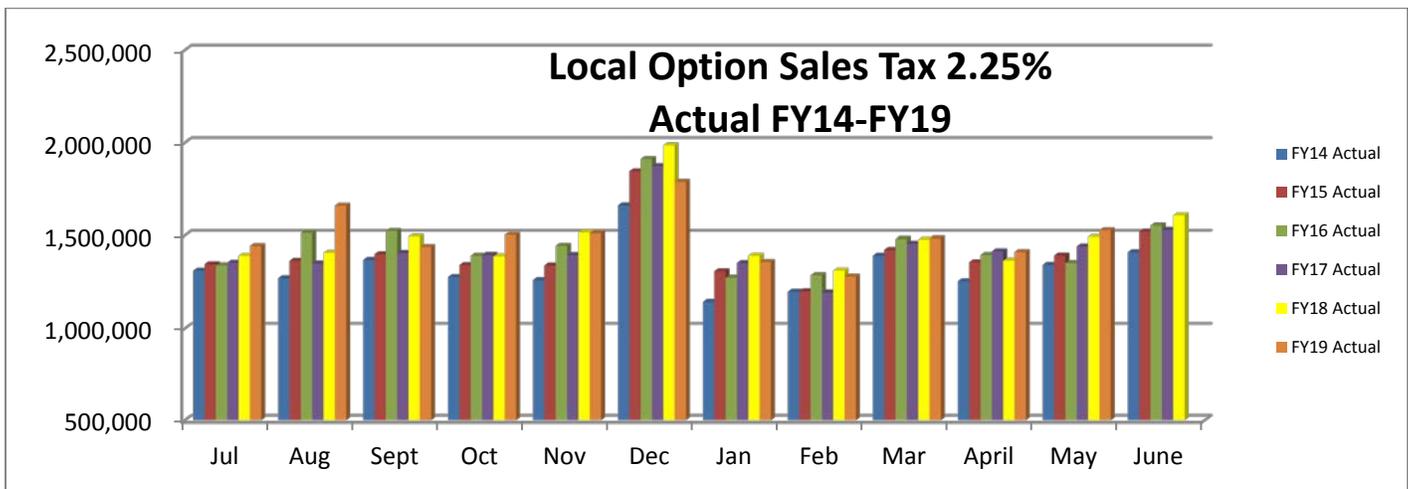
BMA Report, August 5, 2019



Financial Comments – Judy Smith

Local Option Sales Tax 2.25% - Five Year History

	FY14	FY15	FY16	FY17	FY18	FY19	Adopted	Variance		% of Growth	
	Actual	Actual	Actual	Actual	Actual	Actual	FY19	FY19 Over/	FY19 Over/Under	FY19 Over/Under	FY19 Over/Under
							Budget	Under Budget	Prev. Year Actual	Prev. Year Actual	Under Budget
Jul	\$ 1,312,286	\$ 1,346,896	\$ 1,341,027	\$ 1,354,948	\$ 1,392,147	\$ 1,444,727	\$ 1,432,701	\$ 12,026	\$ 52,580	3.78%	0.84%
Aug	\$ 1,271,614	\$ 1,365,262	\$ 1,513,366	\$ 1,351,703	\$ 1,408,119	\$ 1,660,189	\$ 1,488,256	\$ 171,933	\$ 252,070	17.90%	11.55%
Sept	\$ 1,369,878	\$ 1,401,017	\$ 1,523,474	\$ 1,407,707	\$ 1,493,952	\$ 1,440,056	\$ 1,517,534	\$ (77,478)	\$ (53,896)	-3.61%	-5.11%
Oct	\$ 1,278,027	\$ 1,342,308	\$ 1,392,699	\$ 1,397,511	\$ 1,389,451	\$ 1,503,032	\$ 1,449,212	\$ 53,820	\$ 113,581	8.17%	3.71%
Nov	\$ 1,261,963	\$ 1,340,457	\$ 1,446,687	\$ 1,396,643	\$ 1,515,210	\$ 1,510,894	\$ 1,495,411	\$ 15,483	\$ (4,316)	-0.28%	1.04%
Dec	\$ 1,661,378	\$ 1,845,794	\$ 1,911,650	\$ 1,873,531	\$ 1,985,601	\$ 1,788,766	\$ 1,991,377	\$ (202,611)	\$ (196,835)	-9.91%	-10.17%
Jan	\$ 1,143,685	\$ 1,309,305	\$ 1,274,292	\$ 1,353,575	\$ 1,392,917	\$ 1,358,902	\$ 1,377,116	\$ (18,214)	\$ (34,015)	-2.44%	-1.32%
Feb	\$ 1,198,993	\$ 1,201,182	\$ 1,287,536	\$ 1,194,890	\$ 1,312,713	\$ 1,280,154	\$ 1,325,780	\$ (45,626)	\$ (32,559)	-2.48%	-3.44%
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980	\$ 1,535,585	\$ (50,605)	\$ 7,281	0.49%	-3.30%
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517	\$ 1,457,999	\$ (45,482)	\$ 46,418	3.40%	-3.12%
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469	\$ 1,496,047	\$ 31,422	\$ 35,441	2.38%	2.10%
June	\$ 1,411,977	\$ 1,520,599	\$ 1,552,713	\$ 1,529,681	\$ 1,608,149		\$ 1,567,722				
Total	\$ 15,901,589	\$ 16,848,127	\$ 17,474,902	\$ 17,177,049	\$ 17,834,085	\$ 16,411,687	\$ 18,134,740	\$ (155,331)	\$ 185,751	1.58%	-0.66%





AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, August 6, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

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

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Heather Cook, Communications Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

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

III. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Healthy Kingsport Platinum Partner and Platinum Partner Plus
2. Kingsport Area Sullivan County Commissioners, Districts 6-11
3. National Farmers Market

IV.B. APPOINTMENTS

1. Appointments to Petworks (AF 184-2019) (Mayor Shull)
 - Appointments

2. Reappointments to the Public Art Committee (AF: 185-2019) (Mayor Shull)
 - Reappointments
3. Reappointments to the Parks & Recreation Advisory Committee (AF: 186-2019) (Mayor Shull)
 - Reappointments

V. APPROVAL OF MINUTES

1. Work Session – July 15, 2019
2. Business Meeting – July 16, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Budget Adjustment Ordinance for FY19 (AF: 152-2019) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Vacate a Portion of W. Sullivan Street Right-of-Way (AF: 167-2019) (Nathan Woods)
 - Ordinance – Second Reading & Final Adoption
2. Vacate a Portion of Buckingham Ct. Right-of-Way (AF: 168-2019) (Nathan Woods)
 - Ordinance – Second Reading & Final Adoption
3. Amend the FY 2020 the General Purpose School Fund and the General Project Fund Budgets (AF: 174-2019) (David Frye, Andy True)
 - Ordinance – Second Reading & Final Adoption
4. Budget Adjustment Ordinance for FY20 (AF: 176-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption
5. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 157-2019) (Ryan McReynolds)
 - Ordinance – Second Reading & Final Adoption
 - Resolution

D. OTHER BUSINESS

1. Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 19-20 (AF: 177-2019) (Chris Campbell)
 - Resolution
2. Apply for and Receive a Grant for \$23,540 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2019 Local Solicitation (AF: 182-2019) (David Quillin)
 - Resolution
3. Award of Bid to Construction Partners for City Hall Relocation – Phase 1 (AF: 181-2019) (Ryan McReynolds)
 - Resolution
4. Resolution to Partner with the American Red Cross for their Centennial Campaign (AF: 183-2019) (Chris McCartt)
 - Resolution
5. Amend Personnel Policies and Procedures (AF: 178-2019) (George DeCroes)
 - Resolutions (4)

VII. CONSENT AGENDA

1. Apply for and Accept a Section 5307 Operations Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 179-2019) (Chris Campbell)
 - Resolution
2. Approval of Easements and Rights-of-Way (AF: 180-2019) (Ryan McReynolds)
 - Easements
3. Amend the Community Agreement with Keep Kingsport Beautiful (AF: 188-2019) (Chris McCartt)
 - 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 Petworks

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

Action Form No.: AF-184-2019
 Work Session: August 5, 2019
 First Reading: N/A

Final Adoption: August 6, 2019
 Staff Work By: Petworks Board
 Presentation By: Mayor Shull

Recommendation:
 Approve appointments.

Executive Summary:

It is recommended to reappoint Tom Parham to a two-year term and appoint Jeff Fleming to a two-year term, replacing Susan Krein, to Petworks. Also, the board is requesting all terms end on July 1st of that term year. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms vary with no term limits. The commission is composed of nine (9) members of which seven (7) are at-large, one (1) city staff liaison and one (1) appointed by Humane Society

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Tom Parham	7/31/19	Unknown	At-large
Susan Krein	7/31/19	Unknown	At-large
Russell Adkins	7/31/20	Unknown	At-large
Carol Perkins	7/31/21	N/A	Humane Society Rep.
Dr. Gary Andes	7/1/21	2	At-large
Terri Jones	2/28/20	1	At-large
Dr. MaryLee Davis	2/28/21	1	At-large
John Campbell	11/30/20	1	At-large
Judy Smith	11/30/20	1	City Staff Liaison

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Tom Parham	7/1/21	Unknown	At-large
Jeff Fleming	7/1/21	1	At-large
Russell Adkins	7/1/20	Unknown	At-large
Carol Perkins	7/1/21	N/A	Humane Society Rep.
Dr. Gary Andes	7/1/21	2	At-large
Terri Jones	7/1/21	1	At-large
Dr. MaryLee Davis	7/1/21	1	At-large
John Campbell	7/1/20	1	At-large
Judy Smith	7/1/20	1	City Staff Liaison

Attachments:
 None

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



AGENDA ACTION FORM

Reappointments to the Public Art Committee

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

Action Form No.: AF-185-2019
 Work Session: August 5, 2019
 First Reading: N/A
 Final Adoption: August 6, 2019
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve reappointments.

Executive Summary:

It is recommended to reappoint Bruce Shine, Brad Hoover and Joe Zoeller to the Public Art Committee. This will be Mr. Zoeller's first full term as he has been fulfilling an unexpired term; Mr. Shine's sixth term and Mr. Hoover's fourth term. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The commission is composed of eight (8) at-large members who may be considered from either Arts Council of Greater Kingsport, Downtown Kingsport Association or the Parks and Recreation Advisory Committee..

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Julie Gunn	12/31/20	2	At-large
Shelburne Ferguson	7/31/21	1	At-large
Joshua Reid	7/31/21	1	At-large
Brad Hoover	7/31/19	3	Parks & Rec. Rep.
Chrissy Idlette	7/31/20	1	At-large
Bruce Shine	7/31/19	5	At-large
Joe Zoeller	7/31/19	Fulfilling unexpired term	Art Organization Rep.
Laura Feagins	7/31/21	1	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Julie Gunn	12/31/20	2	At-large
Shelburne Ferguson	7/31/21	1	At-large
Joshua Reid	7/31/21	1	At-large
Brad Hoover	7/31/22	4	Parks & Rec. Rep.
Chrissy Idlette	7/31/20	1	At-large
Bruce Shine	7/31/22	6	At-large
Joe Zoeller	7/31/22	1	Art Organization Rep.
Laura Feagins	7/31/21	1	At-large

Attachments:

1. Bruce Shine Bio
2. Brad Hoover Bio
3. Joe Zoeller Bio

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

Bruce Shine – Licensed to practice law in all the Courts of Tennessee (1964), New York (1966)(inactive) and the District of Columbia (1977)(inactive). Approved Mediator by the United States District Court, E.D. Tenn., (1996), Tennessee Supreme Court Rule 31 Listed Civil Mediator (1997).

Appointed by Gov. Buford Ellington to the Tennessee Arts Commission, Member 1967-1972, Chairman (1970-1972).

Shine was named to Tennessee Business Magazine's 2005 List of the "101 Best Lawyers in Tennessee," and its 2006 - 2014 list of the "Best 150 Lawyers in Tennessee," magazine ceased publication in 2014. He has also been designated a "Super Lawyer," in the 2006-2019 issues of Mid-South Super Lawyers Magazine.

Bradley T. Hoover
3836 Lochwood Road
Kingsport, TN 37660
(423) 245-2811
hoover@chartertn.net

Education: Tennessee Commercial Lending School – 1992
LSU Graduate School of Banking – 1991
Tennessee School of Banking – 1988
Clemson University – 1982 BS Administrative Management
DBHS-1978

Employment: Citizens Bank, Kingsport, TN – July 2005 to Present
Senior Vice President

Honors and Activities:

First Broad Street United Methodist Church – Usher, 1998 Missions Team -Estonia
Kingsport Area Chamber of Commerce President – 2006
Kingsport Chamber - Treasurer - 2019
Past President Downtown Kingsport Rotary – 1996, 2014
Kingsport City Parks & Recreation Advisory Committee
Kingsport Boys & Girls Club Inc. – Foundation Board
Clemson University Parents' Development Board – Co-Chair 2008
Fun Fest Chairman – 1999
Past President Downtown Kingsport Association - 1997
Kingsport Jaycee Outstanding Young Man of the Year - 1995
40 Under 40 Award Recipient –1994
Leadership Kingsport Graduate – 1992

Family:

Wife- Leigh Anne W Hoover
Jennifer W Hoover -teacher Greenville, SC
Bradley T Hoover, Jr-Visit Kingsport, Kingsport, TN

Joseph R. Zoeller

Bio

Joseph (Joe) Zoeller was born in Jamaica, NY and raised on Long Island, NY. He attended Hofstra University (B.S. Chemistry), Purdue University (M.S. Chemistry), and Virginia Tech (Ph.D. Chemistry). He was employed at Eastman Chemical Company for 34 years, receiving numerous awards both from Eastman and International Societies for his scientific endeavors. During his tenure at Eastman, he maintained an active public service record, serving on numerous scientific advisory boards at universities, international societies, and government agencies. Locally, Joe's public service during his years at Eastman focused on educational and child care issues, including serving as PTA co-vice president/president at Jackson Elementary and Dobyns-Bennett High School, as well as serving and both as co-president and Treasurer for Kingsport City PTA Council. However, Joe always maintained an interest in art and over the last decade has become an active participant in the local art community as an active member of the Kingsport Art Guild and now serves as Secretary for Impressions Fine Art Gallery (our local artist co-op.) His artwork has been accepted at several juried shows and won several awards at local art shows. His work has been displayed on display at Art in the Heart, the Renaissance Center, and the Arts Depot in Abingdon, and is currently on display at the Impressions Fine Art Gallery in Kingsport and Woolworth Walk in Asheville.

Contact Information:

Joseph Zoeller
2421 Rivermont Drive
Kingsport, TN 37660
Phone: 423-571-0565
Email: jzoeller@chartertn.net



AGENDA ACTION FORM

Reappointments to the Parks & Recreation Advisory Committee

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

Action Form No.: AF-186-2019
Work Session: August 5, 2019
First Reading: N/A

Final Adoption: August 6, 2019
Staff Work By: Parks & Rec. Committee
Presentation By: Mayor Shull

Recommendation:

Approve reappointments.

Executive Summary:

It is recommended to reappoint Bob Jack, Pam Mahaffey and Brad Hoover to the Parks & Recreation Advisory Committee. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The commission is composed of nine (9) at-large members. Though city code does not specify city resident, it is the practice. Also, members represent a geographic cross section of the city and serve on subcommittees for various parks and recreation programs so diversity in interests and experience is important.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Bob Jack	7/31/19	3	At-large
Pam Mahaffey	7/31/19	1	At-large
Loni Garcia	7/31/20	3	At-large
Jeff Walker	7/31/20	3	At-large
Peter Lodal	7/31/20	7	At-large
Reba Barber	7/31/21	4	At-large
Alan Meade	7/31/21	3	At-large
Heather Quigley	7/31/21	1	At-large
Brad Hoover	7/31/19	3	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Bob Jack	7/31/22	4	At-large
Pam Mahaffey	7/31/22	2	At-large
Loni Garcia	7/31/20	3	At-large
Jeff Walker	7/31/20	3	At-large
Peter Lodal	7/31/20	7	At-large
Reba Barber	7/31/21	4	At-large
Alan Meade	7/31/21	3	At-large
Heather Quigley	7/31/21	1	At-large
Brad Hoover	7/31/22	4	At-large

Attachments:

1. Bob Jack Bio
2. Pam Mahaffey Bio
3. Brad Hoover Bio

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

Biography for Bob Jack

Bob was born and raised in the southern West Virginia coalfield town of Welch. He attended McDowell County public schools and graduated from Mount View High School in 1981. He then attended Virginia Tech, receiving a B.S. in Chemical Engineering in 1985. Following college, Bob accepted a job with Eastman Chemical Company in Kingsport, TN in the Polymers Division. He has now been with Eastman for over 30 years in a variety of manufacturing, engineering, and development assignments. Currently, he is a Senior Development Associate in the Polymers Development Division. Bob also attended graduate school at East Tennessee State University and received his MBA in 1993. Bob has been married to Laura Buchanan Jack for 32 years and they have four children, all of whom are graduates of Dobyns-Bennett High School. Christopher (29), Allison (27), Meredith (25), and Benjamin (24) graduated from Clemson, Alabama/UTHSC, Auburn, and Texas A&M respectively.

The Jack family has lived in Kingsport since 1998. Bob is currently serving on the Parks and Recreation Board and as a liaison member to the Greenbelt Committee. He previously served as liaison to the Athletics Committee. Bob also coached in the city recreational baseball league for several years. Bob and his family attend First Baptist Church in Kingsport where he is an ordained deacon and Sunday School teacher. His hobbies include woodworking and photography.

Contact Information:

Address: 5318 Canova Ct, Kingsport TN, 37664

Home Phone: 288-9211

Work Phone: 229-5939

Cell Phone: 963-1346

*Pamela K Mahaffey
3030 Calton Hill
Kingsport, TN 37664*

*Kingsport Regional Director
Eastman Credit Union
2021 Meadowview Lane
Kingsport, TN 37660
pmahaffey@ecu.org
www.ecu.org
423-578-7640
423-444-5747*

Biography

Pam is a financial professional with over 20 years of management experience. During her career, she has held a broad range of positions at several financial institutions including First American Bank, UT Federal Credit Union and most recently, Regional Director at Eastman Credit Union.

Pam joined Eastman Credit Union in March of 1999 and was promoted to Regional Director in May 2012. She currently oversees the branch operations of Eastman Credit Union's Kingsport Region with responsibility for eight branches, MSR Support groups, and the Outbound Calling Department.

Pam graduated from Central High School in Blountville, TN and attended Northeast State University. She has also completed a variety of specialized Credit Union training curriculums.

Pam is married to Ed Mahaffey who is currently the Sales Manager of Builder's First Source. Pam and Ed have three sons, Russ, Daniel and Alex. They also enjoy four grandchildren, Dilyn (16), Grayson (14), Harper (8) and Gunnar (5).

Community Involvement

Pam served on the Board of Directors of the Kingsport Chamber of Commerce from January 2013 – December 2016. She also served on the Board of Directors for the Downtown Kingsport Association (DKA) as well as the DKA Executive Committee as Secretary from January 2012 – December 2015. She held the position of Treasurer for the Kingsport Kiwanis Club 2015-2017 where she also participated on the Reading Project, Golf Tournament, and Key Club committees. Pam served 5 years on the Fun Fest Council and currently participates on the Fun Fest Liaison Committee.

Bradley T. Hoover
3836 Lochwood Road
Kingsport, TN 37660
(423) 245-2811
hoover@chartertn.net

Education: Tennessee Commercial Lending School – 1992
LSU Graduate School of Banking – 1991
Tennessee School of Banking – 1988
Clemson University – 1982 BS Administrative Management
DBHS-1978

Employment: Citizens Bank, Kingsport, TN – July 2005 to Present
Senior Vice President

Honors and Activities:

First Broad Street United Methodist Church – Usher, 1998 Missions Team -Estonia
Kingsport Area Chamber of Commerce President – 2006
Kingsport Chamber - Treasurer - 2019
Past President Downtown Kingsport Rotary – 1996, 2014
Kingsport City Parks & Recreation Advisory Committee
Kingsport Boys & Girls Club Inc. – Foundation Board
Clemson University Parents' Development Board – Co-Chair 2008
Fun Fest Chairman – 1999
Past President Downtown Kingsport Association - 1997
Kingsport Jaycee Outstanding Young Man of the Year - 1995
40 Under 40 Award Recipient –1994
Leadership Kingsport Graduate – 1992

Family:

Wife- Leigh Anne W Hoover
Jennifer W Hoover -teacher Greenville, SC
Bradley T Hoover, Jr-Visit Kingsport, Kingsport, TN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 15, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding

Alderman Jennifer Adler

Alderman Betsy Cooper

Alderman Darrell Duncan

Alderman Colette George

Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
3. **MIRACLE FIELD UPDATE.** Jud Teague with the Chamber of Commerce gave a presentation on this item, providing details on the design and usage plans of this facility. He discussed funding sources and options for the public to still make donations to this project.
4. **REVIEW OF AGENDA ITEMS ON THE JULY 16, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.A.1 Vacate a Portion of West Sullivan Street Right-of-Way (AF: 167-2019). City Planner Nathan Woods presented this item, stating this would allow for improvements to the parking in front of the apartments. Assistant City Manager Ryan McReynolds pointed out it removes the liability of repaving.

VI.A.2 Vacate a Portion of Buckingham Ct. Right-of-Way (AF: 168-2019). City Planner Nathan Woods presented this item, noting it would allow the property owner to make a driveway on the adjacent lot.

VI.B.3 Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 157-2019). City Manager McCartt gave details on this item. Assistant City Manager McReynolds confirmed for Alderman Duncan this process was reviewed about two years ago. Some discussion ensued.

VI.D.2 Agreement with Petworks (AF: 170-2019). City Manager McCartt gave details on this item. Mr. Tom Parham provided further information, noting the Furball fundraising event in September would benefit operational expenses of the shelter.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 15, 2019

Vice-Mayor George reminded everyone to wear their Funfest shirts tomorrow night at the BMA meeting and commented on the upcoming events.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 5:12 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, July 16, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Pat Shull, Presiding
Vice Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper

Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

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

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Pat Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Boy Scout Troop 48.
- II.B. **INVOCATION:** Phip Sams, First Christian Church.
- III. **ROLL CALL:** By City Recorder Cox. All Present.
- IV.A. **RECOGNITIONS AND PRESENTATIONS.**
 - 1. Taylor Hubbard, Miss Kingsport (Mayor Shull)
 - 2. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)
 - 3. Frankie DeBusk, Dobyys-Bennett Athletic Director (Dr. Moorhouse)
- IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. July 1, 2019 Regular Work Session
- B. July 2, 2019 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.**

- 1. **Vacate a Portion of West Sullivan Street Right-of-Way** (AF: 167-2019) (Nathan Woods).

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 16, 2019**

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO VACATE A PORTION OF W. SULLIVAN STREET RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye” except Phillips “abstained.”

2. Vacate a Portion of Buckingham Ct. Right-of-Way (AF: 168-2019)
(Nathan Woods).

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

Motion/Second: Olterman/Adler, to pass:

AN ORDINANCE TO VACATE A PORTION OF BUCKINGHAM CT. RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; 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.

1. Amend the FY20 General Purpose School Fund and the General Project Fund Budgets (AF: 174-2019) (David Frye, Andy True).

Motion/Second: Cooper/Duncan, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

2. Budget Adjustment Ordinance for FY20 (AF: 176-2019) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND AND GENERAL PROJECT FUND FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

3. Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds (AF: 157-2019) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 16, 2019**

Motion/Second: Cooper/Phillips, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COTTAGES AT EDINBURGH PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2050 AND SW2050); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting “aye.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 161-2019) (Chris McCartt).

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6807, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Enter into a Memorandum of Understanding - Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 140-2019) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6808, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: George/Duncan, to pass:

Resolution No. 2020-009, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING-RELOCATION AGREEMENT WITH KINGSPORT POWER COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

D. OTHER BUSINESS.

1. Inter-local Agreement with Sullivan County Highway Department to Pave a Portion of Moccasin Street South (AF: 173-2019) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 16, 2019**

Motion/Second: George/Cooper, to pass:

Resolution No. 2020-010, A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE SULLIVAN COUNTY HIGHWAY DEPARTMENT FOR THE REPAVING OF MOCCASIN STREET SOUTH AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

2. Agreement with Petworks (AF: 170-2019) (Chris McCartt)

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2020-011, A RESOLUTION APPROVING AN AGREEMENT WITH PETWORKS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

VII. CONSENT AGENDA.

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

Motion/Second: George/Cooper, to adopt:

1. Designate the Officials Authorized to Execute Banking Transactions for the City of Kingsport (AF: 171-2019) (Lisa Winkle).

Pass:

Resolution No. 2020-012, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH CAPITAL BANK/FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-013, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH HOMETRUST BANK

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-014, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH REGIONS BANK

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-015, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BB&T BANK

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 16, 2019**

Pass:

Resolution No. 2020-016, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH THE STATE OF TENNESSEE LOCAL GOVERNMENT INVESTMENT POOL

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-017, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BANK OF TENNESSEE

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-018, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH CITIZENS BANK

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-019, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH SUNTRUST BANK

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-020, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST BANK AND TRUST

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-021, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH FIRST COMMUNITY BANK

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-022, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH BANK OF AMERICA

Passed: All present voting “aye.”

Pass:

Resolution No. 2020-023, A RESOLUTION AUTHORIZING OFFICIAL SIGNATURES FOR ACCOUNTS ON DEPOSIT WITH RENASANT BANK

Passed: All present voting “aye.”

**2. Apply for and Receive State of Tennessee Department of Health
Project Diabetes Grant (AF: 172-2019) (Chris McCartt).**

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 16, 2019

Pass:

Resolution No. 2020-024, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HEALTH PROJECT DIABETES GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH

Passed: All present voting “aye.”

3. Agreement with Virginia Department of Rail and Public Transportation Designating the City of Kingsport Staff as Financial Managers for MTPO Federal and State Transportation Planning Funds (AF: 175-2019) (Leslie Phillips, Bill Albright).

Pass:

Resolution No. 2020-025, A RESOLUTION APPROVING AN AGREEMENT WITH THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt pointed out there would be a lot of employees working overtime for Funfest to support the many events and expressed his appreciation.
- B. MAYOR AND BOARD MEMBERS.** Alderman Phillips encouraged everyone to enjoy Funfest. Alderman Adler commented on rural medicine and the challenges to the region. She wished everyone a great Funfest and noted the Miracle Field was in its final push for fundraising dollars. Alderman Olterman stated is has been a successful Funfest so far, pointing out we were halfway through. Alderman Duncan congratulated Vice-Mayor George on her efforts as Funfest Chair. He also stated the long hours put in by police and public works during Funfest do not go unnoticed. Lastly he commented on the Board of Education swearing in ceremony last week and recognized Susan Lodal for her sixteen years of service. Alderman Cooper commented on seeing Kingsport through the eyes of her four year old granddaughter. Vice-Mayor George stated is has been an honor to Chair Funfest this year, noting it is a community festival of more than 100 events. Mayor Shull stated Kingsport was a great place, not just because of the amenities but because of the people.
- C. VISITORS.** Crystal Regan, Dani Cook, Laura Steffey, Teresa Allgood, Jamie Pierson, Shannon Benton, Kathy Boyd, and Rhonda Beardon commented on Ballard Health. Tim Sanders commented on the roads

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 16, 2019**

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:47 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY19

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

Action Form No.: AF-152-2019
Work Session: August 5, 2019
First Reading: August 6, 2019

Final Adoption: August 20, 2019
Staff Work By: Judy Smith
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

The budget adjustment ordinance will appropriate \$31,816 as a donation from Visit Kingsport to the Aquatic Center budget for a speaker system and transfer \$32,300 to the new City Hall project for the HVAC upgrade.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *je*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AQUATIC CENTER FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$32,300 from the IT Back Office Improvement project (GP1904) to the Court/Public Facility Plan project (GP1820) for the HVAC Server Upgrade and that the Aquatic Center Fund be amended by appropriating \$31,816 donation from Visit Kingsport for a speaker system.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Court/Public Facility Pln(GP1820)			
Revenues:	\$	\$	\$
311-0000-368-1055 Series 2017 A GO	1,078,687	0	1,078,687
311-0000-368-1056 Series 2018 A GO	3,649,223	32,300	3,681,523
311-0000-368-2101 Premium From Bond Sale	308,178	0	308,178
311-0000-391-0100 From General Fund	2,750,000	0	2,750,000
Totals:	7,786,088	32,300	7,818,388

Expenditures:	\$	\$	\$
311-0000-601-2020 Professional Consultant	8,000	0	8,000
311-0000-601-2022 Construction Contracts	10,000	0	10,000
311-0000-601-2023 Arch/Eng/Landscaping	406,200	0	406,200
311-0000-601-2030 Electric Service	20,000	11,036	31,036
311-0000-601-2033 Water and Sewer Service	15,000	(6,036)	8,964
311-0000-601-2034 Telephone Service	5,000	(5,000)	0
311-0000-601-4041 Bond Expense	136,088	0	136,088
311-0000-601-9002 Buildings	2,827,493	0	2,827,493
311-0000-601-9003 Improvements	0	32,300	32,300
311-0000-601-9006 Purchases Over \$5,000	4,358,307	0	4,358,307
Totals:	7,786,088	32,300	7,818,388

Fund 311: General Project Fund
IT Back Off Improvements (GP1904)

Revenues:	\$	\$	\$
311-0000-368-1056 Series 2018 A GO	355,060	(32,300)	322,760

311-0000-368-2101 Premium From Bond Sale	13,182	0	13,182
Totals:	368,242	(32,300)	335,942
Expenditures:	\$	\$	\$
311-0000-601-3020 Operating Supplies & Tools	100,000	0	100,000
311-0000-601-4041 Bond Expense	8,242	0	8,242
311-0000-601-9006 Purchases Over \$5,000	260,000	(32,300)	227,700
Totals:	368,242	(32,300)	335,942

Fund 419: Aquatic Center Fund

Revenues:	\$	\$	\$
419-0000-364-3000 From Non-Profit Group	0	31,816	31,816
Totals:	0	31,816	31,816

Fund 419: Aquatic Center Fund

Expenditures:	\$	\$	\$
419-5019-501-9006 Purchases Over \$5,000	26,954	31,816	58,770
Totals:	26,954	31,816	58,770

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:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Vacate a Portion of W. Sullivan Street Right-of-Way

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

Action Form No.: AF-167-2019
 Work Session: July 15, 2019
 First Reading: July 16, 2019

Final Adoption: **August 6, 2019**
 Staff Work By: Nathan Woods
 Presentation By: Nathan Woods

Recommendation:

- ~~Hold public hearing~~
- Approve Ordinance vacating a portion of W. Sullivan Street Right-of-Way

Executive Summary:

This is a request, from the owners of 501 & 503 Clinchfield Street, to vacate a portion of the W. Sullivan Street Right-of-Way. The area of request is approximately 4,000 square feet and is currently used as a parking lot for the adjacent apartment building. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for the property, and all utilities are located just outside the boundary of the requested vacating. During their May 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The notice of Public Hearing was published on June 28, 2019.

Attachments:

1. Ordinance
2. Legal Description
3. Staff Report

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



AGENDA ACTION FORM

Vacate a Portion of W. Sullivan Street Right-of-Way

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

Action Form No.: AF-167-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:

- Hold public hearing
- Approve Ordinance vacating a portion of W. Sullivan Street Right-of-Way

Executive Summary:

This is a request, from the owners of 501 & 503 Clinchfield Street, to vacate a portion of the W. Sullivan Street Right-of-Way. The area of request is approximately 4,000 square feet and is currently used as a parking lot for the adjacent apartment building. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for the property, and all utilities are located just outside the boundary of the requested vacating. During their May 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The notice of Public Hearing was published on June 28, 2019.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 16, 2019, to consider vacating of a portion of W. Sullivan Street right-of-way. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-224-2482

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/28/2019

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF W. SULLIVAN STREET RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a meeting held on May 16, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating the portion of W. Sullivan Street right-of-way described herein, and that no future use of the same for right-of-way purposes is reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on May 16, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for the right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use a portion of W. Sullivan Street right-of-way within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

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

PATRICK W. SHULL, MAYOR

ATTEST:

SID COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Legal Description

Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street $N40^{\circ}53'27''W$ a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of $N03^{\circ}41'44''E$ 28.08', thence $N48^{\circ}16'56''E$ a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 $S42^{\circ}14'47''E$ a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line $S51^{\circ}12'31''W$ a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.

PROPERTY INFORMATION

Right-of-Way Vacating

ADDRESS	Corner of Sullivan and Clinchfield Streets
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 46H Parcel 001.00
OVERLAY DISTRICT	R-2
PROPOSED ZONING	No Change
ACRES +/- 0.11	
EXISTING USE	Residential
PROPOSED USE	Residential

PETITIONER 1: Dennis Phillips
2121 Pendragon Rd. Kingsport, TN 37660

INTENT

The applicant is requesting that the portion of the old Sullivan Street right-of-way be vacated by the City of Kingsport. The purpose for the request is to eliminate any disruptions to the parking area, and to control the parking area in the future.

The area requested to be vacated is approximately 4,000 square feet.

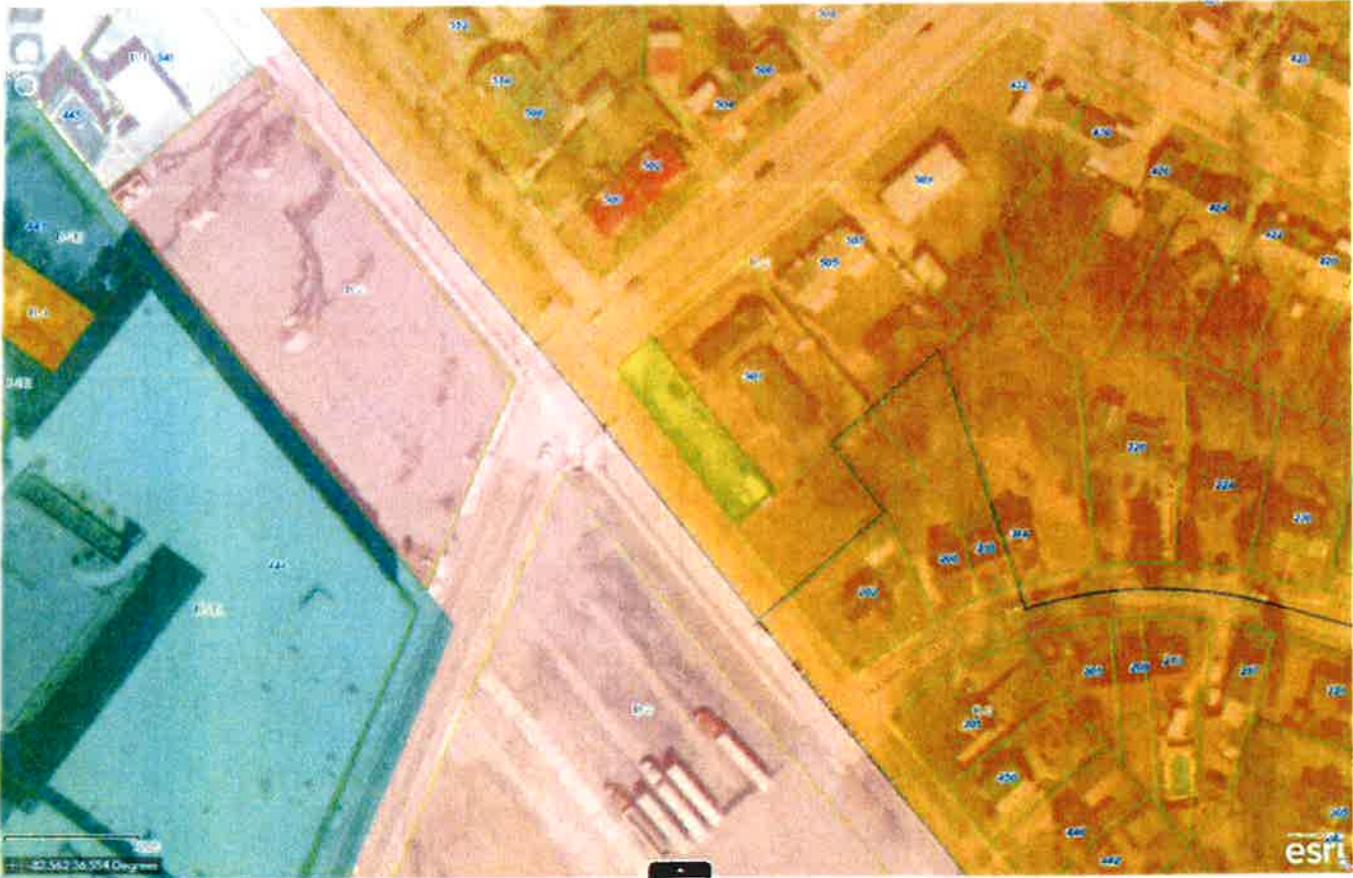
The request has been reviewed by all City Departments and Local Utility Providers. All City Departments have approved the request as there are no city utilities within the area.

Staff recommends approval of the vacating of a portion of the right-of-way as city staff sees no future use for the property.

Location



Zoning



Future Land Use



Aerial With Utilities



Photos of Site





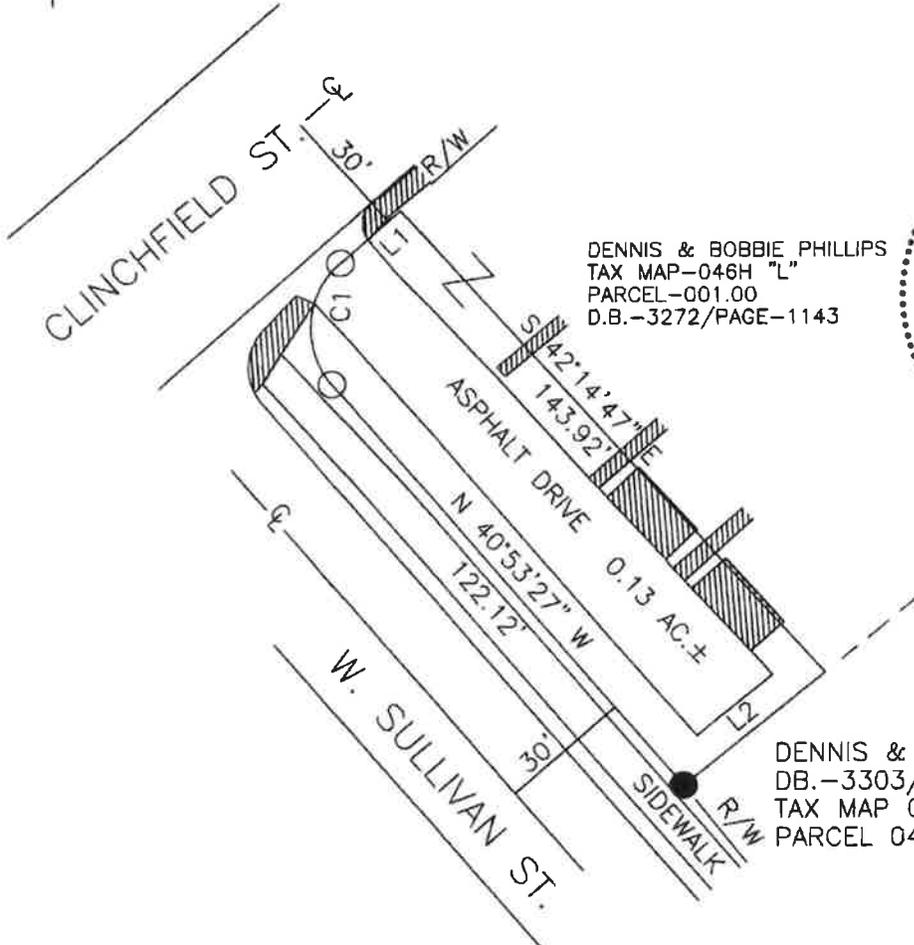
RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of a portion of the right-of-way as city staff sees no future use for the property, it will continue to function with its current use for the foreseeable future, and it provides a consistent ROW for this portion of Sullivan Street.

NORTH RECONCILED TO
GRID NORTH



Beginning at an iron pin found in the right-of-way of W. Sullivan Street, common corner of Phillips parcel 045.00, thence with the proposed new right-of-way of W. Sullivan Street N40°53'27"W a distance of 67.15', to the intersection of W Sullivan Street, and Clinchfield Street; thence with the right-of-way of Clinchfield Street, a curve to the right having a radius of 20.00' and an arc length of 31.13', and a chord of N03°41'44"E 28.08', thence N48°16'56"E a distance of 18.05' to the existing corner of Phillips, parcel 001.00, thence with the line of Phillips, parcel 001.00 S42°14'47"E a distance of 143.92' to the property of Phillips parcel 045.00, thence with Phillips line S51°12'31"W a distance of 41.19' to the Beginning, containing 0.13 Ac.± and being a portion of right-of-way owned by the City of Kingsport.



DENNIS & BOBBIE PHILLIPS
TAX MAP-046H "L"
PARCEL-001.00
D.B.-3272/PAGE-1143



DENNIS & BOBBY PHILLIPS
DB.-3303/PG.-1426
TAX MAP 046H "L"
PARCEL 045.00

LEGEND

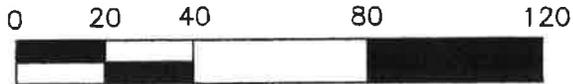
- Iron Rod Old
- Iron Rod New

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.13'	28.08'	N 03°41'44" E	89°10'24"

LINE	BEARING	DISTANCE
L1	N 48°16'56" E	18.05'
L2	S 51°12'31" W	41.19'

SURVEY BY: CHARLES T. JOHNSON JR
NUMBER: 2405
PROJECT:19129
DATE:06/24/2019

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10000 AS SHOWN HEREON.



<p>W SULLIVAN STREET KINGSPORT, TN 37660</p>	<p>KINGSPORT TO PHILLIPS RIGHT-OF-WAY ABANDONMENT</p>	DATE: 06/24/2019
		SCALE: 1"=40'
		DRAWN BY: TOMMY JOHNSON



AGENDA ACTION FORM

Vacate a Portion of Buckingham Ct. Right-of-Way

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

Action Form No.: AF-168-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: **August 6, 2019**
Staff Work By: Nathan Woods
Presentation By: Nathan Woods

Recommendation:

- ~~Hold public hearing~~
- Approve Ordinance vacating a portion of Buckingham Ct. Right-of-Way

Executive Summary:

This is a request, from the owner of a vacant lot on Buckingham Ct., to vacate a portion of Right-of-Way adjacent to Buckingham Ct. The area of request is approximately 8,500 square feet and is currently vacant. The purpose of this vacating is to allow for a portion of a new driveway to be constructed within the current Right-of-Way when a home is constructed on the vacant lot. During their June 20, 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Alderman. The notice of Public Hearing was published on June 28th, 2019.

Attachments:

1. Ordinance
2. Legal Description
3. Staff Report

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



AGENDA ACTION FORM

Vacate a Portion of Buckingham Ct. Right-of-Way

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

Action Form No.: AF-168-2019
 Work Session: July 15, 2019
 First Reading: July 16, 2019

Final Adoption: August 6, 2019
 Staff Work By: Nathan Woods
 Presentation By: Nathan Woods

Recommendation:

- Hold public hearing
- Approve Ordinance vacating a portion of Buckingham Ct. Right-of-Way

Executive Summary:

This is a request, from the owner of a vacant lot on Buckingham Ct., to vacate a portion of Right-of-Way adjacent to Buckingham Ct. The area of request is approximately 8,500 square feet and is currently vacant. The purpose of this vacating is to allow for a portion of a new driveway to be constructed within the current Right-of-Way when a home is constructed on the vacant lot. During their June 20, 2019 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Alderman. The notice of Public Hearing was published on June 28th, 2019.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, July 16, 2019, to consider vacating of a portion of Buckingham Ct. right-of-way. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for vacating is generally described as follows:

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-224-2482

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/28/2019

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF BUCKINGHAM CT. RIGHT-OF-WAY SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a meeting held on June 20, 2019, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating the portion of Buckingham Ct. right-of-way described herein, and that no future use of the same for right-of-way purposes is reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on June 20, 2019, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for the right-of-way described herein.

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

SECTION I. The city hereby vacates and closes to public use a portion of Buckingham Ct right-of-way within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

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

PATRICK W. SHULL, MAYOR

ATTEST:

SID COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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

Legal Description

Beginning at a point, said point being in the right-of-way and common corner of Tax Map 047F Group C Parcel 13, thence continuing in a southeasterly direction approximately 193 feet to a point, said point being the southwesterly corner of Tax Map 047F Group C Parcel 13 and the edge of right-of-way of Buckingham Ct.; thence continuing in a southwesterly direction approximately 40 feet along the southerly edge of right of way of Buckingham Court and continuing with the northerly edge of Tax Map 047 Parcel 024.90 to a point; said point being the southeasterly corner of Tax Map 047F Group B Parcel 026.00 and the edge of right of way of Buckingham Ct.; thence in a northwesterly direction approximately 143.10 feet to a point, said point being the along the border of Tax Map 047F Group B Parcel 026.00, 50 feet from the right-of-way; thence continuing in a northeasterly direction approximately 65 feet to a point, said point being the point of BEGINNING, and being a portion of parcel 047F Group C Parcel 13 as shown on the February 1990 Sullivan County Tax Maps.

PROPERTY INFORMATION	Right-of-Way Vacating
ADDRESS	Buckingham Ct
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 47F Parcel 013.00
OVERLAY DISTRICT	R-1B
PROPOSED ZONING	No Change
ACRES +/- 0.7	
EXISTING USE	Residential
PROPOSED USE	Residential

PETITIONER 1:

INTENT

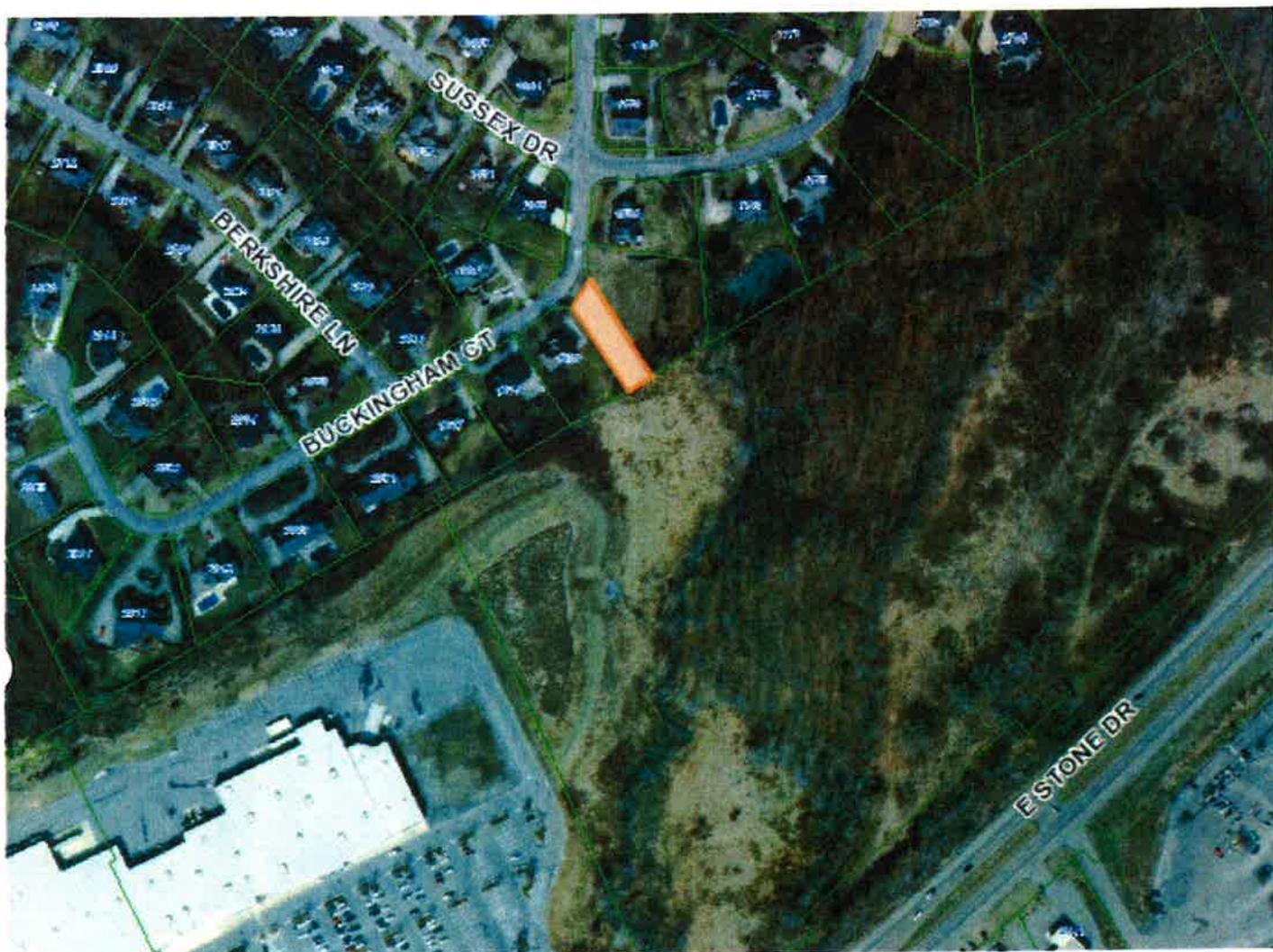
The applicant is requesting that the portion of the right-of-way be vacated by the City of Kingsport. The purpose for the request is for the owner to be able to use a portion of the ROW as a driveway entrance to a home to be built on the site.

The area requested to be vacated is approximately 8,500 square feet.

The request has been reviewed by all City Departments and Local Utility Providers. All City Departments have approved the request as there are no city utilities within the area.

Staff recommends approval of the vacating of a portion of the right-of-way as city staff sees no future use for the property.

Location



Zoning



Future Land Use



Aerial With Utilities



Photos of Site







RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the vacating of this portion of right-of-way as city staff sees no future use for the property.



AGENDA ACTION FORM

Amend the FY 2020 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-174-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: David Frye
Presentation By: David Frye, Andy True

Recommendation:
Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number one at their meeting on July 9, 2019. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$1,004,700 to the General Project Fund. These funds will be used to fund the re-roofing of Robinson Middle School. It is planned to reimburse the Unreserved Fund Balance with \$1,000,000 of bonds to be issued this fall. This is necessary in order to have the job completed before winter.

Attachments:

- 1. Ordinance
- 2. BOE Budget Amendment Number One – FY 2020

Funding source appropriate and funds are available: *ja*

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



AGENDA ACTION FORM

Amend the FY 2020 the General Purpose School Fund and the General Project Fund Budgets

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

Action Form No.: AF-174-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: David Frye
Presentation By: David Frye, Andy True

Recommendation:
Approve the Ordinance.

Executive Summary:
The Board of Education approved fiscal year 2020 budget amendment number one at their meeting on July 9, 2019. This amendment transfers funds from the General Purpose School Fund Unreserved Fund Balance, in the amount of \$1,004,700 to the General Project Fund. These funds will be used to fund the re-roofing of Robinson Middle School. It is planned to reimburse the Unreserved Fund Balance with \$1,000,000 of bonds to be issued this fall. This is necessary in order to have the job completed before winter.

- Attachments:**
1. Ordinance
 2. BOE Budget Amendment Number One – FY 2020

Funding source appropriate and funds are available: *js*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECTS FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Fund Balance Appropriations by \$1,004,700 and by increasing the appropriation for Fund Transfers by \$1,004,700. That the General Project Fund Budget be amended by increasing the estimated revenue for the Robinson Middle School Re-Roofing project (GP2020) – Transfers from School Fund by \$1,004,700 and by increasing the appropriations for Construction Contracts by \$1,004,700.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	115,000	1,004,700	1,119,700
Total:	115,000	1,004,700	1,119,700

141-7950-881-0590 Fund Transfers	448,400	1,004,700	1,453,100
Total:	448,400	1,004,700	1,453,100

**Fund 311: General Project Fund
Robinson Re-Roofing Project (GP2020)**

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfers from School Fund	0	1,004,700	1,004,700
Total:	0	1,004,700	1,004,700

311,0000-601-2022 Construction Contracts	0	1,004,700	1,004,700
Total:	0	1,004,700	1,004,700

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:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

July 9, 2019

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2019-2020
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUND

FUND BALANCE APPROPRIATION

In the KCS capital plan is the re-roofing of Robinson Middle School. It has been planned to use the proceeds from \$1,000,000 of 2019 bond funds, with any excess to come from the Unreserved Fund Balance. The 2019 bonds will not be issued until this fall. We have received bids for this project and plan on the project being completed this fall. The bond resolution will include a refunding clause that allows us to use the bond funds to repay funds previously appropriated. The costs for this project, including contingency, is \$1,004,700. When the bonds are issued, we will reimburse the Unreserved Fund Balance with \$1,000,000.

It is recommended that the estimate for Fund Balance Appropriations be increased by \$1,004,700.

FUND TRANSFERS

It is recommended that the appropriation for Fund Transfers be increased by \$1,004,700 and that these funds be transferred to the General Project Fund for FY 2020 Robinson Re-roofing Project.

CAPITAL PROJECTS FUND

FY 2020 ROBINSON RE-REROOFING PROJECT.

A capital project will be established to account for the revenue and expenditures for the FY 2020 Robinson Re-roofing Project. The total budget for this project will be \$1,004,700 with funding coming from a transfer from the General Purpose School Fund. It is recommended that the estimated revenue for Transfers from the School Fund and that the appropriation for Construction Contracts be increased by \$1,004,700.



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY20

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

Action Form No.: AF-176-2018
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: **August 6, 2019**
Staff Work By: Judy Smith
Presentation By: Chris McCart

Recommendation:
Approve the Ordinance.

Executive Summary:
The budget adjustment ordinance will appropriate \$200,000 from the General Fund - Fund Balance to purchase Police Equipment for special events.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Budget Adjustment Ordinance for FY20

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

Action Form No.: AF-176-2018
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: August 6, 2019
Staff Work By: Judy Smith
Presentation By: Chris McCart

Recommendation:

Approve the Ordinance.

Executive Summary:

The budget adjustment ordinance will appropriate \$200,000 from the General Fund - Fund Balance to purchase Police Equipment for special events.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: *je*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND AND GENERAL PROJECT FUND FOR THE YEAR ENDING JUNE 30, 2020; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund and General Project Fund budgets be amended by appropriating \$200,000 from the General Fund – Fund Balance to the Police Equipment Project (GP2019).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:	\$	\$	\$
110-0000-392-0100 Fund Balance Approp.	0	200,000	200,000
Totals:	0	200,000	200,000

Fund 110: General Fund			
Expenditures:	\$	\$	\$
110-4804-481-7036 General Project Fund	1,033,750	200,000	1,233,750
Totals:	1,033,750	200,000	1,233,750

Fund 311: General Project Fund			
Police Equipment (GP2019)			
Revenues:	\$	\$	\$
311-0000-391-0100 From General Fund	0	200,000	200,000
Totals:	0	200,000	200,000

Expenditures:	\$	\$	\$
311-0000-601-3020 Operating Supplies & Tools	0	35,000	35,000
311-0000-601-9006 Purchases Over \$5,000	0	165,000	165,000
Totals:	0	200,000	200,000

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:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Enter into a Materials Agreement with The Edinburgh Group, LLC Related to the Cottages at Edinburgh Phase 1 of the Edinburgh Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-157-2019
Work Session: July 15, 2019
First Reading: July 16, 2019

Final Adoption: **August 6, 2019**
Staff Work By: David Harris
Presentation By: R. McReynolds

Recommendation:

Approve the Ordinance and 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 whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, The Edinburgh Group, LLC has requested that the proposed Cottages at Edinburgh Phase 1 of the Edinburgh Development, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$12,752.16 for a new thirteen (13) lot development.

To date, including this development, the program has supported 851 new/proposed lots within the City of Kingsport. Of those lots, 526 Building Permits and 450 Certificates of Occupancy have been issued to date.

Attachments:

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

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

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- 2. Agreement
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- 4. Location Maps
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Funding source appropriate and funds are available: *pc*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COTTAGES AT EDINBURGH PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2050 AND SW2050); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget by \$7,269 and by decreasing the funds transferred from the Sewer Fund operating budget by \$4,377 to the Cottages Edinburgh Development Phase 1 projects (WA2050 and SW2050) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
Cottages at Edinburgh Phase 1 (WA2050)			
Revenues			
451-0000-391-4500 From the Water Fund	0	7,269	7,269
Totals:	0	7,269	7,269
Expenditures:			
451-0000-605-9003 Improvements	0	7,269	7,269
Totals:	0	7,269	7,269
Sewer Project Fund:452			
Cottages at Edinburgh Phase1 (SW2050)			
Revenues			
452-0000-391-4200 From the Sewer Fund	0	4,377	4,377
Totals:	0	4,377	4,377
Expenditures:			
452-0000-606-9003 Improvements	0	4,377	4,377
Totals:	0	4,377	4,377

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:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO COTTAGES AT EDINBURG PHASE I OF THE EDINBURG DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for the Cottages at Edinburg Phase I of the Edinburg Development, a 13 lot development; and

WHEREAS, the total amount of the agreement as proposed is \$12,752.16;

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Materials Agreement with Edinburg Group, LLC to provide certain water and sewer materials by the city for Cottages at Edinburg Phase I of the Edinburg Development, in the amount of \$12,752.16, and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 23 day of July, 2019, by and between The Edinburgh Group, LLC. hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Cottages at Edinburgh Phase 1, and preliminary approval having been heretofore granted by the Planning Commission.
2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 235 LFT of Waterline and 486 LFT of Sanitary Sewer Line to construct.
3. The estimated cost of the materials listed in paragraph 2 above is approximately \$12,752.16. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.
6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.
7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.
8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.
9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.
10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.
11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.
12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

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



 Developer

Patrick W. Sholl, Mayor

Attest:

Approved as to form:

 James Demming, City Recorder

 J. Michael Billingsley, City Attorney

Materials Agreement

Project: Cottages at Edinburgh Phase 1
 Date: July 9, 2019
 Developer: Edinburgh Group, LLC

File No.: 2019-D5

Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	14.00	Joints	\$269.15	\$3,768.10
42120	4' Bury Hydrant	1.00	each	\$1,350.97	\$1,350.97
42325	6" Gate Valve	1.00	each	\$472.00	\$472.00
42335	8" MJ Gate Valve	2.00	each	\$725.10	\$1,450.20
43031	8x8x6 Anchor Tee	1.00	each	\$103.97	\$103.97
41794	8" Plug w/ 2" Tap	1.00	each	\$42.61	\$42.61
42845	6" Anchor Coupling	1.00	each	\$81.09	\$81.09
Building Code					
	Receipt To:				
Subtotal:	451-0000-391-4500				\$7,268.94
Sales Tax:	451-0000-207-0201			9.50%	\$690.55
Project #	WA2050			Water Total:	\$7,959.49
	Expense To:				
Water Acct. #	451-0000-605-9003				



THE COTTAGES AT EDINBURGH - PHASE 1 THE EDINBURGH GROUP, LLC.

KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
K.T.S.



SULLIVAN COUNTY
TENNESSEE



INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	COVER
SP-1	ROADWAY AND SIDEWALK DETAILS
SP-2	OVERALL SITE PLAN
SP-3	SITE ROADWAY LAYOUT AND GRADING PLAN AND SITE DRAINAGE AND SANITARY SEWER UTILITY PLAN
SP-4	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
SP-5	SITE STORM DETAILS
SP-6	SANITARY SEWER UTILITIES PLAN
SP-7	STREET PROFILES AND UTILITIES PROFILES - SANITARY SEWER
SP-8	SITE UTILITIES DETAILS - SANITARY SEWER
SP-9	WATER UTILITIES PLAN
SP-10	SITE UTILITIES DETAILS - WATER
SP-11	EROSION CONTROL PLAN AND SEDIMENT CONTROL DETAILS
SP-12	GRAFFITI ABANDONMENT AND TENDING SCHEDULES



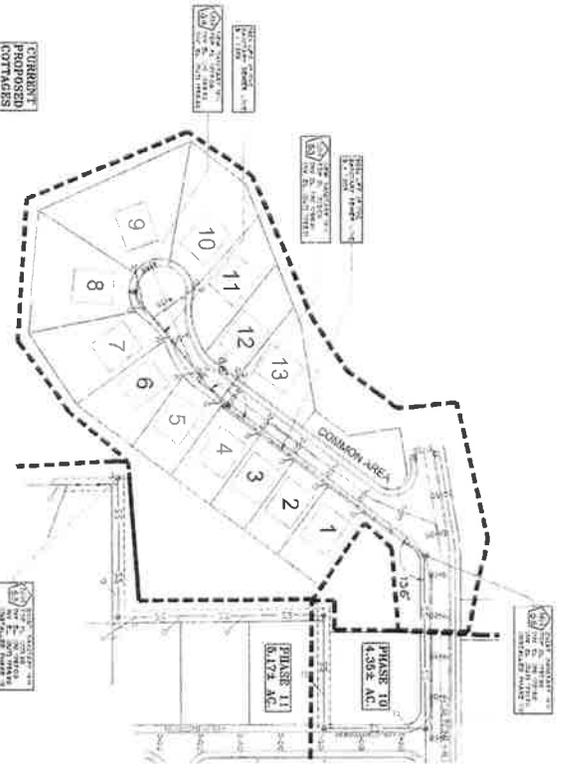
**SPODEN & WILSON
CONSULTING ENGINEERS**

430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1151 Fax: (423) 245-0882
email: sweng@spodenwilson.com

SET NO. _____

REVISION NO. 2 09-09-2018

FILE NO. 617



PROPOSED COTTAGES PHASE 1
4.08± AC

SANITARY SEWER UTILITIES PLAN

1. DATE: 08/11/2011
 2. PROJECT: COTTAGES AT EDINBURGH - PHASE I
 3. SHEET: SP-6
 4. SCALE: AS SHOWN
 5. DRAWN BY: [Name]
 6. CHECKED BY: [Name]
 7. APPROVED BY: [Name]

PLAN - SUB-MAIN DIAGRAM

LINE NO.	START POINT	END POINT	DIAMETER	DEPTH	INVERT	OUTLET
1	10+00	10+50	12"	4'-0"	100.00	10+50
2	10+50	11+00	12"	4'-0"	99.50	11+00
3	11+00	11+50	12"	4'-0"	99.00	11+50
4	11+50	12+00	12"	4'-0"	98.50	12+00
5	12+00	12+50	12"	4'-0"	98.00	12+50
6	12+50	13+00	12"	4'-0"	97.50	13+00
7	13+00	13+50	12"	4'-0"	97.00	13+50
8	13+50	14+00	12"	4'-0"	96.50	14+00
9	14+00	14+50	12"	4'-0"	96.00	14+50
10	14+50	15+00	12"	4'-0"	95.50	15+00
11	15+00	15+50	12"	4'-0"	95.00	15+50
12	15+50	16+00	12"	4'-0"	94.50	16+00
13	16+00	16+50	12"	4'-0"	94.00	16+50
14	16+50	17+00	12"	4'-0"	93.50	17+00
15	17+00	17+50	12"	4'-0"	93.00	17+50
16	17+50	18+00	12"	4'-0"	92.50	18+00
17	18+00	18+50	12"	4'-0"	92.00	18+50
18	18+50	19+00	12"	4'-0"	91.50	19+00
19	19+00	19+50	12"	4'-0"	91.00	19+50
20	19+50	20+00	12"	4'-0"	90.50	20+00
21	20+00	20+50	12"	4'-0"	90.00	20+50
22	20+50	21+00	12"	4'-0"	89.50	21+00
23	21+00	21+50	12"	4'-0"	89.00	21+50
24	21+50	22+00	12"	4'-0"	88.50	22+00
25	22+00	22+50	12"	4'-0"	88.00	22+50
26	22+50	23+00	12"	4'-0"	87.50	23+00
27	23+00	23+50	12"	4'-0"	87.00	23+50
28	23+50	24+00	12"	4'-0"	86.50	24+00
29	24+00	24+50	12"	4'-0"	86.00	24+50
30	24+50	25+00	12"	4'-0"	85.50	25+00
31	25+00	25+50	12"	4'-0"	85.00	25+50
32	25+50	26+00	12"	4'-0"	84.50	26+00
33	26+00	26+50	12"	4'-0"	84.00	26+50
34	26+50	27+00	12"	4'-0"	83.50	27+00
35	27+00	27+50	12"	4'-0"	83.00	27+50
36	27+50	28+00	12"	4'-0"	82.50	28+00
37	28+00	28+50	12"	4'-0"	82.00	28+50
38	28+50	29+00	12"	4'-0"	81.50	29+00
39	29+00	29+50	12"	4'-0"	81.00	29+50
40	29+50	30+00	12"	4'-0"	80.50	30+00
41	30+00	30+50	12"	4'-0"	80.00	30+50
42	30+50	31+00	12"	4'-0"	79.50	31+00
43	31+00	31+50	12"	4'-0"	79.00	31+50
44	31+50	32+00	12"	4'-0"	78.50	32+00
45	32+00	32+50	12"	4'-0"	78.00	32+50
46	32+50	33+00	12"	4'-0"	77.50	33+00
47	33+00	33+50	12"	4'-0"	77.00	33+50
48	33+50	34+00	12"	4'-0"	76.50	34+00
49	34+00	34+50	12"	4'-0"	76.00	34+50
50	34+50	35+00	12"	4'-0"	75.50	35+00
51	35+00	35+50	12"	4'-0"	75.00	35+50
52	35+50	36+00	12"	4'-0"	74.50	36+00
53	36+00	36+50	12"	4'-0"	74.00	36+50
54	36+50	37+00	12"	4'-0"	73.50	37+00
55	37+00	37+50	12"	4'-0"	73.00	37+50
56	37+50	38+00	12"	4'-0"	72.50	38+00
57	38+00	38+50	12"	4'-0"	72.00	38+50
58	38+50	39+00	12"	4'-0"	71.50	39+00
59	39+00	39+50	12"	4'-0"	71.00	39+50
60	39+50	40+00	12"	4'-0"	70.50	40+00
61	40+00	40+50	12"	4'-0"	70.00	40+50
62	40+50	41+00	12"	4'-0"	69.50	41+00
63	41+00	41+50	12"	4'-0"	69.00	41+50
64	41+50	42+00	12"	4'-0"	68.50	42+00
65	42+00	42+50	12"	4'-0"	68.00	42+50
66	42+50	43+00	12"	4'-0"	67.50	43+00
67	43+00	43+50	12"	4'-0"	67.00	43+50
68	43+50	44+00	12"	4'-0"	66.50	44+00
69	44+00	44+50	12"	4'-0"	66.00	44+50
70	44+50	45+00	12"	4'-0"	65.50	45+00
71	45+00	45+50	12"	4'-0"	65.00	45+50
72	45+50	46+00	12"	4'-0"	64.50	46+00
73	46+00	46+50	12"	4'-0"	64.00	46+50
74	46+50	47+00	12"	4'-0"	63.50	47+00
75	47+00	47+50	12"	4'-0"	63.00	47+50
76	47+50	48+00	12"	4'-0"	62.50	48+00
77	48+00	48+50	12"	4'-0"	62.00	48+50
78	48+50	49+00	12"	4'-0"	61.50	49+00
79	49+00	49+50	12"	4'-0"	61.00	49+50
80	49+50	50+00	12"	4'-0"	60.50	50+00
81	50+00	50+50	12"	4'-0"	60.00	50+50
82	50+50	51+00	12"	4'-0"	59.50	51+00
83	51+00	51+50	12"	4'-0"	59.00	51+50
84	51+50	52+00	12"	4'-0"	58.50	52+00
85	52+00	52+50	12"	4'-0"	58.00	52+50
86	52+50	53+00	12"	4'-0"	57.50	53+00
87	53+00	53+50	12"	4'-0"	57.00	53+50
88	53+50	54+00	12"	4'-0"	56.50	54+00
89	54+00	54+50	12"	4'-0"	56.00	54+50
90	54+50	55+00	12"	4'-0"	55.50	55+00
91	55+00	55+50	12"	4'-0"	55.00	55+50
92	55+50	56+00	12"	4'-0"	54.50	56+00
93	56+00	56+50	12"	4'-0"	54.00	56+50
94	56+50	57+00	12"	4'-0"	53.50	57+00
95	57+00	57+50	12"	4'-0"	53.00	57+50
96	57+50	58+00	12"	4'-0"	52.50	58+00
97	58+00	58+50	12"	4'-0"	52.00	58+50
98	58+50	59+00	12"	4'-0"	51.50	59+00
99	59+00	59+50	12"	4'-0"	51.00	59+50
100	59+50	60+00	12"	4'-0"	50.50	60+00

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT



SP-6	SHEET TITLE	COTTAGES AT EDINBURGH - PHASE I	SPODEN & WILSON CONSULTING ENGINEERS 430 CLAY STREET HAWKSPRINT, TENNESSEE 37050 Phone: 423-245-1811 Fax: 423-245-0852 www.spo-wil.com	
	SANITARY SEWER PLAN	THE EDINBURGH GROUP, L.L.C. 430 CLAY STREET		

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	15	15	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 198	176	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			Open
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			Open
	Edinburgh South Phase I	23	\$36,694.42	11/1/2016			Open
Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	40	35	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	14	Closed
Harold Siemp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	53	36	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	6	5	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	38	34	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 51	45	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	42	40	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	Closed
Vic Davis	The Summit at Preston Park Ph. 3	20	\$79,327.82	12/03/13	3	2	Closed
TOTAL		851	\$1,343,628.80		526	450	

Revised 07/02/19



AGENDA ACTION FORM

Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Annual Operation Expenses for FY 19-20

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

Action Form No.: AF-177-2019
 Work Session: August 5, 2019
 First Reading: N/A

Final Adoption: August 6, 2019
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. The City's total allocation for matching public transit operation grants in fiscal year 2019-2020 is \$292,615. Projected State operation reimbursements for the fiscal year are up to \$644,900.

These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2019-20 budget for the City of Kingsport.

Tennessee Dept. of Transportation	\$644,900
City of Kingsport	\$292,615
Total	\$937,515

The local funding for this project has been approved in the FY 19-20 City Budget.

Attachments:

- 1. Resolution

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A REIMBURSEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE CITY'S TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2019-2020; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2019-2020 is \$644,900.00; and

WHEREAS, the city local budget for fiscal year 2019-2020, is \$292,615.00, which is available in account FTA023; and

WHEREAS, a reimbursement contract with TDOT must be executed to receive the funds;

Now therefore,

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

SECTION I. That an agreement with the Tennessee Department of Transportation in an amount up to \$644,900.00 for reimbursement of operating expenses for the city's transit system for fiscal year 2019-2020 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, a contract with the Tennessee Department of Transportation, in the amount up to \$644,900.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2019-2020, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."
Grantee Edison Vendor ID # 1562

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize UROP funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.

A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.

A.5. Funds made available for the UROP program are based on populations reported in the 2010 census and other possible demographic factors.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Forty-four Thousand, Nine Hundred Dollars and No Cents (\$644,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation

Multimodal Transportation Resources Division James K. Polk Building, Suite 1200

505 Deaderick Street

Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

(2) Invoice Date.

(3) Invoice Period (to which the reimbursement request is applicable).

(4) Grant Contract Number (assigned by the State).

(5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.

(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.

(9) Grantee Remittance Address.

(10) Grantee Contact for Invoice Questions (name, phone, or fax).

(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.

iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when

the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for

Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Alaire Brown, Program Monitor 2 Tennessee Department of Transportation
Multimodal Transportation Resources Division James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243 alaire.brown@tn.gov Telephone # (615) 313-3192
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP
Public Transportation Manager Kingsport Area Transit Service 900 East Main Street Kingsport,
Tennessee 37660
ChrisCampbell@KingsportTn.gov Telephone # (423) 224-2857
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present

grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides. In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system. Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section

b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or

acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.6. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. T.C.A. Section 13-10-107 Compliance.

1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and

4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A.

§ 13-10-107(c)(4).

E.9. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.10. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.12. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said

work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Receive a Grant for \$23,540 from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) FY 2019 Local Solicitation

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

Action Form No.: AF-182-2019
 Work Session: August 5, 2019
 First Reading: N/A
 Final Adoption: August 6, 2019
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for \$23,540.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Resolution.
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2019 LOCAL SOLICITATION GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city would like to apply for the Fiscal Year 2019 Local Solicitation Grant from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology for the Kingsport Police Department; and

WHEREAS, the grant funds would be in the amount up to \$23,540.00 and there is no local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a Fiscal Year 2019 Local Solicitation Grant from the United States Department of Justice Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$23,540.00 to purchase equipment and technology for the Kingsport Police Department 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, all documents necessary and proper to apply for and receive a Fiscal Year 2019 Local Solicitation Grant from the United States Department of Justice Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738

Solicitation Release Date: July 25, 2019

Application Deadline: 8:00 p.m. eastern time on August 23, 2019

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as [Appendix A](#).

Eligible allocations under JAG are posted annually on the [JAG web page](#).

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the "**How to Apply (GMS)**" section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated [Appendix D](#).

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:**

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- Body-Worn Cameras (BWC) - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- Body Armor - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) available at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1-877-758-3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

- **Interoperable Communications** - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: <https://www.dhs.gov/safecom>. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any “program or activity” that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any “alien [who] is illegally or unlawfully in the United States” (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to “disparate” jurisdictions

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will “comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in [Appendix A](#).

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program’s traditional Summary Reporting System (SRS) and replace it with the UCR Program’s National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI’s UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI’s 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency’s technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state’s Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the [2018 Preliminary End-of-Year Law Enforcement Fatalities Report](#), released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the [FBI's Law Enforcement Officers Killed and Assaulted \(LEOKA\) data](#), there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the [BJA VALOR Initiative](#) and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

Objectives

In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through BJA's [Matrix Demonstration Project](#). BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

BJA Success Stories

The BJA-sponsored [Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through [My BJA account](#), using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See the "Administrative, National Policy, and Other Legal Requirements" section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a

particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to “disparate” jurisdictions are summarized [above](#)).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities¹) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. **For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

Cost Sharing or Match Requirement

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

Pre-agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the [OJP Grant Application Resource Guide](#) for information.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental-Review-SPOC-01-2018-OFFM.pdf>. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative¹:

- (a) Description of the Issues – Identify the unit of local government’s strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- (b) Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in [Section A. Program Description](#).

Post award, recipients will be required to submit quarterly performance metrics through BJA’s Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant’s plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

Applicants should visit OJP’s performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

¹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

4. Budget and Associated Documentation

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward: statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

5. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for information.

6. Tribal Authorizing Resolution (if applicable)

The following two paragraphs in this solicitation expressly modify the "Tribal Authorizing Resolution" provisions in the [OJP Grant Application Resource Guide](#). An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the "Tribal Authorizing Resolution" heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe's governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this Questionnaire.

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as [Appendix A](#).

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

10. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the [OJP Grant Application Resource Guide](#).

11. Applicant Disclosure and Justification – DOJ High Risk Grantees²(if applicable)

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named "DOJ High Risk Grantee Applicant Disclosure and Justification." (See, also, "Review Process," below, under Section E. Application Review Information, for a brief discussion of how such information may be considered in the application review process.) See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

12. Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

² A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See [Appendix C](#) for a template that applicants may use to prepare this attachment.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the [OJP Grant Application Resource Guide](#) for additional information on administrative, national policy, and other legal requirements.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
 - (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
 - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.
- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the [OJP Grant Application Resource Guide](#) for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the [OJP Grant Application Resource Guide](#) for information on providing solicitation feedback to OJP.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by the chief executive of the applicant unit of local government.

Visit <https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf> to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation
Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Rev March 6, 2019

Appendix B

Certain relevant federal laws, as in effect on April 8, 2019

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
 - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
 - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence¹ to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
- v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
- vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
- II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
- III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
- IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in **section 1324a(h)(3)** of this title), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix D

Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:

- (a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—
- (1) demand-reduction education programs in which law enforcement officers participate;
 - (2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;
 - (3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;
 - (4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;
 - (5) disrupting illicit commerce in stolen goods and property;
 - (6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;
 - (7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and
 - (B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;
 - (8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;
 - (9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;
 - (10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;
 - (11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;
 - (12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

(b) To reduce crime and improve public safety, including but not limited to, the following:

- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
- (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
- (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
- (2) enhancing security measures—
 - (A) in and around schools; and
 - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
- (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
- (4) establishing or supporting drug courts;
- (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
- (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
- (7) enhancing programs under **(a)**, above;
- (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
- (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

**Appendix E
Application Checklist**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2019 Local Solicitation**

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see the [OJP Grant Application Resource Guide](#))
- _____ Acquire or renew registration with SAM (see the [OJP Grant Application Resource Guide](#))

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see the [OJP Grant Application Resource Guide](#))
- _____ For existing users, check GMS username and password* to ensure account access (see the [OJP Grant Application Resource Guide](#))
- _____ Verify SAM registration in GMS (see the [OJP Grant Application Resource Guide](#))
- _____ Search for correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- _____ Select correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see the [OJP Grant Application Resource Guide](#))
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see the [OJP Grant Application Resource Guide](#))
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- _____ Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards](#)" in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA's [JAG web page](#).

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424)	(see page 17)
_____ Intergovernmental Review	(see page 17)
_____ Project Identifiers	(see page 18)
_____ Program Narrative	(see page 18)
_____ Budget and Associated Documentation	(see page 19)
_____ Indirect Cost Rate Agreement (if applicable)	(see page 19)
_____ Tribal Authorizing Resolution (if applicable)	(see page 20)
_____ Financial Management and System of Internal Controls Questionnaire	(see page 20)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable)	(see page 20)
_____ Certifications and Assurances by Chief Executive	(see Appendix A)
_____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)	(see Appendix C)
_____ OJP Certified Standard Assurances	(see page 20)
_____ Applicant Disclosure of Pending Applications	(see page 21)
_____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)	(see page 21)
_____ Research and Evaluation Independence and Integrity (if applicable)	(see page 21)



AGENDA ACTION FORM

Award of Bid to Construction Partners for City Hall Relocation – Phase 1

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

Action Form No.: AF-181-2019
 Work Session: August 5, 2019
 First Reading: NA
 Final Adoption: August 6, 2019
 Staff Work By: Tim Elsea
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On February 20, 2018 the Board of Mayor and Aldermen entered into an agreement with Regions Bank for the purchase of the building located at 415 Broad Street for the relocation of City Hall. This purchase was the first step in moving the City of Kingsport forward with a final solution for the court system currently located within City Hall, a much improved customer experience, improved organizational synergy through collaboration and cost avoidance through building consolidation.

Bids were opened on June 26, 2019 for City Hall Relocation Phase 1 project. This phase consists of selective interior demolition and interior renovation of floors 3-6, and includes new construction work as may be required to provide a fully functional and habitable space, suitable for the intended use.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Construction Partners in the amount of \$3,312,698.00 (includes alternates #4 & #5) -

Base Bid	\$3,177,398.00	
Alt. #4	103,000.00	Cleaning existing ductwork
Alt. #5	32,300.00	Upgraded mechanical units in data room
Contingency	<u>198,761.88</u>	
Total Project Cost	\$3,511,459.88	

The architect's estimate for the referenced project, including all alternates is \$3,367,460.00. Funding is available and identified in GP1820.

Attachments:

1. Resolution
2. Bid Minutes
3. List of Alternates

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE CITY HALL RELOCATION PHASE 1 TO CONSTRUCTION PARTNERS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 26, 2019, for the City Hall Relocation Phase 1 project; and

WHEREAS, upon review of the bids, the board finds Construction Partners is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract with Construction Partners for the phase consisting of selective interior demolition and interior renovation of floors 3-6 in the building acquired for a new city hall (415 Broad Street, Kingsport), and includes new construction work as may be required to provide a fully functional and habitable space, suitable for the intended use at an estimated construction cost of \$3,367,460.00; and

WHEREAS, funding is identified in project numbers GP1820.

Now therefore,

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

SECTION I. That the bid for the City Hall Relocation Phase 1 Project, consisting of selective interior demolition and interior renovation of floors 3-6 in the building acquired for a new city hall (415 Broad Street, Kingsport),, and includes new construction work as may be required to provide a fully functional and habitable space, suitable for the intended use at an estimated cost of \$3,367,460.00 is awarded to Construction Partners, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
 BID OPENING
 June 26, 2019
 4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Dawn Melton, Project Manager; and Clinton Roberts, Cain Rash West Architects

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

The Procurement Manager opened with the following bids:

CITY HALL RELOCATION – PHASE 1							
Vendor:	Base Bid:	Alt. #1:	Alt. #2:	Alt. #3:	Alt. #4:	Alt. #5:	Comments:
J.E. Green Co.	N/A	N/A	N/A	N/A	N/A	N/A	Bid not opened. #6 – Sub was not completed on Envelope Cover.
Construction Partners	\$3,177,398.00	\$115,900.00	\$30,000.00	\$ 9,550.00	\$103,000.00	\$32,300.00	N/A
Armstrong Construction	\$3,250,000.00	\$107,200.00	\$35,800.00	\$10,500.00	\$106,500.00	\$35,500.00	N/A
BurWil Construction	\$3,584,000.00	\$116,000.00	\$36,500.00	\$10,000.00	\$107,000.00	\$36,600.00	N/A

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

LIST of ALTERNATES as Numbered in Bid Opening Minutes Dated June 26, 2019

Bid Alternate #1: Engineering Suite

Bid Alternate #2: Break Room Casework

Bid Alternate #3: Replace Existing Receptacles, Switches, & Data

Bid Alternate #4: Cleaning Existing Ductwork

Bid Alternate #5: Upgraded Mechanical Units in Data Room



AGENDA ACTION FORM

Resolution to Partner with the American Red Cross for their Centennial Campaign

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

Action Form No.: AF-183-2019
 Work Session: August 5, 2019
 First Reading: N/A
 Final Adoption: August 6, 2019
 Staff Work By: Kari Matheney
 Presentation By: Chris McCart

Recommendation: Approve the Resolution.

Executive Summary:

In March of 2019, the City of Kingsport renewed the Licensed Training Provider (LTP) agreement which allows the City of Kingsport, for its Aquatic Center, to continue providing American Red Cross swimming lessons, Lifeguard Training courses, Water Safety Instructor training courses, CPR/First Aid/ AED courses, and water safety presentations to the residents of the Kingsport area. As a LTP, the Red Cross charges a fee for these certifications and courses.

Due to the increase in child drownings, in particular ages 1-4 (as it is the leading cause of unintentional accidental deaths for this age group according to the CDC), and to mark 100 years of water safety, the Red Cross began its Centennial Campaign in 2014. The goal is to reduce drownings in communities who have higher than average drowning rates, or have been recently impacted by drownings. Last summer an area resident lost their 3 year old son to a drowning while on vacation.

The American Red Cross has requested to partner with the City of Kingsport for three (3) years for a continuation of their Centennial Campaign. They would discount, and in some cases waive, their fee for certification and materials for swimming lessons, training classes, and water safety presentations offered at the Kingsport Aquatic Center (see Exhibit C). Additionally, they would pay all but \$5 of the fee for recipients of the Leland and Marilyn Davis Friends of the Aquatic Center Scholarship, allowing more participants from economically disadvantaged households to participate in swimming lessons for up to 250 participants per year. By waving the certification fees and subsidizing scholarship participants of Water Safety Instructor courses and Lifeguard Training classes, the Aquatic Center can provide additional instructors to those who cannot afford the courses, creating a cyclic opportunity for people to learn and in turn provide water safety.

This partnership will allow for the City of Kingsport to further promote the mission of providing educational and quality of life opportunities that create a safe community. This partnership also will allow the City of Kingsport to promote the Aquatic Center as the regional destination for swimming lessons that everyone can afford.

Attachments:

1. Resolution
2. LTP Agreement Addendum
3. LTP Agreement Signed in March 2019

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRST ADDENDUM TO THE LICENSED TRAINING PROVIDER AGREEMENT WITH THE AMERICAN RED CROSS FOR THEIR CENTENNIAL CAMPAIGN AND AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE ADDENDUM

WHEREAS, in 2014, the American Red Cross created a Centennial Campaign to help reduce drownings in communities that have a higher than average drowning rate; and

WHEREAS, in March, 2019, the American Red Cross entered into an agreement with the city for its Aquatic Center to provide swimming lessons, lifeguard training courses, water safety instructor training courses, CPR/First Aid/ AED courses, and water safety presentations to the residents of the Kingsport area; and

WHEREAS, the Centennial Campaign will discount, and in some cases waive, the fee for certification and materials for swimming lessons, training classes, and water safety presentations offered at the Kingsport Aquatic Center; and

WHEREAS, the Red Cross will also pay all but \$5 of the fee for recipients of the Leland and Marilyn Davis Friends of the Aquatic Center Scholarship, allowing more participants from economically disadvantaged households to participate in swimming lessons for up to 250 participants per year; and

WHEREAS, the addendum is for a term of three (3) years.

Now therefore,

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

SECTION I. That a First Addendum to Licensed Training Provider Agreement with the American Red Cross 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 First Addendum to Licensed Training Provider Agreement with the American Red Cross and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT

This **FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT** ("First Addendum") is effective as of July 19, 2019 ("Addendum Date") by and between the American National Red Cross ("Red Cross") and City of Kingsport for its Kingsport Aquatic Center (the "LTP"). WHEREAS, Red Cross and LTP are parties to a Licensed Training Provider Agreement dated as of May 20, 2019 (the "Agreement"); WHEREAS, Capitalized terms used in this First Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement;

WHEREAS, LTP has been permitted to teach Red Cross courses under the Agreement, and LTP would now like to participate in a program in connection with the American Red Cross's Centennial Campaign, which is designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities ("Centennial Campaign"), which is intended to (1) teach people to swim in identified communities where drowning rate is above national average, (2) motivate children and families to "come to the water" to become competent in the water and learn about water safety at a local facility, and (3) create a sustainable ecosystem of water safety to help make communities safer; and

WHEREAS, the Parties desire to modify certain terms to the Agreement in order facilitate LTP's participation in the Centennial Campaign and to memorialize each Party's rights and responsibilities in connection therewith.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In connection with the Centennial Campaign, LTP agrees that it will:

a. Expand its existing Learn-to-Swim program ("LTS") and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons ("Program Participants");

b. Expand its existing Water Safety Instructor and Lifeguarding training to develop adequate infrastructure to offer the additional LTS and Junior Lifeguarding offerings;

c. Provide Program Participants opportunities to take LTS courses through at least the Red Cross Learn- to-Swim Level 3, of the Red Cross Swimming and Water Safety program;

d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;

e. Use reasonable, good faith efforts to participate in promotional and media opportunities to inform the local community of the goals of the Centennial Campaign, including the importance of swimming and water safety training; provided, that LTP will obtain Red Cross's prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 6 of this First Addendum and the Agreement;

f. Reasonably participate in, and provide information in support of, a research study to evaluate the effectiveness of the Centennial Campaign education and training;

g. Report the progress and results of the Centennial Campaign education and training courses to the Red Cross in the manner and format reasonably requested by the Red Cross; and

h. Provide accurate and timely documentation of costs related to the expanded programming as a result of the Centennial Campaign, including providing invoices if requested by the Red Cross.

2. Red Cross agrees that it will:

a. Assist in offsetting additional expenses for expanded programming as a result of LTP's participation in the Centennial Campaign and fulfillment of its obligations to Program Participants described in Section

1. LTP's expenses that will be funded by the Red Cross for the first year of participation in the Centennial Campaign are listed on Exhibit C attached to this First Addendum. The Parties will meet on at least an annual basis to mutually determine and agree upon the scope and amount of Centennial Campaign funding assistance, if any, to be provided by the Red Cross to LTP in subsequent years;

b. Provide Red Cross printed and video training materials required to allow Program Participants to complete the Red Cross training contemplated under this First Addendum;

c. Provide promotional materials to inform the local community of the Centennial Campaign;

d. Provide requirements, processes and mechanisms to report the process and results of the Centennial Campaign education and training courses; and

e. Provide tools, resources and staff training required to implement the research study intended to evaluate the effectiveness of the Centennial Campaign education and training.

3. Term and Termination. Unless terminated consistent with this Section 3, the term of this First Addendum shall begin on the Addendum Date and shall continue thereafter for thirty-six (36) consecutive months, and may continue for up to two (2), one (1)-year periods, without action by either Party. Either Party may terminate this First Addendum, without cause, upon thirty (30) calendar days advance written notice to the other Party. Either Party may immediately terminate this First Addendum upon the other Party's breach of its obligations under this First Addendum. Termination of this First Addendum will not automatically terminate the Agreement, but in the event the Agreement is terminated by either Party, this First Addendum will automatically terminate. The Red Cross shall have the right to terminate the Agreement in the event of a default by LTP of its obligations hereunder upon ten (10) days' written notice, or such shorter period as the Red Cross reasonably deems necessary under the circumstances.

4. Compliance, Representations and Warranties.

a. The Parties will comply with all applicable laws and regulations during performance under the Agreement. Neither Party will discriminate against any employee, applicant or Program Participant in connection with this First Addendum because of any characteristic protected by applicable law or regulations.

b. LTP represents, warrants and certifies: (i) compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which LTP is operating and (ii) no child, indentured or forced labor or unauthorized workers will be used in any aspect of the Red Cross Courses or Centennial Campaign.

5. Conflict of Interest; Business Ethics. LTP represents that no employee, principal, or affiliate of LTP holds any office in, or is an employee of, or is a member of the board of directors of, Red Cross or any Chapter or unit of Red Cross, except as shall have been disclosed by notice to Red Cross and for which Red Cross has waived any potential conflict of interest by notice to LTP. During the course of pursuing contracts with Red Cross and while performing services in accordance with this First Addendum, LTP agrees to maintain business ethics standards which are aimed at avoiding any real or apparent improprieties or conflict of interest which could be construed to have an adverse impact on the dealing with the Red Cross. LTP shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Red Cross's best interests. These obligations shall apply to the activities of LTP's employees, agents, and subcontractors in their dealings and relations with Red Cross' current and former employees and relatives.

6. Intellectual Property and Data Use.

a. Definitions:

i. "Centennial Campaign Materials" will include everything used, or provided to LTP for use by Red Cross, in connection with the Centennial Campaign, including without limitation, reports, creative and other materials, manuals, photographs and all other documents or materials.

ii. "Intellectual Property" means (i) inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements thereto and regardless of patentability), (ii) trade secrets and know-how, (iii) copyrightable material, (iv) trademarks and service marks (v) data related to the Centennial Campaign, and (vi) all other forms of intellectual property. Intellectual Property may take any form, including without limitation, written, oral, electronic, digital or other form.

iii. "LTP Marks" means LTP's trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.

iv. "Red Cross Marks" means Red Cross's trademark and tradenames set forth on Exhibit B hereto and subject to any use guidelines contained in such Exhibit.

b. Centennial Campaign Materials.

i. Subject to the terms and conditions of this First Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Centennial Campaign Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will use the LTP Marks in accordance with LTP's guidelines set forth on Exhibit A.

ii. Subject to the terms and conditions of this First Addendum and the Agreement, Red Cross grants LTP a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the Red Cross Marks only in the continental United States solely on and in conjunction with the Centennial Campaign Materials produced by the Red Cross. LTP acknowledges that Red Cross is the sole owner of the Red Cross Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of Red Cross. LTP will not take any action inconsistent with Red Cross's ownership rights and will cooperate with Red Cross in the protection thereof. LTP will use the Red Cross Marks in accordance with Red Cross's guidelines (as may be amended, from time to time) set forth on Exhibit B.

iii. LTP acknowledges that all Centennial Campaign Materials will be owned exclusively by the Red Cross. LTP will not use or allow the use of the Centennial Campaign Materials for any purpose other than LTP's performance under this First Addendum without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Centennial Campaign Materials and the Red Cross Marks, and LTP will cease any use and will not permit the use of the Centennial Campaign Materials and Red Cross Marks.

iv. The foregoing license shall terminate upon termination or expiration of this First Addendum, and unless otherwise agreed in writing or permitted by law, a Party shall cease all use of the other Party's

Intellectual Property licensed hereunder upon such termination or expiration.

c. Except as expressly provided in this First Addendum, no Party shall use the Intellectual Property (including, without limitation, trademarks or tradenames) of the other Party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other Party's prior written consent for each use. Aquatics Centennial Data.

i. With respect to any data collected in connection with the Centennial Campaign (including data regarding program offerings, LTP participants, course participants and community preparedness), as well as any other research projects or assessments undertaken by the Red Cross related to the Centennial Campaign, LTP hereby acknowledges and agrees that it shall not have any rights in Intellectual Property or data generated therein, nor shall it have any publication rights related to such Intellectual Property or data without the express consent of the Party that is the owner of such Intellectual Property and/or data.

ii. With respect to any evaluation efforts of the Red Cross in connection with the Centennial Campaign, the evaluator will work with an institutional review board ("IRB") to ensure that the research conducted on human subjects are scientific and ethical. Data will be maintained in accordance with the IRB's consent (which shall not be unreasonably withheld, delayed or conditioned), if any.

d. LTP will execute, if and when requested, patent, copyright or similar applications and assignments to the Red Cross and any other documents deemed necessary by the Red Cross to vest ownership of Intellectual Property in the Red Cross. In the event Red Cross is unable for any reason whatsoever to secure LTP's signature to any document required to apply for or execute any patent, copyright or other applications with respect to Intellectual Property, LTP hereby irrevocably appoints the Red Cross and its authorized officers and agents as LTP's agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights or other rights with respect to Intellectual Property with the same legal force and effect as if executed by LTP.

7. Miscellaneous.

a. The Agreement is incorporated herein by reference and, except to the extent modified by this First Addendum, the Agreement remains in full force and effect.

b. The Parties specifically agree and acknowledge that the Agreement shall continue to govern all aspects of LTP's conduct of American Red Cross Courses, including any courses offered in connection with the Centennial Campaign.

c. The Parties are independent principals in all relationships and actions under and contemplated by this First Addendum. This Agreement does not create a partnership or joint venture, and no Party has the authority to bind the other Party.

d. In the event of any conflict between the terms of this First Addendum and the terms of the Agreement, the terms of the Agreement shall control.

e. This Agreement is binding upon and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

f. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability shall not deprive any Party hereto of any material benefit intended to be provided hereby, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement, and such provision shall be deemed to be severed from this First Addendum.

The Parties, acting through their respective duly authorized representative, have executed this First Addendum to Licensed Training Provider Agreement, which shall come into force as of the Addendum Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT

This **FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT** ("First Addendum") is effective as of July 19, 2019 ("Addendum Date") by and between the American National Red Cross ("Red Cross") and City of Kingsport for its Kingsport Aquatic Center (the "LTP").

WHEREAS, Red Cross and LTP are parties to a Licensed Training Provider Agreement dated as of May 20, 2019 (the "Agreement");

WHEREAS, Capitalized terms used in this First Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement;

WHEREAS, LTP has been permitted to teach Red Cross courses under the Agreement, and LTP would now like to participate in a program in connection with the American Red Cross's Centennial Campaign, which is designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities ("Centennial Campaign"), which is intended to (1) teach people to swim in identified communities where drowning rate is above national average, (2) motivate children and families to "come to the water" to become competent in the water and learn about water safety at a local facility, and (3) create a sustainable ecosystem of water safety to help make communities safer; and

WHEREAS, the Parties desire to modify certain terms to the Agreement in order facilitate LTP's participation in the Centennial Campaign and to memorialize each Party's rights and responsibilities in connection therewith.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In connection with the Centennial Campaign, LTP agrees that it will:
 - a. Expand its existing Learn-to-Swim program ("LTS") and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons ("Program Participants");
 - b. Expand its existing Water Safety Instructor and Lifeguarding training to develop adequate infrastructure to offer the additional LTS and Junior Lifeguarding offerings;
 - c. Provide Program Participants opportunities to take LTS courses through at least the Red Cross Learn-to-Swim Level 3, of the Red Cross Swimming and Water Safety program;
 - d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;
 - e. Use reasonable, good faith efforts to participate in promotional and media opportunities to inform the local community of the goals of the Centennial Campaign, including the importance of swimming and water safety training; provided, that LTP will obtain Red Cross's prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 6 of this First Addendum and the Agreement;
 - f. Reasonably participate in, and provide information in support of, a research study to evaluate the effectiveness of the Centennial Campaign education and training;
 - g. Report the progress and results of the Centennial Campaign education and training courses to the Red Cross in the manner and format reasonably requested by the Red Cross; and
 - h. Provide accurate and timely documentation of costs related to the expanded programming as a result

of the Centennial Campaign, including providing invoices if requested by the Red Cross.

2. Red Cross agrees that it will:

- a. Assist in offsetting additional expenses for expanded programming as a result of LTP's participation in the Centennial Campaign and fulfillment of its obligations to Program Participants described in Section 1. LTP's expenses that will be funded by the Red Cross for the first year of participation in the Centennial Campaign are listed on Exhibit C attached to this First Addendum. The Parties will meet on at least an annual basis to mutually determine and agree upon the scope and amount of Centennial Campaign funding assistance, if any, to be provided by the Red Cross to LTP in subsequent years;
- b. Provide Red Cross printed and video training materials required to allow Program Participants to complete the Red Cross training contemplated under this First Addendum;
- c. Provide promotional materials to inform the local community of the Centennial Campaign;
- d. Provide requirements, processes and mechanisms to report the process and results of the Centennial Campaign education and training courses; and
- e. Provide tools, resources and staff training required to implement the research study intended to evaluate the effectiveness of the Centennial Campaign education and training.

3. Term and Termination. Unless terminated consistent with this Section 3, the term of this First Addendum shall begin on the Addendum Date and shall continue thereafter for thirty-six (36) consecutive months, and may continue for up to two (2), one (1)-year periods, without action by either Party. Either Party may terminate this First Addendum, without cause, upon thirty (30) calendar days advance written notice to the other Party. Either Party may immediately terminate this First Addendum upon the other Party's breach of its obligations under this First Addendum. Termination of this First Addendum will not automatically terminate the Agreement, but in the event the Agreement is terminated by either Party, this First Addendum will automatically terminate. The Red Cross shall have the right to terminate the Agreement in the event of a default by LTP of its obligations hereunder upon ten (10) days' written notice, or such shorter period as the Red Cross reasonably deems necessary under the circumstances.

4. Compliance, Representations and Warranties.

- a. The Parties will comply with all applicable laws and regulations during performance under the Agreement. Neither Party will discriminate against any employee, applicant or Program Participant in connection with this First Addendum because of any characteristic protected by applicable law or regulations.
- b. LTP represents, warrants and certifies: (i) compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which LTP is operating and (ii) no child, indentured or forced labor or unauthorized workers will be used in any aspect of the Red Cross Courses or Centennial Campaign.

5. Conflict of Interest; Business Ethics. LTP represents that no employee, principal, or affiliate of LTP holds any office in, or is an employee of, or is a member of the board of directors of, Red Cross or any Chapter or unit of Red Cross, except as shall have been disclosed by notice to Red Cross and for which Red Cross has waived any potential conflict of interest by notice to LTP. During the course of pursuing contracts with Red Cross and while performing services in accordance with this First Addendum, LTP agrees to maintain business ethics standards which are aimed at avoiding any real or apparent improprieties or conflict of interest which could be construed to have an adverse impact on the dealing with the Red Cross. LTP shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Red Cross's best interests. These obligations shall apply to the activities of LTP's employees, agents, and subcontractors in their dealings and relations with Red Cross' current and former employees and relatives.

6. Intellectual Property and Data Use.

a. Definitions:

- i. "Centennial Campaign Materials" will include everything used, or provided to LTP for use by Red Cross, in connection with the Centennial Campaign, including without limitation, reports, creative and other materials, manuals, photographs and all other documents or materials.
- ii. "Intellectual Property" means (i) inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements thereto and regardless of patentability), (ii) trade secrets and know-how, (iii) copyrightable material, (iv) trademarks and service marks (v) data related to the Centennial Campaign, and (vi) all other forms of intellectual property. Intellectual Property may take any form, including without limitation, written, oral, electronic, digital or other form.
- iii. "LTP Marks" means LTP's trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.
- iv. "Red Cross Marks" means Red Cross's trademark and tradenames set forth on Exhibit B hereto and subject to any use guidelines contained in such Exhibit.

b. Centennial Campaign Materials.

- i. Subject to the terms and conditions of this First Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Centennial Campaign Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will use the LTP Marks in accordance with LTP's guidelines set forth on Exhibit A.
- ii. Subject to the terms and conditions of this First Addendum and the Agreement, Red Cross grants LTP a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the Red Cross Marks only in the continental United States solely on and in conjunction with the Centennial Campaign Materials produced by the Red Cross. LTP acknowledges that Red Cross is the sole owner of the Red Cross Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of Red Cross. LTP will not take any action inconsistent with Red Cross's ownership rights and will cooperate with Red Cross in the protection thereof. LTP will use the Red Cross Marks in accordance with Red Cross's guidelines (as may be amended, from time to time) set forth on Exhibit B.
- iii. LTP acknowledges that all Centennial Campaign Materials will be owned exclusively by the Red Cross. LTP will not use or allow the use of the Centennial Campaign Materials for any purpose other than LTP's performance under this First Addendum without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Centennial Campaign Materials and the Red Cross Marks, and LTP will cease any use and will not permit the use of the Centennial Campaign Materials and Red Cross Marks.
- iv. The foregoing license shall terminate upon termination or expiration of this First Addendum, and unless otherwise agreed in writing or permitted by law, a Party shall cease all use of the other Party's Intellectual Property licensed hereunder upon such termination or expiration.
- v. Except as expressly provided in this First Addendum, no Party shall use the Intellectual Property (including, without limitation, trademarks or tradenames) of the other Party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other Party's prior written consent for each use.

c. Aquatics Centennial Data.

- i. With respect to any data collected in connection with the Centennial Campaign (including data regarding program offerings, LTP participants, course participants and community preparedness), as well as any other research projects or assessments undertaken by the Red Cross related to the Centennial Campaign, LTP hereby acknowledges and agrees that it shall not have any rights in Intellectual Property or data generated therein, nor shall it have any publication rights related to such Intellectual Property or data without the express consent of the Party that is the owner of such Intellectual Property and/or data.
 - ii. With respect to any evaluation efforts of the Red Cross in connection with the Centennial Campaign, the evaluator will work with an institutional review board (“IRB”) to ensure that the research conducted on human subjects are scientific and ethical. Data will be maintained in accordance with the IRB’s consent (which shall not be unreasonably withheld, delayed or conditioned), if any.
- d. LTP will execute, if and when requested, patent, copyright or similar applications and assignments to the Red Cross and any other documents deemed necessary by the Red Cross to vest ownership of Intellectual Property in the Red Cross. In the event Red Cross is unable for any reason whatsoever to secure LTP’s signature to any document required to apply for or execute any patent, copyright or other applications with respect to Intellectual Property, LTP hereby irrevocably appoints the Red Cross and its authorized officers and agents as LTP’s agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights or other rights with respect to Intellectual Property with the same legal force and effect as if executed by LTP.

7. Miscellaneous.

- a. The Agreement is incorporated herein by reference and, except to the extent modified by this First Addendum, the Agreement remains in full force and effect.
- b. The Parties specifically agree and acknowledge that the Agreement shall continue to govern all aspects of LTP’s conduct of American Red Cross Courses, including any courses offered in connection with the Centennial Campaign.
- c. The Parties are independent principals in all relationships and actions under and contemplated by this First Addendum. This Agreement does not create a partnership or joint venture, and no Party has the authority to bind the other Party.
- d. In the event of any conflict between the terms of this First Addendum and the terms of the Agreement, the terms of the Agreement shall control.
- e. This Agreement is binding upon and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
- f. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability shall not deprive any Party hereto of any material benefit intended to be provided hereby, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement, and such provision shall be deemed to be severed from this First Addendum.

Signature and Exhibit Pages Follow

The Parties, acting through their respective duly authorized representative, have executed this First Addendum to Licensed Training Provider Agreement, which shall come into force as of the Addendum Date.

 **THE AMERICAN NATIONAL RED CROSS**

Signature: _____

Signature: _____

Print Name:

Print Name: **THERESA REES**

Title:

Title: **TERRITORY AQUATIC EXECUTIVE**

Date:

Date:

Signature: _____

Print Name:

Title:

Date:

Signature: _____

Print Name:

Title:

Date:

**EXHIBIT A
LTP MARKS**

KINGSPORT AQUATIC CENTER

**EXHIBIT B
RED CROSS MARKS**



American Red Cross



To download camera-ready marks, complete the web form at redcross.org/brand.
List Connie Harvey as the Red Cross contact.

EXHIBIT C
LTP EXPENSES FUNDED BY RED CROSS
KINGSPORT AQUATIC CENTER
Year 1 of 3: 2019

Course/Program	Number	Fees
Learn-to-Swim: <ul style="list-style-type: none"> • Parent and Child Aquatics • Preschool Aquatics • Learn-to-Swim Levels 1 – 3 • Adult Swim: Learning the Basics • Adult Swim: Improving Skills and Swimming Strokes Includes group swim lessons and adaptive aquatics courses	Estimated 200 to 250 enrollees	Red Cross Supplemental Scholarship fees to reduce cost to \$5 per person – which ranges from \$20 to \$25 scholarship based on membership status
Lifeguarding certification	Up to 10 enrollees	AP fees waived - \$38 per person
		Scholarship fees - \$50 per person <i>Remaining fees paid by the participant or park district</i>
Water Safety/Basic Swim Instructor certification	Up to 10 enrollees	AP fees waived - \$37 per person
		Scholarship fees - \$50 per person <i>Remaining fees paid by the instructor candidate or the aquatic center</i>
Junior Lifeguarding certification	Up to 10 enrollees	AP fees waived - \$12 per person
		Scholarship fees - \$50 per person <i>Remaining fees paid by the instructor candidate or the aquatic center</i>
Pediatric CPR/AED certification	Up to 25 enrollees	AP fees waived - \$22 per person
		Scholarship fees - \$10 per person <i>Remaining fees paid by the instructor candidate or the aquatic center</i>
Parent water safety education/ General Water Safety (estimated 75)	Unlimited	No associated fees
Lifeguard Management	5 enrollees	Online course fees waived - \$120 per person
Longfellow's WHALE Tales	Unlimited (estimated 300 participants)	No additional fees

Notes:

- The Kingsport Aquatic Center will enroll their facility in the annual Red Cross Learn to Swim facility program.
- There are two existing scholarship programs that reduce the cost of swim lessons by 50%.

The Centennial scholarships can be used to further reduce the cost of lessons to \$5 per person, regardless of membership status.

- The Kingsport Aquatic Center will determine eligibility requirements for participation in courses that include scholarship fees.
- A start up kit of 1 banner, 200 swim caps and 200 goggles will be provided.
- To create a library of Red Cross materials, the following will also be included:

Product	Number
Water Safety Instructor's Manual	10
Swimming and Water Safety Manual	10
Swimming and Water Safety Program DVD Set	1
Lifeguarding Manual	10
Lifeguarding Instructor's Manual	1
Lifeguarding DVD Set	1
Basic CPR Training Pack (pk/10)	3
LTS Achievement Booklet – Eng (pk/50)	4
LTS Achievement Booklet – Sp (pk/10)	2
First Aid/CPR/AED Deluxe Instructor's Kit	1
Pediatric CPR Ready Reference Guide	25
Longfellow's WHALE Tales Stickers	4



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of Kingsport for its Kingsport Aquatic Center** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix C.

1. LTP Responsibilities. In connection with offering the Courses, LTP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of the Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross Training Provider Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
- 1.9. Timely payment of the required fees in connection with the Agreement.
- 1.10. LTP is self-insured through Public Risk Entity, formerly the Tennessee Municipal Risk Pool, for general liability insurance and does not carry or maintain commercial general liability insurance or medical, professional or hospital insurance. Additionally, any and all claims against LTP or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Action, found at T.C.A. section 29-20-101 et seq., including the limits of liability, and no provision of the Agreement shall act or be deemed a waiver by LTP of any immunity, its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly. LTP is not responsible for any acts of a third party and for the acts of its employee to the extent provided by the Tennessee Governmental Tort Liability Action, found at T.C.A. section 29-20-101 et seq.
- 1.11. Maintain a relevant, valid business license for the term of this Agreement.

2. Red Cross Responsibilities. To facilitate LTP's Course offerings, Red Cross agrees that it will:



**American
Red Cross**

**Preparedness and Health and Safety Services
Licensed Training Provider Agreement**

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.

3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.3 The provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.
- 3.4 Red Cross acknowledges that LTP is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event LTP fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, LTP shall furnish reasonable advance written notice of such event to Red Cross, and the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to LTP, such termination shall not be a breach of the Agreement, and any unused payment made to Red Cross shall be returned to LTP.

4. Fees and Invoicing.

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on [Appendix B](#).
- 4.3 LTP will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the LTP's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, number and invoice number and send to:
American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.



5. **Notices.** Each Party's contact for notices under this Agreement is listed on Appendix A.

6. **Confidentiality and Intellectual Property.**

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. **Miscellaneous.**

- 7.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.2 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.3 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.4 Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the dispute by between the parties may be resolved by litigation in the federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the federal courts for Kingsport, Sullivan County, Tennessee.
- 7.5 Governing Law. The Agreement is governed by the laws of the Tennessee, without giving effect to its choice or conflict of law rules.



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**Preparedness and Health and Safety Services
Licensed Training Provider Agreement**

8. Entire Agreement and Modifications. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and representations, both written and oral, between the parties with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement, or similar document), and each party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: City of Kingsport for its Kingsport Aquatic Center	The American National Red Cross
Customer Signature: <i>Brent Morelock</i>	Red Cross Signature: <i>Theresa Rees</i> <small>DocuSigned by:</small>
Name: <i>Brent Morelock</i>	Name: Theresa Rees <small>508687547F88444</small>
Title: <i>Procurement Manager</i>	Title: Territory Aquatic Executive
Date: <i>3-20-19</i>	Date: 3/27/2019

APPROVED AS TO FORM:

J. Michael Polzella

City Attorney

ATTEST:
Angela Marshall

City Recorder





Preparedness and Health and Safety Services
Licensed Training Provider Agreement

**Licensed Training Provider Agreement
Appendix A – Contact Information**

LTP Information

LTP: **City of Kingsport for its Kingsport Aquatic Center**

LTP Address: **1820 Meadowview Parkway** Customer Fax: _____
Kingsport, TN 37660

Organization ID: **42192KPAC**

LTP Contact: **Kari Matheney**

LTP Contact Email: **karimatheney@kingsporttn.gov**

LTP Contact Phone: **(423) 343-9759** Extension: _____

LTP Billing Contact Name: **Kari Matheney**

LTP Billing Contact Phone: **(423) 343-9759** Extension: _____

LTP Billing Contact Email: **karimatheney@kingsporttn.gov**

LTP Billing Address: **225 W. Center Street**

Kingsport, TN 37660

US

Red Cross Strategic Account Executive

Name: **Theresa Rees**

Phone: **630-322-9794** Ext.: _____ Email: **theresa.rees@redcross.org**

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



AGENDA ACTION FORM

Amend Personnel Policies and Procedures

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

Action Form No.: AF-178-2019
 Work Session: August 5, 2019
 First Reading: N/A
 Final Adoption: August 6, 2019
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:
 Approve the Resolution.

Executive Summary:

The Human Resources Department periodically reviews city personnel policies and procedures for updating. The proposed revised policies are included in the body of the resolution, and the previous policy is attached for reference. This action form includes four resolution to amend the policies listed below:

Sick Leave Policy update:

- Changed to correct the reference to "vacation" leave, which reference was in error, to "sick" leave.
- Deleted examples of sick leave that involve a pattern of use of sick leave, since that concept is explained in the policy in the paragraph prior to the amendment. The deleted language was confusing to some departments and employees.

Criminal Investigation Policy:

- Changed the handling of sentences involving a term of imprisonment from "termination" to "subject to job abandonment", making it more consistent with Corrective Action policy.

Employment Policy

- Changed to allow an employee to apply for a promotion in the employee's department after the employee's initial probationary period is completed.

Vacation Leave Policy

- Changed to allow employees in their initial probationary period to take vacation that has been accrued (with supervisor's approval).

Attachments:

1. Resolutions
2. Former Policy

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2008-213, A SICK LEAVE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Sick Leave Policy Resolution No. 2008-213, effective May 20, 2008; and

WHEREAS, the city would like to amend the Sick Leave by changing a reference to "vacation" leave which should have been "sick" leave, and deleted examples of sick leave that involve a pattern of use of sick leave.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2008-213 adopting a Sick Leave Policy is amended as follows:

In order to help prevent the loss of earnings that may be caused by illness or injury, an employee may receive pay, within defined guidelines, when the employee is unable to work due to personal illness or injury or to care for an immediate family member due to illness or injury. For the purpose of this section "immediate family" means:

- spouse;
- dependent children (including stepchildren who reside in the employee's home); and
- parents (in-laws are excluded).

Eligibility

All board approved regular full-time employees may request and be granted sick leave after it has accrued. Sick leave is defined as approved paid leave.

Part-time and temporary employees are ineligible to receive sick leave benefits. Accrual

At the end of each month*, eligible employees will accrue eight (8) hours of sick leave and will continue to accrue eight hours of sick leave each month thereafter to a maximum of 1,040 hours. Provided, however, employees who work 24 hour shifts will accrue twelve hours of sick leave per month. Once this maximum is reached, an employee will continue to accrue sick leave of eight hours per month to be used toward retirement service time. There will be no maximum sick leave accrual imposed upon credit toward retirement service time. For retirement purposes 160 hours of accrued sick leave equals one (1) month of service credit. Employees hired prior to January, 1977 are not subject to the maximum sick leave accrual.

**For the purpose of computing sick leave, accrual for the full month will be granted if the employee's hire date is on or before the 15th day of the month. For employees with a hire date on or after the 16th of the month there will be no accrual of sick leave for that month.*

The city payroll office will keep the official records of sick leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

Although sick leave may "accrue" it is not "earned" until the employee's request to use the sick leave is approved by the department head or designee. Absences without approved sick leave will be an absence without leave unless other available leave is approved.

Employees are not entitled to receive pay in lieu of unused sick leave. Sick leave may not be taken before it is accrued.

Sick leave does not accrue for overtime hours.

Sick leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

Use of Sick Leave

Sick leave may be approved for an absence due to personal or immediate family illness, injury or medical appointments. Sick leave is not an entitlement. The department head, with the concurrence of the Human Resources Manager, retains the right to refuse such leave. Additionally, the department

head or designee may request verification from a licensed medical practitioner to support the reason for any absence during the time for which sick leave is requested.

Except in an emergency, use of sick leave due to illness or injury must be reported by the employee to their department head or designee at least one-half (½) hour prior their report to work time or as otherwise required by a specific department policy.

An employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must provide a licensed medical practitioner's written statement of the facts of the illness or non-work related injury and expected date of return to work. Additionally, an employee who is absent from work for more than three consecutive work days due to their illness or non-work related injury or due to an immediate family member's illness or injury must contact the Human Resources Department to determine if Family Medical Leave (FMLA) will apply.

The city, through the Human Resources Manager or designee, retains the right to reject any medical excuse or diagnosis/recommendation offered and to request verification from a licensed medical practitioner designated by the city for any absence due to illness or injury. Such verification will be paid for by the city. Sick leave pay may be withheld if a satisfactory verification is not received.

Sick leave is intended for use for illness or injury. Sick leave is not an entitlement. Corrective action for improper use of sick leave or a pattern of use of sick leave, even if sick - unless qualified for other leave such as FMLA or ADA , may be taken for, but not limited to, the following:

- use of sick leave for a purpose not permitted by this policy;
- use of more sick leave than is necessary for permitted purposes;
- giving a false explanation for any sick leave used;
- work or engagement in any other activity incompatible with the illness or injury during sick leave taken for the employee's own illness or injury, or for the illness or injury of an immediate family member;

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees.

This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2008-096, A CRIMINAL INVESTIGATION POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Criminal Investigation Policy Resolution No. 2008-096, effective November 20, 2007; and

WHEREAS, the city would like to amend the Criminal Investigation Policy to make it more consistent with other policies.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2008-096 adopting a Criminal Investigation Policy is amended as follows:

Self-Reporting Duty

All employees have a duty to self-report any arrest, indictment, prosecution, conviction, incarceration, or when he/she is subject to investigation of a criminal act, and such report must be made prior to the employee's next scheduled shift. Failure to self-report is grounds for termination or other corrective action as appropriate. Vacation, compensatory time, sick leave, or any other paid leave cannot be used during any period of incarceration.

The self-reporting requirement does not include Class C misdemeanors, as defined by Tennessee law, unless committed while in a city vehicle, on city property, or while on duty which means engaged in and responsible for assigned work and for nonexempt employees includes any paid time.

Conviction

Except for Class C misdemeanors, an employee's employment will be immediately terminated when; (1) such employee is convicted of a crime violating the duty owed to the city not to commit a crime within the course and scope of employment or on work premises; or (2) such employee is convicted of a crime which lessens the public's trust and confidence in the city, or its employees.

Any employee convicted of a crime that does not require immediate termination but that results in a term of imprisonment for any period that causes the employee to miss work days, will be subject to job abandonment which is an absence of three consecutive work days-(absence without leave). Vacation, compensation time, sick leave, or any other paid leave benefits will not be used during such term of imprisonment.

CITY'S DISCRETION

The city retains discretion to exercise its legal right to independently investigate employee wrongdoing and to take corrective action, up to and including termination, against an employee based upon such investigation regardless of the status of any criminal investigation, charge, or any court results.

OTHER PROVISIONS

Nothing in this policy should be construed to conflict with or supersede state or federal law.

Nothing in this policy is to be construed as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees.

This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2017-041, EMPLOYMENT POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Employment Policy Resolution No. 2017-041, effective September 6, 2016; and

WHEREAS, the amendment to the policy will allow an employee to apply for a promotion in the employee's department after the employee's initial probationary period is completed.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2017-041 adopting a Employment Policy is amended as follows:

APPOINTMENT OR REMOVAL OF OFFICERS OR EMPLOYEES

Except as otherwise provided by the Charter of the City of Kingsport, Tennessee, the City Manager shall appoint and remove all officers and employees of the city.

POSITION AUTHORIZATION

No person shall be employed in any regular, full-time or regular, part-time position which has not been authorized and funded by the board of mayor and aldermen (BMA). Positions of a temporary duration may be authorized by the City Manager, or designee (assumed throughout the remainder of this policy), without BMA approval when additional manpower is required for an emergency, efficient service delivery, or completion of capital and/or special projects.

VACANCY OF POSITIONS

The Human Resources (HR) Department shall be informed by department directors, or their designees (assumed throughout the remainder of this document), of all staffing requirements and anticipated changes in staffing within departments and divisions.

When a vacancy exists or is anticipated, the department director shall:

- Fill out a position vacancy requisition and send to the HR Department; and
- Consult with the HR Department to evaluate the vacancy and the needs of the department.

If, following the consultation, it is determined that the request to fill the vacancy should proceed, the HR Department shall obtain approval from the City Manager, prior to the advertising, posting and/or filling of the vacancy.

The City Manager may abolish or transfer a position for economic, efficiency, or other reasons.

The City Manager retains the authority to suspend or freeze some or all hiring.

RECRUITMENT

The HR Department, in conjunction with the department director, shall have discretionary authority to utilize appropriate internal and external recruitment sources. This may include job posting in-house.

APPLICATIONS

Applicants for positions with the City of Kingsport must complete, sign, and submit the city's designated application for employment form to be considered for employment. A resume is not a substitute for an application of employment form.

FALSE STATEMENTS

No person shall willfully make any false statement, mark, rating, report, or omit material information in regard to any application, test, certification, or appointment.

Any misrepresentation by an applicant on an application or during the interview process shall result in withdrawal from consideration for employment or immediate separation from city service regardless of when discovered.

TESTING

The HR Department shall assist department directors in the selection of methods and materials that may be needed in the assessment of a job applicant's knowledge, skills, and ability required for a job.

The HR Department shall approve all testing methods and materials. In-house testing shall be administered by a designated HR Department representative. Test security agreements shall be followed at all times.

INTERVIEWS

Submission of an application for employment does not guarantee the opportunity to interview. Interviews are by invitation only and shall be extended by the HR Department.

BACKGROUND, CREDIT, AND REFERENCE CHECKS

Background and reference checks are the responsibility of the HR Department. Except for credit reports, authorization for background and reference checks must be granted by the applicant. Such authorization is automatically granted by the applicant's signature on the application for employment form.

For some positions, including those handling money or of a fiduciary responsibility, the city may require a credit check of personal financial records. Pursuant to the Fair Credit Reporting Act, the city shall obtain, separate from the employment application, written permission from the individual before obtaining a credit report. The city shall provide the employee or job applicant a copy of the credit report and a summary of his or her rights before taking any adverse employment action, i.e. denying an applicant a position.

OFFERS OF EMPLOYMENT

The HR Department is responsible for extending all offers of employment. An offer of employment is contingent upon the completion of satisfactory reference and background checks as well as credit checks and an employment physical, if so required.

All negotiations for pay shall be handled by the HR Department after consultation with the hiring department director.

The HR Department is responsible for informing all applicants of the final decision pertaining to their candidacy for employment.

PROBATIONARY STATUS

As required by the City Charter, all regular full-time and part-time employees shall be on probationary status for six (6) months from the date such employee begins work. Except as otherwise provided by law, an employee who leaves city service and is re-employed by the city is considered a new employee and the probationary status applies. The probationary period shall be utilized by the department director and supervisors as an opportunity to observe the new employee's work, to train and aid the new employee in adjusting to the position, and to reject the confirmation of any employee whose performance or attendance fails to meet acceptable standards.

During the probationary period, the department director and supervisors shall evaluate the performance of the probationary employee and relate those findings to the employee on an ongoing basis. A Probationary Evaluation Form shall be prepared after two months, four months, and five months of service and reviewed with the employee. Copies of this form shall be maintained in the department. After the five-month evaluation meeting, the department director shall submit the probationary evaluation form for the employee to the HR Department recommending confirmation of the appointment. If the department director plans to recommend separation from employment, a Recommended Action Form (from the Corrective Action Policy) shall be prepared and sent to the HR Department and City Manager for their approval and records.

Notwithstanding anything to the contrary, the city's probationary policy does not, nor is it intended to, convey property rights or constitute contractual agreements with new employees. At any time during the probationary period, a department director may recommend separation from employment of a probationary employee. A probationary employee who is separated from employment prior to or at the completion of the probationary period does not have the right to a hearing as provided by the city charter.

WORK PERIOD/WORK WEEK

Generally, the work week of the city begins at 12:00 AM on Sunday and ends at 11:59 PM the following Saturday. There are exceptions to the general work week as permitted by the Fair Labor Standards Act.

The work week for all full-time, regular employees is forty (40) hours per week. The work day generally is eight (8) hours. For shift personnel of the fire department, a work period is 648 hours in duration, consisting of twenty-seven (27) consecutive 24-hour periods, and beginning and ending according to the fire department's official schedule for each shift employee. For shift personnel of the police department, a work period is 336 hours in duration, consisting of fourteen (14) consecutive 24-hour periods, and beginning and ending according to the police department's official schedule for each shift employee.

The city does not "guarantee" work or work hours.

All employees who are non-exempt pursuant to the Fair Labor Standards Act must maintain an accurate record of daily hours worked. This record must be signed by both the employee and his/her

supervisor verifying the correctness of the hours worked and leave taken. All employees who are exempt pursuant to the Fair Labor Standards Act shall report any leave time used during a workweek. Each department manager shall approve and submit an attendance and leave record for their department to the finance department (payroll) at the end of each pay period.

SCHEDULING

The scheduling of shifts and work hours may vary among departments. Each department director is responsible for recommending to the City Manager any change in hours or shifts which may be deemed necessary. Upon approval by the City Manager the department head shall submit a written notice of the change to the HR Department and the Finance Department (payroll).

The city reserves the right to establish emergency call-in lists or to designate relief personnel who shall be expected to be available, and such assignment shall be considered as a condition of employment where applicable. Refusal of an employee to report for any work during an emergency call-in or for relief may render the employee subject to corrective action up to and including termination.

For safety reasons, no employee is to work beyond sixteen (16) cumulative hours in a given workday (with the exception of the Fire Department and for certain emergency situations). A minimum of eight (8) hours of off duty rest time is required before returning to work.

When it is necessary or desirable to change or adjust an employee's established work schedule, it is preferable that the changes are discussed with the employee(s) two (2) weeks prior to the change. This does not apply to emergency scheduling or relief duty.

EMPLOYEE STATUS CHANGES

Every appointment, promotion, transfer, demotion, dismissal, or other temporary or permanent change in the status of employees shall be approved by the HR Department and the City Manager. A record of such changes shall be maintained in the employee's personnel file.

Status Changes include:

- Promotion – A promotion is a movement upward at least three (3) pay grades within the pay plan that is not temporary work in a higher capacity. Approval by the department director, the HR Department, and the City Manager is required for a promotion.

When an employee is promoted, the employee and the respective department director shall have an initial thirty work day evaluation period in which to mutually agree that the promotion shall be confirmed.

If for any reason during the evaluation period the promoted employee decides to decline the promotion, the employee may do so and return to the position vacated at the former pay.

If, during the evaluation period, the department director determines that the promoted employee cannot perform the new, increased responsibilities in an acceptable manner, the department director may return the promoted employee to the position vacated and at the former pay.

The promotion may be confirmed at any time during the evaluation period. Normally, an individual may apply for a promotion to a position to another department only after a minimum of twelve (12) months from initial employment with the city or from receiving a promotion.

When it is in the interest of the city to allow an individual to apply for promotion within the twelve (12) months' time-frame, it shall be approved by the HR Department and the City Manager. Individuals may apply for promotions within their department after successful completion of the probationary period.

- Temporary Work in Higher Classification - Temporary work in a higher classification is a temporary assignment that is expected to last longer than two (2) consecutive work weeks. Pay for such assignments will follow the Wage and Salary Policy. An employee's rate of pay will not change for temporary work in a higher classification to last less than two (2) consecutive work weeks. The employee is responsible and accountable for the full range of duties during such assignment.

- Lateral Move – A lateral move is an assignment that is not temporary, from one position to another position less than three pay grades from the employee's current position. If the pay grade is higher, the employee will be moved to the same step in the higher pay grade. The city shall not, under normal circumstances, consider employees for lateral moves, unless extenuating circumstances (e.g., career pathing, the city's best interest, or reasonable accommodation for a disability) are shown.

- Demotion – A demotion is permanent movement from a higher pay grade to a lower pay grade. The demoted employee's rate of pay shall follow the Wage and Salary Policy.

An employee may not be promoted, temporarily assigned to work in a higher classification, laterally moved, or demoted without consent of the department director, the HR Department, and the City Manager.

OUTSIDE EMPLOYMENT OR BUSINESS INTERESTS

Outside employment of regular full-time employees must be reported to the department director. Full-time employment by the City of Kingsport is primary and shall be the overriding consideration in all

issues regarding outside employment. Outside employment or business interests of any employee shall not:

- cause a conflict of interest;
- be incompatible with the employee's position with the city;
- interfere with the satisfactory performance of the employee's duties;
- reflect discredit upon or create embarrassment for the city; or
- interfere with city work requirements, including work hours.

Department directors may make additional rules concerning outside employment that are not inconsistent with this policy.

HOLDING TWO CITY POSITIONS

Employment of a person in more than one city job is not encouraged. However, there may be times when this situation is advantageous to the city. A department director who wishes to employ a city employee in a second city job shall consult with the HR Department and the other department director. If following such consultation, it is determined that the action should proceed, both department directors requesting the action shall send a memorandum to the City Manager which sets forth the situation and requests approval for the appointment.

LIMITED SERVICE EMPLOYMENT

The city may, at its discretion, re-employ a person who is officially retired from the city when the following criteria are met:

- the retiree must be duly qualified and competent for performance of the duties of the position in which he/she is to be employed;
- there is a need for the retiree's service in such a position; and
- the employment of the retiree is advantageous to the city.

A retiree working in the capacity of limited service employment can be paid no more than the percentage of pre-retirement salary listed on the Tennessee Consolidated Retirement System (TCRS) Temporary Employment Report form for the appropriate year after retirement. During a twelve (12) month period the retiree shall not work more than one hundred twenty (120) days or the equivalent (nine hundred sixty (960) hours) dependent upon the needs of the city.

Persons officially retired from service with the city must wait sixty (60) calendar days from their effective date of retirement to be re-employed by the city unless:

- the HR Department certifies in writing to TCRS that no other qualified person is reasonably available; and
- the retiree returns to service in a position wherein the retiree renders no more than one-half the hours the retiree was scheduled to work prior to retirement.

Limited service employees are not eligible for city benefits other than those required by law and are not eligible to accrue additional retirement credit as a result of limited service employment.

EMPLOYMENT OF NON-CITIZENS

In compliance with the Immigration and Nationality Act (INA), as amended by the Immigration Reform and Control Act of 1986 (IRCA), the city shall not knowingly hire, recruit, or refer for a fee any individual who is not authorized to work in the United States. In addition, the city shall not knowingly continue to employ an undocumented worker or one who loses authorization to work; however, those hired before November 6, 1986 do not fall within this category.

All employees hired after November 6, 1986, regardless of national origin or citizenship, must provide documents that establish both identity and work authorization prior to any offer of work.

The city shall complete the USCIS Employment Eligibility Verification Form I-9 for every new employee – U.S. citizens and noncitizens. Documents proving identity and work authorization shall be in accordance with I-9 requirements.

RESIDENCY REQUIREMENT

While it is the policy of the City of Kingsport to encourage all its employees to live in the City of Kingsport, the employees holding the position of City Manager, City Recorder, City Attorney, Police Chief, Fire Chief, Public Works Director, Leisure Services Director, and Assistant City Manager shall reside within the corporate limits of Kingsport within one hundred twenty (120) days after assuming the position. These requirements may be modified or waived for good cause upon recommendation of the City Manager and concurrence of the BMA. This residence requirement shall not apply to any person holding any of the positions in an acting, interim, or temporary capacity and shall not be construed to conflict with state law. At the discretion of the City Manager, other employees may be required to live in the city or close to their responsibility center.

OTHER PROVISIONS

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees.

This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2017-215, VACATION LEAVE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Vacation Leave Policy Resolution No. 2017-215, effective May 16, 2017; and

WHEREAS, the city would like to amend the Vacation Leave Policy to allow employees in their initial probationary period to take vacation which has been accrued, with supervisor's approval.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2017-215 adopting a Vacation Leave Policy is amended as follows:

POLICY

Vacation leave is available for all board approved regular full-time employees. Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

<u>Board Approved Regular Full-Time</u>	<u>Vacation accrual rates: Service Time</u>
1 month* through 60 months of service:	6.67 hours per month (80 hours maximum per year)
61 through 156 months of service:	10 hours per month (120 hours maximum per year)
157 through 336 months of service:	13.33 hours per month (160 hours maximum per year)
337 months or more of service:	16.67 hours per month (200 hours maximum per year)

**For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15th day of the month. For employees with a hire date on or after the 16th of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes approved leave. Effective January 1, 2017, and prospectively, except as set out herein below, all prior service as a board approved full-time employee, working under the city manager, will be used in determining service time for vacation accrual rates only, except as otherwise required by law. This policy does not apply to employees who have received credit for previous service in determining accrual of vacation.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.* Any unused vacation leave beyond the annual designated accrual plus 80 hours will be forfeited. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is no longer accrued and is removed from the official record.

**By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may "accrue" it may not be used until the employee's request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city.

Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily – including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately proceeding notification of such error to the Human Resources Manager.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees.

This policy supersedes all policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Accept a Section 5307 Operations Grant from the Federal Transit Administration Grant and U.S. Department of Transportation

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

Action Form No.: AF-179-2019
Work Session: August 5, 2019
First Reading: N/A

Final Adoption: August 6, 2019
Staff Work By: Chris Campbell
Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

Annually, the Board of Mayor and Aldermen is required to approve a resolution authorizing the filing of an application with the Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. This application provides funding for operation expenditures of fixed route bus and ADA/Handicapped transportation services.

Below are the program category amounts budgeted for the next annual operation cycle:

Federal Transit Administration	\$907,800
Tennessee Dept. of Transportation	\$408,900
City of Kingsport	\$408,900
Total	\$1,725,600

City's local share was budgeted during FY 18/19.

Attachments:

1. Resolution
2. Contract

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2019-2020

WHEREAS, Federal Transit Administration Section 5307 Grant Funds in the total amount of \$1,726,600.00, including a \$408,900.00 local match, are available for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2019-2020; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$408,900.00 local match is available in account number 123-000-101-00-00 (FTA 023).

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Federal Transit Administration Section 5307 Grant Funds, in the total amount \$1,725,600.00, including a \$408,900.00 local match, including a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for operation of a fixed route bus service and ADA/handicapped transportation service for fiscal year 2019-2020.

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 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

DOT

U.S. Department of Transportation

FTA

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	TN-2019-023-00
Temporary Application Number	5097-2019-1
Award Name	5307 Kingsport FFY 17 & 18 for FY 19-20 Operations and Preventive Maintenance Application
Award Status	Active (Executed)
Award Budget Number	0

Part 1: Recipient Information

Name: Kingsport, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
5097	City	CITY OF KINGSPORT	079027579

Location Type	Address	City	State	Zip
Headquarters	225 W CENTER ST	KINGSPORT	TN	376604265
Physical Address	225 W CENTER ST	KINGSPORT	TN	37660
Mailing Address	225 WEST CENTER STREET	KINGSPORT	TN	37660

Union Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title: 5307 Kingsport FFY 17 & 18 for FY 19-20 Operations and Preventive Maintenance Application

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TN-2019-023-00	Active (Executed)	Grant	4/24/2019	4/24/2019	No

Award Start Date

7/19/2019

Award End Date

3/30/2024

Award Executive Summary

Section 5307 Operations & Preventive Maintenance Grant Application to provide transit services within the City of Kingsport. The application requests annual operation funds to support transit services and capitalized preventive maintenance funds to help fund vehicle maintenance. The application starts 7/1/19 & ends 3/30/2024. The amounts listed below are from the respective federal fiscal years apportionments:

Total Federal Application Dollars: \$907,800. The total Federal funding comes from the following apportionments: (FY-18 \$900,738 + FY-17 \$7,062 = 907,800). TDOT's split allocation letters for each year are attached in the document management section of this grant.

1) A portion of FY-18 Allocation: \$900,738. The remaining balance of FY-18 allocation funds (\$71,086 Federal Dollars) will be used for future grant opportunities.

2) Remaining balance of FY-17 allocation funds: \$7,062 Federal Dollars. Original FY-17 Total Allocation: \$940,593. Previously programmed \$525,116 to grant TN-2018-019 and \$408,415 to TN-2017-039. ($\$940,593 - \$7,062 - \$525,116 - \$408,415 = \$0$)

TDOT Multimodal is the Designated Recipient for 5307 Funds. KATS is a Direct Recipient of the Section 5307 Funds. The total funding for this grant is as follows: \$1,725,600 Total; \$907,800 Federal; \$408,900 State; \$408,900 Local. The City of Kingsport Matching dollars will come from City General Fund Balance (Attached Funding Resolution). The funds in this grant application will be used within the Kingsport Small UZA.

The operation part of the grant provides funding for the support of the City's fixed route bus service and ADA paratransit services. The estimated time of the project for operations is 7/1/19 thru 6/30/21. The funding breakdown is as follows: \$1,575,600 Total; \$787,800 Federal -50% Matching; \$393,900 State - 25% Matching; \$393,900 Local - 25% Matching

The request to capitalize preventive maintenance is to help offset the cost of KATS daily operation cost of vehicle preventive maintenance costs. The estimated period of performance of the project for Capital is 7/1/19 thru 6/30/21. We do not anticipate purchasing any items over \$5K using these funds over the next year. The funding breaks down as follows: \$150,000 –Total; \$120,000 - 80% Federal; \$15,000 - 10% State; \$15,000 - 10% Local.

The City of Kingsport will follow all 3rd party procurement policies as defined in C4220.1F. The City will ensure contractors procured will not be on the FTA Suspension and Debarment list. 1.10%, or \$10,000, of the 5307 funds in this application will be used for security officers to patrol routes and transit facilities.

The STIP has been uploaded to TRAMS and the approval date is 11/3/2016. The transit portion of the TIP supporting Operations is located on page 51, TIP#-PT-1. TIP supporting Capital is located on page 52, TIP# PT-2a. There is no request in the application for funding of any research and development projects. The TDOT allocation letters have also been uploaded to TRAMS. The grantee will not apply indirect cost rates to activities.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	layana.george@dot.gov	Student Trainee (General Engineer)		
	andres.ramirez@dot.gov	General Engineer		
Chris	Campbell	Transit Manager	chriscampbell@kingsporttn.gov	423-229-9400

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$907,800
Local			\$408,900
Local/In-Kind			\$0
State			\$408,900
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,725,600

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TN-2019-023-01-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$120,000.00	\$30,000.00	\$150,000.00	1
TN-2019-023-01-00	11.7A.00 PREVENTIVE MAINTENANCE	\$120,000.00	\$30,000.00	\$150,000.00	1
TN-2019-023-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$787,800.00	\$787,800.00	\$1,575,600.00	2
TN-2019-023-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$393,900.00	\$393,900.00	\$787,800.00	1
TN-2019-023-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$393,900.00	\$393,900.00	\$787,800.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TN-90-X459	TN-2019-023-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	470000	Tennessee	2018.25.90.91.2	00	Urbanized Area Formula Grants	\$120,000	\$120,000
TN-90-X459	TN-2019-023-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	470000	Tennessee	2018.25.90.91.2	04	Urbanized Area Formula Grants	\$787,800	\$787,800

Part 3: Project Information

Project Title: Kingsport FY 19-20 Operations and Preventive Maintenance Application
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Project Number	Temporary Project Number	Date Created	Start Date	End Date
TN-2019-023-01-00	5097-2019-1-P1	4/25/2019	7/1/2019	6/30/2021

Project Description

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The City of Kingsport will follow all 3rd party procurement policies as defined in C4220.1F. The City will ensure contractors procured will not be on the FTA Suspension and Debarment list. 1.10%, or \$10,000, of the 5307 funds in this application will be used for security officers to patrol routes and transit facilities.

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Project Benefits

Public transportation is a crucial part of the solution to Kingsport's economic, energy, and environmental challenges - helping to bring a better quality of life. People are using public transportation in greater numbers. Every segment of Kingsport's society - individual, families, neighborhoods, and businesses - benefits from public transportation. Public transportation is a safe and affordable way to commute that saves energy, reduces traffic congestion and helps the environment. It has many benefits for individuals and our community.

Additional Information

Kingsport is a city in Sullivan, Hawkins and Washington counties in the state of Tennessee. The most recent population 53,558. Kingsport is the largest city in the Kingsport-Bristol-Johnson City, TN-VA Metropolitan Statistical Area (MSA), which had a population of 309,544 as of 2010. The Metropolitan Statistical Area is a component of the Johnson City-Kingsport-Bristol, TN-VA Combined Statistical Area-commonly known as the "Tri-Cities" region.

Location Description

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Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
470000	Tennessee
472370	Kingsport, TN-VA

Congressional District Information

State	District	Representative
Tennessee	1	David P Roe

Program Plan Information**STIP/TIP**

Date: 11/3/2016

Description: The regional MPO TIP for this project was adopted November 3, 2016. Project PT-1 (pdf page 1) is related to the operations portion of this application. Project PT-2a (pdf page 2) is related to the capital portion of this application.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: 6/3/2017

Description: The regional MPO Long Range Transportation Plan for this project was adopted June 3, 2017. Public Transportation is discussed on pdf pages 65-73.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$907,800
Local			\$408,900
Local/In-Kind			\$0
State			\$408,900
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,725,600

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TN-2019-023-01-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$120,000.00	\$30,000.00	\$150,000.00	1

TN-2019-023-01-00		11.7A.00	PREVENTIVE MAINTENANCE	\$120,000.00	\$30,000.00	\$150,000.00	1
TN-2019-023-01-00	300-00 (300-A1)		OPERATING ASSISTANCE	\$787,800.00	\$787,800.00	\$1,575,600.00	2
TN-2019-023-01-00		30.09.01	UP TO 50% FEDERAL SHARE	\$393,900.00	\$393,900.00	\$787,800.00	1
TN-2019-023-01-00		30.09.01	UP TO 50% FEDERAL SHARE	\$393,900.00	\$393,900.00	\$787,800.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Funds for preventive maintenance of KATS service vehicles. Funds will come from allocation of Section 5307 Funds. Examples of maintenance expenses include gas, oil changes, alignment, tire replacement, brake fluid, car washes and other similar items. We do not anticipate purchasing any items over \$5K using these funds over the next year. Estimated time of the project for preventive maintenance is start date 7/1/19 to 6/30/2020. The local match will be cash from Kingsport's general fund account.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$120,000
Local			\$15,000
Local/In-Kind			\$0
State			\$15,000
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$150,000

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2019	Funds for preventive maintenance of KATS service vehicles. Funds will come from allocation of Section 5307 Funds. We do not anticipate purchasing any items over \$5K using these funds over the next year. Estimated time of the project for preventive maintenance is start date 7/1/19 to 6/30/2020.
End Date	6/30/2020	Funds for preventive maintenance of KATS service vehicles. Funds will come from allocation of Section 5307 Funds. We do not anticipate purchasing any items over \$5K using these funds over the next year. Estimated time of the project for preventive maintenance is start date 7/1/19 to 6/30/2020.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Annual operations application request for funding of Section 5307 Operating assistance. The funding will provide assistance for operation of fixed route bus service and ADA paratransit service. The matching dollars for this grant will be funded through 25% State and 25% local matching. The local match will be cash from Kingsport's general fund account. Estimated time of the project for this activity is start date 7/1/20 to 6/30/2021.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$393,900
Local			\$196,950
Local/In-Kind			\$0

State	\$196,950
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$787,800

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2020	Annual operations application request for funding of Section 5307 Operating assistance. The funding will provide assistance for operation of fixed route bus service and ADA paratransit service. The matching dollars for this grant will be funded through 25% State and 25% local matching. The local match will be cash from Kingsport's general fund account. Estimated time of the project for this activity is start date 7/1/20 to 6/30/2021.
End Date	6/30/2021	Annual operations application request for funding of Section 5307 Operating assistance. The funding will provide assistance for operation of fixed route bus service and ADA paratransit service. The matching dollars for this grant will be funded through 25% State and 25% local matching. Estimated time of the project for this activity is start date 7/1/20 to 6/30/2021.

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Annual operations application request for funding of Section 5307 Operating assistance. The funding will provide assistance for operation of fixed route bus service and ADA paratransit service. Examples of operating expenses include salaries, wages, benefits, office supplies, utilities, training, and other similar items. The matching dollars for this grant will be funded through 25% State and 25% local matching. Estimated time of the project for this activity is start date 7/1/19 to 6/30/2020. The local match will be cash from Kingsport's general fund account.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
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5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$393,900
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State			\$196,950
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$787,800

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2019	Annual operations application request for funding of Section 5307 Operating assistance. The funding will provide assistance for operation of fixed route bus service and ADA paratransit service. The matching dollars for this grant will be funded through 25% State and 25% local matching. The local match will be cash from Kingsport's general fund account. Estimated time of the project for this activity is start date 7/1/19 to 6/30/2020.
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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$393,900.00	\$787,800.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

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Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$393,900.00	\$787,800.00

Finding: Class II(c) - Categorical Exclusions (C-List)

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Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$120,000.00	\$150,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	andres.ramirez@dot.gov
Comment Type	FTA Post Review Comments for Grantee
Date	5/21/2019
Comment	<p>GENERAL</p> <p>Please include the total dollar amounts FFY 2017 apportionments and reconcile with the amount in this grant application. Please list the amounts applied in previous applications including grant numbers. If applicable, please mention any leftover amounts for future applications.</p> <p>Please include in ALL ALI's extended budget descriptions the type (cash, etc.) and source of the local match. Please adjust Period of Performance End Date to reflect 03/30/2024.</p> <p>ALIs 30.09.01 UP TO 50% FEDERAL SHARE</p> <p>Please revise period of performance in the extended budget description to match milestones dates. Max. 1 year per ALI.</p>

Comment By **andres.ramirez@dot.gov**

Comment Type FTA Post Review Comments for Grantee

Date 6/25/2019

Comment 1)Please adding TDOT's split letter(s) in the attachments section of the grant and include a reference in the Executive Summary to these attachments.
2)Please add a statement in the Executive Summary certifying that the funds in this grant application will be used within Kingsport's Small UZA.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-25, October 1, 2018)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Kingsport, City Of

Recipient ID: 5097

DUNS No: 079027579

Award Information

Federal Award Identification Number: TN-2019-023-00

Award Name: 5307 Kingsport FFY 17 & 18 for FY 19-20 Operations and Preventive Maintenance Application

Award Start Date: 7/19/2019

Award End Date: 3/30/2024

Award Executive Summary: Section 5307 Operations & Preventive Maintenance Grant Application to provide transit services within the City of Kingsport. The application requests annual operation funds to support transit services and capitalized preventive maintenance funds to help fund vehicle maintenance. The application starts 7/1/19 & ends 3/30/2024. The amounts listed below are from the respective federal fiscal years apportionments:

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The operation part of the grant provides funding for the support of the City's fixed route bus service and ADA paratransit services. The estimated time of the project for operations is 7/1/19 thru 6/30/21. The funding breakdown is as follows: \$1,575,600 Total; \$787,800 Federal -50% Matching; \$393,900 State - 25% Matching; \$393,900 Local - 25% Matching

The request to capitalize preventive maintenance is to help offset the cost of KATS daily operation cost of vehicle preventive maintenance costs. The estimated period of performance of the project for Capital is 7/1/19 thru 6/30/21. We do not anticipate purchasing any items over \$5K using these funds over the next year. The funding breaks down as follows: \$150,000 –Total; \$120,000 - 80% Federal; \$15,000 - 10% State; \$15,000 - 10% Local.

The City of Kingsport will follow all 3rd party procurement policies as defined in C4220.1F. The City will ensure contractors procured will not be on the FTA Suspension and Debarment list. 1.10%, or \$10,000, of the 5307 funds in this application will be used for security officers to patrol routes and transit facilities.

The STIP has been uploaded to TRAMS and the approval date is 11/3/2016. The transit portion of the TIP supporting Operations is located on page 51, TIP#-PT-1. TIP supporting Capital is located on page 52, TIP# PT-2a. There is no request in the application for funding of any research and development projects. The TDOT allocation letters have also been uploaded to TRAMS. The grantee will not apply indirect cost rates to activities.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$1,725,600.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$907,800.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$817,800.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$907,800.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$817,800.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$907,800
Local			\$408,900
Local/In-Kind			\$0
State			\$408,900
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,725,600

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurrs - Certified
Original Certification Date: 7/18/2019

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
yvette.taylor@dot.gov
Regional Administrator

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: yvette.taylor@dot.gov
Award Date: 7/19/2019

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Chris Campbell
Transit Manager
Kingsport, City Of
7/19/2019



AGENDA ACTION FORM

Approval of Easements and Rights-of-Way

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

Action Form No.: AF-180-2019
Work Session: August 5, 2019
First Reading: August 6, 2019
Final Adoption: August 6, 2019
Staff Work By: R. Trent; M. Hickman
Presentation By: R. McReynolds

Recommendation:
Approve the offers.

Executive Summary:

In order to extend sanitary sewer services to serve the Border Regions area, the Public Works Department has requested easements and rights-of-way across affected properties. Appraisals have been prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicates the fair market value as per the below property owners.

Table with 4 columns: Tax Map/Parcel, Property Owner, Easement/ROW Area, Appraisal Value. Contains two rows of property data.

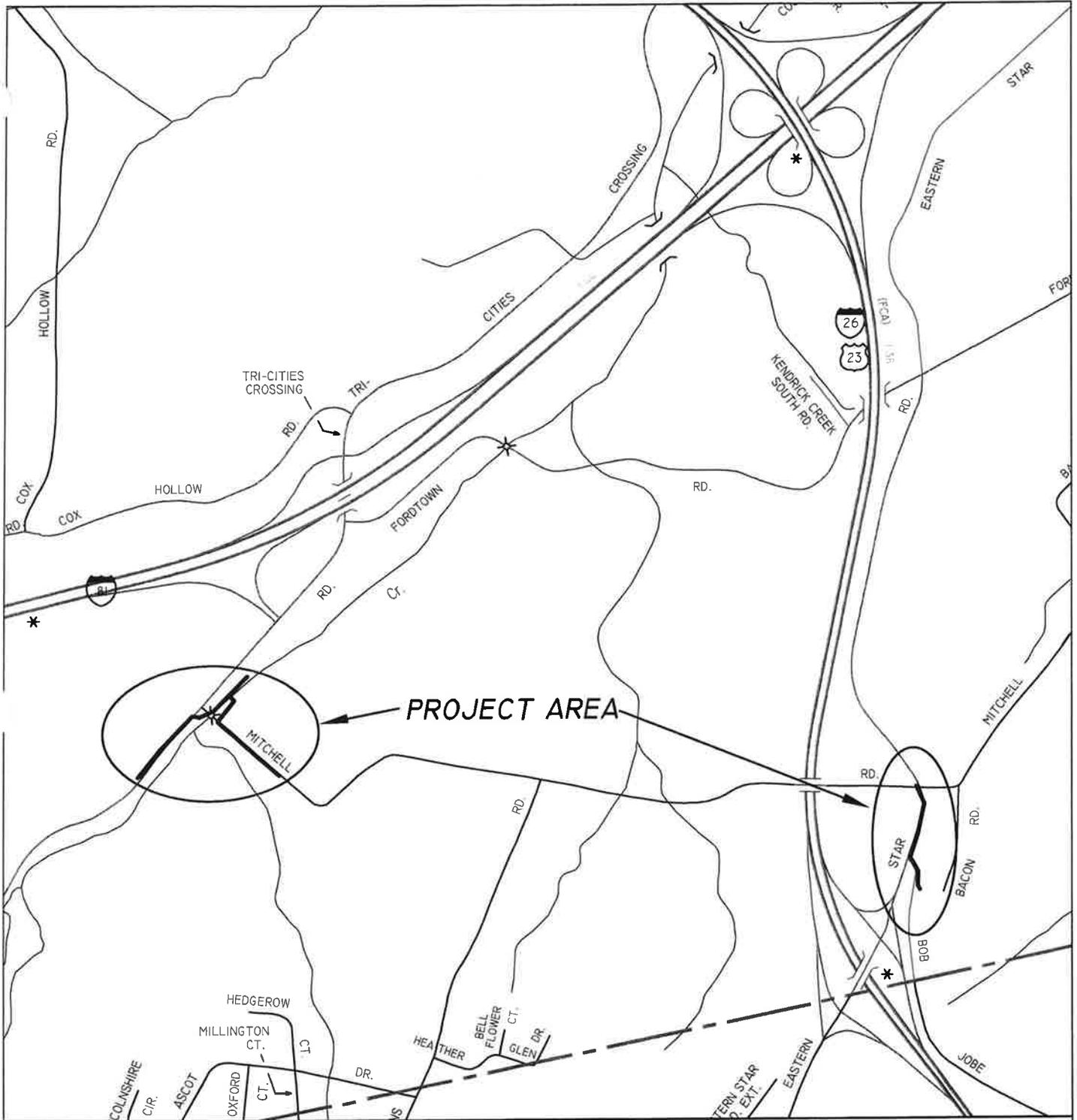
This project will be funded under #SW1801.

Attachments:

- 1. Project Location Map

Funding source appropriate and funds are available: [Signature]

Table with 3 columns: Y, N, O. Lists names: Adler, Cooper, Duncan, George, Olterman, Phillips, Shull.



EXTENSION OF GRAVITY SANITARY SEWER FACILITIES TO BORDER REGIONS AREAS 1&3 (FORDTOWN RD., MITCHELL RD., & BOB JOBE RD.)

2018-C21



AGENDA ACTION FORM

Amend the Community Agreement with Keep Kingsport Beautiful

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

Action Form No.: AF-188-2019
Work Session: August 5, 2019
First Reading: N/A

Final Adoption: August 6, 2019
Staff Work By: McCartt, Chris
Presentation By: McCartt, Chris

Recommendation:
Approve the Resolution.

Executive Summary:

The city does an annual community services agreement to provide financial assistance to nonprofit organizations and not-for-profit corporations. The agreements were approved at the June 2, 2019 business meeting

Keep Kingsport Beautiful is applying for grant funds and has requested an amendment to their agreement, changing the payment schedule from two payments throughout the year, to just one payment. Funds are already budgeted and are available in line item 110-1005-405-8017.

Attachments:

1. Resolution
2. Agreement with Keep Kingsport Beautiful

Funding source appropriate and funds are available: *Ja* _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT THE AGREEMENT WITH KEEP KINGSPORT BEAUTIFUL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in June, 2019 the board approved a resolution authorizing the mayor to sign an annual agreement with Keep Kingsport Beautiful for to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, Keep Kingsport Beautiful has requested to amend the agreement to change the payment schedule from two payments, to one; and

WHEREAS, funds are already budgeted and are available in line item 110-1005-405-8017.

Now therefore,

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

SECTION I. That an amendment to the agreement with Keep Kingsport Beautiful is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement of Keep Kingsport Beautiful and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AGREEMENT
BETWEEN
THE CITY OF KINGSPORT, TENNESSEE
AND
THE KINGSPORT CHAMBER FOUNDATION
"KEEP KINGSPORT BEAUTIFUL PROGRAM"**

THIS AGREEMENT made and entered into as of this 1st day of July, 2019, by and between the City of Kingsport, hereafter called "CITY" and, the Kingsport Chamber Foundation hereafter called "FOUNDATION".

WITNESSETH:

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.

2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
- Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
- Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
- Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
- Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
- Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
- Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
- Coordinating the annual Conservation Camp for 4th graders.
- Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
 - Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
 - Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

3. MAXIMUM PAYMENT. It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THREE THOUSAND AND NO DOLLARS and NO/100 (\$43,000.00).

4. REQUEST FOR REIMBURSEMENT. CITY will pay the amount set out in Section 3 in one payment of FORTY THREE THOUSAND AND NO DOLLARS and NO/100 (\$43,000.00). FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. REIMBURSEMENT BY CITY. CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. AUDITS. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. CHANGES. Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. ASSIGNMENT AND SUBLETTING. FOUNDATION will not assign any rights to funds without prior written authorization from CITY.

10. TERMINATION. This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.

11. CHANGED CONDITIONS AFFECTING PERFORMANCE. FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

12. ASSURANCES. FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. OPERATING INFORMATION. FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

14. PROJECT TERM. CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2019 to June 30, 2020. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2019. In no event will CITY participate in project expenses incurred after June 30, 2020.

15. REPORTING. FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

16. INDEPENDENT CONTRACTOR. FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.

17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of August, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY