

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 7, 2016 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Ruth Carpenter, Master Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. May 17, 2016

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3552
An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 12 (Building, Utility, Etc., Codes), Chapter 7 (Codes Adopted) of the Morristown Municipal Code.
2. Ordinance No. 3553
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property. The Official Zoning Map of Morristown, TN of approximately 0.66 acres being part of Hamblen County Tax Parcels 041A A 02500, located along the western rights-of-way of White Avenue from Single Family Residential (R-1) to Intermediate Business (IB).}
3. Ordinance No. 3554
An Ordinance to Close and Vacate certain Rights-of-Way within the City of Morristown {Portion of S. James Street adjoining Donaldson property.}

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____
A Resolution authorizing the disbursement to the ALPS, Boys & Girls Club of Morristown, Inc., CEASE, Inc., The Child Advocacy Center, Girls, Inc., Helping Hands Clinic, Inc., Keep Morristown-Hamblen Beautiful, Morristown-Hamblen Child Care Centers, Helen Ross McNabb Center (New Hope Recovery), Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Inc., Helen Ross McNabb Center (Youth Emergency Shelter), Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, HC*EXCELL, Economic Development, Crockett Tavern, Workforce Development, and of those funds allocated to these non-profit charitable and civic organizations in the City of Morristown's 2016/2017 Fiscal Year Budget, in the total amount of \$321,500.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2016, and Ending June 30, 2017.
{Public Hearing June 21, 2016}
2. Ordinance No. _____
An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$6,039,051 for Year End Budget Amendment of the General Fund.
{Public Hearing June 21, 2016}
3. Ordinance No. _____
An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$150,000 for Year End Budget Amendment of Narcotics Fund.
{Public Hearing June 21, 2016}

9-c. Awarding of Bids/Contracts

1. Bid/Contract to Tennessee Turf Masters for Parks & Recreation Turf Management in the amount of \$20,005.
2. Approval of Grant Contract from Tennessee Department of Aeronautics for Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Survey and Study in the amount of \$78,600, this is a 90% Federal Grant with a 5% match from the State and the City in the amount of \$3,930 each.

3. Change Order No. 1 to Eagle Demolitions in the amount of \$3,900 for demolition of additional structure at Carriger Street.
4. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Marathon Realty Corp. (Food City Shopping Center, 200 South Liberty Hill Rd.) and the City of Morristown.
5. Approve purchase of Equipment for new Fire Truck from Municipal Emergency Services, Inc. in the amount of \$84,184.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

1. Line Item Transfer(s) for General Fund, CDBG Fund, Solid Waste Fund and Storm Water Fund.

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

June 21, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
June 21, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
June 23, 2016	(Thurs) 7:00 p.m.	City Council Roundtable, Buffalo Trail Baptist Church
July 4, 2016	(Monday)	City Employee's Holiday Independence Day
July 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
July 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
August 16, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2016	(Monday)	City Employee's Holiday Labor Day
September 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
September 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
June 7, 2016
5:00 p.m.

1. FY 2016/2017 Budget.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MAY 17, 2016**

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, May 17, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

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

Councilmember Senter made a motion to approve the May 3, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3549. The following people spoke regarding Ordinance No. 3549: Rev. Nigel Marlin Reid.

Councilmember Smith made a motion to approve Ordinance No. 3549 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3549

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9 of the Morristown Municipal Code by Deleting Chapter 1 (Miscellaneous), Chapter 5 (Pawnbrokers, Junk Dealers, Etc.), Chapter 7 (Pool Rooms), Chapter 8 (Restaurants), Chapter 9 (Self Service Dry Cleaning Establishments), Chapter 11, (Private Detectives), Chapter 12 (Coal and Coal Dealers) and Chapter 13 (Taxicabs) in their entirety.

A Public Hearing was held regarding Ordinance No. 3550.

Councilmember Senter made a motion to approve Ordinance No. 3550 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3550

An Ordinance of the City Council of Morristown, Tennessee, to Amend the Morristown Municipal Code by moving Chapter 10 of Title 9 to Title 12 Chapter 3.

A Public Hearing was held regarding Ordinance No. 3551. The following people spoke regarding Ordinance No. 3551: Rev. Nigel Marlin Reid.

Councilmember Pedigo made a motion to approve Ordinance No. 3551 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3551

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9, Chapter 16 (Cable Television) of the Morristown Municipal Code.

Councilmember Senter made a motion to approve Ordinance No. 3552 on first reading and schedule a public hearing relative to final passage of said ordinance for June 7, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3552

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 12 (Building, Utility, Etc., Codes), Chapter 7 (Codes Adopted) of the Morristown Municipal Code.

Councilmember Bivens made a motion to approve Ordinance No. 3553 on first reading and schedule a public hearing relative to final passage of said ordinance for June 7, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3553

An Ordinance of the City Council of Morristown, Tennessee, to Amend Appendix B. {Rezoning of property on the Official Zoning Map of Morristown, TN, of approximately 0.66 acres being part of Hamblen County Tax Parcels 041A A 02500, located along the western rights-of-way of White Avenue from Single Family Residential (R-1) to Intermediate Business (IB).}

Councilmember Senter made a motion to approve Ordinance No. 3554 on first reading and schedule a public hearing relative to final passage of said ordinance for June 7, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3554

An Ordinance of the City Council of Morristown, Tennessee, to Close and Vacate certain Rights-of-Way within the City of Morristown {Portion of S. James Street adjoining Donaldson property.}

Councilmember Bivens made a motion to approve the bid/contract for a ¾ Ton Crew Cab 4X4 Truck to be utilized by the Public Works Department to Rocky Top Chrysler Jeep Dodge in the amount of \$29,955. Councilmember Senter seconded the motion and upon roll call; all voted: “aye”.

Councilmember Alvis made a motion to approve the bid/contract for Demolition of nine (9) properties. The properties will be divided between the following two (2) vendors: Eagle Demolition and Environmental will be responsible for the demolition of five (5) properties in the amount of \$23,932; Shane’s Excavating will be responsible for the demolition of four (4) properties in the amount of \$14,850. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the bid/contract for Office 365 subscription service to DBISP, LLC, in the amount of \$11,367.95. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Garrett made a motion to approve the agreement between the City of Morristown, Tennessee and Brown, Edwards & Company, LLP to provide audit services for fiscal years ending June 30, 2016, 2017 and 2018. . Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the final change order for a net decrease amount of (\$8,360.30) for S. Henry St. Bridge Project bringing total amount from \$274,212.50 to \$265,852.20 to Summers-Taylor, Inc. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the final change order for a net decrease amount of (\$3,829.50) for the Installation of Traffic Signal System at S.R. 34 and Walters Drive, bringing total amount from \$203,527.50 to \$199,698.00 to Summers-Taylor, Inc. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve change order #2 for a net increase amount of \$14,400 for Resurfacing of N. Chucky Pike from Clearbrook Dr., to S.R.-34 and West Mountcastle St. from Bishop Ave. to Russell Ave., bringing total amount from \$150,938.20 to \$165,338.20. The project is being managed by the City of Morristown, with all costs being reimbursed by Jefferson City. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve amendment #3 for LAMTPO Wayfinding Sign Project to Kimley-Horn in the amount of \$6,800. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Request for Proposal (RFP) for Parks & Recreation Department Turf Management. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of 10 Taser X26P in the amount of \$18,526.86 for Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Knoxville, TVA Employees Credit Union and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Compassion Church and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Colgate Palmolive Company and the City of Morristown. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to reappoint Bill Hooks, Randall Jolley & Ed Sempkowski to the Parks & Recreation Advisory Board for three (3) year terms to expire June 1, 2019.

Councilmember Senter made a motion to approve the surplus, “retirement” of Police Dog Mako and authorize the transfer of ownership to handler Detective Pete Shockley with a Proclamation honoring Mako’s service to the City of Morristown. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox reported to City Council information received at the annual meeting of Keep Morristown-Hamblen Beautiful.

Mayor Chesney adjourned the May 17, 2016, City Council meeting at 5:47 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

**ORDINANCE NO. 3552
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO AMEND TITLE 12 (BUILDING, UTILITY, ETC.,
CODES) CHAPTER 7 (CODES ADOPTED) OF THE MORRISTOWN
MUNICIPAL CODE.**

Amend Section 12-701. Codes adopted.

(1) International Building Code appendix A101.4 Termination of employment is deleted in its entirety.

Amend Section 12-701. Codes adopted.

(2) International Residential Code and appendixes E, F, G, H, I, J, K, 2012 edition.

Replace Section R313.1 regarding Automatic Sprinkler systems in Townhouses, replace the exception with the following language: "An automatic residential fire sprinkler system shall not be required if a 2 hour fire resistance rated wall exists between units, if such walls do not contain plumbing and/or mechanical equipment, ducts, or vents in the common wall."

Replace Section R313.2 regarding Automatic Sprinkler systems in One-and Two-family dwellings: Replace "An automatic residential fire sprinkler system shall be installed in one- and two- family dwellings." with "An automatic residential fire sprinkler system in one- and two- family dwellings is optional."

PASSED ON FIRST READING THIS THE 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 7TH DAY OF JUNE,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3553

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {The Official Zoning Map of Morristown, TN of approximately 0.66 acres being part of Hamblen County Tax Parcels 041A A 02500, located along the western rights-of-way of White Avenue.}

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 said amendment;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that the Ordinance be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-1 (Single-Family Residential) to IB (Intermediate Business).

BEGINNING at a point on the northeastern corner of Parcel 041A A 025.00 as shown on 2016 Hamblen County Tax Map and the western boundary of White Avenue right-of-way; thence in a southwesterly direction along the northern boundary of said Parcel 041A A 025.00 for a distance approximately two hundred and six (206) feet to a point on the northwestern corner of said Parcel 041A A 025.00; thence southeastward for a distance of approximately one hundred and thirty-eight (138) feet to a point on the corner of said Parcel 041A A 025.00; thence northeastward along a line from said point for a distance of approximately one hundred and seventy-eight (178) feet to a point on the corner of said Parcel 041A A 025.00; thence northwestward for a distance of approximately one hundred and fifty-nine (159) feet to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps records and necessary minutes entries be changed so as to effect the amendment as herein provided, to the extent that the areas herein above described shall be permitted to be used for IB (Intermediate Business) only.

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 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 7TH DAY OF JUNE,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3554
ENTITLED AN ORDINANCE TO CLOSE AND VACATE
CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF
MORRISTOWN. {Portion of S. James Street adjoining
Donaldson property}**

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, on May 10, 2016 the Morristown Regional Planning Commission considered and recommended the closure of a portion of S James Street adjoining the northern boundary of the Donaldson property line; and

WHEREAS, the following action is deemed to be in the best interest of the municipality:

NOW, THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

BEGINNING on the northwest corner of the Donaldson property line as shown on Hamblen County Tax Map 032 034P G 03500 000 2016, being addressed as 425 Inman Street, thence in an easterly direction for a distance of approximately ninety-six (96) feet; thence continuing along said property line in a southeasterly direction for a distance of approximately thirty-five (35) feet to a point; thence in a northwesterly direction for a distance of approximately twenty (20) feet thence in a northwesterly direction for a distance of approximately thirty-five (35) feet; thence in a westerly direction along the northern boundary of said alley right-of-way for a distance of approximately ninety-six (96) feet to a point; thence in a southerly direction for a distance of approximately twenty (20) feet to the point of BEGINNING; thus being all of that portion of unopened alley right-of-way and a portion of S. James Street as shown on the before mentioned Hamblen County Tax Map that was requested to be abandoned by the City of Morristown.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading this the 17th day of May, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 7th day of June, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

SECTION 12: This ordinance shall take effect July 1, 2016, the public welfare requiring it.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DISBURSEMENT TO THE ALPS, BOYS & GIRLS CLUB OF MORRISTOWN INC., CEASE INC., THE CHILD ADVOCACY CENTER, GIRLS INC., HELPING HANDS CLINIC INC., KEEP MORRISTOWN-HAMBLÉN BEAUTIFUL, MORRISTOWN-HAMBLÉN CHILD CARE CENTERS, HELEN ROSS MCNABB CENTER (NEW HOPE RECOVERY), ROSE CENTER, SENIOR CITIZENS CENTER, SENIOR CITIZENS HOME ASSISTANCE SERVICE, STEPPING OUT INC., HELEN ROSS MCNABB CENTER (YOUTH EMERGENCY SHELTER), BOYS & GIRLS CLUB SWIM TEAM, PROJECT GRADUATION, DIVERSITY TASK FORCE, HC*EXCELL, ECONOMIC DEVELOPMENT, CROCKETT TAVERN, WORKFORCE DEVELOPMENT, AND OF THOSE FUNDS ALLOCATED TO THESE NON-PROFIT CHARITABLE AND CIVIC ORGANIZATIONS IN THE CITY OF MORRISTOWN'S 2016/2017 FISCAL YEAR BUDGET."

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown's budget adopted for the 2016/2017 fiscal year three hundred twenty-one thousand five hundred dollars (\$321,500) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., Keep Morristown-Hamblén Beautiful, Morristown-Hamblén Child Care Centers, Helen Ross McNabb Center (New Hope Recovery), Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center (Youth Emergency Shelter), Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, HC*EXCELL, Economic Development, Crockett Tavern, and Workforce Development; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown's 2016/2017 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 7th day of June, 2016, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred twenty-one thousand five hundred dollars (\$321,500) appropriated and budgeted by the City of Morristown Council in its 2016/2017 fiscal year budget for

the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	18,000
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
Keep Morristown-Hamblen Beautiful	19,950
Morristown-Hamblen Child Care Centers	23,925
Helen Ross McNabb Center (New Hope Recovery)	5,000
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out Inc.	5,000
Helen Ross McNabb Center (Youth Emergency Shelter)	30,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Diversity Task Force	7,000
HC*EXCELL	10,000
Economic Development	54,000
Crockett Tavern	7,500
Workforce Development	10,000
	<u>\$ 321,500</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on this the 7th day of June, 2016.

MAYOR

ATTEST

CITY ADMINISTRATOR

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017.

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 1 16 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2017:

General Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$25,118,815	\$26,231,355	\$27,165,722
Licenses And Permits	1,013,461	892,301	861,000
Intergovernmental	6,866,289	9,267,171	6,545,810
Charges For Services	129,851	128,246	128,000
Fines And Forfeitures	1,073,674	1,059,749	970,000
Uses of Money And Property	525,203	1,512,831	397,687
Total Revenues	34,727,293	39,091,653	36,068,219
Beginning Fund Balance	25,535,914	27,014,574	27,015,606
Total Available Funds	60,263,207	66,106,227	63,083,825

Narcotics Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	0	0	0
Fines And Forfeitures	97,658	99,250	80,000
Transfer from General Fund	483,218	568,623	0
Total Revenues	580,876	667,873	80,000
Beginning Fund Balance	54,465	83,295	73,054
Total Available Funds	635,341	751,168	153,054

LAMTPO Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	257,932	142,154	328,854
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	0	0	0
Total Revenues	257,932	142,154	328,854
Beginning Fund Balance	455,620	488,646	234,492
Total Available Funds	713,552	630,800	563,346

Solid Waste Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,356,626	1,363,498	1,365,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	300,000	400,000	230,000
Total Revenues	1,656,626	1,763,498	1,595,000
Beginning Fund Balance	203,306	230,012	344,707
Total Available Funds	1,859,932	1,993,510	1,939,707

Storm Water Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,276,063	1,338,314	1,500,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	5,380	6,765	5,000
Total Revenues	1,281,443	1,345,079	1,505,000
Beginning Fund Balance	3,580,008	3,838,115	2,343,365
Total Available Funds	4,861,451	5,183,194	3,848,365

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
City Legislative Services	\$166,884	\$188,838	\$293,852
City Management	483,567	623,073	784,892
Finance	757,713	827,206	895,023
Procurement Services	72,245	60,741	64,518
Technology Services	507,561	220,185	243,740
Human Resource Services	664,402	662,432	723,851
Legal Services	202,303	177,121	197,303
Community Services	1,512,977	1,178,865	421,953
Code Enforcement Services	178,206	179,127	246,899
Engineering	229,660	289,686	396,820
GIS Department	250,941	261,647	283,583
Inspections	420,123	407,415	540,307
Police	7,543,238	7,450,889	8,457,527
Fire and Medical	7,579,278	7,233,388	7,623,681
Public Works	6,216,832	9,621,584	8,198,509
Park & Rec	2,024,368	2,012,548	2,149,105
CDBG	0	0	494,061
Outside Agencies	237,202	250,000	250,000
Airport	910,628	1,654,981	1,168,906
Debt	1,402,512	1,485,841	2,054,106
Special Appropriations	1,104,775	1,961,431	1,200,169
Internal Transfers	783,218	2,343,623	3,380,000
Total Appropriations	33,248,633	39,090,621	40,068,805
Surplus/(Deficit)	1,478,660	1,032	(4,000,586)
Ending Fund Balance	27,014,574	27,015,606	23,015,020

Narcotics Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Police Narcotics	\$552,046	\$678,114	\$131,059
Internal Transfers	0	0	0
Total Appropriations	552,046	678,114	131,059
Surplus/(Deficit)	28,830	(10,241)	(51,059)
Ending Fund Balance	83,295	73,054	21,995

LAMTPO Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Transportation Planning Admin.	\$216,865	\$396,308	\$328,854
Section 5303 Admin and Programs	8,041	0	0
Internal Transfers	0	0	0
Total Appropriations	224,906	396,308	328,854
Surplus/(Deficit)	33,026	(254,154)	0
Ending Fund Balance	488,646	234,492	234,492

Solid Waste Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Sanitation	\$1,405,503	\$1,404,602	\$1,438,341
Recycling	190,202	210,176	261,263
Debt Service	34,215	34,025	33,083
Internal Transfers	0	0	0
Total Appropriations	1,629,920	1,648,803	1,732,687
Surplus/(Deficit)	26,706	114,695	(137,687)
Ending Fund Balance	230,012	344,707	207,020

Storm Water Fund	FY 2015	FY 2016	2017
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	Actual	Estimated	Proposed
Drainway Maintenance	\$406,244	\$2,005,369	\$542,797
Storm Water Admin.	272,240	254,300	393,231
Debt Service	127,108	362,416	348,638
Depreciation	217,744	217,744	218,386
Total Appropriations	1,023,336	2,839,829	1,503,052
Surplus/(Deficit)	258,107	(1,494,750)	1,948
Ending Fund Balance	3,838,115	2,343,365	2,345,313

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$ 27,015,606
Narcotics	\$ 73,054
LAMTPO	\$ 234,492
Solid Waste	\$ 344,707
Storm Water	\$ 2,343,365

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$208,884	\$135,156	\$0	\$4,373,650
Notes	\$335,000	\$54,632	\$0	\$2,660,000
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$893,300	\$708,356	\$0	\$15,259,909

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
\$7,582,585	\$7,582,585	\$0

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of

available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set in the Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations for no longer than 60 days after the end of the fiscal year. Approval of the Director of the Office of State and Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: There is hereby levied a property tax of \$1.20 per \$100 of assessed value on all real and personal property.

SECTION 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12: This ordinance shall take effect July 1, 2016, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 7TH DAY OF JUNE, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR/CITY CLERK

PASSED ON SECOND AND FINAL READING THIS THE 21ST DAY OF JUNE, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR/CITY CLERK

SEAL

APPROPRIATION ORDINANCE

Ordinance Number: 3520.01

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3520, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2015-2016 AND APPROPRIATE THE SUM OF \$6,039,051 FOR YEAR END BUDGET AMENDMENT FOR THE GENERAL FUND. THE ADDITIONAL APPROPRIATION FROM FUND BALANCE IS PRIMARILY FOR THE PURPOSE OF ESTABLISHING THE CAPITAL PROJECTS FUND.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3520 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2015-2016 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	31100	Property Tax - Current Year	\$250,000			
General (#110)	Revenue	31500	In Lieu - Tax Equivalents	\$200,000			
General (#110)	Revenue	31600	Local Option Sales Tax	\$1,000,000			
General (#110)	Revenue	33290	Other Federal Revenue	\$57,000			
General (#110)	Revenue	33520	State Income Tax	\$200,000			
General (#110)	Revenue	33580	State of Tennessee - TDOT Streets	\$2,710,000			
General (#110)	Revenue	33590	Other State Revenue		\$ 400,000		
General (#110)	Revenue	33602	State of Tennessee - COPS More Grant		\$ 100,000		
General (#110)	Revenue	33603	State of Tennessee - Public Safety In-service	\$48,500			
General (#110)	Revenue	33611	State of Tennessee - Fast Track Grants	\$428,000			
General (#110)	Revenue	33623	State of Tennessee - Farmers' Market	\$100,000			
General (#110)	Revenue	33840	Non-Revenue Fund Balance Appropriation	\$1,843,397			
General (#110)	Revenue	34610	Local Match - Private Business	\$451,354			
General (#110)	Revenue	36320	Sale of Buildings	\$180,000			
General (#110)	Revenue	36720	Insurance Reimbursements	\$70,800			
General (#110)	Revenue	36850	Bond Proceeds		\$ 1,300,000		
General (#110)	Revenue	37880	Transfer from LAMTPO	\$300,000			
General (#110)	Mayor & City Council	110-41100-804	Council Contingency				\$ 50,000
General (#110)	Elections	110-41110-399	Other Contracted Services				\$ 16,000
General (#110)	City Administrator	110-41200-111	Wages			\$ 67,000	
General (#110)	City Administrator	110-41200-214	Employee Health Insurance			\$ 10,000	
General (#110)	Finance	110-41530-514	OPEB Funding			\$ 23,281	
General (#110)	Purchasing	110-41610-111	Wages			\$ 1,500	
General (#110)	Retiree's Benefits	110-41630-262	Health Insurance - Retiree's				\$ 50,000
General (#110)	Computer Operations	110-41640-355	Computer/Data Processing			\$ 50,000	
General (#110)	Computer Operations	110-41640-399	Other Contracted Services			\$ 20,000	
General (#110)	Human Recourse's	110-41650-111	Wages				\$ 5,000
General (#110)	Legal Services	110-41660-352	Legal Services			\$ 100,000	

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FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Codes Enforcement	110-41710-111	Wages			\$ 1,000	
General (#110)	Codes Enforcement	110-41710-112	Overtime			\$ 8,000	
General (#110)	Codes Enforcement	110-41710-213	TCRS Contribution			\$ 1,500	
General (#110)	Codes Enforcement	110-41710-214	Employee Health Insurance			\$ 2,100	
General (#110)	Codes Enforcement	110-41710-971	Motor Equipment			\$ 18,600	
General (#110)	Engineering	110-41800-111	Wages				\$ 25,000
General (#110)	Engineering	110-41800-533	Equipment Rental/Lease				\$ 12,000
General (#110)	GIS	110-41810-399	Other Contracted Services				\$ 20,000
General (#110)	Inspections	110-42400-111	Wages				\$ 45,000
General (#110)	Police Administration	110-42110-355	Computer/Data Processing			\$ 10,000	
General (#110)	Police Administration	110-42110-359	Other Professional Services			\$ 6,200	
General (#110)	Police Administration	110-42110-399	Other Contracted Services			\$ 4,000	
General (#110)	Police Administration	110-42110-805	DOJ JAG Grant			\$ 13,100	
General (#110)	Patrol	110-42120-111	Wages				\$ 150,000
General (#110)	Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 100,000
General (#110)	Investigations	110-42130-111	Wages			\$ 20,000	
General (#110)	Investigations	110-42130-112	Overtime			\$ 5,000	
General (#110)	Investigations	110-42130-119	Holiday Pay			\$ 25,000	
General (#110)	Investigations	110-42130-213	TCRS Contribution			\$ 5,000	
General (#110)	Investigations	110-42130-214	Employee Health Insurance			\$ 13,000	
General (#110)	Fire Supervision	110-42210-111	Wages			\$ 6,000	
General (#110)	Fire Stations	110-42230-342	Water & Sewer			\$ 5,000	
General (#110)	Fire Fighting	110-42240-111	Wages				\$ 150,000
General (#110)	Fire Fighting	110-42240-433	Vehicle Parts			\$ 50,000	
General (#110)	PW - Buildings & Grounds	110-43120-399	Other Contracted Services			\$ 200,000	
General (#110)	PW - Equipment Shop	110-43130-111	Wages			\$ 25,000	
General (#110)	PW - Street Repairs	110-43140-111	Wages				\$ 200,000
General (#110)	PW - Street Lighting	110-43150-111	Wages			\$ 50,000	
General (#110)	PW - Street Lighting	110-43150-210	FICA			\$ 2,800	
General (#110)	PW - Street Lighting	110-43150-212	Medicare			\$ 750	
General (#110)	PW - Street Lighting	110-43150-213	TCRS Contribution			\$ 7,500	
General (#110)	PW - Street Lighting	110-43150-214	Health Insurance			\$ 17,250	
General (#110)	PW - Street Lighting	110-43150-365	Street Lights/Traffic Signals			\$ 5,000	
General (#110)	PW - Street Lighting	110-43150-413	Office Equipment			\$ 5,500	
General (#110)	PW - Brush Pick-up	110-43160-111	Wages			\$ 55,000	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	PW - Brush Pick-up	110-43160-112	Overtime			\$ 5,000	
General (#110)	PW - Brush Pick-up	110-43160-210	FICA			\$ 2,000	
General (#110)	PW - Brush Pick-up	110-43160-212	Medicare			\$ 500	
General (#110)	PW - Brush Pick-up	110-43160-213	TCRS Contribution			\$ 7,500	
General (#110)	PW - Brush Pick-up	110-43160-214	Health Insurance			\$ 30,000	
General (#110)	PW - Sidewalks	110-43180-399	Other Contracted Services			\$ 12,500	
General (#110)	PW - Sidewalks	110-43180-958	Roads, Streets, & Parking			\$ 58,300	
General (#110)	PW - Pavement Management System	110-43300-399	Other Contracted Services			\$ 165,020	
General (#110)	PW - Pavement Management System	110-43300-958	Street Infrastructure Improvements			\$ 3,300,000	
General (#110)	P&R - Administration	110-44410-221	Unemployment Insurance			\$ 7,000	
General (#110)	P&R - Playground & Programs	110-44420-114	Wages - Temporary			\$ 38,000	
General (#110)	P&R - Playground & Programs	110-44420-221	Unemployment Insurance			\$ 2,500	
General (#110)	P&R - Playground & Programs	110-44420-359	Other Professional Services			\$ 7,500	
General (#110)	P&R - Maintenance	110-44430-342	Water & Sewer			\$ 10,000	
General (#110)	Special Appropriations	110-81000-618	Fast Track Grants			\$ 857,150	
General (#110)	Transfers to Other Funds	110-92000-630	Narcotics Fund			\$ 150,000	
General (#110)	Transfers to Other Funds	110-92000-639	Capital Projects Fund			\$ 1,375,000	
			Totals	\$ 7,839,051	\$ 1,800,000	\$ 6,862,051	\$ 823,000

In Balance

PASSED ON FIRST READING THIS _7th_ Day of June 2016

ATTEST: _____

Mayor

City Administrator

PASSED ON SECOND READING THIS _21st_ Day of June 2016

ATTEST: _____

Mayor

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3520.02

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3520, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2015-2016 AND APPROPRIATE THE SUM OF \$150,000 FOR YEAR END BUDGET AMENDMENT FOR NARCOTICS FUND.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3520 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2015-2016 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
Narcotics (#126)	Revenue	126-37810	Interfund Transfer	\$150,000			
Narcotics (#126)	Narcotics	126-42170-111	Wages			\$ 79,500	
Narcotics (#126)	Narcotics	126-42170-112	Overtime			\$ 15,000	
Narcotics (#126)	Narcotics	126-42170-210	FICA			\$ 5,000	
Narcotics (#126)	Narcotics	126-42170-213	TCRS Contribution			\$ 14,000	
Narcotics (#126)	Narcotics	126-42170-214	Employee Insurance			\$ 14,000	
Narcotics (#126)	Narcotics	126-42170-433	Vehicle Parts			\$ 3,000	
Narcotics (#126)	Narcotics	126-42170-695	K-9 Dogs and Supplies			\$ 8,500	
Narcotics (#126)	Narcotics	126-42170-999	Other Capital Outlay			\$ 11,000	
			Totals	\$ 150,000	\$ -	\$ 150,000	\$ -

In Balance

PASSED ON FIRST READING THIS _7th_ Day of June 2016

Mayor

ATTEST: _____ City Administrator

PASSED ON SECOND READING THIS _21st_ Day of June 2016

Mayor

ATTEST: _____ City Administrator

This agreement, made between Tennessee Turf Masters, LLC (hereafter referred to as Contractor) and City of Morristown Parks and Recreation (hereafter referred to as Client) is subject to the following provisions:

1. **Services.** Contractor will provide turf care services to Client at the following location(s): Fields specified in TTM bid for services. Services are limited to the description of the turf care program chosen by the client. Any added service that is not included in the turf care program chosen will incur additional charges. These additional services are normally billed according to the additional treatments requested by the client.

Client is not required to present during the service, but the service area must be accessible and free of obstructions (lawn furniture, toys, trash, etc.) prior to the scheduled visit. All pets must be secured as to pose no threat to service personnel.

Contractor will contact client prior to service appointment.

2. **Term of Agreement.** This agreement shall be in effect for three years commencing on July 1, 2016. At the end of this three year period the contract may be extended for an additional two years if neither party indicates a desire to terminate the agreement.
3. **Termination of Agreement.** In the event that this agreement proves unsatisfactory, a 30-day written notice by either party may terminate the agreement. If the client terminates without notice, the client will be billed for the entire month's services. Contractor may terminate the agreement at any time without notice for nonpayment of services.
4. **Payment Terms.** Client agrees to pay \$1,667.08 : One thousand and six hundred and sixty-seven dollars and five cents per month for turf care program services. Yearly cost: \$20,005.00 : Twenty thousand and five dollars and zero cents.
 - a. Invoices for turf care services are mailed on the last day of each month with terms of Net 15 days.
 - b. Invoices not paid within 30 days of the invoice date will be assessed a finance charge of 10%.
 - c. Accounts delinquent after 60 days will be put on a cash basis for any future purchases.
 - d. We accept the following payment types: Cash, Personal Check, Money Order, Cashiers Check, Visa & Mastercard.
5. **Price Adjustments.** There will be no price adjustments for services for the period of July 1, 2016 to July 1, 2019.
6. **Indemnification.** The Contractor shall indemnify and hold harmless client from claims for injury, death and/or property damage due to the result of negligent acts and omission of the contractors, its agents and employees which are out of the work being performed under the Scope of this Agreement.



P.O. Box 625
New Market, TN 37820
Phone: 865-279-9909

7. **Insurance.** Contractor will carry \$1,000,000.00 liability insurance and \$500,000.00 workmans compensation and shall provide a Certificate of Insurance to the client upon the client's request.
8. **Independent Contractor.** The Contractor is an independent contractor and all persons employed to furnish services are employees or sub-contractors of the contractor.
9. **Entire Agreement.** This agreement and the attached specifications are the entire agreement between both parties. All prior negotiations between the parties are merged into this agreement. The agreement may not be modified except by the written approval of both parties.
10. **Effective Date.** This agreement commences on July 1, 2016.
11. **Acceptance.** By signing below parties accept the terms and conditions of this agreement.

At Tennessee Turf Masters, we pride ourselves on providing quality service and professionalism at competitive prices. Our experience and advanced education in the turfgrass science field assures that you are receiving the best possible care for your turf that is environmentally sound. We hope to do business with you for many years to come. If you ever have questions or comments, please feel free to call us any time

Client: The City of Morristown, TN

Contractor: TNTurfMasters

Authorized
Signature: _____

Authorized
Signature: 

Date: _____

Date: 6-1-16

TAD Project Number: 32-5555-0157-16

TAD Contract Number: AERO-16-244-00

Federal Grant Number: 3-47-SBGP- 47

2-06-15 GG

**GOVERNMENTAL GRANT CONTRACT**

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

Begin Date 05/31/2016	End Date 05/30/2021	Agency Tracking # 40100-09016	Edison ID 45412		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA: 20.106 Grantee's fiscal year end: June			
Service Caption (one line only) Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Survey and Study					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016	\$3,930.00	\$70,740.00		\$3,930.00	\$78,600.00
TOTAL:	\$3,930.00	\$70,740.00		\$3,930.00	\$78,600.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
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) 71302				

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of an airport improvement project, 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 the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the costs of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment One) incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. This paragraph will be added to the scope if federal funds are a part of this grant. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **May 31, 2016** ("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 **Seventy-Eight Thousand Six Hundred Dollars and No Cents (\$78,600.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Three is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are

not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division thru BlackCat
<https://secure.blackcatgrants.com>

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

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

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:

Belinda Hampton, GA III
TN Department of Transportation-Aeronautics Division
P.O. Box 17326
Nashville, TN 37217
Telephone: 615-741-1901
Email: belinda.hampton@tn.gov

The Grantee:

Gary Chesney, City Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816-1499
Telephone: 423-581-0100

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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, 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*.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within

this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, 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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- 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. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies 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 FFATA requirements, including but not limited to those below, 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 § 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/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "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 Contract is established.
- c. If this Grant Contract 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 Contract 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 Contract. 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 Contract for which the State may terminate this Grant Contract 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.

- E.5. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- E.6. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.7. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.8. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances/
- E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0157-16

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)



GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

City of Morristown

Incorporated 1855

Morristown Municipal Airport Commission



April 7, 2016

Mr. William B. Orellana, Director
Tennessee Department of Transportation
Aeronautics Division
P. O. Box 17326
Nashville, Tennessee 37217

Dear Mr. Orellana:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$78,600.00 for an Airport Drainage Improvement Project at Morristown Regional Airport. This is a safety and maintenance project to repair and maintain drainage facilities, repair and prevent standing water, repair and prevent sinkhole activity, repair areas of eroding soil, and prevent future damage to existing pavements. Many of these issues are located along the taxiway and runway and within RSA, 90% or more of the issues are located within the fence or aviation side of the airport.

The requested funding is for surveying, geotechnical, and engineering expenses. Attached is a proposed work authorization produced by our engineer, Michael Baker International, listing the anticipated costs for these services. Also attached is a completed application for Federal and/or State financial assistance for the improvements.

We have available the necessary funds for the local share of the proposed improvements. I am authorized to provide additional information or assurances associated with this request.

Please let me know if you have any questions or need additional information.

Sincerely,

Doe Jarvis, Chairman
Morristown Municipal Airport Commission

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE

Airport: Moore-Murrell Field
Project Title: Storm drainage, sinkhole repair, ditch grading, erosion control survey and study
Project Description: Storm drainage, sinkhole repair, ditch grading, erosion control survey and study

UPIN: BCG0002409
Submitted By: Buddy Fielder
Date Submitted: 4/7/2016 5:53:32PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: This is a safety and maintenance project to repair and maintain drainage facilities, repair and prevent standing water, repair and prevent sinkhole activity, repair areas of eroding soil, prevent future damage to existing pavements. Many of these issues are located along the taxiway and runway and within the RSA, 90% or more of the issues are located within the fence / aviation side of the airport.

Estimated Cost:

Fiscal Year: 2,016
Federal: ~~\$0~~
State: \$74,670
Local: \$3,930
Other: _____

Total: _____ 100%

Matching Funds Available?: 3,930.00

Airport Sponsor Comments:

MMAC local funding available

TAD Comments:

Buddy Fielder on Apr 7 2016 5:52PM:

Local match is available. Availability of Federal Funding unknown. MMAC Vision 100 balance is 0.

STAFF RECOMMENDATION
AMENDED COST ESTIMATED

State \$3,930.00 (05%)
Local \$3,930.00 (05%)
Federal \$70,740.00 (90%)

Total Project \$ 78,600.00

TDOT USE ONLY 32-0127
Staff Recommended:

Approved

Rejected:

Moved:

PSR Signature: _____

Date: 04/25/2016

TAC Signature: _____

Date: _____

Federal Award Identification Worksheet
(Subrecipient=Sponsor/Owner of Airport)

Subrecipient's name (must match registered name in DUNS)	<input checked="" type="checkbox"/>
Subrecipient's DUNS number	<input checked="" type="checkbox"/>
Federal Award Identification Number (FAIN)	3-47-SBGP-47
Federal award date	October 2014
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	May 31, 2016
Grant contract's end date	May 30, 2021
Amount of federal funds obligated by this grant contract	\$306,000
Total amount of federal funds obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/15-6/16) from ALL agencies)	<input checked="" type="checkbox"/>
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,086,619
Name of federal awarding agency	Federal Aviation Administrative
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division-Grants Manager PO Box 17326 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document that must be completed by the sponsor (Boxes checked) and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project [32555015716](#).

Any questions please contact the Finance/Grants Section, Belinda Hampton at 615-741-3208.

GRANT BUDGET				
City of Morristown: Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Survey/Study AERO-16-244-00				
The Grant Budget line-Item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: May 31, 2016 END: May 30, 2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$74,670.00	\$3,930.00	\$78,600.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$74,670.00	\$3,930.00	\$78,600.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

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.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Survey and Study	\$78,600.00
TOTAL	\$78,600.00

Project 32-0157
 Project Breakdown: \$70,740.00 90% Federal #47 (NPE)
 \$ 3,930.00 05% State
 \$ 3,930.00 05% Local
 Grant Total: \$78,740.00 100%



Eagle Demolition Environmental Inc

103 Folds Drive
GA 30117

Estimate

Date	Estimate #
5/25/2016	2

Name / Address
CITY OF MORRISTOWN JOEY BARNARD PO BOX 1499 MORRISTOWN TN 37816-1499

Office: 770-836-0673
770-832-3026
Fax: 770-838-7711
Email: bids@eagledemoenviro.com

			Project
Description	Qty	Rate	Total
OWNER CHANGE ORDER ---526 CARRIGER STREET. FOR DEMOLITION OF STRUCTURE ONLY		3,900.00	3,900.00
<p>NOTE: THIS CONSTITUTE FOR THE DEMOLITION OF STRUCTURE ONLY FOR THE AFOREMENTIONED ADDRESS. PLEASE SIGN CHANGE ORDER ESTIMATE AND RETURN AS SOON AS PERMISSIBLE.</p> <p>CITY OF THE MORRISTOWN</p> <p>SIGNATURE: _____</p> <p>ITS: _____</p> <p>DATE: _____</p> <p>HAVE A BLESSED DAY!</p>			
We look forward to doing business with you		Total	\$3,900.00

www.eagledemoenviro.com

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 7TH day of APRIL, 2016, by and between MARATHON REALTY CORP. hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
343-A-1.00 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1517 Page 360, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as FOOD CITY SHOPPING CENTER
200 SOUTH LIBERTY HILL ROAD
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant permission to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to one hundred fifty percent (150%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

MARATHON REALTY CORP.
Company/Corporation/Partnership Name (Seal)

By: [Signature]

LOUIS A. SCUDERE
(Type Name)

PRESIDENT
(Type Title)

State of Tennessee

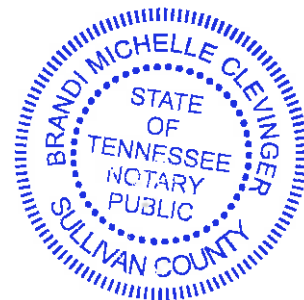
County of Sullivan

The foregoing Agreement was acknowledged before me this 7th day of April, 2016,

by Louis A Scudere

[Signature]
Notary Public

My Commission Expires 11/20/2018



Approved as to form:

[Signature] 5/27/16
City Attorney Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2016

Page 1

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

Purchase Order # **16003151-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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MUNICIPAL EMERGENCY SERVICES, INC.
6601-P NORTHPARK BLVD

CHARLOTTE, NC 28216

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

Vendor Phone Number 800-868-8584		Vendor Fax Number 704-599-4605		Requisition Number 16003314		Delivery Reference/Contact GARY RYAN																																																																																																																																
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<table><thead><tr><th>Item#</th><th>Description/Part No.</th><th>Qty/Unit</th><th>Cost Each</th><th>Extended Price</th></tr></thead><tbody><tr><td>001</td><td>ORIGINAL</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td>1.00 EACH</td><td>8500.00000</td><td>8,500.00</td></tr><tr><td></td><td>272085000</td><td></td><td></td><td></td></tr><tr><td></td><td>HURST S700E2 W/EXL BATTIS & CHARGER</td><td></td><td></td><td></td></tr><tr><td></td><td>42240-971</td><td></td><td></td><td>8,500.00</td></tr><tr><td>002</td><td></td><td>1.00 EACH</td><td>235.00000</td><td>235.00</td></tr><tr><td></td><td>PPS700E2</td><td></td><td></td><td></td></tr><tr><td></td><td>HORIZONTAL MOUNTING BRACKET FOR</td><td></td><td></td><td></td></tr><tr><td></td><td>S700E2 CUTTER</td><td></td><td></td><td></td></tr><tr><td></td><td>42240-971</td><td></td><td></td><td>235.00</td></tr><tr><td>003</td><td></td><td>1.00 EACH</td><td>9400.00000</td><td>9,400.00</td></tr><tr><td></td><td>271085000</td><td></td><td></td><td></td></tr><tr><td></td><td>HURST SP310E2 WITH EXL BATTERIES AND</td><td></td><td></td><td></td></tr><tr><td></td><td>CHARGER</td><td></td><td></td><td></td></tr><tr><td></td><td>42240-971</td><td></td><td></td><td>9,400.00</td></tr><tr><td>004</td><td></td><td>1.00 EACH</td><td>280.00000</td><td>280.00</td></tr><tr><td></td><td>PPSP310E2F</td><td></td><td></td><td></td></tr><tr><td></td><td>FLAT MOUNT BRACKET FOR SP 310E2</td><td></td><td></td><td></td></tr><tr><td></td><td>SPREADER</td><td></td><td></td><td></td></tr><tr><td></td><td>42240-971</td><td></td><td></td><td>280.00</td></tr><tr><td>005</td><td></td><td>1.00 EACH</td><td>6700.00000</td><td>6,700.00</td></tr><tr><td></td><td>274085000</td><td></td><td></td><td></td></tr><tr><td></td><td>HURST R421E2 WITH EXL BATTERIES AND</td><td></td><td></td><td></td></tr><tr><td></td><td>CHARGER</td><td></td><td></td><td></td></tr></tbody></table>										Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	001	ORIGINAL						1.00 EACH	8500.00000	8,500.00		272085000					HURST S700E2 W/EXL BATTIS & CHARGER					42240-971			8,500.00	002		1.00 EACH	235.00000	235.00		PPS700E2					HORIZONTAL MOUNTING BRACKET FOR					S700E2 CUTTER					42240-971			235.00	003		1.00 EACH	9400.00000	9,400.00		271085000					HURST SP310E2 WITH EXL BATTERIES AND					CHARGER					42240-971			9,400.00	004		1.00 EACH	280.00000	280.00		PPSP310E2F					FLAT MOUNT BRACKET FOR SP 310E2					SPREADER					42240-971			280.00	005		1.00 EACH	6700.00000	6,700.00		274085000					HURST R421E2 WITH EXL BATTERIES AND					CHARGER			
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The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

[Return to Agenda](#)



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2016

Page 2

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

Purchase Order # **16003151-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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MUNICIPAL EMERGENCY SERVICES, INC.
6601-P NORTHPARK BLVD

CHARLOTTE, NC 28216

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

Vendor Phone Number 800-868-8584		Vendor Fax Number 704-599-4605		Requisition Number 16003314		Delivery Reference/Contact GARY RYAN			
Date Ordered 06/01/16		Vendor Number 003573		Date Required		Interoffice Delivery		Department/Location 42240	
Item#	Description/Part No.					Qty/Unit	Cost Each	Extended Price	
006	42240-971					6,700.00			
						1.00	250.00000	250.00	
						EACH			
	PPR421E2								
	HORIZONTAL BRACKET FOR R421E2 RAM								
007	42240-971					250.00			
						1.00	1300.00000	1,300.00	
						EACH			
	272080910 HURST EDRAULIC BANK								
	CHARGER DC								
008	42240-971					1,300.00			
						1.00	530.00000	530.00	
						EACH			
	272085412								
	HURST 110V E2 POWER SUPPLY WITH PLUG								
009	42240-971					530.00			
						2.00	6800.00000	13,600.00	
						EACH			
	273100000								
	STRONGARM FIRE 100E PKG BLUE WITH 2								
	TIPS, 2 BATTERIES, AND 1 CHARGER								
010	42240-971					13,600.00			
						2.00	135.00000	270.00	
						EACH			
	244R029								
	STRONGARM QUICK RELEASE STRAP								
	42240-971					270.00			
							PO Total	41,065.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

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CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1489
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 1

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Purchase Order # **16003150-00**

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Tax Exempt #62-6000369

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MUNICIPAL EMERGENCY SERVICES, INC.
6601-P NORTHPARK BLVD

CHARLOTTE, NC 28216

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

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
800-868-8584		704-599-4605		16003312	GARY RYAN	
Date Ordered	Vendor Number	Date Required	Inter-office Delivery		Department/Location	
06/01/16	003573				42240	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			4.00 EACH	4637.00000	18,548.00
002	SCOTT AP75 X3212022200202 2.22 AIR PAK WITH STANDARD HARNESS AND STANDARD BELT WITH NOT ESCAPE ROPE, REGULATOR WITH QUICK CONNECT HOSE, DUAL EBSS, NO AIRLINE CONNECTION, PASS 42240-971			1.00 EACH	4637.00000	4,637.00
003	SCOTT AP75 X3212022200201 2.22 AIR PAK WITH STANDARD HARNESS AND STANDARD BELT WITH NOT ESCAPE ROPE, REGULATOR WITH QUICK CONNECT HOSE, DUAL EBSS, NO AIRLINE CONNECTION, PASS 42240-971			2.00 EACH	2442.00000	4,884.00
004	200954-02 RIT-PAK III ASSY, 4500 PSI 42240-971			2.00 EACH	1025.00000	2,050.00
	804723-01					

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

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VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0847
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 2

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MUNICIPAL EMERGENCY SERVICES, INC.
6601-P NORTHPARK BLVD

CHARLOTTE, NC 28216

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ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 800-868-8584		Vendor Fax Number 704-599-4605		Requisition Number 16003312		Delivery Reference/Contact GARY RYAN			
Date Ordered 06/01/16		Vendor Number 003573		Date Required		Interoffice Delivery		Department/Location 42240	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
005	(HM) CYL&VLV CARBON 60 42240-971				2,050.00				
					2.00 EACH	6500.00000		13,000.00	
	EAGLE ATTACK, GLOW BUMPER FAHRENHEIT TAC MODE TCS ACCY KIT1 42240-971				13,000.00				
						PO Total		43,119.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

VENDOR COPY

Authorized Signature

Date

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Authorized Signature

Date

City of Morristown Line Item Transfer

DOCUMENT NO. 1601
 FUND NO. #110
 FY 2016
 Date 6/1/16

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41100-111	Mayor & City Council - Wages	37,200	600	37,800
2	110-41100-134	Mayor & City Council - Christmas Bonus & Longevity	807	73	880
3	110-41100-310	Mayor & City Council - Postage	175	500	675
4	110-41100-321	Mayor & City Council - Printing Services	1,200	1,000	2,200
5	110-41100-330	Mayor & City Council - Legal Notices	2,100	1,000	3,100
6	110-41100-378	Mayor & City Council - Education Seminars & Training	1,800	2,000	3,800
7	110-41100-383	Mayor & City Council - Travel	12,000	7,000	19,000
8	110-41100-413	Mayor & City Council - Office Equipment	0	1,500	1,500
9	110-41100-499	Mayor & City Council - Other Supplies and Materials	800	500	1,300
10	110-41100-510	Mayor & City Council - Insurance	3,767	120	3,887
11	110-41100-804	Mayor & City Council - Council Contingency	90,000	(14,293)	75,707
12	110-41200-112	City Administrator - Overtime	0	1,000	1,000
13	110-41200-134	City Administrator - Christmas Bonus & Longevity	1,657	100	1,757
14	110-41200-210	City Administrator - FICA	21,411	1,100	22,511
15	110-41200-212	City Administrator - Medicare	5,007	700	5,707
16	110-41200-213	City Administrator - TCRS Contribution	51,317	10,000	61,317
17	110-41200-217	City Administrator - Employee Life Insurance	1,143	2,600	3,743
18	110-41200-351	City Administrator - Medical Services	0	100	100
19	110-41200-378	City Administrator - Education Seminars & Training	1,000	1,200	2,200
20	110-41200-510	City Administrator - Insurance	395	15	410
21	110-41200-801	City Administrator - Grants & Other Subsidies	25,000	(16,815)	8,185
22	110-41530-111	Finance - Wages	352,393	(20,000)	332,393
23	110-41530-310	Finance - Postage	12,500	5,000	17,500
24	110-41530-355	Finance - Computer/Data Processing	45,000	10,000	55,000
25	110-41530-411	Finance - Office Supplies	5,000	5,000	10,000
26	110-41610-375	Purchasing - Membership	110	120	230
27	110-41610-378	Purchasing - Education Seminars & Training	300	600	900
28	110-41610-411	Purchasing - Office Supplies	500	280	780
29	110-41610-533	Purchasing - Equipment Rental/Lease	1,000	(1,000)	-
30	110-41640-111	Computer Operations - Wages	63,413	650	64,063
31	110-41640-330	Computer Operations - Legal Notices	0	730	730
32	110-41640-378	Computer Operations - Education Seminars & Training	3,000	(1,380)	1,620
33	110-41650-111	Human Resources - Wages	154,824	(19,685)	135,139
34	110-41650-221	Human Resources - Unemployment Insurance	0	2,100	2,100
35	110-41650-310	Human Resources - Postage	500	1,000	1,500
36	110-41650-330	Human Resources - Legal Notices	1,500	8,000	9,500
37	110-41650-371	Human Resources - Subscriptions & Books	600	3,500	4,100
38	110-41650-383	Human Resources - Travel	4,000	1,500	5,500
39	110-41650-411	Human Resources - Office Supplies & Materials	1,500	1,000	2,500
40	110-41650-499	Human Resources - Other Supplies & Materials	500	1,000	1,500
41	110-41650-510	Human Resources - Insurance	3,436	585	4,021
42	110-41650-533	Human Resources - Equipment Rental/Lease	3,000	1,000	4,000
43	110-41660-134	Legal Services - Christmas Bonus/Longevity	414	1,275	1,689
44	110-41660-214	Legal Services - Employee Health Insurance	25,032	(2,275)	22,757
45	110-41660-399	Legal Services - Other Contracted Services	0	1,000	1,000
46	110-41700-111	Planning - Wages	221,195	23,000	244,195
47	110-41700-210	Planning - FICA	13,816	1,500	15,316
48	110-41700-212	Planning - Medicare	3,231	400	3,631
49	110-41700-213	Planning - TCRS Contribution	33,114	4,200	37,314

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LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
50	110-41700-310	Planning - Postage	500	1,000	1,500
51	110-41700-329	Planning - Other Operating Supplies	0	1,000	1,000
52	110-41700-355	Planning - Computer/Data Processing	0	2,200	2,200
53	110-41700-399	Planning - Other Contracted Services	738,150	(585,180)	152,970
54	110-41700-533	Planning - Equipment Rental/Lease	1,000	1,000	2,000
55	110-41700-801	Planning - Grants & Other Subsidies	0	550,880	550,880
56	110-41710-310	Codes Enforcement - Postage	1,500	500	2,000
57	110-41710-355	Codes Enforcement - Computer/Data Processing	0	1,350	1,350
58	110-41710-413	Codes Enforcement - Office Equipment	0	750	750
59	110-41710-431	Codes Enforcement - Gasoline & Diesel Fuel	7,000	(2,600)	4,400
60	110-41800-111	Engineering - Wages	166,932	(10,000)	156,932
61	110-41800-112	Engineering - Overtime	1,000	9,000	10,000
62	110-41800-226	Engineering - Clothing/Uniform/Shoes	250	1,000	1,250
63	110-41800-345	Engineering - Telephone Services	1,953	500	2,453
64	110-41800-355	Engineering - Computer/Data Processing	0	2,200	2,200
65	110-41800-421	Engineering - Computer/Software	8,500	(6,450)	2,050
66	110-41800-999	Engineering - Other Equipment	40,000	3,750	43,750
67	110-41810-111	GIS - Wages	123,505	850	124,355
68	110-41810-134	GIS - Christmas Bonus & Longevity	0	175	175
69	110-41810-214	GIS - Employee Health Insurance	23,286	2,700	25,986
70	110-41810-355	GIS - Computer/Data Processing	73,000	(0,225)	63,775
71	110-41810-378	GIS - Education Seminars & Training	2,000	500	2,500
72	110-41810-383	GIS - Travel Business Expenses	750	5,000	5,750
73	110-42400-214	Inspections - Employee Health Insurance	63,410	(3,000)	60,410
74	110-42400-310	Inspections - Postal Service	400	1,500	1,900
75	110-42400-355	Inspections - Computer/Data Processing	0	6,000	6,000
76	110-42400-399	Inspections - Other Contracted Services	53,500	(7,500)	46,000
77	110-42400-533	Inspections - Equipment Rental/Lease	2,500	3,000	5,500
78	110-42110-361	Police Administration - Repair & Maintenance Vehicles	150	2,000	2,150
79	110-42110-431	Police Administration - Gasoline & Diesel Fuel	6,000	(3,500)	2,500
80	110-42110-615	Police Administration - Sex Offender Administration	0	1,500	1,500
81	110-42120-111	Patrol - Wages	2,911,108	(30,000)	2,881,108
82	110-42120-112	Patrol - Overtime	105,000	5,000	110,000
83	110-42120-114	Patrol - Salaries Temporary Employees	10,600	5,000	15,600
84	110-42120-119	Patrol - Holiday Pay	90,000	30,000	120,000
85	110-42120-212	Patrol - Medicare	34,971	7,000	41,971
86	110-42120-214	Patrol - Employee Health Insurance	835,019	(44,500)	790,519
87	110-42120-221	Patrol - Unemployment Insurance	0	4,000	4,000
88	110-42120-399	Patrol - Other Contracted Services	8,500	7,500	16,000
89	110-42120-433	Patrol - Vehicle Parts/Oil/Fluid Tires	65,000	15,000	80,000
90	110-42120-999	Patrol - Other Capital Outlay	31,700	1,000	32,700
91	110-42130-134	Investigations - Christmas Bonus & Longevity	10,609	1,000	11,609
92	110-42130-210	Investigations - FICA	52,142	1,500	53,642
93	110-42130-212	Investigations - Medicare	12,195	500	12,695
94	110-42130-310	Investigations - Postal Service	500	500	1,000
95	110-42130-345	Investigations - Telephone Services	7,800	2,200	10,000
96	110-42130-364	Investigations - Repairs & Maintenance Buildings/Grounds	0	1,650	1,650
97	110-42130-399	Investigations - Other Contracted Services	200	1,000	1,200
98	110-42130-413	Investigations - Office Equipment	3,595	1,000	4,595
99	110-42130-419	Investigations - Small Tools & Equipment	5,864	1,500	7,364
100	110-42130-431	Investigations - Gasoline & Diesel Fuel	23,000	(10,850)	12,150
101	110-42210-214	Fire Supervision - Employee Health Insurance	76,406	1,500	77,906
102	110-42210-345	Fire Supervision - Telephone Services	2,739	1,200	3,939
103	110-42210-431	Fire Supervision - Gasoline & Diesel Fuel	6,500	(2,700)	3,800

LINE ITEM	ACCOUNT NO. ###-###-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
104	110-42220-111	Fire Inspections - Wages	71,682	1,200	72,882
105	110-42220-115	Fire Inspections - Other Salaries & Wages	1,900	(1,900)	-
106	110-42220-214	Fire Inspections - Employee Health Insurance	12,739	700	13,439
107	110-42220-355	Fire Inspections - Computer/Data Processing	0	2,175	2,175
108	110-42220-431	Fire Inspections - Gasoline & Diesel Fuel	6,000	(2,175)	3,825
109	110-42230-343	Fire Stations - Natural Gas & Propane	13,642	(5,000)	8,642
110	110-42230-364	Fire Stations - Repair & Maintenance Buildings Grounds	0	2,000	2,000
111	110-42230-419	Fire Stations - Small Tools & Equipment	0	4,100	4,100
112	110-42230-424	Fire Stations - Janitorial Supplies	22,000	(1,100)	20,900
113	110-42240-111	Fire Fighting - Wages	3,686,739	(37,000)	3,649,739
114	110-42240-112	Fire Fighting - Overtime	219,500	30,000	249,500
115	110-42240-342	Fire Fighting - Water & Sewer	36,117	3,000	39,117
116	110-42240-355	Fire Fighting - Computer/Data Processing	0	8,000	8,000
117	110-42240-362	Fire Fighting - Repair & Maintenance Operations Equip	8,000	5,000	13,000
118	110-42240-378	Fire Fighting - Education Seminars & Training	8,000	2,000	10,000
119	110-42240-383	Fire Fighting - Travel Business Expenses	10,000	7,000	17,000
120	110-42240-429	Fire Fighting - General Operating Expenses	15,000	2,000	17,000
121	110-42240-431	Fire Fighting - Gasoline & Diesel Fuel	50,000	(20,000)	30,000
122	110-43110-219	Public Works Supervision - Workers Compensation	3,313	4,000	7,313
123	110-43110-399	Public Works Supervision - Other Contracted Services	38,100	(37,000)	1,100
124	110-43110-413	Public Works Supervision - Office Equipment	9,000	(9,000)	-
125	110-43110-433	Public Works Supervision - Vehicle Parts	1,700	1,000	2,700
126	110-43110-371	Public Works Supervision - Motor Equipment	0	41,000	41,000
127	110-43120-114	PW Building & Grounds - Wages-Temp	0	3,000	3,000
128	110-43120-310	PW Building & Grounds - Postal Services	25	400	425
129	110-43120-341	PW Building & Grounds - Electricity	31,923	5,000	36,923
130	110-43120-342	PW Building & Grounds - Water & Sewer	51,746	(5,400)	46,346
131	110-43120-343	PW Building & Grounds - Natural Gas & Propane	21,885	(3,000)	18,885
132	110-43120-399	PW Building & Grounds - Other Contracted Services	31,620	35,000	66,620
133	110-43120-971	PW Building & Grounds - Motor Equipment	0	(35,000)	(35,000)
134	110-43130-219	PW Equipment Shop - Workers Compensation Insurance	9,275	2,000	11,275
135	110-43130-399	PW Equipment Shop - Other Capital Outlay	20,000	(2,000)	18,000
136	110-43140-111	PW Street Repairs & Maint. - Wages	674,764	(50,000)	624,764
137	110-43140-112	PW Street Repairs & Maint. - Overtime	9,000	2,000	11,000
138	110-43140-345	PW Street Repairs & Maint. - Telephone Services	2,173	500	2,673
139	110-43140-362	PW Street Repairs & Maint. - Repair/Maint Operations	72,000	10,000	82,000
140	110-43140-429	PW Street Repairs & Maint. - General Operating Supplies	15,000	5,000	20,000
141	110-43140-433	PW Street Repairs & Maint. - Vehicle Parts	47,000	15,000	62,000
142	110-43140-451	PW Street Repairs & Maint. - Concrete Products	5,000	12,500	17,500
143	110-43140-455	PW Street Repairs & Maint. - Crushed Stone	20,000	12,500	32,500
144	110-43140-971	PW Street Repairs & Maint. - Motor Equipment	140,000	(7,500)	132,500
145	110-43160-321	PW Brush Pick-up - Printing Services	0	1,750	1,750
146	110-43160-431	PW Brush Pick-up - Gasoline & Diesel Fuel	90,000	(22,750)	67,250
147	110-43160-458	PW Brush Pick-up - Salt/Sodium Chloride	55,000	21,000	76,000
148	110-43175-112	PW Communications Shop - Overtime	2,500	4,000	6,500
149	110-43175-341	PW Communications Shop - Electricity	2,474	600	3,074
150	110-43175-378	PW Communications Shop - Education Seminars	1,500	(1,100)	400
151	110-43175-433	PW Communications Shop - Vehicle Parts	2,500	(2,500)	-
152	110-43175-533	PW Communications Shop - Equipment Rental/Lease	1,000	(1,000)	-
153	110-44430-111	Park & Rec Maintenance - Wages	287,241	40,000	327,241
154	110-44430-114	Park & Rec Maintenance - Wages Temporary	145,000	(45,000)	100,000
155	110-44430-213	Park & Rec Maintenance - TCRS Contribution	43,919	4,000	47,919
156	110-44430-214	Park & Rec Maintenance - Employee Health Insurance	101,037	12,000	113,037
157	110-44430-219	Park & Rec Maintenance - Workers Compensation Ins	21,925	(10,000)	11,925

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
158	110-44430-431	Park & Rec Maintenance - Gas & Diesel Fuel	30,000	(11,000)	19,000
159	110-44430-433	Park & Rec Maintenance - Vehicle Parts	6,500	7,500	14,000
160	110-44430-562	Park & Rec Maintenance - Landfill Fee/Disposal Charges	0	2,500	2,500
161	110-49100-731	Debt Interest	498,174	(100,000)	398,174
162	110-49100-798	Debt - Paying Agent Fees	100,000	100,000	200,000
163	110-81000-613	Special Appropriations - Summer Feeding Program	90,000	(50,000)	40,000
164	110-81000-616	Special Appropriations - Economic Development	200,000	50,000	250,000
165	110-81000-630	Special Appropriations - LAMTPO	0	45,850	45,850
166	110-92000-637	Transfers - LAMTPO	45,850	(45,850)	-
COLUMN TOTALS			\$ 13,904,854	\$ -	\$ 13,904,854

SIGN / DATE	DEPARTMENT DIRECTOR
APPROVED / DATE	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	CITY ADMINISTRATOR
APPROVED / DATE	CITY COUNCIL (IF REQ.)

City of Morristown Line Item Transfer

NO.	1604
NO.	#440
FY	2016
Date	6/1/16

LINE ITEM	ACCOUNT NO. ###-###-###-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REMOVED BUDGET AMOUNT
1	440-43292-111	Administration - Wages	81,688	(4,300)	77,688
2	440-43292-112	Administration - Overtime	0	4,000	4,000
3	440-43293-111	Drainway Maintenance - Wages	99,209	40,000	139,209
4	440-43293-210	Drainway Maintenance - FICA	6,851	1,600	8,451
5	440-43293-212	Drainway Maintenance - Medicare	1,602	450	2,052
6	440-43293-213	Drainway Maintenance - TCRS Contributions	16,420	5,500	21,920
7	440-43293-451	Drainway Maintenance - Concrete Products	0	50,000	50,000
8	440-43293-455	Drainway Maintenance - Crushed Stone	0	35,000	35,000
9	440-43293-952	Drainway Maintenance - Stormwater Maintenance	2,897,000	(252,550)	2,644,450
10	440-43293-971	Drainway Maintenance - Motor Equipment	250,000	120,000	370,000
COLUMN TOTALS			3,352,770	\$0	\$3,352,770

JUSTIFICATION: EXPLANATION FOR REQUEST:

Line Item transfers for Fiscal Year ending June 30, 2016. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE	DEPARTMENT DIRECTOR
APPROVED / DATE	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	CITY ADMINISTRATOR
APPROVED / DATE	CITY COUNCIL (IF REQ.)

AMENDMENT POSTED BY:	DATE	THIS AREA FOR FINANCE DEPT. ONLY