

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JULY 21, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Ruth Carpenter, Master Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. July 7, 2015

6. PROCLAMATIONS/PRESENTATIONS

**7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY
(Other than items scheduled for public hearing.)**

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____
A Resolution Authorizing the City of Morristown to Participate in The Pool's "Safety Partners" Matching Grant Program.
2. Resolution No. _____
A Resolution to Authorize Cooperative Purchasing Agreements for the Use and Benefit of all City Departments.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Bid/Contract for Resurfacing of city streets to Summers-Taylor, Inc. in the amount of \$1,000,000.
2. Agreement between the City of Morristown and Morristown-Hamblen Humane Society for the 2015-16 fiscal year in the amount of \$137,890; pending approval by Hamblen County Commission.
3. Agreement between the City of Morristown and the State of Tennessee Department of Transportation for the Turkey Creek Greenway – Phase 5 in the amount of \$844,868.75 with a 20% local match of \$168,973.75.
4. Proposal from Strategic Services Company, LLC in the approximate amount of \$5,000 per month, not to exceed \$30,000, through December 31, 2015 for staff augmentation services as directed by the City Administrator.
5. Proposal from Strategic Services Company, LLC for the not to exceed amount of 63,760 for evaluation of certain city owned buildings: City Center, Humane Society Building, Public Works Complex, Purchasing Warehouse, Talley-Ward Recreation Building, Rose Center, Fire Station #3 and Fire Station #4.
6. Change Order #2 in the amount of \$24,998 to Hale Construction for additional electrical work at Morristown Farmers Market.
7. Purchase of 2015 Ram 2500 Crew Cab 4X4 for Fire Department (Staff Vehicle) from TT of Columbia in the amount of \$29,966.

9-d. Board/Commission Appointments

9-e. New Issues

1. Certificate of Compliance for Gauri J. Patel owner of the retail package store located at 1506 S. Cumberland Street; DBA The Package Store.
2. Letter of Intent for the City of Morristown to sell Roberts School to Douglas-Cherokee Economic Authority, Inc. in the amount of \$180,000.
3. Police department hiring of five (5) Entry-level Patrol Officer(s); pending meeting all entry-level requirements.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

August 4, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 7-8, 2015	(Fri. – Sat) noon-noon	City Council Annual Planning Retreat
		Meadowview Conference Center, Kingsport, TN
August 18, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
August 18, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 1, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 7, 2015	(Monday)	City Employee's Holiday (Labor Day)
September 15, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
September 15, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 6, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
October 20, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
JULY 21, 2015
5:00 p.m.

1. No Work Session Scheduled.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JULY 7, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, July 7, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Mark Campbell, Chaplain Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Mayor Chesney advised Council that prior to approval and adoption of the agenda an item needed to be added. The addition is to item 9-d. Board/Commission Appointments for an opening on the Humane Society Board.

Councilmember Alvis made a motion to approve both the June 16, 2015 and June 26, 2015 minutes as circulated and to adopt the July 7, 2015 agenda. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented the GFOA Certificate of Achievement for Excellence in Financial Reporting to Administrative Services Director Larry Clark.

A Public Hearing was held regarding Ordinance No. 3521.

Councilmember Pedigo made a motion to approve Ordinance No. 3521 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3521

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Portion of Lennie Avenue right-of-way between Crescent Street at South Henry Street.}

A Public Hearing was held regarding Ordinance No. 3522. The following people spoke regarding Ordinance No. 3522: Nigel Reid.

Councilmember Garrett made a motion to approve Ordinance No. 3522 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3522

An Ordinance Setting the Tax Rate at \$1.114 for the Fiscal Year 2015-2016.

A Public Hearing was held regarding the following Budget Amendment Ordinances: No. 3504.10, 3504.11, 3504.12 and 3504.13. The following people spoke regarding these ordinances: Nigel Reid.

Councilmember Alvis made a motion to approve Ordinance No. 3504.10, 3504.11, 3504.12 and 3504.13 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3504.10

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$1,027,825 for Year End Budget Amendment of the General Fund.

Ordinance No. 3504.11

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$160,000 for Year End Budget Amendment of the CDBG Fund.

Ordinance No. 3504.12

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$17,000 for Year End Budget Amendment of the Narcotics Fund.

Ordinance No. 3504.13

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$1,153,500 for Year End Budget Amendment for the Self-Insurance Fund.

Councilmember Bivens made a motion to award a grant contract from the State of Tennessee, Department of Transportation Aeronautics Division in the amount of \$19,800 for airport general maintenance; 50% local match. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the HOME Federal Grant Program Contract from the State of Tennessee Housing Development Agency in the amount of \$375,000 for low income family rehab, no local match required. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the agreement between the State of Tennessee Department of Transportation and the City of Morristown for Resurfacing of West Andrew Johnson Hwy from North Fairmont Ave to West Morris Blvd. PIN#121752.00, State Project # 32LPLM-F3-053, in the amount of \$375,092; 20% local match. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Amendment #1 to General Engineering Services agreement with McGill & Associates for continuation of professional engineering services in the additional amount of \$40,000. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Proposal from LDA Engineering for quality control testing and observation services during construction for the Vantage View/Havley Springs Stormwater Project in the budgeted amount of \$32,200. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the purchase from GameTime for playground equipment to be located at Rotary Place in Fred Miller Park and supervision of installation in the amount of \$57,073. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis nominated Maxine Craig to fill the unexpired term of Kim Hall on the Morristown/Hamblen County Humane Society Board. Councilmember Pedigo moved that nominations cease and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the nomination of Maxine Craig to fill the unexpired term of Kim Hall on the Morristown/Hamblen County Humane Society Board. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Cox reported to Council the City of Morristown currently has a contract with Goodwill Industries to process recyclable materials. Goodwill Industries has a problem with equipment and are not currently able to manage our material. I have authorized an emergency contract with an alternative vendor. If the problem is not resolved we will need to do something else.

Mayor Chesney adjourned the July 7, 2015 City Council meeting at 5:51 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN TO PARTICIPATE IN The Pool's "Safety Partners" Matching Grant Program.

WHEREAS, the safety and well being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through the Pool.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 21st day of July in the year of 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING
AGREEMENTS FOR THE USE AND BENEFIT OF ALL CITY DEPARTMENTS**

WHEREAS, Tennessee Code Annotated (TCA) §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Tennessee state law was amended at the request of the Tennessee Association of Public Purchasing and the Tennessee Municipal League for all Tennessee municipalities to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

WHEREAS, Tennessee Code Annotated, Section 12-3-1205, states as follows:

- (1) Notwithstanding any other law to the contrary, any municipality county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

WHEREAS, The City of Morristown desires to take advantage of this law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Morristown, Tennessee, assembled in Regular Session, this *21st* day of *July, 2015* shall hereby agree to the terms of the law and authorize the use of the following master cooperative purchasing agreements whose membership is voluntary and of no cost to the city as per attached exhibits:

- 1) National Joint Powers Alliance (NJPA). *(See Exhibit 1)*
- 2) Houston-Galveston Area Council. *(See Exhibit 2)*
- 3) U.S. Communities Government Purchasing Alliance. *(See Exhibit 3)*

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this _____ day of _____, 2015.

Tony Cox, City Administrator

Date

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this _____ day of _____, 20____, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and _____ hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 as a service cooperative (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

Member Name:

**National Joint Powers Alliance®
202 12th Street NE
Staples, MN 56479**

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER



ORGANIZATION INFORMATION (Required Information)**

Applicant Name: ** City of Morristown

Address: ** 100 W. 1st North St. P.O. Box 1499

City, State, Zip ** Morristown, TN 37814

Federal ID Number: _____

Contact Person: ** Cathy Cummings

Title: ** Purchasing Assistant

E-mail: ** ccummings@mymorristown.com

Phone: (423) 585-4622

Website: www.mymorristown.com

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

☐ K-12

☒ Government or Municipality (please specify: Municipality)

☐ Higher Education

☐ Other (please specify: _____)

I WAS REFERRED BY: (please specify)

☐ Advertisement

☐ Current NJPA Member

☐ Vendor Representative

☐ Trade Show

☐ NJPA Website

☐ Other

Completed applications may be returned to:

National Joint Powers Alliance ®

202 12TH Street NE

Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * The City of Morristown, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 100 W. 1st North Street, Morristown, TN 37814

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 07/21/2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 07/01/2015 and ends * 06/30/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*** City of Morristown**

Name of End User (*local government, agency, or non-profit corporation*)

*** 100 W. 1st North Street**

Mailing Address

*** Morristown** TN 37814

City State ZIP Code

***By:**

Signature of chief elected or appointed official

*** Tony Cox, City Administrator 07/21/2015**

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

**Denotes required fields*

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**
P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: City of Morristown County Name: Hamblen
(Municipality/County/District/etc.)

Mailing Address: PO Box 1499 Morristown TN 37814
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (423) 581-0100 **FAX Number:** (423) 585-4687

Physical Address: 100 W. 1st North Street Morristown TN 37814
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.mymorristown.com

Official Contact: Joey Barnard Title: Finance/ Purchasing Manager
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: PO Box 1499 **Ph No.:** (423) 585-4614
(Street Address/P.O. Box) **Fx No.:** (423) 585-4687
Morristown TN 37814 **E-Mail Address:** jbarnard@mymorristown.com
(City) (State) (ZIP Code)

Authorized Official: Tony Cox Title: City Administrator
(Mayor/City Manager/Executive Director etc.)

Mailing Address: PO Box 1499 **Ph No.:** (423) 585-4603
(Street Address/O.O. Box) **Fx No.:** _____
Morristown TN 37814 **E-Mail Address:** tc Cox@mymorristown.com
(City) (State) (ZIP Code)

Official Contact: Casey Cummings Title: Purchasing Assistant
(Purchasing Agent/Auditor etc.)

Mailing Address: PO Box 1499 **Ph No.:** (423) 585-4622
(Street Address/O.O. Box) **Fx No.:** (423) 585-4687
Morristown TN 37814 **E-Mail Address:** ccummings@mymorristown.com
(City) (State) (ZIP Code)

Official Contact: Paul Brown Title: Director of Public Works
(Public Works Director/Police Chief etc.)

Mailing Address: 400 Dice Street **Ph No.:** (423) 585-4658
(Street Address/O.O. Box) **Fx No.:** _____
Morristown TN 37813 **E-Mail Address:** pbrown@mymorristown.com
(City) (State) (ZIP Code)

Official Contact: Bill Honeycutt Title: Fire Chief
(EMS Director/Fire Chief etc.)

Mailing Address: PO Box 1499 **Ph No.:** (423) 585-4655
(Street Address/O.O. Box) **Fx No.:** _____
Morristown TN 37814 **E-Mail Address:** bhoneycutt@mymorristown.com
(City) (State) (ZIP Code)

* denotes required fields

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U.S. COMMUNITIES™ GOVERNMENT PURCHASING ALLIANCE



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

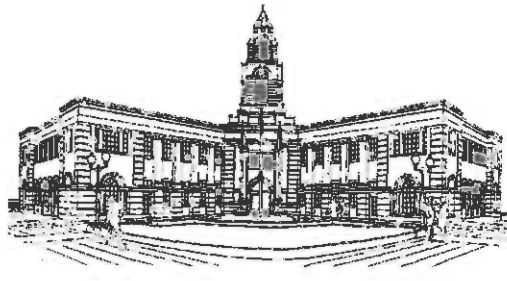
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Morristown (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate by Participating Public Agencies.

I understand that the purchase of one or more products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

Date



Morristown City Council Agenda Item Summary

Date: July 15, 2015

Agenda Item: Approval of Bid – Asphalt Resurfacing

Prepared by: Joey Barnard

Subject: Asphalt Bid – Asphalt Resurfacing

Background/History: The City of Morristown finds that it is efficient and effective to contract for the asphalt resurfacing of city streets.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on June 24, 2015 and on July 1, 2015. Additionally, the bid was posted to the City of Morristown's website and was submitted to the Builders Exchange of Tennessee and McGraw-Hill/Dodge Plan Room. The submission deadline was 2:00 PM on Wednesday, July 8, 2015. We received one bid from Summers-Taylor, Inc.

Financial Impact: It is the goal to expend up to the budgeted \$1 million to resurface city streets.

Action options/Recommendations: It is staff recommendation to approve the bid submitted by Summers-Taylor Inc. for asphalt resurfacing.

Attachments: Copy of the Bid Tabulation

City of Morristown
Asphalt Resurfacing Bid
Wednesday, July 8th, 2015 2:00 p.m.

Item		Description	Unit	Summers-Taylor Unit Price	Unit Price	Unit Price	Unit Price
Section I							
307		Asphaltic Concrete Mix (PG64-22) Grading A	tons	\$ 91.50			
307		Asphaltic Concrete Mix (PG64-22) Grading A-S	tons	\$ 83.10			
307		Asphaltic Concrete Mix (PG70-22) Grading A-S	tons	\$ 86.60			
307		Asphaltic Concrete Mix (PG64-22) Grading B-M	tons	\$ 95.70			
307		Asphaltic Concrete Mix (PG70-22) Grading B-M	tons	\$ 99.90			
307		Asphaltic Concrete Mix (PG64-22) Grading C	tons	\$ 93.90			
307		Asphaltic Concrete Mix (PG70-22) Grading C	tons	\$ 99.70			
307		Asphaltic Concrete Mix (PG64-22) Grading CS	tons	\$ 107.25			
307		Asphaltic Concrete Mix (PG70-22) Grading CS	tons	\$ 117.00			
403		Bituminous Tack Coat	gals	\$ 3.50			
407-02		Milling Asphalt- Preparation for Resurfacing	tons	\$ 24.70			
411		Asphaltic Concrete Mix (PG70-22) Grading D	tons	\$ 113.00			
411		Asphaltic Concrete Mix (PG64-22) Grading D	tons	\$ 107.25			
411		Asphaltic Concrete Mix (PG64-22) Grading E RDWY	tons	\$ 104.30			
411		Asphaltic Concrete Mix (PG64-22) Thin Lift CS	tons	\$ 113.50			
411		Asphaltic Concrete Mix (PG64-22) Thin Lift D	tons	\$ 114.00			
411		Asphaltic Concrete Mix (PG70-22) Grading E RDWY	tons	\$ 113.75			
Section II							
		Maintenance Milling (Corrective and Repair Work)	sq. yd.	\$ 17.80			
403		Bituminous Tack Coat	gals	\$ 3.50			
307		Asphaltic Concrete Mix (PG64-22) Grading B-M	tons	\$ 152.50			
307		Asphaltic Concrete Mix (PG70-22) Grading C	tons	\$ 154.50			
411-02.10		Asphaltic Concrete Mix (PG70-22) Grading D	tons	\$ 170.75			
411-03.10		Asphaltic Concrete Mix (PG76-22) Grading D	tons	\$ 176.75			
411		Asphaltic Concrete Mix (PG64-22) Grading E RDWY	tons	\$ 161.25			
		Mobilization (per job)	each	\$ 2,500.00			
Section III							
303.01		Mineral Aggregate Base Type "A" Grading D	tons	\$ 34.90			
307		Asphaltic Concrete Mix (PG64-22) Grading B-M	tons	\$ 101.75			
307		Asphaltic Concrete Mix (PG64-22) Grading C	tons	\$ 100.00			
403		Bituminous Tack Coat	gals	\$ 3.50			
411		Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY	tons	\$ 112.00			
Deduct- Unit price reduction per ton for each additional 5% RAP used in various 307 binder grade mix types				\$ (1.10)			

Item	Description	Unit	Unit Price	Unit Price	Unit Price
Section IV					
405	Mineral Aggregate for Bituminous Seal Coat	tons	\$	28.20	
303.01	Mineral Aggregate Base Type "A" Grading D	tons	\$	58.00	
411-33.34	Stamped Asphalt Pattern				
	"Streetprint" Diagonal Herringbone (stenna)				
	Stacked Brick Border (slate)				
503	Milling Concrete Pavement	sq. yd.	\$	121.75	
	Engineering Fabric	sq. yd.	\$	34.80	
	Raise Existing Manhole/ Raise Existing Catch Basin	sq. yd.	\$	5.00	
	Raise Existing Water Valve	each	\$	829.25	
716.06	Painted Pavement Marking Line	each	\$	226.75	
	4" Double Solid Yellow Centerline (unit cost for line pair)		\$	0.25	
	4" Single Solid Line - White	l.f.	\$	0.15	
	4" Single Solid Line - Yellow	l.f.	\$	0.15	
	4" Single Lane Line (dashed) - White	l.f.	\$	0.15	
	4" Single Lane Line (dashed) - Yellow	l.f.	\$	0.15	
716.03	Thermoplastic Pavement Markings	l.f.	\$	0.15	
	4" Double Solid Yellow Centerline (unit cost for line pair)		\$	1.20	
	4" Single Solid Line - White	l.f.	\$	0.60	
	4" Single Solid Line - Yellow	l.f.	\$	0.60	
	4" Single Lane Line (dashed) - White	l.f.	\$	0.60	
	4" Single Lane Line (dashed) - Yellow	l.f.	\$	0.60	
	6" Barrier Line - Yellow	l.f.	\$	2.90	
	6" Barrier Line - White	l.f.	\$	2.90	
	8" Barrier Line - Yellow	l.f.	\$	4.00	
	8" Barrier Line - White	l.f.	\$	4.00	
	8" Short Skip Line - Yellow	l.f.	\$	4.00	
	8" Short Skip Line - White	l.f.	\$	4.00	
	12" Barrier Line - Yellow	l.f.	\$	6.30	
	12" Barrier Line - White	l.f.	\$	6.30	
	24" Stop Bar/ Crosswalk Line	l.f.	\$	12.60	
	Longitudinal Crosswalk	l.f.	\$	19.00	
	Word "ONLY"	each	\$	263.50	
	Turn Arrow	each	\$	158.00	
	Combination Turn/Straight Arrow	each	\$	237.00	
	Railroad Pavement Marking	each	\$	474.00	
716.04 & 918.20	Snowplowable Reflective Pavement Markers				
	One-Way White	each	\$	29.00	
	One-Way Yellow	each	\$	29.00	
	Two-Way Yellow	each	\$	29.00	
	White/ Red	each	\$	29.00	
	Yellow/ Red	each	\$	29.00	

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015 by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 (“CITY”); HAMBLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (“COUNTY”); and MORRISTOWN-HAMBLEN HUMANE SOCIETY, a non-profit agency created by Charter on July 19, 1972 (“MHHS”), which is operated by a board of directors (“BOARD”).

WHEREAS

1. MHHS has previously contracted with City to provide City with enforcement of animal control ordinances, operate the city pound as the Morristown-Hamblen Animal Shelter, conduct cruelty investigations, present annual budget requests to the City and County, and employ animal control officers and other necessary shelter personnel with volunteers assisting in the day-to-day operations, and
2. The City provides funding to MHHS for its operating expenses. The amount funded to MHHS for the 2015-16 fiscal year is one-hundred and thirty-seven thousand eight-hundred and ninety dollars (\$137,890.00), and
3. The County provides funds to MHHS for its operating expenses. The amount funded to MHHS for the 2015-16 fiscal year is one-hundred and thirty-three thousand five-hundred dollars (\$133,500.00), and
4. Pursuant to Tennessee Code Annotated §5-1-120 and County Resolution, the County has the authority to license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals, and
5. The City and County intend to contract with MHHS for a period of beginning July 1, 2015 and ending at midnight June 30, 2016, for the continuation of animal control, shelter services, and the operations of the MHHS.

TERMS AND CONDITIONS

IT IS THEREFORE AGREED BY AND AMONG THE PARTIES THAT:

- (a) **Animal Control Services.** During the term of this Contract, including extensions and renewals, the MHHS shall provide animal control services that will include, but are not limited to, a) enforcement of all state and local animal laws, ordinances and resolutions, b) investigate and prosecute animal cruelty and neglect complaints, c) respond to animal complaint calls from citizens, d) impound strays, e) assist local law enforcement with incidents when animals are involved, f) respond to emergency animal calls placed with the Emergency Communication District (E-911) when an animal or a human is eminently in danger.
- (b) **Animal Shelter Services.** During the term of this Contract, including extensions and renewals, the MHHS shall provide animal shelter services that will include, but are not limited to, a) housing and care for all stray dogs and cats from citizens of

Hamblen County; b) housing and care for all dogs and cats confiscated and/or impounded by animal control officers (ACO); c) animal adoption services; d) animal rescue programs e) end of life services for very sick, older, or injured animals with a sliding-scale fee structure; and f) accept animals surrendered by their owners for a fee on a sliding scale to help cover costs for caring for the animals.

- (c) **Education Services.** MHHS will provide public education programs to promote spay/neuter issues, questions and/or concerns. It will also help education the public about how to resolve animal behavior issues that are causing problems for pet owners and/or their families.
- (d) **Board.** During the term of this Contract, including extensions and renewals thereof, the Board shall consist of thirteen (13) members, eight of whom shall be selected by MHHS; and the City Mayor, or his designee; the County Mayor, or his designee; a Hamblen County citizen who may reside in the city, appointed by the City Mayor; a Hamblen County citizen who may reside in the City, appointed by the County Mayor; and a citizen appointed by City Council who may not be an employee or officer of the City or County. If there should be a conflict between the MHHS by-laws and this provision, MHHS shall amend its by-laws to conform with this agreement.
- (e) **Tax exempt status.** MHHS shall maintain a 501(c)(3) tax exempt status with the Internal Revenue Service.
- (f) **Budget and Financial reports.** During the term hereof and any renewal term, MHHS shall submit to the Mayors' offices as part of the governments' annual budget process, a proposed budget for the subsequent fiscal year along with its appropriation requests. During each fiscal year, MHHS shall submit monthly financial reports to the Mayors' offices by the 15th day of the subsequent month beginning with the year-end report for the 2014-15 fiscal year.
- (g) **Accounting reports.** During the term of this Contract, including extensions and renewals thereof, MHHS shall conduct a separate accounting report of funds received for fines, adoption fees, rescue reimbursements/operations, building donations, and all other funds.
- (h) **Audit.** MHHS shall have a financial audit completed for the 2014-15 fiscal year and shall submit said audit report to the Mayors' offices.
- (i) **Sunshine law.** During the term of this contract and any extension or renewal thereof, MHHS shall comply with the Tennessee Open Meetings and Open Records Acts as applicable in all respects.
- (j) **Minutes of meetings.** MHHS shall submit board minutes to the Mayors within two (2) weeks after the meetings.

- (k) **Insurance.** MHHS shall obtain and maintain all appropriate insurance policies, including, but not limited to, workers' compensation insurance, comprehensive liability insurance and officers and directors insurance with coverage's and companies which are A-rated or better.
- (l) **Oversight.** The City and County shall create an oversight committee to periodically review the operations of the animal shelter and animal control to insure that all applicable state laws are being followed, and that the organization is following sound business practices and meeting the conditions set out in this Agreement. The oversight committee will consist of a representative for the City of Morristown and a representative for Hamblen County. MHHS agrees to give the oversight committee all documents and access to all areas of the shelter to evaluate operations. The Oversight Committee will submit written reports to City Council and the County Commission in January and July of each year. MHHS shall submit to the Oversight Committee quarterly reports of shelter activity that includes, but is not limited to, the number of animals that have entered the shelter, along with the disposition of cases involving all animals handled by animal shelter personnel. The report will also include information regarding the activity of the Animal Control Officers. MHHS shall prepare and submit upon request by the Oversight Committee updated standard operating procedures, which includes, but is not limited to, the process of how staff decides to adopt, euthanize or rescue an animal, plus an organizational chart and Board membership with officers.
- (m) **Termination.** Any party may terminate this contract **for cause** by providing written notice of the cause alleged to entitle the notifying party to terminate the contract. If the alleged cause is not corrected within thirty (30) days of notification, the notifying party may declare default and terminate the contract on a date certain which shall not be less than thirty (30) days. During the notice period, MHHS agrees to continue providing care for the animals until the notice period expires. Thereafter, it shall be the responsibility of the City and County to care for the animals and comply with their obligations concerning animal control. Once the notice period expires, MHHS agrees to give the City and County access to the premises to care for the animals. In the event of termination, all requirements of MHHS to report to the City and/or County, based upon this Contract, shall terminate.
- (n) **Purchase of Assets.** If this contract is not renewed by any party beyond June 30, 2016, the MHHS has the options to: a) keep its physical assets and move them to another location; or, 2) sell the physical assets to the City and County for a sum of \$30,000. The items include, but are not limited to, all the equipment, fixtures, vehicles and supplies used in MHHS's daily operation. An inventory of the physical assets will be taken within ten (10) days following the execution of this agreement. MHHS and the City/County have the option to negotiate the sale of equipment purchased during the term of the contract.

- (o) **Operating Funds.** In the event of termination or non-renewal of this agreement, the MHHS will not be responsible for refunding any operating funds to the City and the County.
- (p) **Debts of MHHS.** In the event of a termination or non-renewal of this agreement, the City and County shall not be responsible for any outstanding debts, including loans, unpaid payroll or payroll taxes, and accounts payable accumulated through the effective date of termination or end of the contract term.
- (q) **Delegation of authority.** MHHS shall, during the term hereof, assume the rights, duties and responsibilities as Morristown's Animal Control Authority, as defined in the City's Animal Control Ordinance.
- (r) **Fees.** All of the fees paid by animal owners associated with impoundment of their animals shall be collected by MHHS and become the sole property of MHHS.
- (s) **Indemnification.** MHHS shall indemnify and hold the City and County harmless from any claims, losses or liability which may arise from the MHHS's operations or acts of its employees, officers and directors.
- (t) **Term.** Unless earlier terminated pursuant to this agreement, the term shall commence as of July 1, 2015, ending at midnight June 30, 2016. This agreement will automatically renew for a period of one (1) year on July 1, 2016 unless any party notifies the others in writing no less than 60 days prior to the end of the term that it does not wish to renew the agreement
- (u) **Use of facilities.** During the term hereof, MHHS shall be entitled to the use of the City's current shelter facilities on Dice Street and maintain reasonable office hours at the shelter for the convenience of the public.
- (v) **Funding.** During the term hereof funding shall be in monthly installments with the City contributing eleven thousand four hundred ninety dollars and eighty-three cents (\$11,490.83) per month and the County contributing eleven thousand one hundred and twenty five dollars (\$11,125.00) per month. Payments shall be made on or before the 15th day of each month.
- (w) **Independent contractors.** In performing their duties and exercising their rights hereunder, the parties shall be deemed to be acting as independent contractors.
- (x) **Binding parties.** This agreement shall be binding on the parties hereto, their successors and assigns.

EXECUTED on the day and date first above appearing.

CITY OF MORRISTOWN, TENNESSEE (“CITY”)

By: _____
GARY CHESNEY, MAYOR

HAMBLLEN COUNTY, TENNESSEE (“COUNTY”)

By: _____
BILL BRITTAIN, MAYOR

MORRISTOWN-HAMBLLEN HUMANE SOCIETY (“MHHS”)

By: _____
MICHAEL BRATTON, PRESIDENT



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAM DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0341
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 12, 2015

Honorable Gary Chesney
Mayor, City of Morristown
100 West First North Street, P.O. Box 1499
Morristown, TN 37816-1499

RE: PIN: 121506.00; Federal Project No: TAP-9113(22); State Project No: 32LPLM-F3-057
Turkey Creek Greenway - Phase 5
Morristown, Hamblen County

Dear Mayor Chesney:

I am attaching a contract providing for the implementation of the referenced project. If the contract is fully satisfactory, please execute it in accordance with all laws, rules and regulations and return it to me. Please note that this contract has defined termination dates that cannot be amended or modified. You have until **November 1, 2018** to receive construction authorization from TDOT or the project will be canceled.

When a local governmental agency (LGA) manages any or all phases of a project, TDOT will be required to provide various engineering services necessary for the project's development. We will ask that you provide the estimated local share for these administrative costs when requested.

You should not begin work on any phase of project development until you have received the appropriate Notice to Proceed from this Office authorizing you to do so. If eligible for reimbursement, any work you do ahead of this authorization will not be reimbursable. All of the procedures required throughout the development of your project can be found at <http://www.tdot.state.tn.us/local/projectinfo.htm> within the **Local Government Guidelines Manual (LGGM)**.

As a reminder, please be aware that the 20% non-federal share for construction related expenditures must be provided as a hard cash match only. The option of providing these funds as in-kind (soft) match is no longer beneficial for local agencies under the current revised federal guidelines.

Please complete and return the Project Initiation Form 3-1 located at <http://www.tdot.state.tn.us/local/forms.htm> and the attached implementation schedule with your signed contract.

If you have any questions, please contact the Enhancement Office at tdot.enhancements@tn.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Hansen".

Neil Hansen
Enhancement Coordinator

Enclosures

cc: File w/attachment

Agreement Number: 150100

Project Identification Number: 121506.00

Federal Project Number: TAP-9113(22)

State Project Number: 32LPLM-F3-057

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Turkey Creek Greenway - Phase 5: Construction of a 10-foot wide multi-modal path from a trailhead at Freddie Kyle Park to a trailhead at Wildwood Park. Project also includes retaining walls and pedestrian bridges.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for

non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	Agency	Agency
Environmental Clearance by:	Agency	Agency
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **November 1, 2018**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.
- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to

and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **November 1, 2020**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval

with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B 1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.

- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.
 - 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.
 - 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.

- 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)
- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
- d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the

Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices,

including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.
- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement, including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any

covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least **three (3)** years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.
- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis

until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.
- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
- 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

City of Morristown

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Gary Chesney **John C. Schroer**
Mayor **Commissioner**

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ By: _____
Richard Jessee **John Reinbold**
Attorney **General Counsel**

EXHIBIT "A"**CONTRACT No.: 150100****PROJECT IDENTIFICATION No.: 121506.00**

PROJECT DESCRIPTION: Turkey Creek Greenway - Phase 5: Construction of a 10-foot wide multi-modal path from a trailhead at Freddie Kyle Park to a trailhead at Wildwood Park. Project also includes retaining walls and pedestrian bridges. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Pedestrian and Bicycle Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	TAP (M300)	80%	0%	20%	\$ 720,318.75
CONST- CEI	TAP (M300)	80%	0%	20%	\$ 124,550.00
CONST - ENGINEERING SERVICES	TDOT TAP (M300)	80%	0%	20%	\$ 31,137.50

LIABILITY: The Agency understands the estimated cost of the construction phase of the Project is **\$844,868.75**, and that the Department will pay the Agency, as herein provided, for 80% of the actual cost of the construction phase with the maximum liability of the Department being **\$675,895.00**. Any additional costs for the construction phase shall be totally paid by the Agency.

The twenty percent (20%) non-federal share of the Project must be provided by the Agency as a cash match. The Agency no longer has the option of providing these funds through the use of the value of preliminary engineering services, donated land, services, material or equipment, previously known as soft match.

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



Local Government Managed Project Initiation Checklist and Form

Below you will find a checklist that will aid you in the process of establishing a federally or state-funded project that your agency wishes to manage and let to construction. Please check off the items in the checklist below to be sure that you have all of the necessary information that is required for the process of beginning a new project. A detailed description of each item is located on the following pages and in the Local Government Guidelines.

- ☐ List of Local Government Staff Overseeing the Work, with Qualifications
- ☐ List of Consultants Involved in Project (with copies of all fully executed contracts)
- ☐ List of Civil Rights Coordinator(s), Title VI, DBE Liaison
- ☐ Local Government's Experience
- ☐ Proprietary Items
- ☐ Reimbursement Signatures
- ☐ Copy of any Agreements / Contracts / MOU Or Certification of Compliance Regarding Third Party Contracts
- ☐ Copy of TDOT Right-of-Way Training Certificate
- ☐ Copy of Local Government Guidelines Manual Certificate
- ☐ Copy of Local Government CEI Training Certificate
- ☐ Detailed scope of work
- ☐ Copy of Local Government's most recent audit (A-133)
- ☐ Map highlighting project area
- ☐ Budget template utilizing one on-line (if not submitted with TAP application)
- ☐ Copy of the TIP Page, if applicable
- ☐ ADA Compliance Assessment

Date

County

Local Government Official /
Project Supervisor

The information included in the checklist must be submitted to the Department (Local Program Development Office, TAP Section, Suite 600, James K. Polk State Office Building, 505 Deaderick Street, Nashville, TN 37243-0341 or TDOT.Enhancements@tn.gov)



Please see Chapter 3 Getting Started of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects for additional details and information.

Date:			
County:			
Route:			
Log Mile:	From:	To:	
Project Description:			
Does Project Involve Railroad?	(Answer yes if within 200' from project limits to nearest rail, answer no if outside 200' and no impact)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Anticipated Project Budget:	PE (NEPA)	Design	ROW Construction

Please list the Consultants involved in current or previous phases of the project. These services will not be eligible for reimbursement.

Names	Qualifications	Responsibilities

Please describe the Local Government's experience in managing projects similar to the one being contemplated.

Click here to enter text.

Please attach resumes and/or statement of qualifications for each Local Government Employee that will be involved in the project.



In accordance with Federal Regulation 23 CFR 635.105, the Local Government must provide a full time employee of the Local Government to be in “responsible charge” of the project. This person does not need to be an engineer. This person is required even when consultants have been retained by the LG to manage the entity’s engineering activities, including design and construction engineering and inspection services. **Complete this page for each phase or check all phases if applicable.**

NOTE: The regulation does not require the same public employees to be in responsible charge over several projects. It allows for the transfer of responsible charge duties for different phases, i.e. design and construction. If design and construction duties are handled by separate individuals on a project, please identify each employee and the phase of the project they are responsible for. (Note: Only one employee per phase should be listed.) **It is also the LGs responsibility to notify the LPDO if the Responsible Person in Charge changes during any phase or duty.**

Project Name:
Local Government:
Name of Responsible Person:
Address:
Office Phone:
Email:
Title:
Cell Phone:
Phases Responsible for: ☐ PE (NEPA) ☐ Design ☐ ROW ☐ Construction

Duties may include but are not limited to:

- This person acts as the primary point of contact for the LG.
- Oversees project activities; cost, time adherence to contract requirements, design and construction quality and scope
- Ensures the contract is properly recorded
- Directs project staff, agency or consultant, to carry out project administration and contract oversight including proper documentation
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse
- Maintains familiarity of day to day project operations & safety issues
- Visits and reviews the project on a frequency that is proportionate with the magnitude and complexity of the project
- Attends all project related meetings.

Signature of Responsible Person for the Local Government



Please list the Civil Rights Staff / Coordinators involved in the project.

Names	Qualifications	Responsibilities

Attach a copy of any agreements, contracts, memorandums of understanding or other legal instruments the Local Government has entered into with parties other than TDOT that may have bearing on or affect the project in any way. If there are no such agreements, attach the Local Government signed affidavit to that effect.

Information about any proprietary items the Local Government may wish to use in its performance of the contract. [Proprietary items](#) are those that can be obtained from only one source. Federal law requires pre-approval of these items before they can be used. More information can be found in the Local Government Guidelines.

Item Number	Description	Source

Attach a statement about the method of construction the Local Government wishes to use for the project. [Federal law requires that the competitive method of construction \(let to contract\)](#) be used unless there is TDOT pre-approval of some other method of construction.

Right-of-Way Training Certification ([TTAP Training & Workshops](#))

YES ☐ NO ☐

Local Programs Training Certification ([TTAP Training & Workshops](#))

YES ☐ NO ☐

Local Programs Local Agency CEI Training Certification ([TTAP Training & Workshops](#))

YES ☐ NO ☐

Local Programs CEI Training Certification for Engineering Firm ([TTAP Training & Workshops](#)) will be required before mandatory pre-construction meeting

YES ☐ NO ☐

Local Government shall attach a certification from an appropriate fiscal officer. This certification must state the Local Government has sufficient accounting controls to properly manage federal funds. Local Governments receiving funds under this program are subject to compliance audits (A-133 Audit Documentation) by the TDOT Finance Office.

The Local Government shall provide the Local Program Development Office with the *signatures of persons authorized to sign as "Local Government Project Supervisor" and "Local Government Official". The Local Program Development Office will verify the original signatures on each invoice submitted for

payment. Invoices received that do not contain the original signature of an authorized person will not be submitted to the TDOT Finance Office for payment.

*See next page for authorized signature form.



DUNS Number and Authorized Signature Form

DUNS Number	
DUNS Number	Address (must include 9-digit zip code)
Physical Address of Project (must include 9-digit zip code)	
Local Agency Fiscal Year (Month/Day – Month/Day)	
Authorized Signatures	
A minimum of two (2) signatures must be shown to permit flexibility in making requests for reimbursement. Signatures of individuals authorized to sign for reimbursement requests for the project.	
Typed Name and Title	Signature
Typed Name and Title	Signature
Typed Name and Title	Signature
Typed Name and Title	Signature
I certify that the signatures of the above individuals are only those persons authorized to sign for the reimbursements requests noted in number one (1) of this Authorized Signature Form.	
Signature of Highest Elected Official	Date

A new form must be submitted whenever authorized signers change



Certification of Compliance Regarding Third Party Contracts

FOR PROJECT PIN: _____

DESCRIBED AS: _____

I, _____, Mayor of _____,
(hereinafter referred to as "Agency") hereby certify by my signature hereunder that:

1. The Agency has no understanding or contract with a third party that will conflict with or negate the Project for which the Agency is requesting funding from the Department; and
2. The Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to this Project or to any work related to this Project for which the Agency is requesting funding from the Department; and
3. The Agency will not enter into any contract with a third party that relates to this Project or to any work for which the Agency is requesting funding from the Department without prior disclosure of such proposed contract to the Department; and
4. The Agency acknowledges and agrees that failure to provide this certification may subject the Agency to the denial of funding for this Project.

Signed, this, the _____ day of _____, 20_____.

Signature of Mayor

Printed Name of Signatory (above)



TDOT American with Disabilities Office
ADA Compliance Assessment
July 2007

Tennessee Department of Transportation ADA Compliance Assessment

Tennessee Department of Transportation – TDOT, is required to monitor sub-recipients who receive TDOT assistance (local governments, contractors, consultants or groups) to ensure compliance with Title II ADA and 504 with respects to TDOT funded(both Federal and State assistance) projects and programs. 28 CFR 35.130(b)(1)(v) and 49CFR27.7(V)

Date: _____

Agency Information:

Administrative Head Title

Address: _____

City: _____ County: _____

Phone: _____ Email: _____

Please list the Program(s) or Service receiving financial assistance from the Tennessee Department of Transportation and the amounts received for the current year.

Anticipated Program/Service Dollar Amount

Compliance:

Does your agency have a staff person designated as the ADA Coordinator? If so, who:

ADA Coordinator Name and Title

ADA Coordinator's Address:

City: _____ County: _____

Phone: _____ Email: _____

Does the Coordinator have the easy access to the top level official? Yes____ No____



TDOT American with Disabilities Office
ADA Compliance Assessment
July 2007

Provide a written statement describing how persons with disabilities are afforded an opportunity to participate in local decision making processes, which demonstrates the effectiveness of this participation, to include:

Describe how persons with disabilities are appropriately included in all notification processes for public meetings or public review of agency documents.

Describe how meeting locations and formats encourage or facilitate participation by persons with disabilities.

Complaints:

Are customers aware of their rights under ADA including the right to file a complaint?

Yes___ No___

Have there been any complaints of ADA Title II violations in your Agency during the past three years?

Yes___ No___

If so, were the complaints investigated? Yes___ No___

1. If yes, please attach the summary and findings of the investigation. Include the name the charge and corrective action taken.
2. If not investigated, attach a detailed explanation.
3. Attach complaint procedure form.

Assurance:

As required by the contractual agreement, _____ (Agency) _____ will comply with the applicable laws and regulations relative to ADA in federally or state assisted programs of the Tennessee Department of Transportation.

DECLARATION OF RESPONDENT: I declare that I have completed this survey to the best of my knowledge and believe it to be true and correct.

_____ Name	_____ Title	_____ Date
----------------------	-----------------------	----------------------

DECLARATION OF ADMINISTRATIVE HEAD: I declare that I have reviewed and approved the information provided in this survey and to the best of my knowledge and believe it is true, correct and complete.

_____ Signature of Appointing Authority	_____ Date
---	----------------------

Implementation Schedule

PIN: 121506.00

Project Title: Turkey Creek Greenway - Phase 5

Design Phase

Month/Year

Advertise and procure consultant engineering services

___/___

Verify that consultant is on TDOT pre-approved list

___/___

Provide copy of fully executed consultant engineer contract to TDOT

___/___

Design Phase Public Involvement Meeting

___/___

Meeting notes to TDOT Enhancement Office

___/___

Complete Preliminary Design Plans for environmental phase

___/___

Prepare environmental permits

___/___

Submit environmental document to TDOT for review and approval

___/___

DO NOT PROCEED UNTIL YOU RECEIVE THE RIGHT-OF-WAY NOTICE TO PROCEED

Right-of-Way (ROW) Phase

Hold ROW public involvement meeting

___/___

Meeting notes to TDOT Enhancement Office

___/___

Submit final design plans for approval

___/___

Submit bid specifications (bid book) for approval

___/___

Submit bid advertisement for approval

___/___

Submit engineer's detailed cost estimate for approval

___/___

Obtain environmental permits

___/___

Obtain utility certification

___/___

Obtain ROW certification from TDOT Regional ROW Office

___/___

Obtain Title VI Compliance

___/___

DO NOT PROCEED UNTIL YOU RECEIVE THE CONSTRUCTION NOTICE TO PROCEED

Construction Phase

Procure Construction Engineer Inspector (CEI) and provide contract to TDOT

___/___

Establish date of advertisement for construction bids

___/___

Hold public bid opening

___/___

Request TDOT concurrence of low bid

___/___

Conduct pre-construction meeting

___/___

Begin construction

___/___

Complete construction

___/___



TRANSPORTATION ENHANCEMENT

NOTICE TO PROCEED ENVIRONMENTAL PHASE

PIN: 121506.00
FEDERAL PROJECT NUMBER: TAP-9113(22)
STATE PROJECT NUMBER: 32LPLM-F3-057
PROJECT TITLE: Turkey Creek Greenway - Phase 5
LOCAL AGENCY: Morristown
COUNTY: Hamblen
REGION: 1

Effective Date: 6/15/2015

Date of Transmittal: 6/15/2015

This serves as the Local Agency's official **Notice to Proceed** with environmental document preparation for the referenced project. The Local Agency shall perform this phase of project development in accordance with the *Local Government Guidelines Manual* provided on the Local Program Development Office website at <http://www.tdot.state.tn.us/local/>. Only sufficient design work should be completed in order to obtain the necessary environmental clearance approval, and work may not be performed for any later phases of project development until an additional Notice to Proceed is issued.

No work is reimbursable or applicable toward the local construction match for this phase of project development.

The Local Agency may procure a TDOT pre-qualified consulting engineering firm at this time. If the Local Agency does not have an established selection process in place, please refer to Section 1.6 of the *Local Government Guidelines Manual* for guidance on consultant selection. The Local Agency must provide TDOT with a copy of the executed consultant contract and the notice sent to the firm indicating the date work was authorized on this phase of project development. These documents should be sent to the Transportation Enhancement Office via email only to TDOT.Enhancements@tn.gov.

If the Local Agency has any questions, please contact the Transportation Enhancement Office via email at: TDOT.Enhancements@tn.gov.

cc: Paul Degges
Jim Moore
Whitney Sullivan
Ronnie Porter
Environmental Division Director (Headquarters)
Design Division Local Programs Coordinator (Headquarters)
Regional Director
Regional Environmental Coordinator
File



July 13, 2015

Mr. Anthony W. Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

RE: Proposal for Staff Augmentation Services

Dear Mr. Cox,

This proposal is being provided following discussions with you and members of your staff. Section IV of the May 2015 Agreement addresses Staff Augmentation Services by Strategic Services Company, LLC (SSC) to the City. It is proposed to provide Services on an as needed basis through December 31, 2015. One category of task that has been discussed is the review of the storm water ordinance work provided by another firm, making any necessary comments and reviewing the document with the City Council. Another task would be assessing the status the City Staff response to an audit of the Tennessee Department of Environment and Conservation (TDEC) relative to the MS-4 Program. SSC proposed to review the staff progress toward completing the commitments made and assist as necessary for compliance.

It is proposed to provide staff augmentation services as directed by the City Administrator for an average budget of \$5,000.00 per month in accordance with Appendix A of the May 2015 Agreement. SSC is available to begin upon your authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lamar Dunn", is written over a blue horizontal line.

Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC

4661 McCammon Court • Maryville, TN 37804 • Phone: (865) 207-3113
ldunn@ssc-mgt.com

[Return to Agenda](#)



July 13, 2015

Mr. Anthony W. Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

RE: Proposal for Professional Services Relating to the
Evaluation of Certain City Owned Buildings

Dear Mr. Cox,

We provide this proposal as a follow-up to scoping discussions with you and members of your staff. The buildings to be reviewed are as follows:

- a) City Center at 100 W. First North
- b) Humane Society Building at 300 Dice Street
- c) Public Works Complex at 400, 410, 412, and 414 Dice Street
- d) Purchasing Warehouse at 400 Dice Street
- e) Talley-Ward Recreation Building at 324 James Street
- f) Rose Center at 432 W. Second North
- g) Fire Station # 3 at 3205 E. Andrew Johnson Highway
- h) Fire Station # 4 at 3835 Andrew Johnson Highway

The building evaluation is to be used to develop future capital improvements budgets by the City staff. The evaluation shall assess the general condition of the buildings including the structure, mechanical equipment, electrical compounds, and potential environmental issues. The results of the evaluations shall be presented to the City in a written report. The report will develop priority of improvements with planning level budgets. Assuming the project is authorized by early August, the report would be available by the end of the Calendar year in time to be used in developing the 'FY 2017 budget.

It is proposed that the services be lead by Strategic Services Company, LLC (SSC), utilizing Facility Systems Consultants, LLC as a subcontractor in the area of Architectural, Structural, Mechanical, and Electrical Engineering. It is known that the City Center has experienced mold issues. SSC and potentially two (2) subcontractors, agreeable to the City, will review the environmental matters. It is understood that the Tennessee Municipal League (TML) staff may be providing services relative to safety issues with these buildings. Their work will be included in the report, if it is available at the time of publication.

4661 McCammon Court • Maryville, TN 37804 • Phone: (865) 207-3113
ldunn@ssc-mgt.com

Mr. Anthony W. Cox
City Administrator
City of Morristown
July 12, 2015
Page – 2

It is envisioned that SSC personnel would have an initial meeting with certain City Staff members to set a schedule for the field investigation portion of the services. That meeting would include at least one person in responsible charge of each building to be evaluated. An example of persons in attendance at the initial meeting would be the Public Works Director for the Dice Street complex and the Fire Chief for the fire stations. Also, a single individual should be designated to be the overall City representative for this project. The SSC representative will be Lamar Dunn. It is understood that construction drawings will be available during the review of the City Center building.

Following the initial visit a team of the various disciplines will visit each site to collect the needed information to prepare the evaluation. The City will have an individual at each site to accompany the team.

It is proposed to provide these services based on an hourly rate as shown in Appendix A of the 2015 Engineering Agreement. The total fee for the project will not exceed \$63,760.00.

We are available to begin this project upon your authorization.

Sincerely,



Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC

Date of Issuance: July 16, 2015
Owner: City of Morristown
Contractor: Hale Construction, Inc.
Engineer: McGill Associates, P.A.
Project: Morristown Farmer's Market

Effective Date:
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 14.06503
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Add all labor and materials costs associated with the providing an electrical circuit to the westernmost ceiling fan rough-in on the pavilion, MC cable wiring and installation of receptacles at all remaining pavilion receptacle cutouts (14 additional), Baselite Warehouse W514 LED light fixtures with stem mounts and wire guards at each pavilion light cutout (12 total), drainage improvements, a ~6' x 16' concrete pad, and installation of one message board & two bike racks per manufacturer's specifications.

Attachments: Hale Construction, Inc. quotes for (1) electrical service to westernmost ceiling fan cut-out and (2) installation of LED lighting, receptacles, message board, two bike racks, concrete pad, and drainage swale, as well as (3) amenities and drainage layout exhibit.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>568,400.00</u>	Original Contract Times: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>4,604.48</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>573,004.48</u>	Contract Times prior to this Change Order: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days
Increase of this Change Order: \$ <u>24,998.00</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>598,002.48</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: _____			
Engineer (if required)	CFR (Authorized Signature)	Owner (Authorized Signature)			
Title: <u>PROJECT ENGINEER</u>	Title _____	Title _____			
Date: <u>7/16/15</u>	Date _____	Date _____			

ACCEPTED:		ACCEPTED:	
By:	_____	By:	_____
	Contractor (Authorized Signature)		Funding Agency (if applicable)
Title	_____	Title:	_____
Date	_____	Date	_____

Hale Construction, Inc.

July 13, 2015

Mr. Bill Hunigan
McGill Associates
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Re: Morristown Farmers Market

Dear Mr. Hunigan:

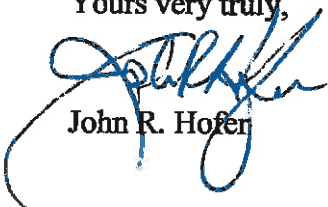
The following is a breakdown of costs if we are to provide an electrical circuit to the first fan rough-in. This will require the removal and replacement of two (2) roof sheets and installation of wire from the electrical panel to the first fan rough-in located in the center of the bay closest to the Toilet Building.

The cost breakdown is as follows:

Subcontractor –	
Comer Electric	\$400.00
Labor –	
Hale Construction – 2 crew hours = 2 X \$140.00 =	<u>\$280.00</u>
Subtotal	<u>\$680.00</u>
10% O&P	<u>\$ 68.00</u>
TOTAL	<u>\$748.00</u>

Please let us know as soon as possible if we are to proceed with this extra work. If you have any questions, please do not hesitate to contact me.

Yours very truly,



John R. Hofer

Hale Construction, Inc.

July 16, 2015

Mr. Bill Hunigan
McGill Associates
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Re: Morristown Farmers Market

Dear Mr. Hunigan:

The following is a breakdown of costs to complete the work shown on the sketch provided by McGill Associates. Our scope of work is as follows:

1. Excavate v-ditch and haul off spoils;
2. Dress-up and sod v-ditch;
3. Excavate area for pad and haul off spoils;
4. Excavate and set message board and two (2) bike racks;
5. Form perimeter of pad;
6. Pour and finish pad;
7. Remove forms and dress-up around pad.

The cost breakdown is as follows:

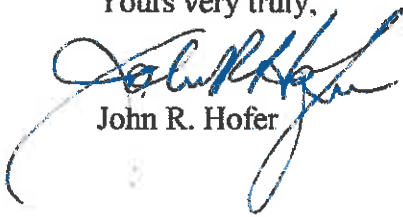
Subcontractors –		
Trent Excavation	\$2,500.00	
Advanced Landscaping	<u>\$ 795.00</u>	
		\$3,295.00
Material –		
Concrete, WWF & forming material	\$ 327.00	
Sales Tax	<u>\$ 32.00</u>	
Subtotal		\$ 359.00
Labor –		
Hale Construction – 24 hours @ \$40 + \$25 + \$25 =	<u>\$2,160.00</u>	
Subtotal		\$5,814.00
10% O&P		<u>\$ 581.00</u>
TOTAL		\$6,395.00

In addition to the swale and pad, the additional cost to furnish and install receptacles using MC cable is \$7,140.00 and the additional cost to furnish and install LED lighting is \$10,715.00.

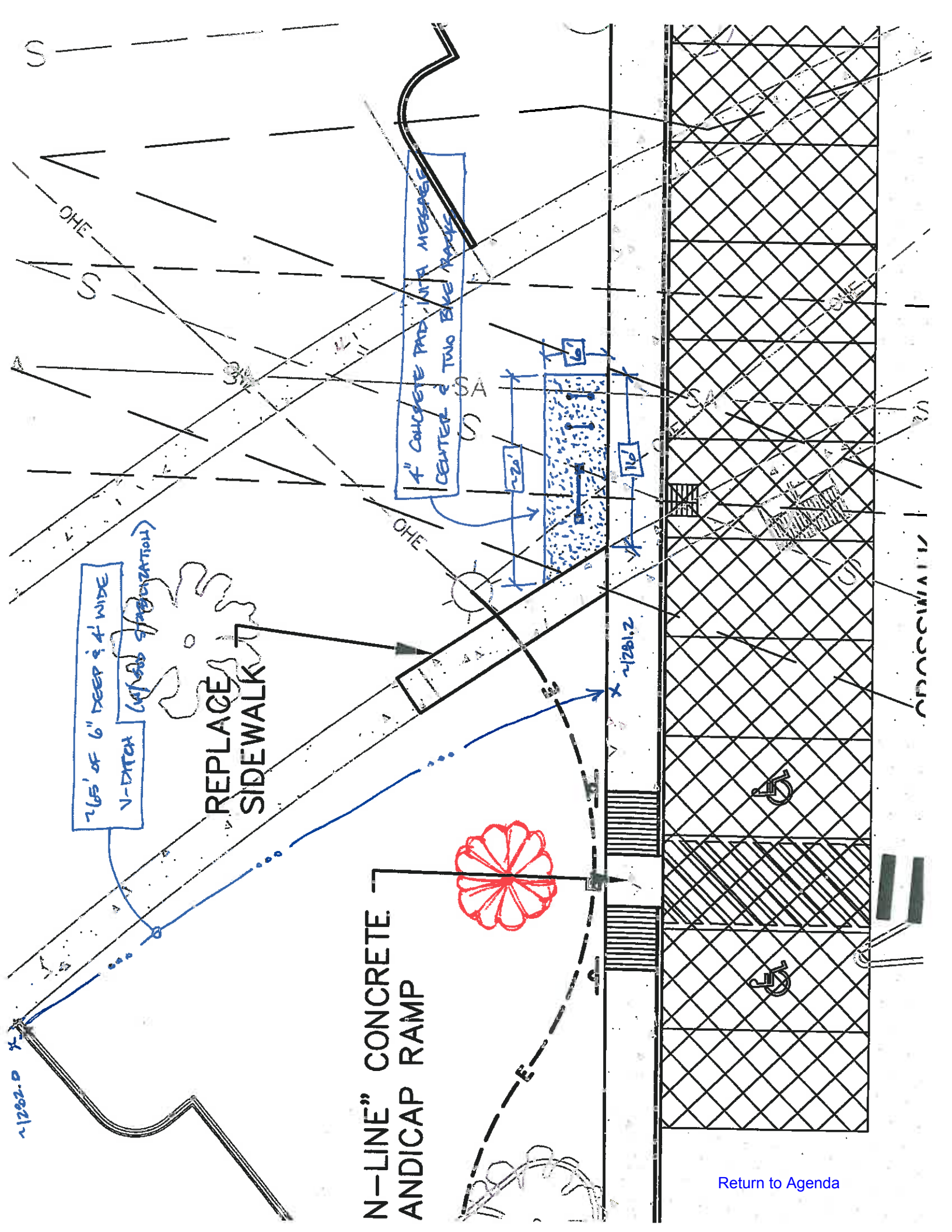
We also request a five (5) day time extension if we are to perform this extra work.

If you have any questions, please do not hesitate to contact me.

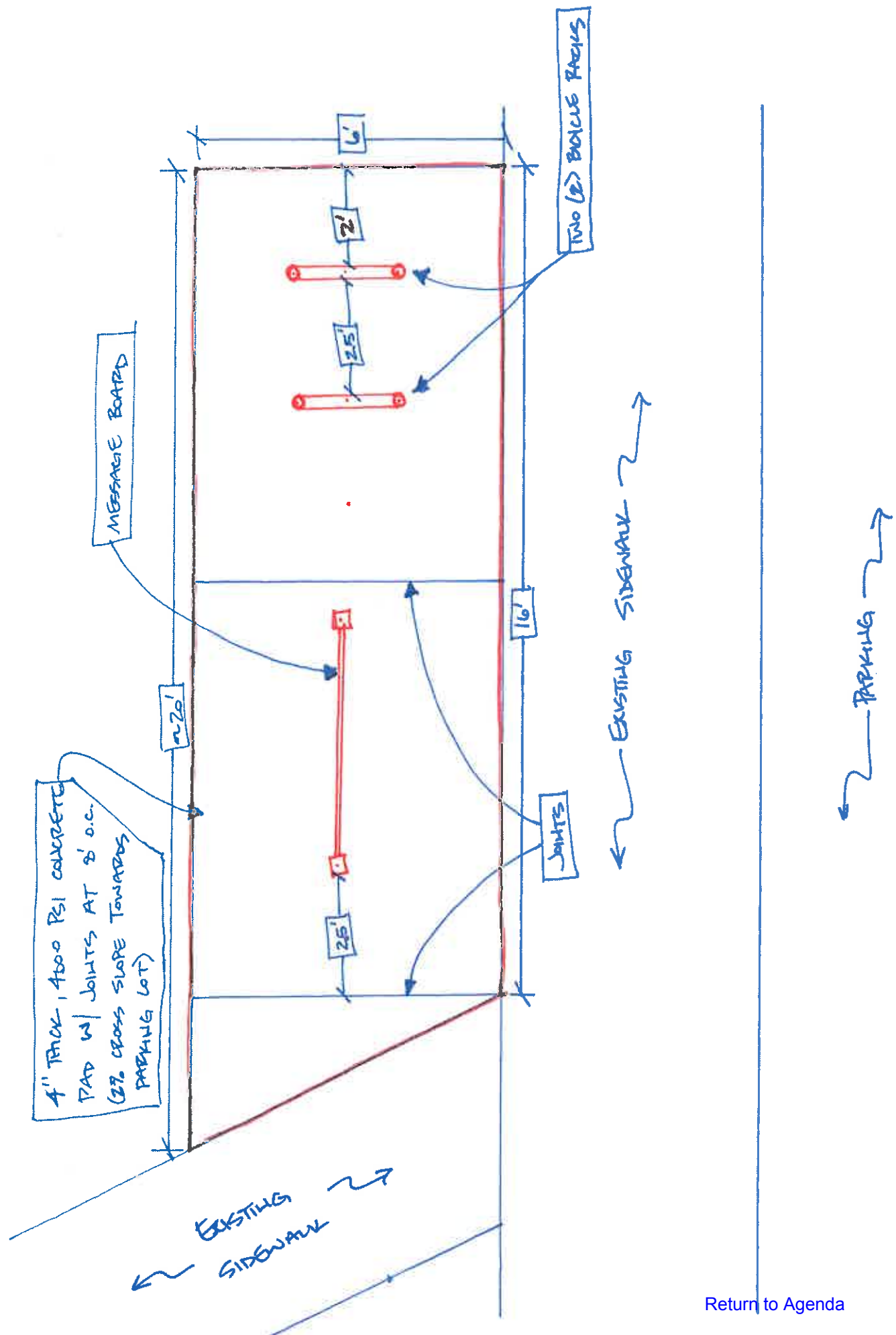
Yours very truly,

A handwritten signature in blue ink, appearing to read "John R. Hofer", is written over the printed name. The signature is stylized with a large, sweeping initial "J".

John R. Hofer



AMENITIES & PAD LAYOUT



Debra Stamey

From: Bill Honeycutt
Sent: Thursday, July 16, 2015 8:47 AM
To: Debra Stamey
Cc: Tony Cox; Gary Ryan; Clark Taylor; Joey Barnard; Larry Clark
Subject: FW: Message from KMBT_C652
Attachments: SKMBT_C65215071607150.pdf

Debra,

I've attached info sheets for the proposed purchase of a FD staff vehicle which will be considered at the July 21st Council meeting.

- 1) The proposed vehicle is a 2015 Ram 2500 Crew Cab 4 x 4 Pickup with a 6.4 L Gasoline Engine.
- 2) If purchased, the pickup replaces a 2009 Ford Expedition which has approximately 96,000 miles; the Expedition would then be placed in reserve status and could be used by other department personnel as necessary, additionally, it would be placed back into front line status when the pickup was being serviced.
- 3) On a day to day operational basis, the vehicle is assigned to Shift Supervisors.
- 4) It is a budgeted item and is within budget appropriations.

If you have other questions or need something further, please let me know.

Thanks,
BH

From: copier@mymorristown.com [mailto:copier@mymorristown.com]
Sent: Thursday, July 16, 2015 8:16 AM
To: Bill Honeycutt
Subject: Message from KMBT_C652



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **16000154-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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TT OF COLUMBIA
106 S. JAMES CAMPBELL

COLUMBIA, TN 38401

S
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City of Morristown
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911		16000176	GARY RYAN	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
07/16/15	006927				42240	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			1.00	29966.00000	29,966.00
				EACH		
	Dodge 2015 RAM 2500 Crew cab 4x4 pickup - CHIEF					
	VEHICLE PURCHASED OFF OF SWC					
	42240-971			29,966.00		
					PO Total	29,966.00

Bill To
 City of Morristown
 400 Dice Street

 MORRISTOWN, TN
 37813
 ccummings@mymorristown.com

Requisition 16000176-00 FY 2016

Acct No:
 42240-971
 Review:
 Buyer: ccummings
 Status: Approved

Page 1

Vendor
 TT OF COLUMBIA
 106 S. JAMES CAMPBELL

 COLUMBIA, TN 38401
 USA
 Tel#877-349-9378 ext 007
 Fax 865-684-4911

Ship To
 City of Morristown
 400 Dice Street
 ccummings@mymorristown.com
 Morristown, TN 37813
 ccummings@mymorristown.com

Delivery Reference
 GARY RYAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/15	006927				42240

LN Description / Account	Qty	Unit Price	Net Price
001 Dodge 2015 RAM 2500 Crew cab 4x4 pickup - CHIEF VEHICLE PURCHASED OFF OF SWC	1.00 EACH	29966.00000	29966.00

1 42240-971 29966.00
Requisition Link

Requisition Total 29966.00

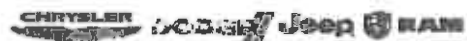
***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
42240-971	29966.00	1313034.00
Fire Fighting	Motor Equipment	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	07/15/15	Benny Gordon	
Approved	07/15/15	Bill Honeycutt	

Authorized By: _____ Date: _____
 Signature



WWW.CDJRCOLUMBIA.COM

877-349-9378

106 S. James Campbell , Columbia, TN 38401

Quote VIN-FG577260

Valid through August 14, 2015

Prepared For:

Morristown Fire Department
Gary Ryan
Phone:
100 W. 1st North Street
P.O.Box 1283
Morristown, TN 37814
gryan@mymorristown.com

Prepared By:

Russell Moles
Regional Fleet Sales Manager
Phone: 877-349-9378
Fax: 865-684-4911
Email: Russell@RussellMoles.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
1	2015 RAM 2500 CREW CAB 4X4 PICKUP		\$39,599.00	\$39,599.00
1	Fleet Incentives from Retail Unit		-\$9,633.00	-\$9,633.00

SubTotal: \$29,966.00
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$29,966.00

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

[Return to Agenda](#)

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail DJ7L91 4WD Crew Cab 149" Tradesman

ENTERTAINMENT

- Radio: Uconnect 3.0 AM/FM
- Radio w/Clock and Radio Data System
- 6 Speakers
- Fixed Antenna
- Media Hub (USB, AUX)

EXTERIOR

- Wheels: 17" x 7.5" Steel Styled
- Tires: LT245/70R17E BSW AS
- Regular Box Style
- Center Hub
- Firestone Brand Tires
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Power Side Mirrors w/Manual Folding
- Black Exterior Mirrors
- Exterior Mirrors w/Heating Element
- Fixed Rear Window
- Variable Intermittent Wipers
- Deep Tinted Glass
- Fully Galvanized Steel Panels
- Black Grille
- Front License Plate Bracket
- Hemi Badge
- Tailgate Rear Cargo Access
- Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off
- Cargo Lamp Integrated w/High Mount Stop Light
- Vendor Painted Cargo Box Tracking
- Rear Wheel Spats

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 391.0, Data updated 6/16/2015
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Customer File:

July 15, 2015 12:24:14 PM

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail DJ7L91 4WD Crew Cab 149" Tradesman

INTERIOR

- Vinyl Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Rear Folding Seat
- Front Cupholder
- Locking Tailgate
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Chrome And Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- 2 12V DC Power Outlets
- Partial Floor Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Cargo Area Concealed Storage
- Pickup Cargo Box Lights
- Continental Radio Manufacturer
- Electronically Controlled Throttle
- Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Delayed Accessory Power
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks
- Systems Monitor
- Analog Display
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Rear Center Armrest
- 40/20/40 Split Bench Seat
- Sentry Key Engine Immobilizer

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 391.0, Data updated 6/16/2015
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Customer File:

July 15, 2015 12:24:14 PM

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July 17, 2015

Mayor and Councilmembers

RE: Certificate of Compliance, Gauri J. Patel owner The Package Store

As per Title 8 Chapter 1 Section 1-112 of the Morristown Municipal Code "as a condition precedent to the issuance of a state liquor retailer's license the city council may authorize the issuance of certificates of compliance the applicant(s) must comply with the following requirements:

- The name and street address of each person to have an interest, direct or indirect, in the retail liquor store as an owner, partner, stockholder or otherwise. That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten (10) year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten (10) year period immediately preceding the date of the application.
- A statement that the applicant or applicants have been bona fide resident(s) of the state of Tennessee during the two (2) year period immediately preceding the date upon which application and renewal application is made. There is no residency requirement for an applicant who has continuously held a retail license for seven (7) consecutive years.
- A statement that the persons receiving the requested certificate to the best of their knowledge if awarded the certificate of compliance could comply with all the requirements for obtaining the required licenses and permits under state law and the provisions of this chapter for the operation of a retail liquor store within the city.
- The agreement of each applicant to comply with all applicable laws and ordinances and with the rules and regulations of the Tennessee Alcoholic Beverage Commission with reference to the sale of alcoholic beverages and the agreement of each applicant as to the validity and reasonableness of this chapter, including the fees and taxes imposed thereby with respect to the sale of retail alcoholic beverages.
- The Certificate of Compliance must be renewed every two (2) years. A renewal application will be provided by the city recorder. There is no fee charged for the renewal of the Certificate of Compliance."

Thank you,

Debbie Stamey
Clerk/Executive Assistant

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Gary Chesney, Mayor
City of Morristown

July 16, 2015

Mayor Chesney,

I have completed a background check on Mr. Gauri J. Patel., D.O.B. 2/1/1984 for the purpose of signing a Certificate of Good Moral Character Compliance for an A.B.C. permit. Based on my investigation, it is my belief that Mr. Patel has not been convicted of a felony in the *last 10 years* and you can feel confident in signing the document stating that a careful check was done. If you have any further questions, please feel free to contact me at ext. 1552.

Respectfully,

Lt. Billy J. Gulley,
Support Service Supervisor
Morristown Police Department

cc: Roger D. Overholt, Chief of Police
Major Chris Wisecarver, Operations
file

Esco R. Jarnagin
Sheriff

Wayne Miz
Chief Deputy



Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLEN CO. ARREST RECORD SEARCH

DATE: 7/15/2015

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Gauri S. Patel

DATE OF BIRTH: [REDACTED] 1984

INDIVIDUAL HAS NO RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT. ☒

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT:

NO RECORD
JUL 14,
HCSO

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

Kim Sipe

PHONE: (423) 586-3781 Administrative
(423) 585 2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 Jail

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Hamblen County Sheriff's Dept.
Records Division

July 15, 2015

I am requesting a records check for the purpose of a Certificate of Good Moral Character on the following individual:

Gauri J. Patel

D.O.B. [REDACTED] 1984

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,



Lt. Billy Gulley, Support Services Supervisor
Morristown Police Department

cc: file

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518



City of Morristown
Office of the Police Department



LOCAL ARREST HISTORY
MORRISTOWN, TN (CITY LIMITS ONLY)

Subject of Inquiry: Patel, Gauri J.
Last First Middle

Date of Birth: 1984
Full Maiden Name If Applicable

Address: Street: 5125 Hansford Place
City: Morristown, State: Tn. Zip Code: 37814

ID Presented: ☐ DL (State) ☒ SSN ☐ Military ☐ Other ID Number:

☐ Check If information is same as above

Person Requesting: Gulley, Billy
Last First Middle

Date of Birth:

Address: Street: MPD
City: State: Zip Code:

ID Presented: ☐ DL (State) ☐ SSN ☐ Military ☐ Other ID Number:

"I understand this information is regulated by law."

Signature

☐ No Record was found with the name and DOB provided.

☒ The following record was found with the name and DOB provided.

Date	Charges
01-23-14	speeding

☐ Continued on Reverse Side

Dan Ransom, CAP Records for
Employee Processing History Title

Date: 07-15-15

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City of Morristown
P.O. Box 1499
Morristown, TN 37816



Renewal Application for Certificate of Compliance

Important Notes

1. This application shall be verified by the applicant. In the event the applicant is a partnership or corporation, each partner or stockholder shall file an accompanying application.
2. This application must be submitted on or before July 10, 2015 (10 days prior to City Council meeting).

Personal Data (Please Print)

(In the event the applicant is a partnership or corporation, each partner or stockholder must submit a renewal application.)

Full name of applicant: Gauri J. Patel Date of Birth [REDACTED] 1984

Name of corporation, partnership or LLC: Om Sai Baba, Inc.

Home Address: 5125 Hansford Place, Morristown, TN Zip 37814

How long have you lived at current address 5 years Home Phone [REDACTED]

Social Security #: [REDACTED] Drivers License #: [REDACTED]

Have you ever been convicted of any violation of a federal law, state law or municipal ordinance?

Yes X No

If "yes", specify offense, date, place of occurrence and disposition:

Store Name and Location

Store name: The Package Store

Street Address: 1506 S. Cumberland Street, Morristown, TN Zip 37813

Retail License Renewal Date 08/04/2015

I the undersigned applicant, do hereby authorize the City of Morristown, by and through its agents and representatives and employees, to make inquiry, whether verbal, written, or electronic of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years from the date of this application.

I the undersigned realize that falsification of any portion of this application shall be grounds for rejection of the application. The applicant further agrees to comply with state, federal laws, city ordinances and the rules and regulations of the Alcoholic Beverage Commission and of the State Commissioner of Revenue with references to the sale of alcoholic beverages.

[Signature]
Signature of Applicant

8/1/15
Date

LETTER OF INTENT

SITE: Roberts School

PROPERTY: Property is located on 534 East First North Street in Hamblen County, Morristown, Tennessee, also known as Tax Parcel # 034I I 034I003.00, attached hereto and depicted as "Exhibit A."

SELLER:	PURCHASER:
City of Morristown	Douglas-Cherokee Economic Authority, Inc.
Anthony W. Cox, City Administrator	Susan Luker, Executive Director
100 West First North Street	534 East First North Street
Morristown, TN 37814	Morristown, TN 37814
Phone: 423.581.0100	Phone: 423.587.4500
Email: tcox@mymorristown.com	Email: sluker@douglascherokee.org

PURCHASE PRICE: \$180,000.00 (cash at Closing)

CLOSING: Closing shall take place within 60 days after approval by the governing bodies on a date agreed by Seller and Purchaser.

REPRESENTATIONS: Seller warrants that all utilities (water, sewer, electric) are available at the property and that the property is zoned to allow retail and office use.

TITLE: Purchaser shall be given possession once settlement has been made at closing.

CLOSING COSTS: Seller shall pay the costs of closing including any document preparation or attorney fees.

ADDITIONAL TERMS: The Purchaser understands that this letter of intent is not final until approved by the governing body of the City of Morristown. Additionally, the Purchaser understands that a condition of the sale is that the purchase agreement and all subsequent documentation will grant the Seller the first option to re-purchase the property in the event that the Purchaser decides to sale.

Using the foregoing guidelines, we are prepared to enter into negotiations for a purchase agreement. This Letter of Intent is not a legally binding instrument, but is a summary of the terms and conditions for a possible transaction.

CITY OF MORRISTOWN

DOUGLAS-CHEROKEE ECONOMIC AUTHORITY

Anthony W. Cox, City Administrator



Susan Luker, Executive Director

EXHIBIT A

Depiction or Legal Description of the Land

Hamblen County - Parcel: 03411003.00



July 13, 2015

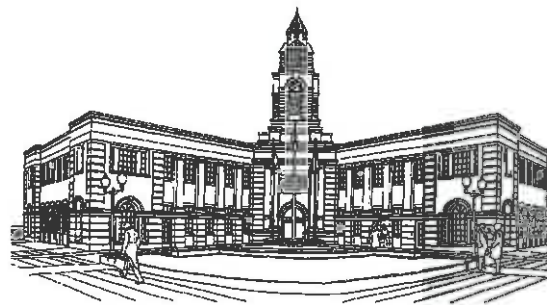


ONE-ONE Services

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Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: July 15, 2015

Re: Entry Level Patrol Officers

I am requesting to hire five entry level patrol officers at the July 21st council meeting. Attached is the current civil service roster of eligible candidates. For five positions we may consider any of the top eleven candidates. These positions are to fill current vacancies.

Thank you.

RDO/ll

CIVIL SERVICE BOARD

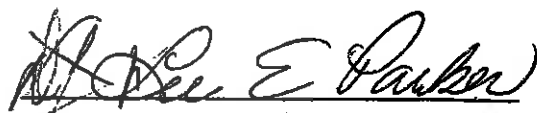
P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on July 14, 2015 to reflect recent **testing**, hiring and /or corrections.

	RANK AND NAME	EXPIRES
1	David Gulley	30-Jun-16
2	Andrew Wice	30-Jun-16
3	Shane Collins	30-Jun-16
4	Paul Carter	30-Jun-16
5	Travis Roberts	30-Sep-15
6	Doug Cochran	30-Sep-15
7	Adam Winstead	30-Jun-16
8	Corey Stapleton	30-Sep-15
9	Danielle Masengill	30-Jun-16
10	Jessica Bryant	30-Jun-16
11	Chris Lowe	30-Jun-16
12	Robert Brooks	30-Jun-16
13	Ernesto Rodriguez	30-Jun-16
14	Jeremy Norton	30-Jun-16
15	Jonathan Helton	30-Jun-16
16	Shannon Woods	30-Jun-16
17	Austin Miller	30-Jun-16
18	Chris Short	30-Jun-16
19	Aaron Ferguson	30-Jun-16
20	Corey Smith	30-Jun-16
21	Jessey McDaniel	30-Jun-16
22	Todd Lewis	30-Jun-16
23	Joe Lawson	30-Jun-16

For the Civil Service Board


Lee Parker, Vice-Chairman

7-14-15
Date