

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
OCTOBER 20, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Campbell, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 6, 2015

6. PROCLAMATIONS/PRESENTATIONS

1. ICMA – National Citizens Survey, Voice of People Award for Improvements on Mobility.

**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 to apply for Transportation Alternatives Grant for future extension of the West Branch of Turkey Creek Greenway.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning vacant parcel fronting Wilder Street from (R-1) Single Family Residential to (R-2) Medium Density Residential District.
{Public Hearing November 3, 2015}
2. Ordinance No. _____
An Ordinance to Amend the City of Morristown, Tennessee, Municipal Code, Title 14, (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) by amending Chapter 29 (Sign Regulations), Section 14-2903 (Definitions), Section 14-2906-D-f (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in IB, PCD, LI, ALI, and HI zones), and Section 14-2906-E-6 (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in the TA zone).
{Public Hearing November 3, 2015}
3. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Deleting Title 9, Chapter 6 {Junk Yards and Automobile Graveyards} of the Morristown Municipal Code.
{Public Hearing November 3, 2015}
4. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 13, Chapter 1 {General Property Maintenance} of the Morristown Municipal Code.
{Public Hearing November 3, 2015}
5. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 17 {Refuse and Trash Disposal} of the Morristown Municipal Code.
{Public Hearing November 3, 2015}

9-c. Awarding of Bids/Contracts

1. Approve Agreement between the State of Tennessee, Tennessee Department of Transportation (TDOT) and the City of Morristown Moore-Murrell Field, Morristown, Tennessee is for the provision of establishing an Automated Weather Observation System (AWOS) at the airport.
2. Approve Contract between the Tennessee Emergency Management Agency and the City of Morristown. This contract is for the eligible costs incurred as a result of FEMA-4211-DR-TN with a State match of \$6,182.71, Federal match of \$56,758.54 total amount of \$62,941.25.

3. Approve Change Order No. 1 for Morristown Medical District Improvements to Summers-Taylor, Inc., net increase of this change order \$11,837.55 bringing total from \$512,794.45 to \$524,632.00; net increase of contract time 60 days from October 3, 2015 to December 2, 2015.

9-d. Board/Commission Appointments

9-e. New Issues

1. Police Department hiring of two (2) Entry-level Patrol Officer(s).

10. CITY ADMINISTRATOR'S REPORT

1. Report on enhancement of sign ordinance enforcement.
2. Clarification on amendment to LAMTPO Grant Contract.

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

November 3, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
November 17, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 26 & 27, 2015	(Thursday & Friday)	City Employee's Holiday Thanksgiving
December 1, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 15, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
December 15, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2015	(Friday)	City Employee's Holiday Christmas Day
January 1, 2016	(Friday)	City Employee's Holiday New Years Day
January 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 18, 2016	(Monday)	City Employee's Holiday Martin Luther King Day
January 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
January 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
October 20, 2015
5:00 p.m.

1. GIS App Demonstration

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 6, 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, October 6, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo, absent; Chris Bivens.

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

Councilmember Alvis made a motion to approve the September 15, 2015 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Presentation of a check in the amount of \$47,073 was made by the Rotary Club Service Committee Chair Gordon Lintz to the Parks & Recreation Department for the Rotary Place handicap accessible playground to be located at Fred Miller Park.

A Public Hearing was held regarding Ordinance No. 3524.

Councilmember Smith made a motion to approve Ordinance No. 3524 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3524

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. [Rezoning 143 Brady Drive from (R-1) Single Family Residential to (IB) Intermediate Business.]

Councilmember Pedigo made a motion to approve a bid/contract for a Knuckle Boom Truck from Worldwide Equipment in the amount of \$129,481 for the Public Works Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve a bid/contract for a Single Axle Dump Truck with Heated Bed from Worldwide Equipment in the amount of \$94,460 for the Public Works Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid/contract for four (4) Dump Trailers (Sway Cars) from Hurst Trailers in the amount of \$13,900 per unit, total amount of \$55,600, for the Public Works Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the bid/contract for a Skid Steer Loader from Bobcat of Knoxville in the amount of \$46,848 for the Parks & Recreation Department. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the bid/contract for Resurfacing of Agricultural Park Blvd. in White Pine, TN to APAC-Atlantic, Inc. in the amount of \$89,229.25, subject to concurrence by TDOT and the White Pine Board of Mayor and Aldermen. (This is a pass-through project funded by White Pine and TDOT which is being managed by the City of Morristown under a Memorandum of Agreement dated July 1, 2009.) Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid/contract for Resurfacing of N. Chucky Pike in Jefferson City, TN to APAC-Atlantic, Inc. in the amount of \$150,938.20, subject to concurrence by TDOT and Jefferson City City Council. (This is a pass-through project funded by Jefferson City and TDOT which is being managed by the City of Morristown under a Memorandum of Agreement dated July 1, 2009.) Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 for Colortech Rail Spur Project in the amount of \$22,204.16 to Summers-Taylor, Inc. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the amendment to the grant contract between the State of Tennessee Department of Transportation (TDOT) and the City of Morristown for Morristown/LAMTPO Planning Fund this grant covers the years 2014 through 2018. The total contract amount increase per this amendment is \$475,326. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the 2015-2016 Governor's Highway Safety Grant in the amount of \$15,000. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made the motion to approve the Request for Qualifications (RFQ) for an Architect/Engineering Firm for roadway rehabilitation project from West A.J. Hwy at Walters Drive to North Fairmont; staffs' recommendation is to select Mattern & Craig as the engineering firm on the above referenced project. Upon approval of the firm, the City Administrator or his designee will negotiate with the firm for services on this project. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the October 6, 2015 City Council meeting at 5:40 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

City of Morristown

Incorporated 1855

Department of Community Development and Planning



Memo

To: Mr. Tony Cox, City Administrator

From: Alan C. Hartman

Date: 10/15/2015

CC: Debra Stamey

Re: Application to Tennessee Department of Transportation for Transportation for a Transportation Alternatives Grant for continuation of the Turkey Creek Greenway along the West Branch of Turkey Creek

Background

A committee of staff members have recommended that the City apply to TDOT for a grant to build a greenway along the West Branch of Turkey Creek from Civic Park to Lincoln Avenue. Part of the application process includes a requirement that we hold at least one design public involvement meeting to notify the local community of the intended project scope. One of the published meetings was advertised to be held at the October 13, 2015 meeting of the Morristown Regional Planning Commission. A second public involvement meeting was held on Thursday Oct. 15, 2015 at noon.

Recommendation

Staff recommends that the City Council adopt the attached Resolution seeking approval from TDOT of the City's 2016 Application for a Transportation Alternatives Grant

Attachments

Resolution

General location map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MORRISTOWN TO MAKE APPLICATION
FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION FY 2016
TRANSPORTATION ALTERNATIVES GRANT PROGRAM**

WHEREAS, the City of Morristown seeks to continually develop its comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

WHEREAS, the citizens within the City are afforded a continuous process whereby the transportation network within the area is maintained in an efficient and orderly manner while plans for future growth in traffic volumes, recreational and land uses are considered, and

WHEREAS, the governing body of the City of Morristown desires to improve the safety, security, and aesthetics of its roadways, sidewalks and trails; and

WHEREAS, the City desires to continue the development of the Turkey Creek Greenway system with a route that will extend along the West Branch of Turkey Creek from Civic Park on Sulphur Springs Road to Lincoln Avenue; and

WHEREAS, the City desires to apply for the FY2016 Tennessee Transportation Alternatives Grant, where federal funds will pay for 80 percent of the construction phase and the local match will pay for the remaining 20 percent of construction;

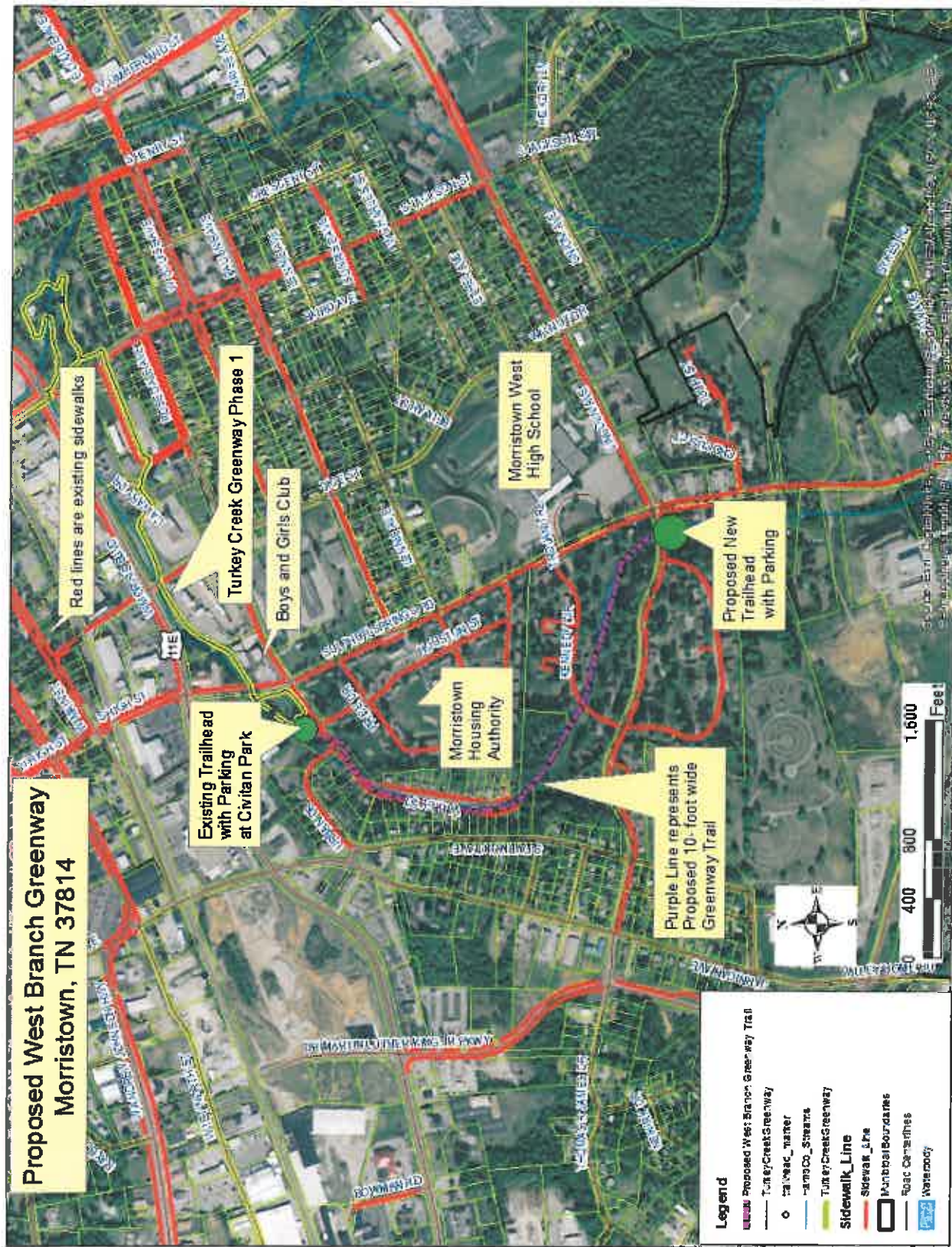
NOW, THEREFORE BE IT RESOLVED that the elected governing body of the City of Morristown, TN shall apply for the TDOT FY 2016 Tennessee Transportation Alternatives Grant program.

Resolved this the 20th day of October in the year of 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR



City of Morristown

Incorporated 1855

Department of Community Development and Planning



Memo

To: Mr. Tony Cox
From: Alan C. Hartman
Date: 10/14/2015
CC: Debra Stamey
Re: Rezoning Request – Wilder Street – R-1, Single Family Dist. to R-2, Multifamily District

Background

On February 11, 2014 the Morristown Regional Planning Commission considered a request to rezone property on Wilder Street from R-1 to R-2. The request was submitted by J.R. Byerley the property Owner and Paul LeBel, agent for the property owner. The property, roughly 0.82 acres in size is currently vacant.

The Medium Density Residential (R-2) zoning classification states that R-2 “may range from single-family to medium density multi-family apartment uses” (Section 14-601). The property owner has proposed to develop the property as multifamily and was presented to the Morristown Regional Planning Commission as a proposed duplex. The proposed rezoning abuts an existing R-2 district to the south and IB District to the east.

The general vicinity of the request contains a variety of differing land uses. Most properties along Wilder Street from Morris Blvd. to the requested rezoning appear to be single family homes. Beyond the requested location to the south is a multifamily development and church. To the east of the property is the College Square Mall development.

Recommendation

The Morristown Regional Planning Commission recommended approval on Tuesday, October 13, 2015.

Attachments

Location Map

Proposed Ordinance

Conceptual layout for development.

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. { Rezoning of property located on Wilder Street (Tax Map 034F I 02600 000) from R-1, Single Family District to R-2, Multifamily Residential District}

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT ORDAINED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described territory be rezoned from R1, Single Family Residential District to R-2, Multifamily Residential District

BEGINNING at a point on the northwestern corner of Parcel 026 as shown on Hamblen County Tax Map 34-F in Group I, said point also being located on the eastern boundary of Wilder Street right-of-way; thence westward for a distance of approximately twenty-five (25) feet to a point on the centerline of said Wilder Street right-of-way; thence following along the centerline of Wilder Street in a southeasterly direction for a distance of approximately one hundred sixty-five (165) feet to a point; said point being situated on the centerline of the right-of way of Wilder Street; thence in a easterly direction along for a distance of approximately twenty-five (25) feet to a point on the southwestern corner of said Parcel 026; thence in an easterly direction for a distance of approximately two hundred twenty (220) feet to a point on the southeastern corner of said Parcel 026; thence in a northwesterly direction along the eastern boundary line of said Parcel 026.00 for a distance of approximately two hundred twenty (220) feet to a point; said point being situated on the northeastern corner of said Parcel 026.00; thence in a southwesterly direction along the northern boundary line of said Parcel 026.00, said boundary line being shared by said Parcel 026 and Parcel 025 as shown on Hamblen County Tax Map 34-F in Group I for a distance of approximately one hundred ninety-three (193) feet to the point of BEGINNING. Thus, being all of said Parcel 026 and the adjoining area to the centerline of Wilder Street right-of-way herein described.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Multifamily Residential (R-2).

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this the 20th day of October, 2015.

ATTEST:

Mayor

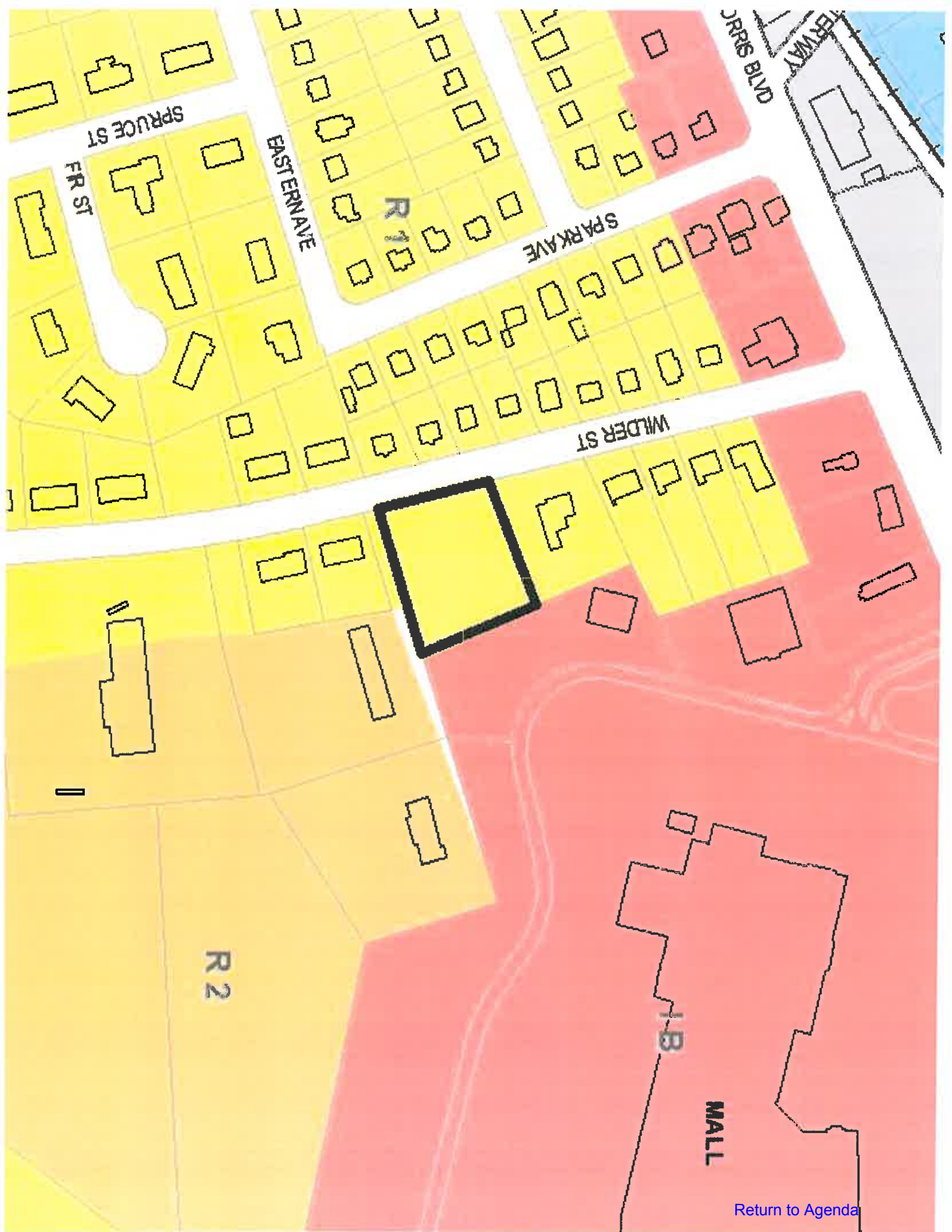
City Administrator

Passed on second and final reading this the 3rd day of November, 2015.

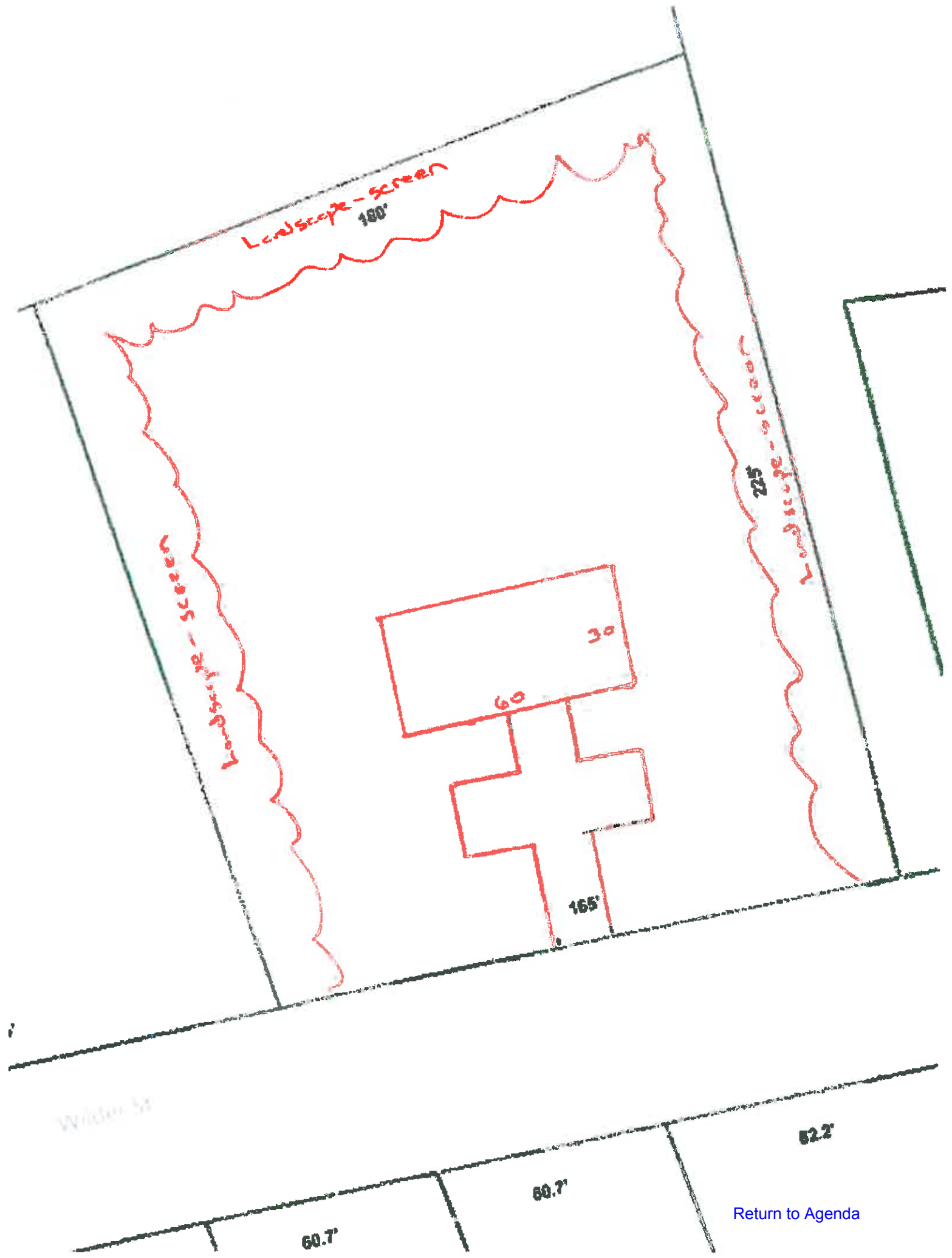
ATTEST:

Mayor

City Administrator









Department of Community Development
West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: October 14, 2015
SUBJECT: Zoning Text Amendment of Chapter 29, Section 14-2903 & 14-2906

BACKGROUND:

Chapter 29 (Sign Regulations) of the City of Morristown Zoning Ordinance contains many definitions of a variety of types of both temporary and permanent signage. However, the ordinance does not currently define what are commonly known as feather signs, feather flag signs, wind signs, or sail signs. Examples of this type of sign are shown on the following page.

Over the past several years, these types of advertising signs have grown in popularity. Since we have no definition contained within our sign ordinance to address these types of signs, staff is limited in their enforcement of these types of signs unless they are placed within the public right-of-way or a sight-distance triangle and cause a hazard to traffic, cyclists, and pedestrians.

In order for staff to more easily address enforcement of these signs, staff would request that the Morristown City Council approve the following definition:

Feather Flag Sign means a freestanding, temporary sign constructed of a pole that may be driven into the ground or mounted upon a base with an attached vertically-elongated material resembling a feather, sail, blade, teardrop, shepherd's hook, rectangle, etc.

In addition, staff recommends altering Chapter 29, Section 14-2906-D-f (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use), to allow a maximum 10' height exception for feather flag signs to read as follows:

f. Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of the certificate of occupancy. Other temporary freestanding signs shall be limited to a period not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area – 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height – six (6) feet maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum.** When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

If adopted by the Morristown City Council, the previous definition would be added to Chapter 29, Section 14-2903 (Definitions) of the City of Morristown Zoning Ordinance, and the maximum height for feather flag signs would be added to Chapter 29, Section 14-2906-D-f (Allowable Signs by Zoning District, Temporary signs for office, commercial, and industrial use).

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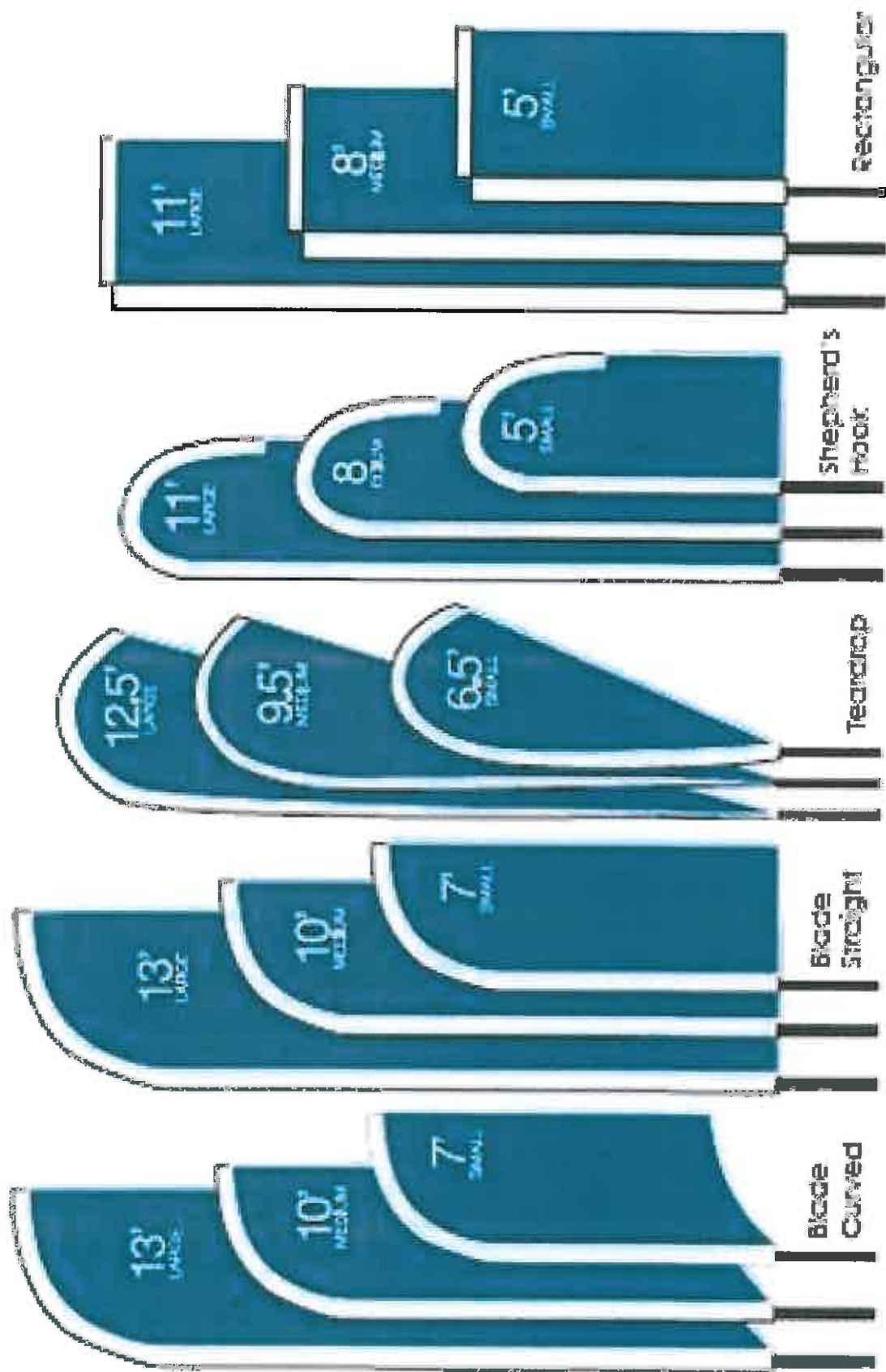
ACTION FROM PLANNING COMMISSION:

Staff proposed that the Morristown Regional Planning Commission recommend this text amendment to City Council for approval. At their October 13, 2015, meeting the MRPC approved this recommendation request.



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Shapes and Sizes



Ordinance No. _____

Entitled an Ordinance to amend the Morristown Municipal Code, Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) by amending Chapter 29 (Sign Regulations), Section 14-2903 (Definitions), Section 14-2906-D-f (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in IB, PCD, LI, ALI, and HI zones), and Section 14-2906-E-6 (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in the TA zone).

WHEREAS, the Morristown Municipal Code, Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance), Chapter 11 (CB) Central Business District, Section 14-1107 (Signs in Conservation Section) is in conflict with Chapter 29 (Sign Regulations), Section 14-2906 (Allowable Signs by Zoning District); and

WHEREAS, the City Council has received a recommendation from the Morristown Regional Planning Commission to amend Chapter 29 of the Zoning Ordinance; and

WHEREAS, the Zoning Ordinance does not provide a definition of feather flag signs or any direction of enforcement for feather flag signs,

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown, Tennessee, that the Morristown Municipal Code, Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) be altered by amending Chapter 29 (Sign Regulations), Section 14-2903 (Definitions) by adding the following text:

Feather Flag Sign means a freestanding, temporary sign constructed of a pole that may be driven into the ground or mounted upon a base with an attached vertically-elongated material resembling a feather, sail, blade, teardrop, shepherd's hook, rectangle, etc.

BE IT FURTHER ORDAINED that the Morristown Municipal Code, Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) be altered by amending Chapter 29 (Sign Regulations), Section 14-2906-D-f (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in IB, PCD, LI, ALI, and HI zones), by amending the following text to read as follows:

Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of the certificate of occupancy. Other temporary freestanding signs shall be limited to a period not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area – 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height – six (6) feet maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum.** When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

BE IT FURTHER ORDAINED that the Morristown Municipal Code, Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) be altered by amending Chapter 29 (Sign Regulations),

Section 14-2906-E-6 (Allowable Signs by Zoning District, Temporary Signs for office, commercial, and industrial use in the TA zone), by amending the following text to read as follows:

Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as “now hiring” or “grand opening” and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of the certificate of occupancy. Other temporary freestanding signs shall be limited to a period not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area – 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height – six (6) feet maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum.** When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this the 20th day of October, 2015.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 3rd day of November, 2015.

Mayor

ATTEST:

City Administrator

Feather Flag Signs in Other Communities

City/County Government	Allow Feather Flag Signs?	What do they allow?
Bristol	Yes	Only allow for a business special promotional event and/or business grand opening or reopening permit
Alcoa	Yes	Have no regulations governing these, but did seek a BZA interpretation to exclude them.
Fairagut	No	Excluded along with pennants, ribbons, festoons, bunting, streamers, spinners, balloons, or other types of lighter-than-air or wind-activated signs and attention getting devices
Rutherford County	Yes	Have had no issues with these types of signs, but would currently consider them as "flags"
Germantown	No	
Hendersonville	No	Prohibits animated signs, beacons, flashing signs, obscene signs, pennants, roof signs, streamers, blade banners/feather flags, strings of lights, inflatable signs, other attention-attracting devices, etc.
Springfield	Yes	Treated as temporary signs (same as a banner) with a maximum of 16 sq ft and three temporary sign permits per year. Each permit is good for 45 days
Oak Ridge	Yes	Allows temporary signs up to four times a year for a maximum time frame of 15 days each. The temporary sign may be a 32 sq ft banner OR two feather flag signs.
Gallatin	No	Consider them wind signs
Collierville	No	Collierville prohibits any type of moving sign. As a temporary sign, feather flag signs generally exceed their maximum allowed height of 6 feet.
Chatanooga	No	Prohibits the use of streamers, pennants, pinwheels, flags, tinsel, etc. that is activated by the wind to attract attention
Kingsport	Yes	Do not have specific regulations that govern "sails." Govern these through temporary business announcements, which allows for a 32 sq ft temporary sign that addresses messages such as "grand opening." Expect to change this regulation soon.
Athens	Yes	Regulations do not currently address these types of signs
Smyrna	Yes	Allows as temporary signs. Allow no more than 5 temporary signs per parcel at no more than 16 sq ft each and no more than 12 ft high. No required minimum setback.

ORDINANCE NO. _____,

**BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE, DELETING TITLE 9, CHAPTER 6
{JUNK YARDS AND AUTOMOBILE GRAVEYARDS} OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 6 of the Morristown Municipal Code is deleted in its entirety.

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 20TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3RD DAY OF
NOVEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE, AMENDING TITLE 13, CHAPTER 1
OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Chapter 1 of Title 13 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“CHAPTER 1

GENERAL PROPERTY MAINTENANCE

SECTION

- 13-101. Health officer and Codes Enforcement Officer.
- 13-102. Smoke, soot, cinder, etc.
- 13-103. Stagnant water.
- 13-104. Weeds and grass.
- 13-105. Removal of vegetation and debris from certain lots.
- 13-106. Dead animals.
- 13-107. Health and sanitation nuisances.
- 13-108. House trailers.
- 13-109. Junked yards and Automobile Graveyards.

13-101. Health officer and Codes Enforcement Officer. The "health officer" and "Codes Enforcement Officer" shall be such city, county, or state officer(s) as the city administrator shall appoint or designate to administer and enforce health and sanitation regulations and/or municipal code sections within the city. (1979 Code, § 8-101, as replaced by Ord. #3429, Nov. 2011)

¹Municipal code references

- Animal control: title 10.
- Littering streets, etc.: § 16-107.
- Toilet facilities in beer places: § 8-213(12).
- Wastewater treatment: title 18, chapter 2.

Charter references

- Contagious disease control: § 5(4).
- General health, nuisances, etc.: § 5(6).
- Inspection of food and drink: § 5(18).
- Inspection of lard, butter, etc.; regulation of vending of meats and vegetables: § 5(19)
- Milk and dairy products: § 5(28).
- Sewer connections; authority to prohibit cesspools, privies, etc.: § 5(27).

13-102. Smoke, soot, cinder, etc. It shall be unlawful for any person to permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to be detrimental to or to endanger the health, comfort, and safety of the public or so as to cause or have a tendency to cause injury or damage to property or business. (1979 Code, § 8-104, as replaced by Ord. #3429, Nov. 2011)

13-103. Stagnant water. It shall be unlawful for any person knowingly to allow any pool of stagnant water to accumulate and stand on his property without treating it so as effectively to prevent the breeding of mosquitoes. (1979 Code, § 8-106, as replaced by Ord. #3429, Nov. 2011)

13-104. Weeds and grass. It is unlawful for the owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee, or agent having control or management of any real property within the city to permit, allow or maintain grass, weeds or uncultivated vegetation exceeding a height of twelve (12) inches or more above the ground and such a condition is hereby declared to be a public nuisance. It is a duty to cut or remove grass, weeds or uncultivated vegetation from the real property including up to and along the traveled portion of the street or public right of way. It shall be unlawful for any person to fail to comply with an order by the city codes enforcement or health officer to cut or remove such vegetation. (Referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.)

13-105. Removal of vegetation and debris from certain lots.

(1) (a) Real property means any improved land, unimproved land, graveled areas, private roadways, driveways or premises. Owners are required to maintain their property in such a manner as to not endanger the health, safety or welfare of other citizens, or creates such conditions where such growth provides a harbor for rats, mosquitos or other vermin.

(b) Grass, weeds and uncultivated vegetation means and includes all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners.

(c) Notwithstanding any other requirements and conditions set out in this section, no owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee or agent having control or management of any land or premises shall allow or permit any plant growth of any sort to remain in such a manner as to render the streets, alleys, sidewalks or public ways adjoining said land or premises unsafe for public travel or in any manner so as to impede pedestrian or vehicular traffic upon any public street, alley, sidewalk or public way.

(2) (a) Upon failure of any owner of property within the city to cut, have cut or remove such growth of grass, weeds and uncultivated vegetation or to remove or have removed such accumulations of debris, trash, litter, garbage, refuse or other materials as described herein, it shall be the duty of the codes enforcement officer, or such other persons as are designated, to serve notice on the owner, lessee, occupant or person having control of such real property, ordering the person to remedy the condition within ten (10) days, including weekends, of the service of such notice; provided, however, that, if the person who is the owner of record of the property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials, then the notice required under this section shall allow such owner of record twenty (20) days, excluding Saturdays, Sundays and legal holidays, to comply with the order. Such notice may be served by any one (1) or more of the following methods:

(i) Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;

(ii) Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or

(iii) Posting the notice on the property on which such conditions described exist.

(b) Service of notice by any of the methods set out in subsection (a) of this section shall be due notice within the meaning of this article; provided, however, that no owner out of possession shall be liable to the penalty imposed of this code unless there shall be personal service of such notice upon him or such notice mailed to him by first class, United States mail as provided in this section.

(c) For purposes of this section, service of notice shall occur:

(i) If notice is personally delivered to the owner, lessee, occupant or person having control of such property, on the date such delivery is made;

(ii) If notice is mailed to the last known address of the owner, lessee, occupant or person having control of such property, three (3) days after the notice is deposited in the mail, properly addressed and with sufficient postage to carry it to its destination; or

(iii) If notice is posted on the property, on the date the notice is posted.

(d) The notice required under this section shall state that the owner, lessee, occupant or other person having control of such property is entitled to a hearing. The notice shall be written in plain language and shall also include but not be limited to the following elements:

(i) A brief statement of this article, which shall contain the consequences of failing to remedy the noted condition;

(ii) The person, office, address and telephone number of the department or person giving notice;

(iii) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to make the request within the time specified in this article shall, without exception, constitute a waiver of the right to a hearing.

(3) Appeals. Any owner, lessee, occupant or person having control of property aggrieved by the determination and order of an officer under this article may appeal therefrom to the city administrator, or such other person as is designated, within ten (10) days from the date of service of the notice; provided, however, that if the owner of record of any such aggrieved property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials such appeal may be taken within twenty (20) days from the date of the service of the notice. Such appeal shall be taken by filing with the administrator a notice of appeal stating in brief and concise form the grounds therefor. The administrator shall hear and determine such appeal as promptly as practicable, but within ten (10) calendar days of the filing of the appeal, except upon written application for an extension of time by the appellant, who shall recite reasons satisfactory to the administrator before such extension may be granted. The administrator shall have the power to affirm, reverse or modify the order of the officer. The administrator's decision, together with the reasons therefor, shall be in writing and maintained as a public record. An owner, lessee, occupant or person having control of the property who fails, refuses or neglects to comply with the order of the officer, as modified by the administrator, shall be in violation of the provisions of this article. Appeal from the decision of the administrator shall be provided by law in cases or certiorari.

(4) (a) If the owner or such other person described in section 13-104 shall fail to remedy such conditions within the time prescribed in that section, unless an appeal is made, the codes enforcement officer shall take such action as is necessary to remedy the conditions and abate the nuisance and the total cost to be billed to the owner. Upon failure of the owner to remit to the director of finance the amount of such charge within sixty (60) days from the date of such notice, a ten percent (10%) penalty and filing fees for the lien shall be added and the total amount of the bill and the penalty shall be certified to the director of finance by the codes enforcement officer and shall constitute a lien upon the property for which the expenditure is made.

(b) The city Codes Enforcement Officer shall:
(i) Certify the cost to the city tax collector, who shall place the cost upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the city taxes are collected; and
(ii) Note the lien in favor of the city and against the affected property by filing a lien against the property in the office of the register of deeds for the county in the same manner as other liens are required to be filed.

(c) The lien granted by this section may be enforced at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

(d) No collection of costs may proceed against the owner of an owner-occupied residential property, including the filing of the liens referenced in section (b), until cumulative charges for remediation equal or exceed five hundred dollars (\$500.00).

(e) In addition to the foregoing provisions, any person violating any of the provisions of this chapter shall be liable for a civil penalty not to exceed seventy-six dollars (\$76.00). Each day any violation of this code or of any ordinance shall continue, shall constitute a separate offense for which the person in violation shall be liable.

(f) (1) The lien granted by this section shall be extinguished upon the payment to the city of all amounts owing hereunder, upon a finding that the lien was placed in error, or by operation of law.

(2) The lien granted by this section may also be forgiven and released by agreement of the public service director and the law director for extraordinary cause, including but not limited to the following reasons:

(A) Upon a showing, by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section, that the aggregate value of such liens against a lot exceeds the appraised value of the lot and that the purchaser or transferee will purchase or accept the lot if the liens are forgiven or reduced; or

(B) Upon a showing by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section that the purchaser or transferee has a reasonable plan to redevelop the lot supportive of and compatible with existing neighborhood design. In such case, the purchaser or transferee shall provide a written physical and financial plan including a project budget and schedule for redevelopment to the city administrator and the city attorney. This plan shall show that lien forgiveness or reduction is necessary to the redevelopment plan, and shall show that the lot will be transferred to the purchaser or transferee if the liens are forgiven or reduced.

(g) Forgiveness and release of such liens shall be at the sole discretion of the city administrator and the city attorney. It shall be the burden of any person seeking the forgiveness and release of any such liens to prove to the satisfaction of the public service director and the law director that the conditions of subsections (f)(1) or (f)(2) exist.

(5) Service fee for lot mowing.

(a) Payment rates for said services shall be two hundred fifty dollars (\$250.00) per hour with a minimum payment of one hundred twenty five dollars (\$125.00).

(b) Mowing services shall be charged in thirty (30) minute time periods, with any portion of a period charged as a full thirty (30) minutes.

(6) Exceptions. Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article:

(a) Undeveloped wooded areas where tree growth is in excess of ten (10) feet in height.

(b) All government-owned land or premises, and street rights-of-way.

(c) Streambeds or banks.

(d) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.

(e) Slopes covered with vegetation as recommended by the state agricultural extension service for the purpose of conservation or preventing erosion.

(f) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.

(g) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.

(h) Periods of active construction and/or demolition, which is defined as the time when the Land Disturbance and/or Demolition Permit is issued and for a period of six (6) months thereafter. If the construction is still in active development after the initial six (6) month period, the developer can request an extension for an additional six (6) months by contacting the City Administrator or his designee.

(i) Public and private country clubs and golf courses.

13-106. Dead animals. Any person owning or having possession of any dead animal not intended for use as food shall promptly bury the same or notify the health officer and dispose of such animal in such manner as the health officer shall direct. (1979 Code, § 8-110, as amended by Ord. #2612, Dec. 1990, and replaced by Ord. #3429, Nov. 2011)

13-107. Health and sanitation nuisances. It shall be unlawful for any person to permit any premises owned, occupied, or controlled by him to become or remain in a filthy condition, or permit the use of occupation of same in such a manner as to create noxious or offensive smells and odors in connection therewith, or to allow the accumulation or creation of unwholesome and offensive matter or the breeding of flies, rodents, or other vermin on the premises to the menace of the public health or the

annoyance of people residing within the vicinity. (1979 Code, § 8-111, as replaced by Ord. #3429, Nov. 2011)

13-108. House trailers. A house trailer is defined as a trailer fitted with accommodations for sleeping, eating, washing, etc., including but not limited to mobile homes, campers, and recreational vehicles, but excluding double-wide manufactured homes. It shall be unlawful for any person to locate and occupy any house trailer or portable building unless it complies with all plumbing, electrical, sanitary, and building provisions applicable to stationary structures and the proposed location conforms to the zoning provisions of the city and unless a permit therefore shall have been first duly issued by the building official, as provided for in the building code. Reference City Zoning Ordinances: Habitation of Accessory Residential Dwelling Section 14-214 and Mobile Homes on Individual Lots Section 14-215. (1979 Code, § 8-112, as replaced by Ord. #3429, Nov. 2011)

13-109. Junked yards and Automobile Graveyards. (A) Junked yards are prohibited within the corporate limits of the City of Morristown and it shall be unlawful for an owner or occupant of property within the corporate limits to maintain a junked yard as defined herein. For the purpose of the interpretation and application of this section, the following words and phrases have the indicated meanings:

(1) "Automobile graveyard" means any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind, incapable of being operated, and which it would not be economically practical to make operative, are placed, located, or found. "Automobile graveyard" or "automobile junkyard" shall not be construed to mean an establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal produce is scrap iron, steel, or nonferrous scrap for sale for re-melting purposes only.

(2) "Junk" shall mean old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous metal.

(3) "Junkyard" shall mean an establishment or place of business that is maintained, operated, or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard. "Junkyard" includes scrap metal processors, car crushing sites, used auto parts yards, yards providing temporary storage of automobile bodies or parts awaiting disposal as a normal part of the business operation, when the business will continually have like materials located on the premises, garbage dumps and sanitary landfills. For purposes of this chapter, a "recycling center" shall not be a "junkyard".

(4) "Person" shall mean any natural person, or any firm, partnership, association, corporation, or other organization of any kind and description.

(5) "Private property" shall include all property that is not public property, regardless of how the property is zoned or used.

(6) "Recycling center" means an establishment, place of business, facility or building which is maintained, operated, or used for storing, keeping, buying or selling of newspaper, or used food or used beverage containers for the purpose of converting such items into a useable product.

(7) "Residential yard nuisance" shall mean any condition or use of residential yards which is detrimental to the property of others, or which causes or tends to substantially diminish the value of other property in the neighborhood in which such yards are located. This includes, but is not limited to, the keeping or maintaining or depositing on or scattering over such yards of any of the following:

(a) Lumber, junk, trash, or debris;

(b) Abandoned, discarded or unused objects or equipment such as furniture, appliances, cans, tires, or containers;

(c) Any compost pile which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects, provided that the presence of earthworms in a compost pile shall not constitute a nuisance;

(d) Garbage and unsanitary matter on premises unless such material is retained in containers, garbage pails or vessels which deny access to flies, insects, rodents and animals. Garbage cannot be stored outside in plastic bags or paper bags, except on the day of garbage collection and then only for the purpose of such collection.

(e) Abandoned wells, cisterns, shafts, basements, excavations, sinkholes, mounds of gravel or earth, junk vehicles, structurally unsound structures or fences, trash, debris or vegetation; and

(f) Container units or garbage cans that have failed to be maintained in good repair, clean and well painted.

(g) Or as stated within the city's adopted housing code.

(8) "Right-of-way" shall mean a portion of land dedicated for placement of a street, road, thoroughfare or crosswalk, utilities, drainage facilities, and/or similar uses and designated by means of a right-of-way line or description of boundaries.

(9) "Traveled portion of any public street or highway" shall mean the width of the street from curb to curb, or in cases where there are no curbs, the entire width of the paved portion of the street, or where the street is unpaved, the entire width of the street in which vehicles ordinarily use for travel.

(10) "Vehicle" shall mean any machine propelled by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, tractors, trailers, tractor-trailers, buggies, wagons, and earth-moving equipment, and any part of the same.

(a) "Vehicle, abandoned" shall mean any motor vehicle whose last registered owner of record has relinquished all further dominion and control, or any vehicle that is wrecked or partially dismantled or inoperable for a period of ten (10) days. There shall be a presumption that the last registered owner thereof has abandoned such vehicle, regardless of whether the physical possession of such vehicle remains in the technical custody or control of such owner, if it has remained inoperable or partially dismantled, or if the owner has relinquished dominion or control of such vehicle, for ten (10) days.

(b) "Vehicle, junk" shall mean a vehicle of any age that is damaged or defective in any one or combination of any of the following ways that either make the vehicle not immediately operable, or would prohibit the vehicle from being operated in a reasonably safe manner upon the public streets and highways under its own power if self-propelled, or while being towed or pushed, if not self-propelled:

(i) Flat tires, missing tires, missing wheels, or missing or partially or totally disassembled tires and wheels;

(ii) Missing or partially or totally disassembled essential part or parts of the vehicle's drive train, including, but not limited to, engine, transmission, transaxle, drive shaft, differential, or axle;

(iii) Extensive exterior body damage or missing or partially or totally disassembled essential body parts, including, but not limited to, fenders, doors, engine hood, bumper or bumpers, windshield, or windows;

(iv) Missing or partially or totally disassembled essential interior parts, including, but not limited to, driver's seat, steering wheel, instrument panel, clutch, brake, gear shift lever;

(v) Missing or partially or totally disassembled parts essential to the starting or running of the vehicle under its own power, including, but not limited to, starter, generator or alternator, battery, distributor, gas tank, carburetor, or fuel injection system, spark plugs, or radiator;

(vi) Interior is a container for metal, glass, paper, rags, or other cloth, wood, auto parts, machinery, waste, or discarded materials in such quantity, quality, and arrangement that a driver cannot be properly seated in the vehicle;

(vii) Lying on the ground (upside down, on its side, or at any other extreme angle) sitting on block or suspended in the air by any other method;

(viii) General environment in which the vehicle sits, including, but not limited to, vegetation that has grown up around, in or through the vehicle, the collection of pools of water in the vehicle, and the accumulation of other garbage or debris around the vehicle.

(ix) Unregistered and in public view. (1979 Code, § 5-601, as replaced by Ord. #3113, Sept. 2002)

(B) Violations, civil offense. It shall be unlawful and a civil offense for any person:

(1) To park and/or in any manner place and leave unattended on the traveled portion of any public street or highway a junk vehicle for any period of time, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.

(2) To park or in any manner place and leave unattended on the untraveled portion of any street or highway, or upon any other public property, a junk vehicle for more than forty-eight (48) continuous hours, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.

(3) To establish, operate, or maintain a junkyard and/or an automobile graveyard that does not meet the City of Morristown's zoning requirements, and/or meets the requirements of Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16.

(4) To park, store, keep, and maintain on private property a junk vehicle.

(5) To create any residential yard nuisance, as defined in this chapter. (1979 Code, § 5-602, as replaced by Ord. #3113, Sept. 2002)

(C) Exceptions. (1) It shall be permissible for a person to park, store, keep, and maintain a junked vehicle on private property under the following conditions:

(a) The junked vehicle is completely enclosed within a building where neither the vehicle nor any part of it is visible from the street or from any abutting property. However, this exception shall not exempt the owner or person in possession of the property from any zoning, building, housing, property maintenance, and other regulations governing the building in which such vehicle is enclosed.

(b) The junk vehicle is parked or stored on property lawfully zoned for business engaged in wrecking or towing of vehicles. However, this exception shall not exempt the owner or operator of any such business from any other regulations governing business engaged in wrecking or towing vehicles.

(i) The outside storage area of abandoned and/or junked vehicles of any business that is engaged in the wrecking or towing of vehicles must be completely screened (opaque) from all adjacent properties and any road right-of-ways (public or private).

(ii) The screening can be a solid wall that is at least six (6) feet high, or a two-tiered, staggered tree landscaping, or a combination of the tree landscaping and the solid wall.

(iii) For any wrecker or towing business (that is within the City of Morristown) that is on the City of Morristown's rotation cycle, must come into compliance with the opaque screening as stated above, within one year of the adoption of this chapter. If a business does not wish to comply with

these provisions, then that business shall be removed from the City of Morristown's rotation cycle.

(iv) Any new wrecker or towing business shall comply with this chapter and any other applicable zoning ordinances prior to being added to the city's rotation cycle.

(2) No person shall park, store, keep and maintain on private property a junk vehicle for any period of time if it poses an immediate threat, as determined by the city administrator or his designee, to the health and safety of citizens of the city. (1979 Code, § 5-603, as replaced by Ord. #3113, Sept. 2002)

(D) Enforcement. (1) Pursuant to Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16, the city administrator, or his appointed designee, shall upon the complaint of any citizen, or acting on his own information, investigate complaints of abandoned and/or junked vehicles on private property. The city administrator, or his appointed designee, shall give, or cause to be given, notice to the registered owner of any motor vehicle which is in violation of this chapter, and he shall give such notice to the owner or person in lawful possession or control of the property upon which such motor vehicle is located, advising that such motor vehicle violations this chapter and directing that such motor vehicle be moved to a place of lawful storage within ten (10) days. Such notice shall be served upon the owner of the vehicle by leaving a copy of such notice on or within the vehicle.

(2) Notice to the property owner on whose property such motor vehicle is located may be served by conspicuously posting such notice upon the premises.

(3) In the case of abandoned and/or junk vehicles on publicly owned property, notice to the property owner by the City of Morristown is not required. (1979 Code, § 5-604, as replaced by Ord. #3113, Sept. 2002)

(E) Failure to remove. The owner of any abandoned and/or junked vehicle who fails, neglects or refuses to remove such vehicle or to house such vehicle and abate such nuisance in accordance with the notice given pursuant to the provisions of the previous section shall be guilty of a misdemeanor. (1979 Code, § 5-605, as replaced by Ord. #3113, Sept. 2002)

(F) Abatement and removal by city. If the vehicle is not disposed of after the time provided for in the notice, the city administrator or his designee shall report the location of such vehicle to a wrecker/towing company, designated by rotation, and shall then remove such vehicle or cause it to be removed to the wrecker/towing service's storage area. At the time that the vehicle is removed by the police department using the wrecker/towing company assigned, a tow-in ticket shall be completed by the person towing such vehicle. (as added by Ord. #3113, Sept. 2002)

(G) Removal and storage. Abandoned and/or junked vehicles shall be transported from the property where they are found to the assigned wrecker/towing storage area only during daylight hours. (as added by Ord. #3113, Sept. 2002)

(H) Return of vehicle and/or personal property to the owner (1) When the vehicle is towed to a towing/wrecker service property, used car dealership/lot, or other private property, and the owner of the vehicle demands for the return of his vehicle, and/or any personal property within the vehicle, then the owner of the vehicle shall pay any fines, storage, and tow-in fees to the owner of the property where the vehicle was towed. (as added by Ord. #3113, Sept. 2002)

(I) Abandoned and/or junked vehicle towed to a towing/wrecker service property. In cases where an abandoned and/or junked vehicle is towed to a towing and/or wrecker service property and the vehicle has not been claimed, the owner of the service shall follow all state laws that pertain to abandoned vehicles. (as added by Ord. #3113, Sept. 2002)

(J) Penalty for violations. Any person violating this chapter shall be subject to a civil penalty of seventy-six dollars (\$76.00) and costs for each separate violation of this chapter. Each day the violation of this chapter continues shall be considered a separate violation. (as added by Ord. #3113, Sept. 2002)

(K) This article is referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 20TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3RD DAY OF
NOVEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE, AMENDING TITLE 17 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 17 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 17

REFUSE AND TRASH DISPOSAL¹

CHAPTER

1. REFUSE STORAGE AND COLLECTION

CHAPTER 1

REFUSE STORAGE AND COLLECTION

SECTION

- 17-101. Definitions.
- 17-102. Premises to be kept in clean and sanitary condition.
- 17-103. Containers required; specifications; location; cleanliness.
- 17-104. Confiscation of unsuitable containers.
- 17-105. Disposition of wet garbage, leaves, light brush, lawn clippings, etc.
- 17-106. Bulk Waste Regulations.
- 17-107. Permit required for collecting refuse.
- 17-108. Maximum intervals for refuse collection.
- 17-109. Vehicle requirements.
- 17-110. Fees established, collection rules and regulations.
- 17-111. Depositing garbage, etc., on streets, etc., prohibited.
- 17-112. Service of orders by the inspections department.
- 17-113. Penalties for violation of this ordinance.

17-101. Definitions. For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(1) "Ashes." Such term shall include the waste products from coal, wood, and other fuels used for cooking and heating from all public and private residences and establishments.

(2) "Bulk Waste". Such term shall mean furniture, bedding, appliances, and other refuse items that, by their size, shape, or weight, cannot be placed in a city provided container. This term specifically excludes construction waste.

¹Municipal code reference

Property maintenance regulations: Title 13.

(3) "Construction Waste." Such term shall mean materials from building construction, demolition, remodeling, or construction site preparation, including, but not limited to rocks, stumps, bricks, dirt, plaster, wood, roofing, and all types of building scrap materials.

(4) "Collector." Such term shall mean any person who collects, transports, or disposes of any refuse within the city.

(5) "Director." Such term shall mean the director of the Department of Public Works of the City.

(6) "Garbage." Such term shall include all household wastes, including, but not limited to, food waste, bottles, waste paper, cans, clothing, and general refuse. It shall exclude yard waste, construction waste, hazardous waste, human or animal excreta or fecal matter, dead animals, and bulk waste.

(7) "Hazardous Waste." Such term shall include any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property or persons by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful, as defined by the state in its statutes and regulations regarding hazardous waste.

(8) "Health officer." Such term shall mean the health authority of the city or his authorized representative.

(9) "Industrial Waste." Such term shall mean all wastes peculiar to industrial, manufacturing or processing plants.

(10) "Litter." Such term means all garbage, refuse, trash and all other waste material which, if thrown, deposited or left unattended as prohibited in this chapter, tends to create a danger to the public health, safety, and welfare.

(11) The term "Mechanically-Handled Container" or "MHC" shall mean those containers distributed by the city for refuse collection.

(12) "Nonresidential service." Such term means service to all service areas in the city, such service area being as defined by the Director, except those locations specified under residential service. Nonresidential service locations shall include but are not limited to federal, state, county and municipal government locations, universities and colleges, hospitals, lodges, clubs, labor unions, schools and churches, apartment complexes of five (5) or more units, and trailer park complexes of five (5) or more units, as well as business, commercial, industrial and office establishments. Classification as a nonresidential service location shall normally preclude classification as a residential service location.

(13) "Person" shall include any natural person, association, partnership, firm or corporation.

(14) "Recyclable material." Such term shall mean solid waste or waste materials capable of being made into other materials or products for materials, to include plastics, glass, aluminum, steel, newspaper, mixed paper, cardboard and other materials as identified by the Public Works Department.

(15) "Refuse." Such term shall include all garbage, rubbish, ashes, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar unwanted materials, but shall not include sewage, body wastes, or recognizable industrial by-products, from all residences and establishments, public and private.

(16) "Residential service." Such term means service to single- or multiple-family dwelling units up to and including apartment complexes of four (4) units or less, and service to trailer park complexes of four (4) units or less.

(17) "Small commercial unit" shall mean any commercial unit requiring less than five (5) MHCs.

(18) "Yard Waste." Such term shall mean grass clippings, leaves, tree and shrubbery trimmings and other related yard waste materials accumulated by the property resident. It does not include land clearing operations or stump and other materials cut by private enterprise or professional tree trimmer.

(1979 Code, § 8-201, as amended by Ord. #2511, Aug. 1987, and replaced by Ord. #3395, June 2010)

17-102. Premises to be kept in clean and sanitary condition. All persons within the city shall keep their premises in a clean and sanitary condition, free from accumulations of refuse, offal, filth, and trash. Such persons shall store such refuse between intervals of collection or dispose of such materials in an MHC or other manner as may be prescribed by the health officer so as not to cause a nuisance or become injurious to the public health and welfare. (1979 Code, § 8-202, as replaced by Ord. #3395, June 2010)

17-103. Containers required; specifications; location; cleanliness.

(1) Each owner, occupant, tenant, subtenant, lessee, or others using or occupying any building, house, structure, or grounds within the corporate limits of the city where refuse materials or substances as defined in this chapter accumulate or are likely to accumulate, shall use an adequate number of MHCs for the storage of such refuse, or where capacity of the permitted number of MHCs is inadequate, use a commercially supplied container approved by the city's health officer. Each MHC shall not weigh more than fifty (50) pounds when full.

(2) Mechanically-handled containers. The refuse collection agency of the city is equipped to only handle containers mechanically. These MHCs shall be used by all persons from whom trash is collected, except for those persons qualifying for opting out of the city's plan as described in § 17-110. MHCs damaged through no fault of the city will not be replaced without charge. (1979 Code, § 8-203, as replaced by Ord. #3395, June 2010)

17-104. Confiscation of unsuitable containers. The official refuse collecting agency of the city is herein authorized to confiscate or to remove unapproved storage containers from the premises of residences and establishments, public and private, when, at the discretion of the inspections department, such containers are not suitable for the healthful and sanitary storage of refuse substances. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the official collecting agency only after the owners of such containers have been duly notified of such impending action. (1979 Code, § 8-204, as replaced by Ord. #3395, June 2010)

17-105. Disposition of wet garbage, leaves, light brush, lawn clippings, etc. Wet garbage. Wet garbage or refuse must be drained of all liquids and wrapped in paper or other suitable material prior to placing it in an MHC. (Ord. #2511, Aug. 1987, as replaced by Ord. #3395, June 2010)

17-106. Bulk Waste Regulations.

(1) Residential bulk waste shall include stoves, refrigerators, water tanks, washer/dryers, furniture or similar bulky items having a weight greater than fifty (50) pounds or a volume greater than thirty-two (32) gallons. Residential bulky trash will be collected on a schedule determined by the director or his/her designee. Such refuse shall be kept separate from yard waste and shall be placed adjacent to and back of the curb, or adjacent to and back of the ditch, alley or street line if there is no curb, without blocking the roadway or any sidewalk or drainage ditch. Bulky trash may be put out for collection only on the property where it was generated. It may not be put out prior to the day before scheduled collection and must be out by 7:00 a.m. of that day.

(a) Bulky waste collection service is provided for residential properties only. Nonresidential generators are responsible for solid waste removal from their property to a permitted disposal site.

(b) The size of the pile of bulk waste placed for the city to pick up shall be no larger than five (5) feet long, three (3) feet tall, and four (4) feet wide.

(c) Bulky waste placed for collection at times other than designated by this section or in violation of any other section of this chapter shall be in violation and shall be subject to the penalties set forth in section 17-113 of this chapter.

(2) Residential yard waste shall include brush, leaves, grass cuttings and garden trimmings, weeds, and roots from which all dirt has been removed. Residential yard waste, not including brush and leaves, shall be deposited in disposable containers or in an MHC, provided that such refuse is loose in the container and not tightly compacted so to cause difficulty to the collector in removing the trash from said container. Each property owner within the limits of the city shall be entitled to have brush and leaves collected from each parcel of real property owned by him on a regular basis as designated by the Director; provided that any such pickup will be refused unless the property owner, his agent or tenant in charge of the premises shall comply with the following conditions:

(a) No garbage, refuse, bulky trash, or demolition materials is to be intermingled with the leaves, brush or branches to be collected.

(b) All leaves, brush or branches authorized for collection shall be placed as near as practicable to the roadway in front of the premises without blocking the roadway or any sidewalk or drainage ditch.

(c) All brush or branches to be collected shall be sized so that no such branch exceeds ten (10) feet in length or twelve (12) inches in diameter. Stumps will not be collected.

(d) None of the provisions of this section shall apply to branches cut or trimmed from trees by any person engaged in the profession of tree trimming or branches that have been left on premises in violation of any applicable sections of this chapter or to any yard waste not resulting from the normal and routine maintenance of a yard, grounds, or residence. The business, contractor, or professional person shall be held responsible for any waste generated from performing this type of work on any property in the city. No waste from any service is permitted to be placed at the roadside.

(e) None of the provisions of this section shall apply to yard waste generated on a commercial property, nonresidential property, or by a business of any kind. Nor does it include yard waste generated from lot development or leveling and grading activities associated with new construction.

(3) Construction waste such as scrap lumber, plaster, roofing, concrete resulting from construction, repair, remodeling or demolition of any building or appurtenances on private property generated by a contractor or professional will not be removed by the Department of Public Works, and the owner must cause such materials and waste to be privately removed.

(4) Industrial waste and hazardous waste shall be disposed of by the industry, manufacturer or processing plant generating such waste under such methods and conditions as shall be approved by the state.

(5) Prohibited substances and practices. The following substances are prohibited and shall not be deposited in containers serviced by the city or its contractor:

(a) Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.

(b) All pathogenic and radioactive waste, which shall be disposed of by the institution generating such waste under conditions as shall be approved by the state.

(c) Any material that could be hazardous or injurious to city employees or their contractor and/or could cause damage to city or their contractor's equipment.

(d) Construction waste as defined in this section.

(e) Hot materials such as ashes, cinders, etc.

(f) Human or animal waste, unless it is placed and secured in a plastic bag or suitable paper bag.

(g) Infectious wastes as classified below:

(h) Isolation wastes. Wastes contaminated by patients who are isolated due to communicable disease as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions in Hospitals (July 1983).

(i) Cultures and stocks of infectious agents and associated biological cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, waste from the production of biologicals, discarded lived and attenuated vaccines, and cultural dishes and devices used to transfer, inoculate, and mix cultures.

(j) Human blood and blood products. Waste human blood and blood products such as serum, plasma, and other blood components.

(k) Pathological wastes. Pathological wastes such as tissues, organs, body parts, and body fluids that are removed during surgery and/or autopsy.

(l) Discarded sharps. All discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass, scalpel blades) used in patient care, medical research, or industrial laboratories.

(m) Contaminated animal carcasses, body parts, and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals or in the in vitro testing of pharmaceuticals.

(n) Facility-specified wastes. Other wastes determined to be infectious by a written facility policy.

(o) Human and/or animal remains shall be prohibited from being placed in garbage containers.

(p) It shall be unlawful for any person to move, remove, reset, scatter, tamper with, use, carry away, deface, mutilate, destroy, damage, or interfere with any garbage container or bulk waste pile.

17-107. Permit required for collecting refuse. No person shall engage in the business of collecting refuse or removing the contents of any refuse container, for any purpose whatsoever, which does not possess a permit to do so from the city. Such permits may be issued only after the applicant's capability of complying with the requirements of this chapter has been fully determined. The City Administrator is authorized to promulgate and publish minimum standards required to qualify for such a permit. Such permits may be suspended or revoked upon the violation of any of the terms of this chapter. (1979 Code, § 8-207, as replaced by Ord. #3395, June 2010)

17-108. Maximum intervals for refuse collection. All refuse shall be collected frequently to prevent the occurrence of nuisances and public health problems. Such collections shall normally be made at regularly scheduled intervals of not less than once each week. The collection of refuse within the city shall be under the direct supervision of the city administrator or his authorized representative. (1979 Code, § 8-208, as replaced by Ord. #3395, June 2010)

17-109. Vehicle requirements. The collection of refuse shall be by means of city vehicles, or in the case of private collectors and haulers, with beds constructed of impervious materials and easily cleanable and so constructed that there will be no leakage of liquids draining from the refuse onto the streets and public thoroughfares. Provisions shall be made to prevent the scattering of refuse over the streets and thoroughfares by effective coverings or closed truck beds. (1979 Code, § 8-209, as replaced by Ord. #3395, June 2010)

17-110. Fees established, collection rules and regulations. (1) Fee established. There is hereby established a residential, nonresidential and small commercial garbage service user fee to be charged to and collected from each household unit and small commercial unit in the city of Morristown, Tennessee on a monthly basis.

(2) Fee amount. The residential and small commercial garbage service user fee is established at the rate of ten dollars (\$10.00) per month per MHC located at the premises.

(3) Excluded service. The city will not provide garbage collection for industrial or large commercial units.

(4) Placement of MHCs. All refuse must be placed in the MHC at the curb of a public city street prior to 7:30 A.M. on the designated collection day and removed the same day.

(5) Provision of MHCs. One (1) MHC will be furnished at no cost and additional MHCs may be purchased, all as shown in the following table. If the allowable number of MHCs is insufficient to service the unit(s), then the unit(s) must contract with a permitted collection hauler for collection service. The following table shows the number of MHCs furnished by the city and the number of MHCs which may be purchased for the various units.

<u>CUSTOMER</u>	<u>FURNISHED</u>	<u>PURCHASE</u>
Small commercial, single family, town homes, separately-owned condominiums	1	1
2, 3, or 4 unit structures	2	2
5 or 6 unit structures	3	3
7 or 8 unit structures	4	4
9 or 10 unit structures	5	5

The maximum number of MHCs, including purchased MHCs, at a single structure multi-family dwelling or mobile home park, shall not exceed ten (10) carts. Multi-family dwellings within the same complex under separate ownership will be considered as separate structures. For example, if three (3) ten (10) unit structures are located in one (1) complex and each is separately owned, then fifteen (15) MHCs would be furnished. (1979 Code, § 8-210, as replaced by Ord. #3395, June 2010)

17-111. Depositing garbage, etc., on streets, etc., prohibited. No person shall throw any garbage or other vegetable matter on any of the streets or other public places of the city. (1979 Code, § 8-212, as replaced by Ord. #3395, June 2010)

17-112. Service of orders by the inspections department. It shall be the duty of the inspections department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified by the inspections department. (1979 Code, § 8-213, as replaced by Ord. #3395, June 2010)

17-113. Penalties for violations of this ordinance.

(1) Any person violating the provisions of this chapter shall be guilty of a misdemeanor and punished as provided in the general provisions of the City Code. Each day that a continuing violation of this chapter is maintained or permitted to remain shall constitute a separate offense.

(2) Any person violating the provisions of this chapter may be assessed a civil penalty by the city not to exceed seventy-six dollars (\$76.00) per day and the repayment of administration costs incident to the correction of the municipal violation up to five hundred dollars (\$500.00) for each day of violation. Each day of violation shall constitute a separate offense for which the person in violation will be liable.

(3) In addition to the civil penalty in subsection (b) above, the city may recover all damages proximately caused by the violator to the municipality, which may include any reasonable expenses incurred in investigating violations and enforcing violations of this chapter.

(4) The city may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.

(5) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 20TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3RD DAY OF NOVEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF TRANSPORTATION
AND
CITY OF MORRISTOWN
MOORE-MURRELL FIELD
MORRISTOWN, TENNESSEE

This Agreement, by and between the State of Tennessee, Tennessee Department of Transportation (hereinafter referred to as the "State") and City of Morristown, Morristown, Tennessee (hereinafter referred to as the "Agency") is for the provision of establishing an Automated Weather Observation System (hereinafter referred to as the "AWOS") at the Moore-Murrell Field, Morristown, Tennessee (hereinafter referred to as the "Airport") as further defined in the "SCOPE OF AGREEMENT" below.

A. SCOPE OF AGREEMENT:

- A.1. Tennessee Code of Annotated, Section 42-2-102 provides that the State has the duty to further the public interest and aeronautical progress by providing for the protection and promotion of safety in aeronautics. In furtherance of this duty, the State has determined that it is in the best interest of aeronautics and aviation safety to establish an Automated Weather Observation System (AWOS) at the Airport.
- A.2. The purpose of this Agreement is to provide for the establishment and maintenance of an AWOS at the Airport and to provide the terms, conditions, duties, and responsibilities of the State and the Agency in said endeavor.
- A.3. The State shall purchase, install, and maintain the equipment necessary for the AWOS. The State shall maintain ownership of the AWOS. The Agency shall provide the site, electrical power source, electrical power service, telephone service installation, telephone service for the AWOS, and a chain-link security fence surrounding the AWOS equipment, the cost of all which shall be incurred by the Agency during the period of time listed in the "TERM OF AGREEMENT" below. The site provided for the AWOS will be selected by the State with the Agency providing the site and access to the site at no cost to the State for the period of time listed in the "TERM OF AGREEMENT" below. The State has the right to remove and/or replace the AWOS at any time during the period of time listed in the "TERM OF AGREEMENT" below.
- A.4. The State shall be responsible for the preparation of all plans and specifications and for on-site supervision and inspection to ensure conformance with the plans and specifications.

- A.5. In consideration for the State installing and maintaining an AWOS at the Airport, the Agency represents that it intends to operate and maintain the Airport for the period of time listed in the "TERM OF AGREEMENT" below.
- A.6. In consideration for the State installing and maintaining an AWOS at the Airport, the Agency shall maintain a five hundred foot (500') radius around the AWOS equipment at the Airport for the period of time listed in the "TERM OF AGREEMENT" below.
- A.7. Both the State and Agency shall be familiar with and follow all of the regulations and policies of the Federal Aviation Administration (FAA) in fulfilling the terms of this Agreement. This includes, but is not limited to, being knowledgeable of and complying with all FAA Regulations, FAA Policy and Guidance, FAA Orders and Notices, FAA Advisory Circulars, FAA Handbooks and Manuals, FAA Airworthiness Directives, FAA Notices to Airmen, FAA Forms, and FAA Temporary Flight Restrictions.

B. TERM OF AGREEMENT:

This Agreement shall be effective for the period beginning the date the State has signed it (as indicated by the date of the Commissioner's signature) and ending on September 1, 2040. The State shall have no obligation outside the aforesaid term of this Agreement.

C. PAYMENT TERMS AND CONDITIONS:

The State shall purchase, install, and maintain the equipment necessary for the AWOS. Otherwise, there shall be no cost to the State for performance under this Agreement.

The Agency shall provide at no cost to the State the site, access to the site, electrical power source, electrical power service, telephone service installation, telephone service for the AWOS, and a chain-link security fence surrounding the AWOS.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Agreement until it is signed by the contract parties.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties hereto.
- D.3. Termination for Convenience. The State may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. All provisions that logically ought to survive termination of this Agreement shall survive, including but not limited to, "Governing Law," "Records," "Monitoring," "State Liability," and "State and Federal Compliance"(as identified by the section headings).

- D.4. Termination for Cause. 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 State shall have the right to immediately terminate the Agreement. Notwithstanding the above, the Agency shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Agreement by the Agency and the State may seek other remedies allowed at law or in equity for breach of this Agreement. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under any other agreement between the Agency and the State under which the Agency has a right to receive payment from the State. All provisions that logically ought to survive termination of this Agreement shall survive, including but not limited to, "Governing Law," "Records," "Monitoring," "State Liability," and "State and Federal Compliance"(as identified by the section headings).
- D.5. Subcontracting. The Agency shall not assign this Agreement or enter into contract for any of the services performed under this Agreement without obtaining the prior written approval of the State. If such contracts are approved by the State, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Nondiscrimination," "Records," "Monitoring," "State and Federal Compliance," and "Governing Law" (as identified by the section headings). Notwithstanding any use of approved contractors, the Agency shall be responsible for all work performed.
- D.6. Conflicts of Interest. 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.
- D.7. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Agency shall maintain documentation of services rendered under this Agreement. The books, records, and documents of the Agency, insofar as they relate to work performed under this Agreement, shall be maintained for a period of three (3) full years from the final date of this Agreement and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Monitoring. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Agency shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant,

condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.12. Independent Contractor. The parties hereto, in the performance of this Agreement, shall not act as employees, partners, joint venturers, 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 Contract shall be construed to create an employer/employee 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.

The Agency, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Agreement.
- D.14. Force Majeure. 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Agency shall comply with all applicable State and Federal laws and regulations in the performance of this Agreement.
- D.16. Governing Law. 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.17. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' arrangement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.19. Headings. Section headings of this Agreement are for reference purposes only and shall not be construed as part of this Agreement.
- D.20. Communications and Contacts. All instructions, notices, consents, demands, or other

communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lisa Reaney, Program Coordinator
State of Tennessee, Department of Transportation
Aeronautics Division
P.O. Box 17326
Nashville, TN 37217
EMAIL: Lisa.Reaney@tn.gov
TELEPHONE: 615-741-3208
FAX : 615-741-4959

The Agency:

Ralph "Buddy" Fielder
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816
TELEPHONE: 423-585-4612
EMAIL: bfielder@mymorristown.com
FAX: 931-363-3408

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

IN WITNESS WHEREOF,

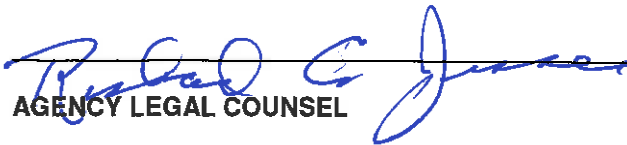
CITY OF MORRISTOWN:

AGENCY SIGNATURE

DATE

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY:

 10/9/15
AGENCY LEGAL COUNSEL DATE

TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE



Department of
Military

TEMA

David W. Purkey
Deputy Commissioner

Major General
Terry Max Haston
The Adjutant General

October 06, 2015

RE: FEMA-4211-DR-TN
PA ID# 063-50280-00
Morristown, City of

Mr. Tony Cox
City Administrator
100 West First North Street
Morristown, TN 37814

Dear Mr. Cox

Attached for signature is the contract between the Tennessee Emergency Management Agency and your jurisdiction. This contract is for the eligible costs incurred as a result of FEMA-4211-DR-TN.

The Project Application Grant Reports, referred to as P2's, are part of the contract. Please return the signed contract in its entirety (must be signed by the Applicant's Agent), to the following address:

Attention: Sarah Freeman
Tennessee Emergency Management Agency
Bureau of Recovery, Public Assistance
3041 Sidco Drive
Nashville, TN 37204

In accordance with FEMA regulations 44 CFR 206.206, you have the right to appeal if you are not satisfied with the action taken. If you desire to appeal, your appeal must be forwarded to this agency within 60 days of the date of this letter.

If you have any questions, Josh Case is the East TN Liaison for your Public Assistance award and can be contacted at (615) 741-3758 or jcase@tnema.org.

Sincerely,

Judith L. Huff
Public Assistance Manager

JLH:smf

Enclosure (as stated)

cc: Hamblen County EMA Director
East Tennessee Regional Administrator



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 02/15/2015	End Date 02/14/2020	Agency Tracking # 34101-11516	Edison ID			
Grantee Legal Entity Name CITY OF MORRISTOWN			Edison Vendor ID 4108			
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 97.036 Grantee's fiscal year end June 30th				
Service Caption (one line only) PUBLIC ASSISTANCE GRANT AWARD FOR COST INCURRED DURING FEMA-4211-DR-TN						
Funding —	FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
	2016	6,182.71	56,758.54			62,941.25
	TOTAL:	6,182.71	56,758.54			62,941.25
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection Describe the competitive selection process used. <input checked="" type="checkbox"/> Non-competitive Selection						
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Morristown, hereinafter referred to as the "Grantee," is for the provision of public assistance pursuant to Presidential Disaster Declaration number FEMA-4211-DR-TN for severe winter storm and flooding during February 2015, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. This Grant will be in accordance with the Project Application Summary (P.2) which identifies all projects, including Scope of Work, as approved by the Federal Emergency Management Agency (FEMA), to complete repairs and/or replacement to facilities damaged as a result of the above named Presidential Disaster Declaration.
- A.3. This Grant will incorporate the Project Application Summary (P.2) as a part of the Grant Budget. The Grant Budget, as may be amended, will identify on the Grant LINE-ITEM DETAIL FOR: Professional Fee/Grant & Award page, the FEMA project number, version number, whether line item project(s) is "Small Project(s)" and/or "Large Project(s)," description and total line project amount. Line item project(s) that indicates a total line item project amount less than one hundred twenty-one thousand, six hundred dollars and 00/100 (\$121,600.00) shall be "Small Project(s)" and line item project(s) that indicates a total line item project amount equal to or greater than one hundred twenty-one thousand, six hundred dollars and 00/100 (\$121,600.00) shall be "Large Project(s)" in accordance with the Code of Federal Regulations (CFR) 44.206.203 and the Federal-State agreement. Each line item "Small Project" exceeding the threshold of one hundred twenty-one thousand, six hundred dollars and 00/100 (\$121,600.00) shall be converted to a "Large Project" and the Grantee shall follow the regulations for a "Large Project." The State will maintain current documentation and inform each Grantee in writing as to whether the Grant represents "Small Project(s)" and/or "Large Project(s)."
- A.4. The Grantee shall provide support, and work in conjunction with, local emergency management agencies to improve preparedness, response, recovery, and mitigation against future disasters.
- A.5. The Grantee shall develop a formal written plan to prepare for, respond to, recover from and mitigate against damages from future disasters.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on February 15, 2015 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed sixty-two thousand, nine hundred forty-one dollars and 25/100 (\$62,941.25) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Public Assistance Office
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amounts.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Judy Huff, State Public Assistance Manager
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
jhuff@tnema.org
 Telephone #: (615) 741-3883
 FAX #: (615) 242-4770

The Grantee:

Tony Cox, City Administrator
 City of Morristown
 100 West First North Street
 Morristown, TN 37814
tcox@mymorristown.com
 Telephone #: (423) 585-4603
 FAX #: (423) 586-1205

Point of Contact:

Joey Barnard, Finance/Purchasing Manager
 City of Morristown
 100 West First North Street
 Morristown, TN 37814
jbarnard@mymorristown.com
 Telephone #: (423) 585-4614
 FAX #: (423) 585-4687

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 2 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 2 shall complete Attachment 3. If the Grantee is subject to an audit,

Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing

such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

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

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

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

- E.6. The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortuous conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
 - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

TONY COX, CITY ADMINISTRATOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**MG TERRY M. HASTON, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

GRANTEE NAME: CITY OF MORRISTOWN
PRESIDENTIAL DISASTER DECLARATION NUMBER FEMA-4211-DR-TN FOR SEVERE WINTER STORM AND FLOODING
DURING FEBRUARY 2015.

END: 02/14/2020

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
PA-04-TN-4211-PW-00149(0) Small Project Category A	29,187.30
PA-04-TN-4211-PW-00149(1) Small Project Category A	39,936.66
TOTAL	69,123.96

Report Generated on:	09/03/2015 15:22
Data Captured As Of:	09/03/2015 15:22
Disaster Number:	4211
Bundle:	PA-04-TN-4211-PW-00149
Applicant:	063-50280-00

Capture Date: 09/03/2015 15:22

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4211-DR-TN

Number of Records: 1

Applicant ID: 063-50280-00
Bundle #: PA-04-TN-4211-PW-00149(122)

Applicant: MORRISTOWN

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4211-PW-00149(0)	A	N	10-02-2015	29,187.30

Facility Number:

1

Facility Name:

City Wide Debris Removal

Location:

City Hall - 100 West First North Street Morristown TN

THIS IS A PILOT PROGRAM SUB-GRANT APPLICATION - ALL DEBRIS WAS NOT PICK-UP WITHIN THE 0 - 30 DAY TIME FRAME:

Work Completed:

In order to eliminate the immediate threats to lives, public health and safety; the Sub-grantee (Morristown) utilized 10 Force Account Labor employee to cut the falling trees and haul the vegetative debris to the landfill. The Force account Labor worked 297 regular hours, 24 overtime hours and 531 Force Account Equipment hours (knuckle boom trucks, trailers, pick-up truck and chainsaws) to cut down and remove the 642.42 CY vegetative debris from the city owned and maintained streets.

The cost of \$45.43 per CY (29,187.30/642.42) using Force Account Labor and Equipment to pick up debris city wide.

Applicant debris operations were not completed within the first 0 to 30 day period. (See PAAP Pilot Program Guide for Debris Removal, Version 2 dated June 27, 2014)

ACCELERATED DEBRIS REMOVAL (85% FEDERAL SHARE): Sub-grantee has chosen to participate in the Accelerated Debris Removal Alternate Procedure. This covers debris removal from days 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

FORCE ACCOUNT LABOR (STRAIGHT TIME): Sub-grantee has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris removal. As a result straight-time force account, including fringe benefits, will be reimbursed on the PW.

Equipment hours are more than the labor hour because there were multiple pieces of equipment used at the same time.

RECORD RETENTION: Complete records and cost documents for all approved work must be maintained by the Applicant ("Sub-grantee") for at least three years from the date the last project was completed or from the date final payment was received, whichever is later. Sub-grantee is responsible for retention of all documentation associated with this project.

CHANGES TO SCOPE OF WORK (SOW): If there are any changes in the SOW, Sub-grantee must contact Judith Huff at TEMA prior to the start of work. Judy's contact information is: Tennessee Emergency Management Agency (TEMA) 3041 Sidco Drive, P. O. Box 41502, Nashville, TN 37204-1502. Office phone: 615-741-3883. Cell: 615-390-9001
Email address: jhuff@tema.org

Firmette Panel # 47063C0145E; Zone X

SUPPORTING DOCUMENTATION: The supporting documentation for this project has been reviewed and verified by the Subgrantee and Project Specialist for correctness.

PROCUREMENT: The Subgrantee is required to adhere to applicable Federal, State and Local rules, regulations and policies regarding procurement of goods and services. Subgrantee shall maintain adequate records to support the basis for all purchasing goods and contracting services for projects approved under the Public Assistance program, as stated in 2 CFR 5200. Subgrantee has been advised that lack of following Federal, State and Local procurement rules and lack of documentation may jeopardize funding.

INSURANCE: Subgrantee is aware that all projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subgrantee's insurance policy which may affect the project's reimbursement amount.

DIRECT ADMINISTRATIVE COSTS Pursuant to DAP9525.9 Subgrantee has elected NOT to claim any direct administrative costs for this project.

HAZARD MITIGATION MEASURES: This project worksheet is for emergency work only; therefore mitigation is not eligible.

PERMITS: Subgrantee is responsible for obtaining all necessary Federal, State and Local permits and to comply with Environmental laws. Subgrantee has been advised that the lack of following Federal, State and Local permit requirements and environmental laws may jeopardize funding.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	29,187.30	0.00	29,187.30
Federal Share (\$)	24,809.21	0.00	24,809.21

Report Generated on:	09/03/2015 15:24
Data Captured As Of:	09/03/2015 15:24
Disaster Number:	4211
Bundle:	PA-04-TN-4211-PW-00149
Applicant:	063-50280-00

Capture Date: 09/03/2015 15:24

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4211-DR-TN

Number of Records: 1

Applicant ID: 063-50280-00
Bundle #: PA-04-TN-4211-PW-00149(243)

Applicant: MORRISTOWN

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4211-PW-00149(1)	A	N	10-02-2015	39,936.66

Facility Number:

1

Facility Name:

City Wide Debris Removal

Location:

VERSION 1

WORK COMPLETED:

"This change request is to cover days 31-90 of the Public Assistance Alternative Procedures (PAAP) Accelerated Debris Removal Program (sliding scale) and will be obligated at an increased cost share of 80%.

THIS IS A PILOT PROGRAM SUB-GRANT APPLICATION - ALL DEBRIS WAS PICK-UP WITHIN THE 31 - 90 DAY TIME FRAME:

Work Completed - In order to eliminate the immediate threats to lives, public health and safety; the Sub-grantee (Morristown) utilized 7 Force Account Labor employee to cut the falling trees and haul the vegetative debris to the landfill. The F/A employees worked 301.5 regular hours, 26 overtime hours and 655 Force Account Equipment hours (knuckle boom trucks, trailers, pick-up truck and chainsaws) to cut down and remove the 965.40 CY vegetative debris from the city owned and maintained streets.

The cost of \$41.37 per CY (39,936.66/965.40) using Force Account Labor and Equipment to pick up debris city wide. Applicant debris operations was completed within the 31 to 90 day period. (See PAAP Pilot Program Guide for Debris Removal, Version 2 dated June 27, 2014.

Scope of Work:

The last day worked was April 11, 2015 indicating debris operations are complete and there will not be an additional version.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	39,936.66	0.00	39,936.66
Federal Share (\$)	31,949.33	0.00	31,949.33

ATTACHMENT 2

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State during the Grantee's fiscal year.***

- ☐ City of Morristown is subject to an audit for fiscal year 2016.
- ☐ City of Morristown is not subject to an audit for fiscal year 2016.

Any Grantee that is subject to an audit must complete the information below.

Grantee's Edison Vendor ID Number: 4108

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 3

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent?

☐ Yes☐ No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child?

☐ Yes☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Morristown, City of
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	FEMA-4211-DR-TN
Fed Award Date	4/2/2015
CFDA number and name	97.036 - Public Assistance Grants
Grant contract's begin date	2/15/2015
Grant contract's end date	2/14/2020
Amount of federal funds obligated by this grant Contract	\$56,758.54
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$28,909,119.21
Name of federal awarding agency	Federal Emergency Management Agency
Name and contact information for the federal awarding official	Ms. Gracia Szczech Regional Administrator FEMA Region IV 3003 Chamblee-Tucker Road Atlanta, Georgia 30341
RandDaward:	No
Indirect cost rate for the federal award (See 2 C.F.R. 200.331 for information on type of indirect cost rate)	N/A

CHANGE ORDER

Project: Morristown Medical District Improvements	Change Order Number: 1
Owner: City of Morristown 100 W. First North Street. Morristown, TN 37814	Date Of Issuance: Oct 1, 2015
Contractor: Summers - Taylor, Inc. P.O. Box 1628 Elizabethton, TN 37644-1628	Engineer: CDM Smith 1100 Marion Street, Suite 300 Knoxville, TN 37921
Contract For:	Proj. No.: Contract No. 80014 TDOT PIN: 110259.00 State Proj. No.: 32LPI M-F0-002

You are directed to make the following changes in the Contract Documents:

Description of Change Order:

- 1) Item 403-01 -- Bituminous Material For Tack Coat (TC) (Ton) is included as a Plans Omission. This Pay Item was inadvertently not shown in the plans or quantified in the bid tabulation but is required per TDOT Specifications.
- 2) Time Extension - Time is to be extended by 60 days. This time extension is due to the time consuming activities associated with the approvals and fabrication of the specialty signs for the project.

Attachments: (List documents supporting change)

Item 1:

Email CDM Smith / RGCA for estimated quantity

Summary of CO #1 Pricing Details

letter & submittal of price from prime contractor Summers - Taylor, Inc.

emails from prime contractor Summers-Taylor, Inc. with Pay Item Pricing

verification of TDOT Bid History Region 1 three year average unit prices

emails from CDM Smith / TDOT bid history and use of breakdown

Item 2:

Letter requesting time extension

Email from Jarvis Sign showing proposed schedule

Original Contract Price: \$512,794.45	Original Contract Time: October 3, 2015 (75 days from NTP)
Previous Change Orders: #1 to #1	Net change from previous Change Orders: 0 days
Contract Price prior to the Change Order: \$ 512,794.45	Contract Time prior to the Change Order: October 3, 2015 (75 days from NTP)
Net Increase (decrease) of this Change Order: \$ 11,837.55	Net Increase (decrease) of this Change Order: 60 days
Contract Price with all approved Change Orders: \$ 524,632.00	Contract Time with all approved Change Orders: (135 days from NTP) December 2, 2015

RECOMMENDED BY: (Engineer)

 10-1-2015
 Signature / Date

APPROVED BY: (Owner)

 Signature / Date
 APPROVED BY: (Contractor)

 Signature / Date

Summers-Taylor, Inc.
201520
Danny Matthews

MORRISTOWN MEDICAL DISTRICT IMPROVEMENTS

Cost for Item 28

Page 1
07/24/2015 13:45

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-		
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract	Total
<hr/>										
BID ITEM = 28	CLIENT# = 403-01		Land Item	SCHEDULE: 1	100					
Description =	Bituminous Material for Tack		Unit =	TN	Takeoff Quan:	6.500	Engr Quan:			6.500
403010	BIT MTL FOR TACK COAT		Quan:	6.50 TN	Hrs/Shift:	10.00	Cal: STD WC: WC			
2ASTC	BITUM TACK MAT@109. 1.00	1,462.00	GAL	2.780		4,461				4,461
\$4,460.64				[]		4,461				4,461
						686.25				686.25
<hr/>										
Item Totals:	28	- Bituminous Material for Tack								
\$4,460.64				[]		4,461				4,461
686.252			6.5 TN			686.25				686.25
<hr/>										

OH 5% 34 ³⁰/₆₂
MU 10% 68
#789 ¹⁷/₁₀₂



Remit To: Blacklidge Emulsions, Inc.
P.O. Box 678265
Dallas, TX 75267-8265

*Current
Tricial*

Invoice #	SI63189
Date	6/22/2015
Page	1

Customer Job# CNN813NHI26648600481
Location Code: 09
Location Phone #: (864) 877-6081 Ext.

Bill To:

SUMMERS-TAYLOR, INC.
PO BOX 1628
ELIZABETHTON TN 37644-1628

Ship To:

SUMMERS-TAYLOR, INC.
1196 LONESOME PINE TRL
GREENEVILLE TN 37745-5208

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	BOL
	C11025	MJENKINS	DEL-GREER	NET 30	028278
Quantity	Item Number	Description	Units	Unit Price	Ext. Price
5,539.00000	1567-09	NTSS-1HM	GALLON	\$2.65000	\$14,678.35
165.00000	NI FREIGHT EACH	FREIGHT EACH	EACH	\$4.00	\$660.00
660.00000	NI FUEL SURCHARGE	FUEL SURCHARGE	EACH	\$0.14	\$92.40

ENTERED JUL 9 9 2015

RECEIVED

JUN 25 2015

G/L or JOB 352015
Phase 900200
Expense 58 Post-in June
Amount or Bt mm

TLB

Subtotal	\$15,430.75
Misc	\$0.00
Net	\$1,431.13
Freight	\$0.00
Trade Discount	\$0.00
Total	\$16,861.88

78/2/LN

TERMS: Net 30 days from date of BOL. Delinquent accounts are subject to a late fee of 1 1/2% per month (18% per year). Delinquent accounts are subject to being COD. Customers agree to pay all collection costs and legal fees.

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Visit us on-line at: www.BlacklidgeEmulsions.com

Call us at: 228-863-3878

Return to Agenda

From: Greg Green <ggreen@rgc-a.com>
Sent: Thursday, July 02, 2015 4:33 PM
To: Hillard, Joseph B.
Subject: RE: LP110259.00 Morristown Medical District Improvements - Tack Coat

Sorry for the delay. I can't remember that it ever come up in either of the pre-bid meetings. We came up with 15 tons of Tack Coat needed for the project.

Greg Green, P.E.
Project Manager



Robert G. Campbell & Assoc., L.P.
7523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556
Email: Greg.Green@rgc-a.com

From: Hillard, Joseph B. [<mailto:hillardjb@cdmsmith.com>]
Sent: Tuesday, June 30, 2015 2:01 PM
To: Greg Green
Cc: Widner, Jeffrey M; Kirby, Noel C.
Subject: LP110259.00 Morristown Medical District Improvements - Tack Coat

Greg,

Good afternoon! I hope all is well. I will be the R.E. for the construction of this project. While preparing for the pre-con it was discovered there is no item set up for tack coat. I have searched the notes and footnotes on the items, but apparently is not included in other items. Please let me know if I missed the note or if there is record that this is included in the asphalt items. If not included I will move forward with a change order to add the item.

Thanks,
Joe

Joe Hillard, PE | Civil Engineer / Project Manager | CDM Smith | 1100 Marion Street, Suite 300 • Knoxville, TN 37921 | 865.963.4369 (office) | 865.963.4303 (fax) | 865.740.0316 (cell) | hillardjb@cdmsmith.com | cdmsmith.com

Morristown Medical District Improvements

City of Morristown

TDOT PIN Number: 110259.00

County: Hamblen

Change Order #1 - Pricing Details

Item #	Description	Units	Original Plans Est. Quantity	Revised Est. Quantity	Estimated Quantity Increase (+) Decrease (-)	Contract / Proposed Unit Price	Revised Cost	Notes
403-01	Bluminous Material For Tack Coat (TC)	Ton	0	15	15	\$789.17	\$11,837.55	Required per TDOT Specifications
Total Change Order Amount							\$11,837.55	

Hillard, Joseph B.

From: Brad Baskette <Brad.Baskette@tn.gov>
Sent: Wednesday, August 05, 2015 2:48 PM
To: Hillard, Joseph B.
Cc: Thomas Bruce; Widner, Jeffrey M; Masi, Mary Beth; James Rosen
Subject: RE: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)
Attachments: 403-01 Tack Cost Summary.pdf; Randy's Bid tab.pdf; circltr2014-10-15 104.03.pdf

Joe,

I attached a bid tab from Randy Busler but I do not believe that it incorporates a good weighted average for the use of "tractless tact" as it has only started being widely used over the past 1.5 years. You can approve the addition by utilizing bid history or through the use of a detailed cost breakdown. (See attached circular letter) . If you and the City of Morristown review the detailed breakdown (Tack Cost Summary) and determine that it contains enough information to validate the cost, then the item(s) could be added by Change Order.

I would contact James Rosen for any QA requirement on this Locally Managed project.

Jay Rosen, P.E.
Regional Materials & Tests Supervisor
TDOT Region 1
865-594-9462

Thanks,
Brad



Brad Baskette | District Supervisor
Operations/Unit 1723
1851 State Street, Morristown, TN 37814
p. 423-587-7030 f. 423-5870-7073
Brad.Baskette@tn.gov
tn.gov/tdot

From: Hillard, Joseph B. [mailto:hillardjb@cdmsmith.com]
Sent: Wednesday, August 05, 2015 1:21 PM
To: Brad Baskette
Cc: Thomas Bruce; Widner, Jeffrey M; Masi, Mary Beth
Subject: FW: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

***** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - OIR-Security. *****

Brad,

I wanted to check to see if you have had time to look at this item. I also wanted to check with you concerning QA on this project. Do you know who will be performing the QA? I have not rec'd a list of QA tests that will be required. Any information you can give me would be greatly appreciated.

Thanks,
Joe

From: Hillard, Joseph B.
Sent: Monday, August 03, 2015 3:48 PM
To: brad.baskette@tn.gov
Cc: Masi, Mary Beth <masime@cdmsmith.com>
Subject: FW: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

Brad,

I hope all is well! I wanted to verify the trackless tack coat information that has been sent in for the above referenced project. If you concur with this assessment, can you please send me the up to date bid tabs for reference?

Thanks,
Joe

From: John Bowman [<mailto:johnb@summerstaylor.com>]
Sent: Wednesday, July 29, 2015 2:56 PM
To: Hillard, Joseph B. <hillardjb@cdmsmith.com>
Subject: FW: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

Joe,

Please see attached response for the trackless tack coat which we now use.

Thank you!

John

From: Danny Matthews [<mailto:dannym@summerstaylor.com>]
Sent: Friday, July 24, 2015 1:58 PM
To: John Bowman
Subject: RE: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

John,

We have gone to a trackless tack in the last 1-2 years as have most TDOT Contractors. This is a more expensive product and the bid tabs have not caught up to the pricing. Forward the cost detail and invoice to the engineer.

Ps: we cannot switch to non-trackless for one project. The tanks and the distributors are all filled with the Blacklidge Emulsions product.

Thanks

Summers-Taylor, Inc.
Danny Matthews

Vice President, Estimating

Ph# 423-547-2208 Office

Ph# 423-791-5107 Cell

Fax# 423-547-2213

Email@ dannym@summerstaylor.com

From: John Bowman [mailto:johnb@summerstaylor.com]

Sent: Friday, July 24, 2015 1:00 PM

To: Danny Matthews

Subject: FW: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

Can you help out with this?

I sent them a price of \$735.00 per ton.

From: Hillard, Joseph B. [mailto:hillardjb@cdmsmith.com]

Sent: Friday, July 24, 2015 12:22 PM

To: John Bowman

Cc: Masi, Mary Beth

Subject: RE: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

John,

Thanks for submitting the price for the tack coat. The price submitted will require a detailed cost breakdown due to exceeding the Bid Item History for this item by 10% according to TDOT Circular Letter 104-03.02. Please see attachments for circular letter and average bid prices (Region 1 - 2012,2013, and 2014) taken from the TDOT website. Please revise the price submittal and provide the cost breakdown as required if necessary for review and approval. Please feel free to give me a call if we need to discuss.

Thanks,
Joe

Joe Hillard, PE | Civil Engineer / Project Manager | CDM Smith | 1100 Marion Street, Suite 300 • Knoxville, TN 37921 | 865.963.4369 (office) | 865.963.4303 (fax) | 865.740.0316 (cell) | hillardjb@cdmsmith.com | cdmsmith.com

From: John Bowman [mailto:johnb@summerstaylor.com]

Sent: Monday, July 13, 2015 4:03 PM

To: Hillard, Joseph B.

Subject: RE: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

Attached is the price per ton for tack coat on the above referenced project.

If you need anything further let me know.

Thank you!

From: Hillard, Joseph B. [mailto:hillardjb@cdmsmith.com]
Sent: Friday, July 10, 2015 8:23 AM
To: johnb@summerstaylor.com
Cc: Widner, Jeffrey M; Masi, Mary Beth; mpoteet@mymorristown.com
Subject: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)

John,

As discussed at the pre-con there is not an item in the contract for tack nor is it included in other items. Please submit a price for the tack coat for this project. I have included below the Item number and units to be set up for the contract. I have also included the application rates for each layer.

Item Number	Item Description	U/M
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON

A total of 15.0 tons will be set up for the project. The target rate of application per TDOT Std Specifications will be 0.10 gallons / SY for the milled surface and 0.05 gallons / SY for the binder.

Please let me know if you have any questions.

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Information from ESET Endpoint Antivirus, version of virus signature database 11921 (20150710)

The message was checked by ESET Endpoint Antivirus.

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Sent: Wednesday, July 29, 2015 2:56 PM
To: Hillard, Joseph B.
Subject: FW: LP110259.00 Morristown Medical District Improvements - CO-01 Bituminous Material for Tack Coat (TC)
Attachments: 403-01 Tack Cost Summary.pdf

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Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summerstaylor.com

July 13, 2015

CDM Smith
1100 Marion Street, Suite 300
Knoxville, TN 37921

Attn: Mr. Joe Hillard

Re: LP110259.00 Morristown Medical District Improvements
Tack Coat

Dear Mr. Hillard;

As requested listed below is a price for the tack coat on the above referenced project.

Item Number	Item Description	U/M
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON
PRICE PER TON.....\$ 789.17		

We appreciate the opportunity to work with you on this project. If you have any further questions or need any additional information do not hesitate to contact us.

Very truly yours,

John T. Bowman
Estimator
SUMMERS-TAYLOR, INC.

TENNESSEE PAY ITEM REPORT

TDOT

Date: 08/05/2015
Time: 12:35:14

Pay Item: 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC)

TOTALS	High:	990.00	Wtd. Average:	691.56	Total Quan:	183.20	Count:	22
	Low:	300.00	Strt. Average:	685.98	Avg. Quan:	8.33	Median:	700.00
			Std Deviation:	131.18				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
mckinnon construction compan	knox	1	12/07/2012	9.00	TON	825.00	7,425.00
j & m grading division, llc	knox	2	12/07/2012	9.00	TON	783.00	7,047.00
charles blalock & sons, inc	knox	3	12/07/2012	9.00	TON	815.00	7,335.00
twin k construction inc.	knox	4	12/07/2012	9.00	TON	715.00	6,435.00
claiborne hauling, llc	knox	5	12/07/2012	9.00	TON	735.00	6,615.00
apac-atlantic, inc.	knox	6	12/07/2012	9.00	TON	650.00	5,850.00
whaley & sons inc	knox	7	12/07/2012	9.00	TON	650.00	5,850.00
duracap asphalt paving co, inc.	knox	8	12/07/2012	9.00	TON	700.00	6,300.00
mountain states contractors, llc	knox	9	12/07/2012	9.00	TON	700.00	6,300.00
charles blalock & sons, inc	sevier	1	04/05/2013	10.00	TON	990.00	9,900.00
hudson construction company	unicoi	2	07/12/2013	7.00	TON	300.00	2,100.00
baker's constr serv inc	sullivan	1	02/14/2014	8.00	TON	631.00	5,048.00
summers-taylor, inc.	sullivan	2	02/14/2014	8.00	TON	750.00	6,000.00
summers-taylor, inc.	greene	1	02/14/2014	5.00	TON	700.00	3,500.00
whaley & sons inc	greene	2	02/14/2014	5.00	TON	761.25	3,806.25
charles blalock & sons, inc	knox	1	07/11/2014	10.00	TON	666.75	6,667.50
rogers group, inc.	knox	2	07/11/2014	10.00	TON	635.00	6,350.00
summers-taylor, inc.	sullivan	1	08/29/2014	8.10	TON	710.00	5,751.00
bell & associates construction, lp	sullivan	2	08/29/2014	8.10	TON	662.83	5,368.92
summers-taylor, inc.	washington	1	08/29/2014	7.00	TON	650.00	4,550.00
rogers group, inc.	knox	1	05/15/2015	8.00	TON	561.78	4,494.24
apac-atlantic, inc.	knox	2	05/15/2015	8.00	TON	500.00	4,000.00

Report Settings

Selected Pay Item: 403-01 :bituminous material for tack coat (tc)
 Include Bidders: All Bids
 Sel County/Region: DOT Region 1
 Include Lettings: Last 36 Months
 Quantity Range: From 5.00 to 10.00 TON
 Omit High/Low Price: NO
 Averages Type: Weighted Average



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September 18, 2015

CDM Smith
1100 Marion Street, Suite 300
Knoxville, TN 37921

Attn: Mr. Joe Hillard

RE: LP110259.00 Morristown Medical District Improvements
Time Extension

Dear Mr. Hillard;

Summers-Taylor, Inc. is requesting a time extension of 60 days on the above referenced project due to the complexity of the specialty signs. We received final approval of the signs and the samples on September 15, 2015.

I have attached a schedule from our sign subcontractor which outlines their schedule for completion of the project. We completed the paving portion of this project in a timely manner however the signs took longer to get approval and to construct than was anticipated.

We appreciate the opportunity of working on this project with you. If you have any further questions or need any additional information do not hesitate to contact us.

Very truly yours,

John T. Bowman
Estimator
SUMMERS-TAYLOR, INC.

John Bowman

Subject: FW: Morristown Medical

From: Jennifer Sychareune [mailto:jennifer@jarvis signs.com]
Sent: Thursday, September 17, 2015 12:16 PM
To: Angie Campbell <angier@summerstaylor.com>
Subject: RE: Morristown Medical

Angie,

This is what we have come up with:

WE will be on-site the week of the October 26th to set the bases for the signs
We will return the following week of November 2nd to set the stop signs
We will plan to be on-site the week of November 9th to set the poles and the signs this may run into the following week
the week of November 16th. We will short for completion by the end of November if we have any problems.

We received approval on 9/15/15, so we usually say 8-10 weeks so this is in that time frame.



Jennifer Sychareune

113 Old Hickory Blvd. E.
Madison, TN 37115
615-865-6062 ph | 615-865-6083 fx
www.jarvis signs.com

[jarvis signs](https://www.facebook.com/jarvis signs) [jarvis sign company](https://www.facebook.com/jarvis sign company)

In exchange for the courtesy of credit a service charge of 4-1/2% per month (18% annually) will be added to all accounts 30 days due from invoice date. Minimum service charge of \$1.50. All expenses incidental to collection including a reasonable attorney's fee of not less than \$50.00, will be assessed.

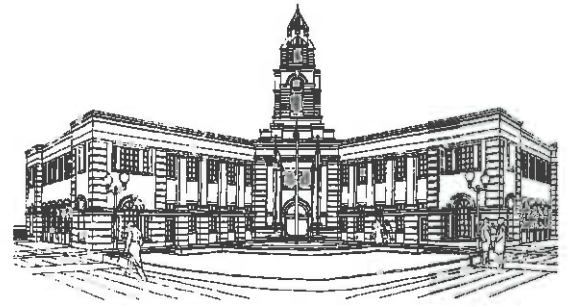
*****Production will proceed upon receipt of your signed and dated approval***** Proof approvals via email are considered binding and are subject to the above collection fees. It is your responsibility to verify quantities, sizes, colors, spelling and overall concept(s) contained in your layout. Any correction made after production begins will be your responsibility and additional charges will apply.

Colors as displayed electronically & on some computer monitors do not match. The colors in your layout should only be used as a reference. Please refer to the swatch color card for accurate color reference.

PLEASE NOTE ALL PAYMENT INSTRUCTIONS TO OUR ALTERNATE ADDRESSES: Jarvis Sign Service | 808 Madison Street | Madison, TN 37115

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO/L*

Date: October 14, 2015

Re: Entry Level Patrol Officers

I am requesting to hire two entry level patrol officers at the October 20th council meeting. Attached is the current civil service roster of eligible candidates. For two positions we may consider any of the top five candidates. These positions are to backfill current vacancies.

Thank you.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on October 15, 2015 to reflect recent testing, hiring and /or expirations.

	RANK AND NAME	EXPIRES
1	Paul Carter	30-Jun-16
2	Chris Lowe	30-Jun-16
3	Robert Brooks	30-Jun-16
4	Jeremy Norton	30-Jun-16
5	Jonathan Helton	30-Jun-16
6	Shannon Woods	30-Jun-16
7	Austin Miller	30-Jun-16
8	Chris Short	30-Jun-16
9	Aaron Ferguson	30-Jun-16
10	Corey Smith	30-Jun-16
11	Jessey McDaniel	30-Jun-16
12	Todd Lewis	30-Jun-16
13	Joe Lawson	30-Jun-16

For the Civil Service Board


Lee Parker, Vice-Chairman

10/15/2015
Date

From the Desk of

Debbie Stamey

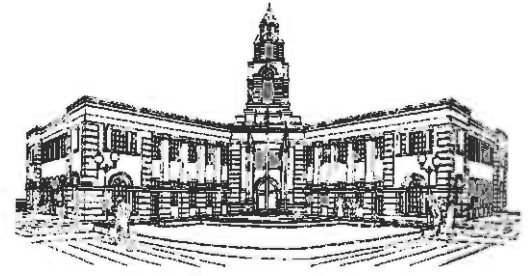
City Clerk/Executive Secretary
(423) 585-4603 Fax (423) 585-2792
e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: Report on Sign Ordinance Enhanced Enforcement

DATE: October 16, 2015

Alan Hartman, Development Director (Planning) and Buddy Fielder, Assistant City Administrator will report on the plan that staff has begun to use for routine enforcement of the sign ordinance as it deals with temporary signs.



Memo

To: Mayor & Members of Council
From: Anthony W. Cox, City Administrator
Date: October 12, 2015
Re: Clarification on Amendment to LAMPTO Grant Contract

It appears that there has been some confusion regarding the budget amendment to the state contract for LAMPTO funding for TDOT Planning Funds (PL funds). I hope that this clarifies any concerns or issues that you may have.

In prior periods, the grant contract from the state was for a one year period. With the amendment that you approved, the term of the contract was extended to cover multiple years. This is a change made by the state. Although the grant contract period includes October 1, 2013 through September 30, 2018, the budget amendment is to extend the funding from October 1, 2015 through September 30, 2018. Therefore, the budget amendment for that period totals the \$475,326 as stated on the council agenda. The total funding for the five year period is \$793,258.

The total local match for the five year term of the contract is \$198,315. As it relates to the period of the amendment, October 1, 2015 through September 30, 2018, the local match will not exceed \$118,831.50 or \$39,610.50 per year.

I hope this clarifies any confusion that you may have had. Please feel free to call or come by to discuss.