

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**MARCH 21, 2017 – 5:00 P.M.**

1. **CALL TO ORDER**  
Mayor Gary Chesney

2. **INVOCATION**  
Mark Campbell, Chaplain Unit Squad Leader, Morristown Police  
Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**  
March 7, 2017

6. **PROCLAMATIONS/PRESENTATIONS**

Recognition of Rotary Club for their donation of the Handicap Swing at Fred  
Miller Park, \$14,856.

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. 3555.06  
To Amend Ordinance Number 3555, the City of Morristown, Tennessee,  
Annual Budget for the Fiscal Year 2016-2017 and to Appropriate  
Additional Funds totaling \$300,000 necessary to cover Engineering Costs,  
Construction Costs (Including Contingency), for the re-roof at Rose  
Center; and changes made at Farmers Market Phase II.

9. **NEW BUSINESS**

- 9-a. **Resolutions**

**9-b. Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_  
Being an Ordinance of the City Council of Morristown, Tennessee,  
Amending Title 14, (Zoning and Land Use Control), Chapter 2 (Zoning  
Chapter) Section 14-209 (One Principal Building on a Lot).  
{Public Hearing April 4, 2017}

**9-c. Awarding of Bids/Contracts**

1. Approval of contract in lieu of performance bonds for the Hamblen  
County-Morristown, TN Landfills, Permit Nos. SNL320000152 Original,  
SNL320000152 Extension, and SWP320000235 as required by the  
Regulations of the Division of Solid Waste Management.
2. Approval of Title VI document for FFY2017-2020 for Lakeway Area  
Metropolitan Transportation Planning Organization (LAMTPO).
3. Approval of recommendation on Request for Proposal (RFP) to WestRock  
for Recycling Services, and authorize the City Administrator to negotiate  
and enter into contract with them.
4. Approval of Tennessee Department of Transportation Division of  
Multimodal Transportation Resources Agreement for safety improvements  
at the Highway-Rail Grade Crossing Improvement Project Contract  
CRR070199 at S. Liberty Hill Road.

**9-d. Board/Commission Appointments**

**9-e. New Issues**

**10. CITY ADMINISTRATOR'S REPORT**

- 11. COMMUNICATIONS/PETITIONS**  
This is the portion of the meeting where members of the audience  
may speak subject to the guidelines provided.

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**  
Regular City Council Meeting with Work Session

April 4, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 14, 2017	(Friday)	City Employee's Holiday, Good Friday
April 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
April 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 2, 2017	(Tuesday)	Municipal Election Day
May 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2017	(Monday) TBD	Sine Die City Council Meeting
May 11, 2017	(Thurs) 7:00 p.m.	City Council Roundtable, Venture Place, Downtown
May 12, 2017	(Friday) 8:30 a.m.	City Administrator's Budget Presentation to City Council Foundation Room, Walters State Community College
May 16, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
May 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2017	(Monday)	City Employee's Holiday Memorial Day
June 6, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
June 20, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2017	(Tuesday)	City Employee's Holiday, Independence Day (No City Council Meeting due to Holiday)
July 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
July 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA**  
**March 21, 2017 5:00 p.m.**

- 1. Housing Rehab**
- 2. Land Clearing Options at Heritage Park**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
MARCH 7, 2017**

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, March 7, 2017, 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.

Don Lamb, Chaplain, Morristown Fire Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the February 21, 2017, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held pertaining to Ordinance No. 3555.05.

Councilmember Smith made a motion to approve Ordinance No. 3555.05 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3555.05**

**To Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and to Re-Allocate Funds that had been Previously Appropriated for Other Purposes; funds are Being Re-Allocated to Provide Sufficient Appropriations for Equipment Items in Various Departments.**

Councilmember Senter made a motion to approve Resolution No. 04-17. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 04-17**

**BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. STP/NH-34(39), STATE PROJECT NO. 32005-2232-14, HAMBLLEN COUNTY, PIN NO. 101419.02, SR-34: FROM WEST OF OLD STAGECOACH ROAD IN RUSSELLVILLE TO STEADMAN ROAD (EPD).**

**WHEREAS**, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No. STP/NH-34(39), State Project No. 32005-2232-14, Hamblen County, Pin No.: 101419.02, that is described as “SR-34 (U.S. 11E) from West of Old Stagecoach Rd. in Russellville to Steadman Rd.”; and

**WHEREAS**, the Morristown Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

**WHEREAS**, the Morristown Tennessee City Council wishes to cooperate with the State of Tennessee, Department of Transportation, in its road improvements in the City of Morristown, Tennessee; and

**WHEREAS**, said Proposal is incorporated herein by referenced, as if copied herein verbatim, with a copy of said Proposal attached hereto; and

**WHEREAS**, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto; now

**THEREFORE, BE IT RESOLVED**, by the Morristown Tennessee City Council that this resolution is duly passed and approved this the 7<sup>th</sup> day of March, 2017, and shall take affect from and after its passage.

Passed this the 7<sup>th</sup> day of March, 2017.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve Ordinance No. 3555.06 on first reading and schedule a public hearing relative to final passage of said ordinance for March 21, 2017. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3555.06**

**To Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and to Appropriate Additional Funds totaling \$300,000 necessary to cover Engineering Costs, Construction Costs (Including Contingency), for the re-roof at Rose Center; and changes made at Farmers Market Phase II.**

Councilmember Pedigo made a motion to approve the Agreement between the City of Morristown and John Bell dealing with the payment of cost for infrastructure to serve the Merchants Greene Development as well as signage at the entrance of said development. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the sponsorship agreement with Dick's Sporting Goods. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Request for Qualification (RFQ) to Arbor Excel, LLC as the City's Tree Trimming Vendor, and allow the City Administrator to negotiate and enter into contract with them. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Rose Center Roofing Bid to ABG Caulking in the amount of \$181,760. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 to King General Contractors, Inc. in the amount of \$27,527.25 for Farmers Market Phase II. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve adding a task to the existing engineering agreement with Strategic Services Company, LLC, (SSC). Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Hamblen Co. Dept. of Education, at the site of Collins Estate (Lots 1-5) – Hamblen Co. Bus Garage. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to declare the following item as surplus property and authorize the disposal thereof: One (1) Dell Poweredge 1900 server, (Service Tag: HFXRBC1), this equipment is no longer being supported by Dell or Microsoft and has been replaced. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Fire Departments promotion of Brian Shepard to Fire Marshal. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Fire Departments promotion of Scott Moshier to Battalion Chief. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Fire Departments promotion of Shane Kyle to Captain. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Fire Departments promotion of Allen Epps to Lieutenant. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Fire Departments promotion of Mike Simerly to Driver/Engineer. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the March 7, 2017, City Council meeting at 5:44 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR



# APPROPRIATION ORDINANCE

Ordinance Number: **3555.06**

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$300,000; NECESSARY TO COVER ENGINEERING COSTS, CONSTRUCTION COSTS (INCLUDING CONTINGENCY), FOR THE RE-ROOF AT ROSE CENTER; AND CHANGES MADE AT FARMERS MARKET PHASE II.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27200	Unassigned Fund Balance		\$ 300,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 300,000	
			Totals	\$ -	\$ 300,000	\$ 300,000	\$ -

PASSED ON FIRST READING THIS \_7th\_ Day of March 2017

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor  
City Administrator

PASSED ON SECOND READING THIS \_21st\_ Day of March 2017

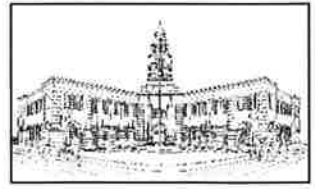
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor  
City Administrator

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Planning Director  
DATE: March 21, 2017  
SUBJECT: Text Amendment -14-209. ONE PRINCIPAL BUILDING ON LOT

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## **BACKGROUND:**

This is a staff initiated request to amend Chapter 2, General Zoning Provisions to delete Section 14-209. ONE PRINCIPAL BUILDING ON LOT. Section 14-209 states:

Only one principal building and its accessory buildings may be erected hereafter on any lot. In the Residence Districts, any dwelling shall be deemed to be the principal building on the lot on which the same is situated, except rear dwellings as provided in Section 14-214.

This section which prohibits more than one building on a lot is in conflict with Sections 14-222, PLANNED UNIT DEVELOPMENT and 14-223, PLANNED NORESIDENTIAL DEVELOPMENT. These provisions allow two or more principal buildings on a single lot provided the site plan for the development is approved by the Planning Commission.

Under the current provisions, an applicant for a multi-building development would not only be required to have their site plan reviewed and approved by the Planning Commission, but would also be required to receive a variance from the Board of Zoning Appeals. This results in addition fees for the applicant and since the applicant must demonstrate a hardship for a variance, this also leads to the possibility the Planning Commission approves the site plan, but the BZA deny the variance request.

Staff feels that since the Planning Commission already has an opportunity to review multi-building developments, Section 14-209 is not necessary and would recommend this section be deleted.

The Planning Commission at its March 14<sup>th</sup> meeting voted 8 to 0 to approve the proposed text amendment.

## **RECOMMENDATION:**

Staff recommends approval of the proposed text amendment.

**ORDINANCE NO. \_\_\_\_\_**  
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING THE MORRISTOWN MUNICIPAL CODE TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2 (GENERAL ZONING PROVISIONS), SECTION 14-209 (ONE PRINCIPAL BUILDING ON A LOT), BY DELETING SECTION 14-209.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2 (General Zoning Provisions), Section 14-209 (One Principal Building on Lot) be amended by deleting Section 14-209 in its entirety.

**~~Section 14-209, ONE PRINCIPAL BUILDING ON LOT~~**

~~Only one principal building and its accessory buildings may be erected hereafter on any lot. In the Residence Districts, any dwelling shall be deemed to be the principal building on the lot on which the same is situated, except rear dwellings as provided in Section 14-214.~~

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

Passed on first reading this the 21<sup>st</sup> day of March, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

Passed on second and final reading this the 4<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Responsibility  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Ave., 10<sup>th</sup> Floor  
Nashville, TN 37243  
(615) 532-0851

February 01, 2017

The Honorable Danny Thomas  
City of Morristown Mayor  
100 West First North Street  
P. O. Box 1499  
Morristown, Tennessee 37816

The Honorable Bill Brittain  
Hamblen County Mayor  
511 West Second North Street  
Morristown, TN 37816-1499

Mr. Tony Cox  
City Administrator  
The City of Morristown  
P. O. Box 1499  
Morristown, Tennessee 37816

RE: 2017 Annual Inflation Adjustment of the financial assurance for *the Hamblen County-Morristown, TN Landfills, Permit Nos. SNL320000152 Original, SNL320000152 Extension, and SWP320000235* as required by the Regulations of the Division of Solid Waste Management

Dear Mayor Thomas, Mayor Brittain, and Mr. Cox:

**All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.**

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business.

The staff of the Division of Financial Responsibility, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2017 inflation adjustments as **1.30%**. The amount of your financial assurance instrument(s) from the **Year 2016** must be multiplied by **1.0130**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds **TEN THOUSAND DOLLARS (\$10,000.00)**. This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000 in year one, \$5,000 in year two, and \$6,000 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Mayor Thomas  
 Mayor Brittain  
 Mr. Cox  
 Hamblen County-Morristown, TN  
 February 01, 2017  
 Page 2

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

**2017 Inflation Adjustment REQUIRED**

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SNL320000152 Original	Contract	02/27/17	\$ 367,771.02	\$ 0.00	\$ 26,264.98	\$ 341,506.04
SNL320000152 Extension	Contract	10/23/17	\$ 8,917,928.29	\$115,933.07	\$ 0.00	\$ 9,033,861.36

**2017 Inflation Adjustment NOT Required**

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SWP320000235	Contract	12/14/17	\$ 9,090.00	\$ 2,866.95	\$ 0.00	\$ 11,956.95

Mr. Cox, we are forwarding all Amendments to you. Please coordinate the signing of Five (5) originals of each of these documents.

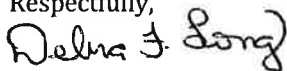
Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2017 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

**PLEASE NOTE**

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).

Please submit the inflation adjusted financial instrument to the Division of Financial Responsibility to my attention at the address listed on the letterhead as indicated above. If you have any questions, please call me at (615) 532-8571, or you may email me at Debra.Long@tn.gov.

Respectfully,



Debra F. Long, ASA4

CC: Revendra Awasthi, Manager of Solid Waste Management, Knoxville Field Office, TDEC  
 Enclosures: Customer Information Data Sheet, Detailed Financial Assurance Information, Summary Spreadsheet

## **Amendment of Contract in Lieu of Performance Bond**

Whereas, Hamblen County/Morristown, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the Hamblen County/Morristown Sanitary Landfill, Permit Number SNL320000152 Original; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 367,771.02 from any funds being disbursed or to be disbursed from the State to Hamblen County/Morristown, Tennessee as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Hamblen County /Morristown, Tennessee desire to change the amount of said financial assurance from \$ 367,771.02 to \$ 341,506.04.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$ 367,771.02" is deleted and the figure  
"\$ 341,506.04" is substituted in lieu thereof.

Date of Amendment to Contract \_\_\_\_\_

(Must have date of Official's signature)

\_\_\_\_\_  
Commissioner  
Department of Environment  
& Conservation

\_\_\_\_\_  
Title: Mayor  
For the City of: Morristown, Tennessee

\_\_\_\_\_  
Commissioner  
Department of Finance  
& Administration

\_\_\_\_\_  
Title: County Mayor  
For the County of: Hamblen

\_\_\_\_\_  
Title: City Administrator  
For: Hamblen County

(Please Type or Complete Form in Ink and submit Five (5) Signed Originals of this Document)





## **Amendment of Contract in Lieu of Performance Bond**

Whereas, Hamblen County/Morristown, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the Hamblen County / Morristown Sanitary Landfill, Permit Number SNL320000152 Extension; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 8,917,928.29 from any funds being disbursed or to be disbursed from the State to Hamblen County/Morristown, Tennessee as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Hamblen County/Morristown, Tennessee desire to change the amount of said financial assurance from \$ 8,917,928.29 to \$ 9,033,861.36.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "8,917,928.29" is deleted and the figure  
"\$ 9,033.861.36" is substituted in lieu thereof.

Date of Amendment to Contract \_\_\_\_\_  
(Must have date of Official's signature)

\_\_\_\_\_  
Commissioner  
Department of Environment  
& Conservation

\_\_\_\_\_  
Title: Mayor  
For the City of: Morristown, Tennessee

\_\_\_\_\_  
Commissioner  
Department of Finance.  
& Administration

\_\_\_\_\_  
Title: County Mayor  
For the County of: Hamblen

\_\_\_\_\_  
Title: City Administrator  
For: Hamblen County

(Please Type or Complete Form in Ink and submit Five (5) Signed Originals of this Document)





## Amendment of Contract in Lieu of Performance Bond

Whereas, Hamblen County/Morristown, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into a Contract in Lieu of Performance Bond for proper operation and closure and/or post-closure of the Hamblen County / Morristown Solid Waste Processing Facility, Permit Number SWP320000235; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 9,090.00 from any funds being disbursed or to be disbursed from the State to Hamblen County/Morristown, Tennessee as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Hamblen County/Morristown, Tennessee desire to change the amount of said financial assurance from \$ 9,090.00 to \$ 11,956.95.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "9,090.00" is deleted and the figure  
"\$ 11,956.95" is substituted in lieu thereof.

Date of Amendment to Contract \_\_\_\_\_

(Must have date of Official's signature)

\_\_\_\_\_  
Commissioner  
Department of Environment  
& Conservation

\_\_\_\_\_  
Title: Mayor  
For the City of: Morristown, Tennessee

\_\_\_\_\_  
Commissioner  
Department of Finance.  
& Administration

\_\_\_\_\_  
Title: County Mayor  
For the County of: Hamblen

\_\_\_\_\_  
Title: City Administrator  
For: Hamblen County

(Please Type or Complete Form in Ink and submit Five (5) Signed Originals of this Document)



# FINANCIAL RESPONSIBILITY

## CUSTOMER DATABASE

<b>DIVISION</b>	Solid Waste Management			<b>Evaluated by:</b>	DFL
<b>(UST ONLY)</b>	FUND PARTICIPANT ___ ELIGIBILITY ASSUMED		FUND PARTICIPANT ___ NOT FUND ELIGIBLE		___ NOT PARTICIPATING IN THE FUND
<b>OWNER/ OPERATOR NAME</b>	Hamblen County-Morristown, TN				
<b>ADDRESS</b>	100 West First North Street, P.O. Box 1499			P. O. Box 1499	
	Morristown, TN 37816-1499			Morristown, TN 37816	
<b>CONTACT PERSON</b>	Mr. Danny Thomas	Mr. Dennis Barns	Mr. Tony Cox		
<b>TITLE</b>	Mayor (Morristown, TN)	Landfill Manager	City Administrator		
<b>TELEPHONE #</b>	(423) 581-0100	(423) 353-2807	(423) 581-0100		
<b>FAX NUMBER</b>					
<b>Email</b>	<a href="mailto:bbrittain@co.hamblen.tn.us">bbrittain@co.hamblen.tn.us</a>				
<b>ADDRESS</b>	511 West Second North Street		NOTICE BY REGULAR MAIL		
	Morristown, TN 37816-1499				
<b>CONTACT PERSON</b>	Mr. Bill Brittain				
<b>TITLE</b>	Mayor (Hamblen County, TN)				
<b>TELEPHONE #</b>	(423) 586-1931				
<b>SOLID WASTE PERMIT #</b>	SNL320000152 Original, SNL320000152 Extension, SWP320000235				
<b>UST OWNER ID #</b>					
<b>RADIOLOGICAL HEALTH PERMIT #</b>					
<b>SUPERFUND PERMIT #</b>					
<b>GEOLOGY (OIL &amp; GAS) PERMIT #</b>					
<b>WATER POLLUTION CONTROL (SURFACE MINING) PERMIT #</b>					

[illegible]



## Summary Sheet

### Amount of Financial Assurance Required

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL320000152 Original	CLOSED	\$341,506.04					\$341,506.04
SNL320000152 Extension	\$2,956,800.09	\$6,077,061.27					\$9,033,861.36
SWP320000235	\$11,956.95	N/A					\$11,956.95
<b>Total Required</b>	\$2,968,757.04	\$6,418,567.30	\$0.00	\$0.00		<b>Total (A,B,C,D)</b>	<b>\$9,387,324.35</b>

### Amount of Financial Assurance On File

PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL320000152 Original	CLOSED	\$367,771.02			C 02/27/15	Hamblen Co.	\$367,771.02
SNL320000152 Extension	\$2,918,854.98	\$5,999,073.31			C 10/23/02	Hamblen Co.	\$8,917,928.29
SWP320000235	\$9,090.00	N/A			C 12/14/94	Hamblen Co.	\$9,090.00
<b>Total on File</b>	\$2,927,944.98	\$6,366,844.33	\$0.00	\$0.00		<b>Total (AA,BB,CC,DD)</b>	<b>\$9,294,789.31</b>
Net amount underfunded as of 02/01/2017	-\$40,812.06	-\$51,722.97					-\$92,535.04

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE  
 FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT  
 PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND



## Attachment 2 : Calculating Financial Assurance From the Beginning To the End of the Post Closure Care Period

Facility : Hamblen County-Morristown, TN  
 Permit# : SNL320000152 Original (Includes SNL3200000205)

  X   This site closed in **1998** and is required to have **30** years of post closure care.

At closure in **1998** the cumulative inflation adjusted total of post closure was **\$661,572.00**.

or

       This site has not yet begun post closure. The scheme below is simply an example of how post closure financial assurance will be adjusted annually for inflation.

This example assumes that the facility closed in \_\_\_\_\_ and is required to have \_\_\_\_\_ years post closure. At closure, the cumulative inflation adjusted post-closure amount was \$\_\_\_\_\_.00. Each successive year after closure, the post-closure amount is reduced by approximately one year's post-closure expense and the outstanding dollar amount of post-closure is adjusted for inflation.

### Calculation of Post Closure With Annual Inflation Adjustments After Closure of the Waste Management Unit

EACH YEAR FOLLOWING CLOSURE (A)	ANNUAL INFLATION FACTOR (B)	SUM OF REMAINING YEARS COST OF POST CLOSURE (C)	NUMBER OF YEARS REMAINING IN POST CLOSURE (D)	APPROXIMATELY ONE YEAR REDUCTION IN POST CLOSURE COST (E)	ESTIMATED AMOUNT OF POST CLOSURE FOR REMAINING YEARS (F)	INFLATION ADJUSTMENT FOR THE REMAINING YEARS (G)	AMOUNT OF POST CLOSURE FINANCIAL ASSURANCE DUE THIS YEAR (H)
Year(row)	row27	Formula=H26	Year(s)	=C27/D27	=C27-E27	=F27*B27	=G27
1999	1.010	\$661,572.00	30	\$22,052.40	\$639,519.60	\$645,914.80	\$645,914.80
2000	1.015	\$645,914.80	29	\$22,272.92	\$623,641.87	\$632,996.50	\$632,996.50
2001	1.021	\$632,996.50	28	\$22,607.02	\$610,389.48	\$623,207.66	\$623,207.66
2002	1.022	\$623,207.66	27	\$23,081.77	\$600,125.90	\$613,328.67	\$613,328.67
2003	1.011	\$613,328.67	26	\$23,589.56	\$589,739.10	\$596,226.23	\$596,226.23
2004	1.016	\$596,226.23	25	\$23,849.05	\$572,377.18	\$581,535.22	\$581,535.22
2005	1.022	\$581,535.22	24	\$24,230.63	\$557,304.58	\$569,565.28	\$569,565.28
2006	1.027	\$569,565.28	23	\$24,763.71	\$544,801.58	\$559,511.22	\$559,511.22
2007	1.030	\$559,511.22	22	\$25,432.33	\$534,078.89	\$550,101.26	\$550,101.26
2008	1.027	\$550,101.26	21	\$26,195.30	\$523,905.96	\$538,051.42	\$538,051.42
2009	1.024	\$538,051.42	20	\$26,902.57	\$511,148.85	\$523,416.42	\$523,416.42
2010	1.012	\$523,416.42	19	\$27,548.23	\$495,868.19	\$501,818.61	\$501,818.61
2011	1.010	\$501,818.61	18	\$27,878.81	\$473,939.80	\$478,679.19	\$478,679.19
2012	1.024	\$478,679.19	17	\$28,157.60	\$450,521.59	\$461,334.11	\$461,334.11
2013	1.019	\$461,334.11	16	\$28,833.38	\$432,500.73	\$440,718.24	\$440,718.24
2014	1.015	\$440,718.24	15	\$29,381.22	\$411,337.03	\$417,507.08	\$417,507.08



<b>2015</b>	<b>1.0155</b>	<b>\$417,507.08</b>	<b>14</b>	<b>\$29,821.93</b>	<b>\$387,685.15</b>	<b>\$393,694.27</b>	<b>\$393,694.27</b>
<b>2016</b>	<b>1.0120</b>	<b>\$393,694.27</b>	<b>13</b>	<b>\$30,284.17</b>	<b>\$363,410.09</b>	<b>\$367,771.02</b>	<b>\$367,771.02</b>
<b>2017</b>	<b>1.0130</b>	<b>\$367,771.02</b>	<b>12</b>	<b>\$30,647.58</b>	<b>\$337,123.43</b>	<b>\$341,506.04</b>	<b>\$341,506.04</b>

## Attachment 1 : Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

<b>Facility :</b>	Hamblen County-Morristown, TN					
<b>Permit# :</b>	SNL320000152 Extension					
<b>Initial Year Calculated :</b>	1995					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CONTIN- GENCY COST (4) (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1995	1.015					
1996	1.025	\$1,725,000.00	\$4,149,000.00	N/A	\$293,700.00	\$6,167,700.00
1997	1.020	\$1,759,500.00	\$4,231,980.00	N/A	\$299,574.00	\$6,291,054.00
1998	1.020	\$1,794,690.00	\$4,316,619.60	N/A	\$305,565.48	\$6,416,875.08
1999	1.010	\$1,812,636.90	\$4,359,785.80	N/A	\$308,621.13	\$6,481,043.83
2000	1.015	\$1,839,826.45	\$4,425,182.58	N/A	\$313,250.45	\$6,578,259.49
2001	1.021	\$1,878,462.81	\$4,518,111.42	N/A	\$319,828.71	\$6,716,402.94
2002	1.022	\$1,919,788.99	\$4,617,509.87	N/A	\$326,864.94	\$6,864,163.80
2003	1.011	\$1,940,906.67	\$4,668,302.48	N/A	\$330,460.46	\$6,939,669.60
2004	1.016	\$1,971,961.18	\$4,742,995.32	N/A	\$335,747.82	\$7,050,704.32
2005	1.022	\$2,015,344.32	\$4,847,341.21	N/A	\$343,134.28	\$7,205,819.81
2006	1.027	\$2,069,758.62	\$4,978,219.43	N/A	\$352,398.90	\$7,400,376.95
2007	1.030	\$2,131,851.38	\$5,127,566.01	N/A	\$362,970.87	\$7,622,388.26
2008	1.027	\$2,189,411.36	\$5,266,010.29	N/A	\$372,771.08	\$7,828,192.74
2009	1.024	\$2,241,957.24	\$5,392,394.54	N/A	\$381,717.59	\$8,016,069.36
2010	1.012	\$2,268,860.72	\$5,457,103.27	N/A	\$386,298.20	\$8,112,262.20
2011	1.010	\$2,291,549.33	\$5,511,674.31	N/A	\$390,161.18	\$8,193,384.82
2012	1.024	\$2,346,546.52	\$5,643,954.49	N/A	\$399,525.05	\$8,390,026.05
2013	1.019	\$2,391,130.90	\$5,751,189.62	N/A	\$407,116.03	\$8,549,436.55
2014	1.015	\$2,426,997.86	\$5,837,457.47	N/A	\$413,222.77	\$8,677,678.10
2015	1.0155	\$2,464,616.33	\$5,927,938.06	N/A	\$419,627.72	\$8,812,182.11
2016	1.0120	\$2,494,191.73	\$5,999,073.32	N/A	\$424,663.25	\$8,917,928.29
2017	1.0130	\$2,526,616.22	\$6,077,061.27	N/A	\$430,183.87	\$9,033,861.36

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator

and approved or amended by the Division

(3) Calculated at N/A tons per day for individual year x 30 days at N/A per ton.

(4) Calculated at 5% of items (1+2+3) above.

**Note:** The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost , and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

## Attachment 1: Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

Facility :	Hamblen County-Morristown, TN					
Permit# :	SWP320000235(Including SWP320001021)					
Initial Year Calculated :	1995					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CONTIN- GENCY COST (4) (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1995	1.015	\$7,589.00	N/A	N/A	\$379.20	\$7,968.20
1996	1.025	\$7,778.73	N/A	N/A	\$388.68	\$8,167.41
1997	1.020	\$7,934.30	N/A	N/A	\$396.45	\$8,330.75
1998	1.020	\$8,092.99	N/A	N/A	\$404.38	\$8,497.37
1999	1.010	\$8,173.92	N/A	N/A	\$408.43	\$8,582.34
2000	1.015	\$8,296.52	N/A	N/A	\$414.55	\$8,711.08
2001	1.021	\$8,470.75	N/A	N/A	\$423.26	\$8,894.01
2002	1.022	\$8,657.11	N/A	N/A	\$432.57	\$9,089.68
2003	1.011	\$8,752.34	N/A	N/A	\$437.33	\$9,189.66
2004	1.016	\$8,892.37	N/A	N/A	\$444.33	\$9,336.70
2005	1.022	\$9,088.01	N/A	N/A	\$454.10	\$9,542.11
2006	1.027	\$9,333.38	N/A	N/A	\$466.36	\$9,799.74
2007	1.030	\$9,613.38	N/A	N/A	\$480.35	\$10,093.74
2008	1.027	\$9,872.94	N/A	N/A	\$493.32	\$10,366.27
2009	1.024	\$10,109.89	N/A	N/A	\$505.16	\$10,615.06
2010	1.012	\$10,231.21	N/A	N/A	\$511.22	\$10,742.44
2011	1.010	\$10,333.53	N/A	N/A	\$516.34	\$10,849.86
2012	1.024	\$10,581.53	N/A	N/A	\$528.73	\$11,110.26
2013	1.019	\$10,782.58	N/A	N/A	\$538.77	\$11,321.35
2014	1.015	\$10,944.32	N/A	N/A	\$546.86	\$11,491.17
2015	1.015	\$11,108.48	N/A	N/A	\$555.06	\$11,663.54
2016	1.012	\$11,241.78	N/A	N/A	\$561.72	\$11,803.50
2017	1.013	\$11,387.93	N/A	N/A	\$569.02	\$11,956.95

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at N/A tons per day for individual year x 30 days at N/A per ton.

(4) Calculated at 5% of items (1+2+3) above.

**Note:** The total amount of financial assurance can be reduced after certification of closure by the sum of

closure cost, operations cost , and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

# Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: March 21, 2017

Subject: Title VI Document

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Enclosed is a copy of the Title VI document for FFY2017-2020. There is a Certification and Assurances page (page III-6) that will need to be signed by the Mayor of Morristown. The rationale for the Mayor's signature is that Morristown is the Designated Recipient for Federal Transit Administration (FTA) for federal funds.

A Title VI document is needed if:

1. Highway Projects are \$500,000 or more  
Morristown has 2 projects in excess of \$500,000  
E Morris Blvd resurfacing (\$2,673,761.86)  
W Andrew Johnson resurfacing (\$1,171,812.64); **OR**
2. FTA funding of \$250,000 or more. (LAMTPO receives over \$500,000 of FTYA Section 5307 each year).
3. In cases where the Minority Population in excess of 5%. There are several 2010 US census Tracts within the LAMTPO area where the Hispanic population is in excess of 5%.

The LAMTPO Executive Board approved this document unanimously at their Wednesday, March 8, 2017 meeting.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator  
100 W 1<sup>st</sup> N St  
Morristown, TN 37816-1499  
[richd@mymorristown.com](mailto:richd@mymorristown.com)

Thank you for your time and cooperation.



# **Title VI Program Manual**

**FFY2017-2020**

## **Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)**

This report was funded in part through grant[s] from the Federal Highway Administration [and Federal Transit Administration], U.S. Department of Transportation. The views and opinions of the authors [or agency] expressed herein do not necessarily state or reflect those of the U. S. Department of Transportation.

**DRAFT**

**Prepared by LAMTPO staff on January 6, 2017**



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**Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)**  
Morristown, TN – Jefferson City, TN – White Pine, TN – Hamblen County, TN – Jefferson County, TN

**RESOLUTION 2017-**

**Adoption of the 2017-2020 Title VI Document**

WHEREAS, the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) seeks to continually develop comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

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

WHEREAS, the governing entities of LAMTPO prohibit discrimination by recipients of Federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for limited English proficient (LEP) persons; and

WHEREAS, the governing entities of LAMTPO desire to prevent minority communities and low-income communities from being subject to disproportionately high and adverse environmental effects; and

NOW, THEREFORE BE IT RESOLVED that the LAMTPO Executive Board does hereby approve this resolution adopting the 2017-2020 Title VI document.

\_\_\_\_\_  
Chair,  
LAMTPO Executive Board

\_\_\_\_\_  
Date

## **CHAPTER I**

### **INTRODUCTION AND BACKGROUND**

1. **THE FEDERAL TRANSIT ADMINISTRATION (FTA)**. FTA is one of ten operating administrations within the U.S. Department of Transportation (DOT). Headed by an Administrator who is appointed by the President of the United States, FTA functions through a Washington, DC, headquarters office, ten regional offices, and five metropolitan offices that assist transit agencies in all 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa.

Public transportation includes buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation can be either fixed route or demand response service.

The Federal Government, through FTA, provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. FTA oversees thousands of grants to hundreds of State and local transit providers, primarily through its ten regional offices. These grant recipients are responsible for managing their programs in accordance with Federal requirements, and FTA is responsible for ensuring that recipients follow Federal statutory and administrative requirements.

2. **AUTHORIZING LEGISLATION**. Most Federal transit laws are codified at title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the legal operation of a Federal program or agency. FTA's most recent authorizing legislation is the FAST Act, Fixing America's Surface Transportation Act, signed into law on December 4, 2015.
3. **HOW TO CONTACT FTA**. FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA recipients and oversight of grant implementation for most FTA programs. Certain specific programs are the responsibility of FTA headquarters. Inquiries should be directed to either the regional or metropolitan office responsible for the geographic area in which the recipient is located. See FTA's website for more information.

Visit FTA's website, <http://www.fta.dot.gov>, or contact FTA Headquarters at the following address and phone number:

Federal Transit Administration  
Office of Communications and Congressional Affairs  
1200 New Jersey Avenue SE  
East Building  
Washington, DC 20590  
Phone: 202-366-4043; Fax: 202-366-3472

4. GRANTS.GOV. FTA posts all competitive grant opportunities on Grants.gov. Grants.gov is the one website for information on all discretionary Federal grant opportunities. Led by the U.S. Department of Health and Human Services (DHHS) and in partnership with Federal grant-making agencies, including 26 agencies, 11 commissions, and several States, Grants.gov is one of 24 government-wide E-government initiatives. It is designed to improve access to government services via the Internet. More information about Grants.gov is available at <http://www.grants.gov/>.
5. DEFINITIONS. All definitions in chapter 53 of title 49, United States Code, and in 49 CFR part 21 apply to this Circular, as well as the following definitions:
  - 1) Access/Accessibility — the opportunity to reach a given end use within a certain time frame, or without being impeded by physical, social or economic barriers.
  - 2) Alternative Modes of Transportation — Forms of transportation that provide transportation alternatives to the use of single-occupant automobiles. Examples include: rail, transit, carpools, bicycles and walking.
  - 3) American Association of State Highway and Transportation Officials (AASHTO) — A nonprofit, nonpartisan association representing highway and transportation departments in the 50 states, the District of Columbia and Puerto Rico.
  - 4) Americans with Disabilities Act (ADA) — Federal civil rights legislation for persons with disabilities, signed into law in 1990, that prohibits discrimination specifically in the areas of employment, public accommodation, public services, telecommunications and transportation. Transportation requirements include the provision of “comparable paratransit service” that is equivalent to general public fixed-route service for persons who are unable to use regular bus service due to a disability.
  - 5) Arterial Street — A class of street serving major traffic movements (high-speed, high volume) for travel between major points.
  - 6) Attainment Area — An area considered to have air quality that meets or exceeds the U.S. Environmental Protection Agency (EPA) health standards used in the Clean Air Act. Nonattainment areas are areas considered not to have met these standards for designated pollutants. An area may be an attainment area for one pollutant and a nonattainment area for others.
  - 7) Applicant means a person or entity that submits an application, request, or plan required to be approved by the FTA Administrator or by a primary recipient, as a condition of eligibility for financial assistance from FTA, and “application” means such an application, request, or plan.
  - 8) Capacity — A transportation facility's ability to accommodate a moving stream of people or vehicles in a given time period. The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane



or roadway during a specified time period under prevailing roadway, traffic and control conditions; usually expressed as vehicles per hour or persons per hour.

- 9) Capital Improvement Program (CIP) — A plan for future capital infrastructure and program expenditures which identifies each capital project, its anticipated start and completion and allocates existing funds and known revenue sources for a given period of time. Most local governments have a CIP.
- 10) Clean Air Act (CAA) — Federal statutes established by the United States Congress which set the nation's air quality goals and the process for achieving those goals. The original Clean Air Act was passed in 1963, but the national air pollution control program is actually based on the 1970 version of the law. The 1990 Clean Air Act Amendments are the most far-reaching revisions of the 1970 law.
- 11) Congestion — A condition under which the number of vehicles using a facility is great enough to cause reduced speeds and increased travel times.
- 12) Congestion Management Process (CMP) — Systematic process for managing congestion. Provides information on transportation system performance and finds alternative ways to alleviate congestion and enhance the mobility of people and goods, to levels that meet state and local needs.
- 13) Congestion Mitigation and Air Quality Improvement Program (CMAQ) — A categorical Federal-aid funding program created with the ISTEA. Directs funding to projects that contribute to meeting National air quality standards. CMAQ funds generally may not be used for projects that result in the construction of new capacity available to SOVs (single-occupant vehicles).
- 14) Context Sensitive Solution (CSS) — A collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist.
- 15) Demand response system: Any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand response service.
- 16) Design Standards — Standards that are met when a new road is constructed, or when a deficient section is improved. These standards pertain to all relevant geometric and structural features required to provide a desired level of service over the life of the project. The life of the project is generally 20 years beyond its implementation.
- 17) Designated recipient means an entity designated, in accordance with the planning process under sections 5303 and 5304, by the Governor of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion

amounts under section 5336 to urbanized areas of 200,000 or more in population; or a State or regional authority, if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation.

- 18) Direct recipient means an entity that receives funding directly from FTA. For purposes of this Circular, a direct recipient is distinguished from a primary recipient in that a direct recipient does not extend financial assistance to subrecipients, whereas a primary recipient does.
- 19) Discrimination refers to any action or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, subrecipient, or contractor that results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, or national origin.
- 20) Disparate impact refers to a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.
- 21) Disproportionate burden refers to a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires the recipient to evaluate alternatives and mitigate burdens where practicable.
- 22) Disparate treatment refers to actions that result in circumstances where similarly situated persons are intentionally treated differently (i.e., less favorably) than others because of their race, color, or national origin.
- 23) East Tennessee Human Resource Agency (ETHRA) – The transit agency serving the LAMTPO Region.
- 24) Environmental Assessments (EA) — prepared for federal actions under the National Environmental Policy Act (NEPA) where it is not clearly known how significant the environmental impact might be. If, after preparing an environmental assessment, it is determined that the project impact is significant, an Environmental Impact Statement (EIS) is then prepared. If not, a "finding of no significant impact" (FONSI) is documented.
- 25) Environmental Impact Statements (EIS) — prepared for federal actions that have a significant effect on the human and natural environment. These are disclosure documents prepared under the National Environmental Policy Act (NEPA) that provide a full description of the proposed project, the existing environment and analysis of the anticipated beneficial and adverse environmental effects of all reasonable alternatives. There are various stages — Draft EIS and Final EIS.
- 26) Environmental Justice (EJ) — Environmental justice assures that services and benefits allow for meaningful participation and are fairly distributed to avoid discrimination.

- 27) Environmental Protection Agency (EPA) — The federal regulatory agency responsible for administering and enforcing federal environmental laws, including the Clean Air Act, the Clean Water Act, the Endangered Species Act and others. EPA is the source agency of air quality control regulations affecting transportation.
- 28) Fix America's Surface Transportation Act (FAST ACT)- On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) into law—the first federal law in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act maintains our focus on safety, keeps intact the established structure of the various highway-related programs we manage, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.
- 29) Federal financial assistance refers to:
- a. grants and loans of Federal funds;
  - b. the grant or donation of Federal property and interests in property;
  - c. the detail of Federal personnel;
  - d. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
  - e. any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance.
- 30) Federal Highway Administration (FHWA) — a branch of the U.S. Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads and bridges. The FHWA also administers the Federal Lands Highway Program, including survey, design and construction of forest highway system roads, parkways and park roads, Indian reservation roads, defense access roads and other Federal lands roads.
- 31) Federal Transit Administration (FTA) — A branch of the U.S. Department of Transportation that is the principal source of federal financial assistance to America's communities for planning, development and improvement of public or mass transportation systems. FTA provides leadership, technical assistance and financial



resources for safe, technologically advanced public transportation to enhance mobility and accessibility, to improve the nation's communities and natural environment and to strengthen the national economy.

- 32) Financial Planning — the process of defining and evaluating funding sources, sharing the information and deciding how to allocate the funds.
- 33) Financial Programming — A short-term commitment of funds to specific projects identified in the regional Transportation Improvement Program (see TIP).
- 34) Fiscal or Financial Constraint — Making sure that a given program or project can reasonably expect to receive funding within the time allotted for its implementation.
- 35) Fixed guideway means a public transportation facility—using and occupying a separate right-of-way for the exclusive use of public transportation; using rail; using a fixed catenary system; for a passenger ferry system; or for a bus rapid transit system. .
- 36) Fixed route refers to public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.
- 37) Geographic Information System (GIS) — computerized data management system designed to capture, store, retrieve, analyze and display geographically referenced information.
- 38) High-Occupancy Vehicle (HOV) — Vehicles carrying two or more people. The number that constitutes an HOV for the purposes of HOV highway lanes may be designated differently by different transportation agencies.
- 39) Intelligent Transportation Systems (ITS) — the application of advanced technologies to improve the efficiency and safety of transportation systems.
- 40) Intermodal — The ability to connect and the connections between modes of transportation.
- 41) Level of Service (LOS) — a qualitative rating of how well a unit of transportation supply (e.g. street, intersection, bikeway, etc) serves its current or projected demand. LOS A free-flow condition (32 percent of capacity); B = reasonably free-flow conditions (51percent); C = operation stable but becoming more critical (75 percent); D = lower speed range of stable flow (92 percent); E = unstable flow (100 percent); F = forced flow; >100 percent of capacity, stop-and-go operation.
- 42) Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

- 43) Long Range Transportation Plan (LRTP) — A document resulting from regional or statewide collaboration and consensus on a region or state's transportation system and serving as the defining vision for the region's or state's transportation systems and services. In metropolitan areas, the plan indicates all of the transportation improvements scheduled for funding over a minimum of the next 20 years.
- 44) Low-income person means a person whose median household income is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines. Recipients are encouraged to use a locally developed threshold, such as the definition found in 49 U.S.C. 5302 as amended by MAP-21: "refers to an individual whose family income is at or below 150 percent of the poverty line (as that term is defined in Section 673(2) of the Community Services Block Grant Act (42 U.S.C 9902(2)), including any revision required by that section) for a family of the size involved" or another threshold, provided that the threshold is at least as inclusive as the HHS poverty guidelines.
- 45) Low-income population refers to any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed FTA program, policy or activity.
- 46) Maintenance Area — Maintenance area is any geographic region of the United States previously designated nonattainment pursuant to the CAA Amendments of 1990 and subsequently re-designated to attainment subject to the requirement to develop a maintenance plan under section 175A of the CAA, as amended.
- 47) Major Road Plan — This plan views each road as part of the overall transportation system and identifies its functional classification. It assigns right-of-way requirements based on the purpose and function of the road, future road improvements, future pedestrian improvements, traffic counts, anticipated development and policies and goals contained in adopted sector plans, and long range transportation plans.
- 48) Metropolitan planning organization (MPO) means the policy board of an organization created and designated to carry out the metropolitan transportation planning process.
- 49) Metropolitan transportation plan (MTP) means the official multimodal transportation plan addressing no less than a 20-year planning horizon that is developed, adopted, and updated by the MPO through the metropolitan transportation planning process.
- 50) Minority persons include the following:
- a. American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
  - b. Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia,

China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

- c. Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
  - d. Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
  - e. Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- 51) Minority population means any readily identifiable group of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient populations (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.
- 52) Minority transit route means a route that has at least 1/3 of its total revenue mileage in a Census block or block group, or traffic analysis zone(s) with a percentage of minority population that exceeds the percentage of minority population in the transit service area. A recipient may supplement this service area data with route-specific ridership data in cases where ridership does not reflect the characteristics of the census block, block group, or traffic analysis zone.
- 53) Mode, Intermodal, Multimodal — Form of transportation, such as automobile, transit, bicycle and walking. Intermodal refers to the connections between modes and multimodal refers to the availability of transportation options within a system or corridor.
- 54) National Environmental Policy Act of 1969 (NEPA) — An established national environmental policy requiring that any project using federal funding or requiring federal approval, including transportation projects, examine the effects of proposed and alternative choices on the environment before a federal decision is made.
- 55) National Historic Preservation Act (NHPA) — Law requiring federal agencies to consider the potential effect of a project on a property that is registered on or eligible for the National Register of Historic Places. If effects are identified, federal and state agencies and the public must identify means to mitigate the harm.
- 56) National origin means the particular nation in which a person was born, or where the person's parents or ancestors were born.
- 57) Non-attainment — Any geographic area that has not met the requirements for clean air as set out in the Clean Air Act of 1990. An area can at the same time be classified as in attainment for one or more air pollutants and as a non-attainment area for another air pollutant.

- 58) Noncompliance refers to an FTA determination that the recipient is not in compliance with the DOT Title VI regulations, and has engaged in activities that have had the purpose or effect of denying persons the benefits of, excluding from participation in, or subjecting persons to discrimination in the recipient's program or activity on the basis of race, color, or national origin.
- 59) Non-profit organization: A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.
- 60) Paratransit — Alternative known as "special or specialized" transportation, which often includes flexibly scheduled and routed transportation services. These services use low capacity vehicles such as vans to operate within normal urban transit corridors or rural areas. Services usually cater to the needs of persons whom standard mass transit services would serve with difficulty, or not at all. Common patrons are the elderly and persons with disabilities.
- 61) Planning Funds (PL) — Primary source of funding for metropolitan planning designated by the FHWA.
- 62) Predominantly minority area means a geographic area, such as a neighborhood, Census tract, block or block group, or traffic analysis zone, where the proportion of minority persons residing in that area exceeds the average proportion of minority persons in the recipient's service area.
- 63) Primary recipient means any FTA recipient that extends Federal financial assistance to a subrecipient.
- 64) Provider of fixed route public transportation (or "transit provider") means any entity that operates public transportation service, and includes States, local and regional entities, and public and private entities. This term is used in place of "recipient" in chapter IV and is inclusive of direct recipients, primary recipients, designated recipients, and subrecipients that provide fixed route public transportation service.
- 65) Public transportation means regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include Amtrak, intercity bus service, charter bus service, school bus service, sightseeing service, courtesy shuttle service for patrons of one or more specific establishments, or intra-terminal or intra-facility shuttle services. Public transportation includes buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation can be either fixed route or demand response service.



- 66) Recipient as used in this Circular, means any public or private entity that receives Federal financial assistance from FTA, whether directly from FTA or indirectly through a primary recipient. This term includes subrecipients, direct recipients, designated recipients, and primary recipients. The term does not include any ultimate beneficiary under any such assistance program.
- 67) Right-of-Way (ROW) — Public space legally established for the use of pedestrians, vehicles or utilities. Right-of-way typically includes the street, sidewalk and buffer strip areas.
- 68) Rural Planning Organization (RPO) — An organization similar to an MPO, composed of representatives of rural local governments and appointed representatives from the geographic area covered by the organization with the purpose of involving local officials in multi-modal transportation planning through a structured process.
- 69) Secretary means the Secretary of the U.S. Department of Transportation.
- 70) Service area refers either to the geographic area in which a transit agency is authorized by its charter to provide service to the public, or to the planning area of a State Department of Transportation or Metropolitan Planning Organization.
- 71) Service standard/policy means an established service performance measure or policy used by a transit provider or other recipient as a means to plan or distribute services and benefits within its service area.
- 72) Stakeholders — Individuals and organizations involved in or affected by the transportation planning process. Include federal/state/local officials, MPOs, transit operators, freight companies, shippers and the general public.
- 73) Statewide transportation improvement program (STIP) means a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- 74) Subrecipient means an entity that receives Federal financial assistance from FTA through a primary recipient.
- 75) Stakeholders — Individuals and organizations involved in or affected by the transportation planning process. Include federal/state/local officials, MPOs, transit operators, freight companies, shippers and the general public.
- 76) Tennessee Department of Environment and Conservation (TDEC) — Agency created to protect and improve the quality of Tennessee's land, air, water and recreation resources. It administers a variety of programs to safeguard human health and the environment while ensuring natural resources meet healthful, regulatory standards.

- 77) Tennessee Department of Transportation (TDOT) — The State agency that manages the highway system within Tennessee. TDOT's mission is to plan, implement, maintain and manage an integrated transportation system for the movement of people and products, with emphasis on quality, safety, efficiency and the environment for Tennesseans. TDOT is the administrative agency that responds to policy set by the Tennessee Legislation.
- 78) Title VI Program refers to a document developed by an FTA recipient to demonstrate how the recipient is complying with Title VI requirements. Direct and primary recipients must submit their Title VI Programs to FTA every three years. The Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent.
- 79) Transportation Conformity — Process to assess the compliance of any transportation plan, program, or project with air quality implementation plans. The conformity process is defined by the Clean Air Act.
- 80) Transportation Control Measures (TCM) — Transportation strategies that affect traffic patterns or reduce vehicle use to reduce air pollutant emissions. These may include HOV lanes, provision of bicycle facilities, ridesharing, telecommuting, etc. Such actions may be included in a SIP if needed to demonstrate attainment of the NAAQS.
- 81) Transportation Demand Management (TDM) — "Demand-based" techniques that are designed to change travel behavior in order to improve the performance of transportation facilities and to reduce the need for additional road capacity. Methods include the use of alternative modes, ride-sharing and vanpool programs and trip-reduction programs and/or ordinances.
- 82) Transportation improvement program (TIP) means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C.
- 83) Transportation management area (TMA) means an urbanized area with a population over 200,000, as defined by the Bureau of the Census and designated by the Secretary of Transportation, or any additional area where TMA designation is requested by the Governor and the MPO and designated by the Secretary of Transportation.
- 84) Transportation Planning — A collaborative process of examining demographic characteristics and travel patterns for a given area. This process shows how these characteristics will change over a given period of time and evaluates alternatives for the transportation system of the area and the most expeditious use of local, state and federal transportation funding. Long-range planning is typically done over a period of 20 years; short-range programming of specific projects usually covers a period of 3 to 5 years.

- 85) Unified Planning Work Program (UPWP) — The management plan for the (metropolitan) planning program. Its purpose is to coordinate the planning activities of all participants in the planning process.
- 86) Urbanized Area — Area that contains a city of 50,000 or more population plus incorporated surrounding areas meeting size or density criteria as defined by the U.S. Census.
- 87) Vehicle Miles of Travel (VMT) — The sum of distances traveled by all motor vehicles in a specified region. A requirement of the state Transportation Planning Rule is reducing vehicle miles traveled per capita.



6. ENVIRONMENTAL JUSTICE. Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” was signed by President Clinton on February 11, 1994. Subsequent to issuance of the Executive Order, the U.S. Department of Transportation (DOT) issued a DOT Order for implementing the Executive Order on environmental justice (EJ). The DOT Order (Order 5610.2(a), “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 77 FR 27534, May 10, 2012) describes the process the Department and its modal administrations (including FTA) will use to incorporate EJ principles into programs, policies, and activities.

The Presidential memorandum accompanying EO 12898 identified Title VI of the Civil Rights Act of 1964 as one of several Federal laws that should be applied “to prevent minority communities and low-income communities from being subject to disproportionately high and adverse environmental effects.” According to the U.S. Department of Justice, “...the core tenet of environmental justice—that development and urban renewal benefitting a community as a whole not be unjustifiably purchased through the disproportionate allocation of its adverse environmental and health burdens on the community’s minority—flows directly from the underlying principle of Title VI itself.”<sup>1</sup>

Title VI prohibits discrimination by recipients of Federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for limited English proficient (LEP) persons. Under DOT’s Title VI regulations, recipients of Federal financial assistance are prohibited from, among other things, using “criteria or methods of administering its program which have the effect of subjecting individuals to discrimination based on their race, color, or national origin.” For example, facially neutral policies or practices that result in discriminatory effects or disparate impacts violate DOT’s Title VI regulations, unless the recipient can show the policies or practices are substantially justified and there is no less discriminatory alternative. In addition, Title VI and DOT regulations prohibit recipients from intentionally discriminating against people on the basis of race, color, and national origin.

The overlap between the statutory obligation placed on Federal agencies under Title VI to ensure nondiscrimination in federally assisted programs administered by State and local entities, and the administrative directive to Federal agencies under the Executive Order to address disproportionate adverse impacts of Federal activities on minority and low-income populations explain why Title VI and environmental justice are often paired. The clear objective of the Executive Order and Presidential memorandum is to ensure that Federal agencies promote and enforce nondiscrimination as one way of achieving the overarching objective of environmental justice—fair distribution of the adverse impacts of, or burdens associated with, Federal programs, policies, and activities.

Over the years, U.S. DOT has encouraged a proactive approach to the implementation of environmental justice principles in its programs, policies, and activities. This is reflected in the DOT Order on Environmental Justice (DOT Order 5610.2(a)) which, consistent with E.O.

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<sup>1</sup> See Title VI Legal Manual, U.S. Department of Justice Civil Rights Division (2001), page 59.

12898, sets forth a process by which DOT and its Operating Administrations, including FTA, will integrate the goals of environmental justice into their existing operations to ensure that consideration of EJ principles is an integral part of all programs, policies, and activities, from the inception of the planning process through to project completion, operations, and evaluation.

FTA has developed policy guidance in the form of a Circular (Circular 4703.1), "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," in order to provide recipients with a distinct framework to assist them as they integrate principles of environmental justice into their public transportation decision-making processes. FTA expects the clarification provided by the EJ Circular and the updated Title VI Circular will provide recipients with the guidance they need to properly incorporate both Title VI and environmental justice into their public transportation decision-making.

Because of the connection between EJ and Title VI, the consideration of EJ principles has sometimes been confused with the requirements of Title VI. Here is a summary of the key differences between the two:

<b>Key Aspects of the Authorities</b>	<b>Title VI</b>	<b>Environmental Justice</b>
<b>What is the basis for the authority?</b>	Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.	The basis for addressing environmental justice is an Executive Order: EO 12898 directs each Federal agency to "make achieving environmental justice part of its mission." The EO is intended to improve the internal management of the executive branch and not to create legal rights enforceable by a party against the U.S.
<b>What is the purpose of the authority?</b>	Title VI prohibits recipients of Federal financial assistance (e.g., states, local governments, transit providers) from discriminating on the basis of race, color, or national origin in their programs or activities, and it obligates Federal funding agencies to enforce compliance.	EO 12898 calls on each Federal agency to achieve "environmental justice...by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations...."
<b>To whom does the authority apply?</b>	Title VI is a Federal law that applies to recipients and sub-recipients of Federal financial assistance (e.g., States, local	EO 12898 applies to Federal agency actions, including DOT's and FTA's actions. Title VI is one of the tools used by Federal

<b>Key Aspects of the Authorities</b>	<b>Title VI</b>	<b>Environmental Justice</b>
	governments, transit providers), and not to DOT itself.	agencies to implement this directive.
<b>What does the authority require, and of whom?</b>	Under Title VI, DOT has the responsibility to provide oversight of recipients and to enforce their compliance with Title VI, to ensure that recipients do not use DOT funds to subsidize discrimination based on race, color, or national origin.	EO 12898 is a directive from the President of the United States to Federal agencies intended to improve the internal management of the Federal government. DOT issued its own Order implementing EO 12898, and updated the Order in May 2012 (Order 5610.2(a)).
<b>What does the authority say with regard to negative effects or impacts?</b>	In accordance with 49 CFR part 21 and Title VI case law, if an otherwise facially neutral program, policy, or activity will have a discriminatory impact on minority populations, that program, policy, or activity may only be carried out if (1) the recipient can demonstrate a substantial legitimate justification for the program, policy, or activity; (2) there are no comparably effective alternative practices that would result in less-disparate impacts; and (3) the justification for the program, policy or activity is not a pretext for discrimination.	In accordance with EO 12898 and the DOT Order on EJ, if a DOT program, policy, or activity will have a disproportionately high and adverse effect on minority or low-income populations, that program, policy, or activity may only be carried out if further mitigation measures or alternatives that would reduce the disproportionately high and adverse effects are not practicable. In determining whether a mitigation measure or an alternative is "practicable," the social, economic (including costs) and environmental effects of avoiding or mitigating the adverse effects will be taken into account.
<b>Does the authority create any rights or remedies?</b>	Title VI allows persons alleging discrimination based on race, color, or national origin by recipients of Federal funds to file administrative complaints with the Federal departments and agencies that provide financial assistance. Persons alleging intentional discrimination (i.e., disparate	EO 12898 establishes the Executive Branch policy on environmental justice; it is not enforceable in court and does not create any rights or remedies.

Key Aspects of the Authorities	Title VI	Environmental Justice
	treatment) may bring a court action seeking to enforce Title VI but cannot do so with regard to allegations of discrimination based on agency disparate impact regulations. Disparate impact claims may be filed with the Federal agency.	

Thus, while Title VI is one tool for agencies to use to achieve the principles of environmental justice, it is important to recognize that Title VI imposes statutory and regulatory requirements that are broader in scope than environmental justice. Recipients are cautioned that while there may be overlap, engaging in an EJ analysis under Federal transportation planning and NEPA provisions will not satisfy Title VI requirements, as outlined in this Title VI Circular. Similarly, a Title VI analysis will not necessarily satisfy environmental justice, given that Title VI does not include low-income populations. Moreover, Title VI applies to all activities of Federal recipients, not solely those which may have disproportionately high and adverse human health or environmental effects on EJ populations.

For example, while a bus rehabilitation project may not impose disproportionately high or adverse health or environmental effects on minority or low-income populations, the *use* of those buses subsequent to the rehabilitation may be subject to a Title VI analysis to ensure that vehicles assigned to a particular area do not result in a disparate impact on the basis of race, color, or national origin. In addition, if there are substantive changes to the service levels for which the rehabilitated or other buses will be used, i.e., the vehicles are deployed in such a way that the nature and quantity of service in a particular area is changed, then a service equity analysis must be conducted to determine whether this change results in a disparate impact on the basis of race, color, or national origin. The requirements for that particular analysis are part of the compliance determinations made for Federal transit recipients under chapter IV of this Circular.

## CHAPTER II

### PROGRAM OVERVIEW

PROGRAM OBJECTIVES. The direction, guidance and procedures in this document will help FTA recipients to:

- a. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- b. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- c. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

STATUTORY AUTHORITY. Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI. Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are Federally funded. The term “program or activity” means all of the operations of a department, agency, special purpose district, or government; or the entity of such State or local government that distributes such assistance and each such department or agency to which the assistance is extended, in the case of assistance to a State or local government.

Therefore, compliance with this Circular does not relieve a recipient from the requirements and responsibilities of the DOT Title VI regulation at 49 CFR part 21, or any other requirements under other Federal agencies’ Title VI regulations, as applicable. This Circular only provides guidance on the transit-related aspects of an entity’s activities. Recipients are responsible for ensuring that all of their activities are in compliance with Title VI. In other words, a recipient may engage in activities not described in the Circular, such as ridesharing programs, roadway incident response programs, or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner.

REGULATORY AUTHORITY. The U.S. Department of Justice (“DOJ”) Title VI regulations can be found at 28 CFR § 42.401 *et seq.*, and 28 CFR § 50.3. The U.S. Department of Transportation (“DOT”) Title VI implementing regulations can be found at 49 CFR part 21.

All programs receiving financial assistance from FTA are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and DOT’s implementing regulations. In addition,



DOJ's regulations require agencies such as DOT to issue guidelines to recipients to provide detailed information on the requirements of Title VI. In order to assist recipients in carrying out the provisions of DOT's Title VI regulations, each of the requirements in this Circular includes a reference to the corresponding provision of 49 CFR part 21.

**ADDITIONAL DOCUMENTS.** In addition to the above-listed statute and regulations the following documents incorporate Title VI principles:

- a. The Department's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons ("DOT LEP Guidance"), 70 FR 74087, (December 14, 2005). This guidance is based on the prohibition against national origin discrimination in Title VI of the Civil Rights Act of 1964, as it affects limited English proficient persons.
- b. Section 12 of FTA's Master Agreement, which provides, in pertinent part, that recipients agree to comply, and assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21. Except to the extent FTA determines otherwise in writing, recipients agree to follow all applicable provisions of the most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued. Unless FTA states otherwise in writing, the Master Agreement requires all recipients to comply with all applicable Federal directives.

**REPORTING REQUIREMENTS.** Title 49 CFR Section 21.9(b) requires recipients to "keep such records and submit to the Secretary timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the Secretary may determine to be necessary to enable him to ascertain whether the recipient has complied or is complying with [49 CFR part 21]." FTA requires that all direct and primary recipients document their compliance by submitting a Title VI Program to their FTA regional civil rights officer once every three years. The Title VI Program must be approved by the direct or primary recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. Recipients shall submit a copy of the Board resolution, meeting minutes, or similar documentation with the Title VI Program as evidence that the board of directors or appropriate governing entity or official(s) has approved the Title VI Program. FTA will review and concur or request the recipient provide additional information.

Subrecipients shall submit Title VI Programs to the primary recipient from whom they receive funding, in order to assist the primary recipient in its compliance efforts, on a schedule to be determined by the primary recipient. In the event an entity receives funds from more than one primary recipient, the subrecipient shall submit Title VI Programs to all primary recipients from which it receives funds. Chapters III, IV, V, and VI and appendices

detail the specific information that shall be included in Title VI Programs, based on recipient characteristics.

**APPLICABILITY TO CONTRACTORS.** Contractors and subcontractors are responsible for complying with the Title VI Program of the recipient with whom they are contracting. Contractors are not required to prepare or submit Title VI Programs. Recipients are responsible for ensuring that contractors are following the Title VI Program, and complying with Title VI.



## **CHAPTER III**

### **GENERAL REQUIREMENTS AND GUIDELINES**

#### **1. INTRODUCTION.**

This chapter describes requirements that all FTA recipients must follow to ensure that their programs, policies, and activities comply with DOT's Title VI regulations.

Transportation affects the everyday lives of the people within the United States. The ability to get to home, work, school, stores and services relies on access to transportation of some kind or another, from sidewalks to roadways. As a Federally funded organization charged with developing the Long Range Transportation Plan (LRTP), the Transportation Improvement Plan (TIP) and the Unified Planning Work Program (UPWP), the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) has an inherent responsibility to ensure that all people, regardless of Race, Color, National Origin, Sex, Age, Religion or Disability share in the benefits of transportation programs. All program and activities of Federal-aid recipients, subrecipients and contractors whether those programs and activities are Federally funded or not must comply with Title VI of the 1964 Civil Rights Act and the Civil Rights Restoration Act of 1987.

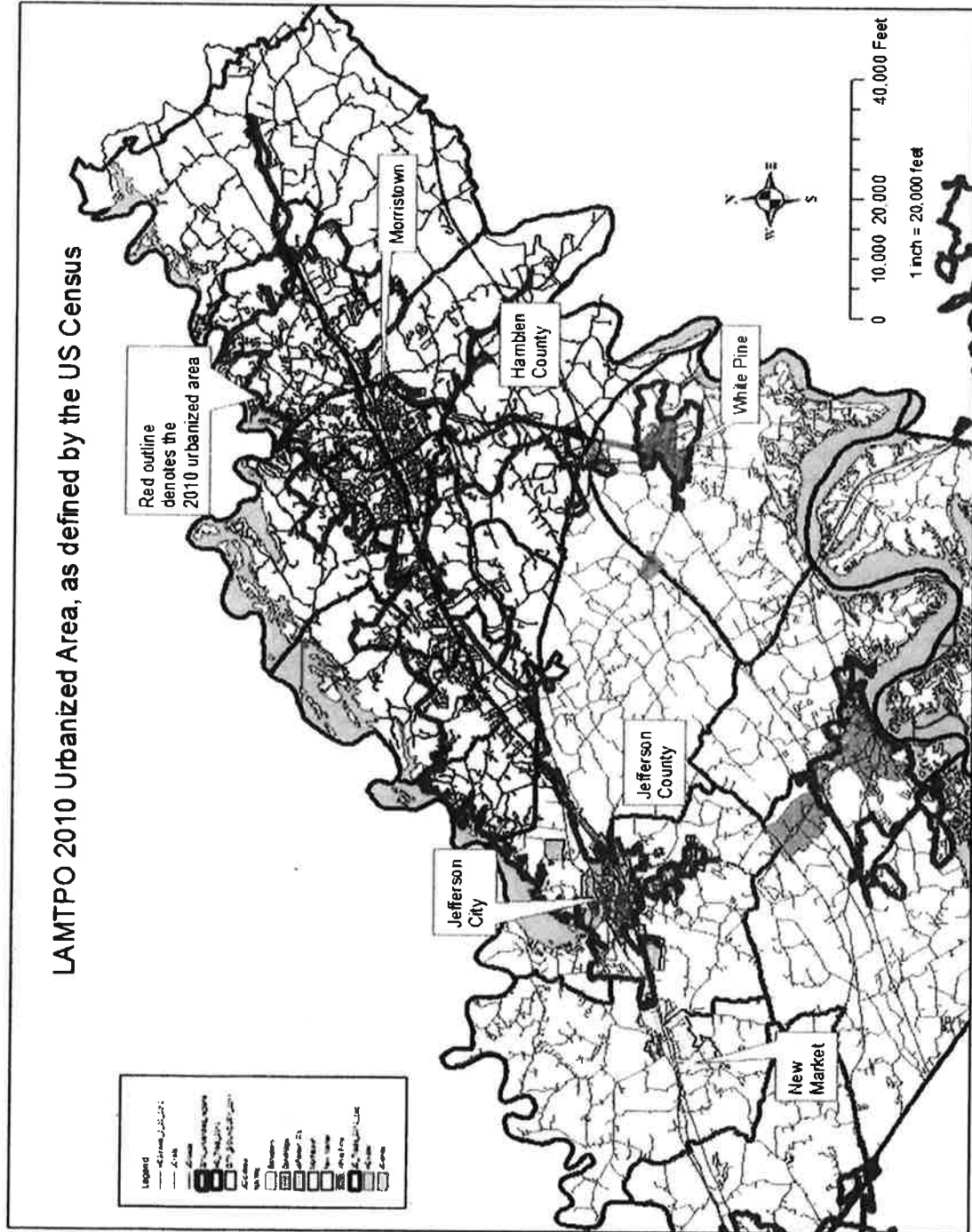
#### **The Role of the Lakeway Area Metropolitan Transportation Planning Organization**

To carry out the regional transportation planning process, each urbanized area with a population of 50,000 people or more has a MPO which acts as a liaison between local communities, their citizens, and the state departments of transportation. The metropolitan planning area for the LAMTPO includes the cities of Morristown, Jefferson City, White Pine, and portions of Hamblen County and Jefferson County, Tennessee. Based on the 2010 US Census, the population of the LAMTPO urbanized area is 59,355, with the land area approximately 59.98 square miles.

#### **Mass Transit Services**

Mass transit services within the LAMTPO study area are done by the East Tennessee Human Resource Agency (ETHRA). The service is demand response paratransit service, where anyone can ride. In order to use the mass transit services, people must call at least 24 hours in advance to schedule a ride. The phone number to call to schedule an appointment and find out the fare rates is 1-800-232-1565. FTA section 5307 is used to help pay for the mass transit services, along with state and local funding. LAMTPO/ City of Morristown is the designated recipient for FTA federal funds, while ETHRA is a direct recipient for FTA federal funds within the LAMTPO region.

# LAMTPO 2010 Urbanized Area, as defined by the US Census



## **2. REQUIREMENT TO PROVIDE TITLE VI ASSURANCES.**

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT's Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA. Primary recipients shall collect Title VI assurances from subrecipients prior to passing through FTA funds. The text of FTA's annual certifications and assurances is available on FTA's website.

LAMTPO will comply with 49 CFR Section 21.7, every application for financial assistance from FTA. LAMTPO will comply with the requirements of TITLE VI of the Civil Rights Act of 1964. The next two pages are the FFY2017 Certifications and Assurances Signature Page.

### **LAMTPO Title VI Assurances**

The Lakeway Area Metropolitan Transportation Planning Organization HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

LAMTPO will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.

The LAMTPO will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.



Richard DesGroseilliers, MTPO Coordinator

Date: 12-19-2016

## FEDERAL REQUIREMENTS

### A. TITLE VI (Civil Rights Act of 1964, 42 USC 2000(d)-2000(d) (1))

#### General

This title declares it to be the policy of the United States that discrimination on the grounds of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments and agencies to take action to carry out this policy. This title is not intended to apply to foreign assistance programs.

Section 601 -- This section states the general principle that no person in the United States shall be excluded from participation in or otherwise discriminated against on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

Section 602 -- Directs each Federal agency administering a program of Federal financial assistance by way of grant, contract, or loan to take action pursuant to rule, regulation, or order of general applicability to effectuate the principle of section 601 in a manner consistent with the achievement of the objectives of the statute authorizing the assistance. In seeking the effect compliance with its requirements imposed under this section, an agency is authorized to terminate or to refuse to grant or to continue assistance under a program to any recipient as to whom there has been an express finding pursuant to a hearing of a failure to comply with the requirements under that program, and it may also employ any other means authorized by law. However, each agency is directed first to seek compliance with its requirements by voluntary means.

Section 603 -- Provides that any agency action taken pursuant to section 602 shall be subject to such judicial review as would be available for similar actions by that agency on other grounds. Where the agency action consists of terminating or refusing to grant or to continue financial assistance because of a finding of a failure of the recipient to comply with the agency's requirements imposed under section 602, and the agency action would not otherwise be subject to judicial review under existing law, judicial review shall nevertheless be available to any person aggrieved as provided in section 10 of the Administrative Procedure Act (5 USC 1009). The section also states explicitly that in the latter situation such agency action shall not be deemed committed to un-reviewable agency discretion within the meaning of section 10. The purpose of this provision is to obviate the possible argument that although section 603 provides for review in accordance with section 10, section 10 itself has an exception for action "committed to agency discretion," which might otherwise be carried over into section 603. It is not the purpose of this provision of section 603, however, otherwise to alter the scope of judicial review as presently provided in section 10(e) of the Administrative Procedure Act.



**B. AMERICANS WITH DISABILITIES ACT**

Title II of the ADA requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events -- but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of State and local governments. In addition, governmental entities must ensure effective communication -- including the provision of necessary auxiliary aids and services -- so that individuals with disabilities can participate in civic life.

**FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
*(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)*

**AFFIRMATION OF APPLICANT**

Name of Applicant: Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)  
 Name and Relationship of Authorized Representative: Richard DesGroseilliers, MTPO Coordinator, Title VI coordinator

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2017.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2017.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute. In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

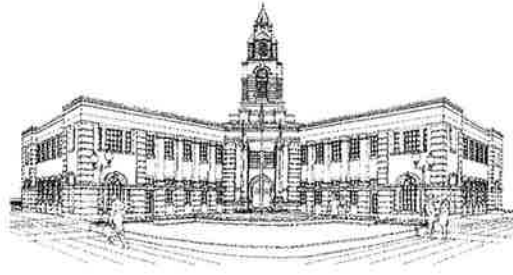
Name Mayor Gary Chesney  
 Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Lakeway Area Metropolitan Transportation Organization (LAMTPO)  
 As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant. I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Name Richard C. Jessee  
 Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year



## Morristown City Council Agenda Item Summary

**Date:** March 16, 2017

**Agenda Item:** Approval of RFP – Recycling

**Prepared by:** Joey Barnard

**Subject:** Recycling RFP

**Background/History:** The City of Morristown operates its own curbside pickup program for recyclables. The current contract with an existing vendor to provide separation, processing and marketing of recyclable materials collected is expiring. Thus, the City of Morristown sought proposals from qualified professionals for the separation, processing and marketing of recyclable materials that are currently collected and delivered by the City of Morristown. It is the City's goal to maximize the fullest recovery possible of recyclables and to achieve the most cost effective and environmentally sound recycling system. Currently, the City of Morristown collects recyclables in a single stream, including glass, through its curbside pick-up program. It was important to select a vendor that could work with the City of Morristown to orchestrate a plan for the proper disposal of glass as the market demands have made glass a less marketable recyclable. The proposer must be willing to accept glass in the short-term. The proposer will work with the City of Morristown on a plan for proper disposal of glass until such time market demands increase making glass a marketable recyclable.

**Findings/Current Activity:** The RFP was advertised in the *Citizen Tribune* on March 3 and March 8, 2017. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Tuesday, March 14, 2017. We received three (3) responses.

**Financial Impact:** Based on its current contract, this City of Morristown pays \$59.85 per ton of recyclables, or approximately \$33,000 per year over the last three fiscal years for this service. One of the proposals received was from WestRock Company. Their proposal was not based solely on a per ton price. Instead, they proposed to take into consideration the composition of Morristown's recyclables and base the City's cost on the Blended Market Value (BMV) monthly. Based on March projections, the City of Morristown would not have to pay the vendor for processing its recyclables. The City would only incur costs for transporting the recyclables to WestRock. It should be noted that the other two proposals received contract with WestRock Company to take their recyclables. Should council

[Return to Agenda](#)



approve the recommendation, the City of Morristown would essentially remove the middle man in the process. The City of Morristown would be responsible for transporting the recyclables to WestRock and would have to develop a long-term plan to address transportation. This change would still result in substantial savings to the City.

**Action options/Recommendations:** It is staffs' recommendation based on selection criteria that WestRock be selected and for Council authorize Tony Cox, City Administrator to negotiate and enter into a contract with WestRock based on the terms presented in the Request for Proposal and discussed above.

**Attachments:** None



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**  
SUITE 1800, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2781

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

February 2, 2017

Paul E. Brown, Public Works Director  
City of Morristown  
400 Dice St  
Morristown, TN 37813

**Subject:** Highway-Rail Grade Crossing Improvement Project Contract CRR070199

Dear Mr. Brown:

The Tennessee Department of Transportation (TDOT) has prepared an Agreement for the City of Morristown for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	731354M
Federal Project Number	HSIP-R00S (278)
State Project Number	32951-2503-94
PIN Number	123195.00
Railroad Company	NS Railroad
Railroad Milepost	A 88.02
Highway (Route)	S Liberty Hill Rd (03838)
Highway Log Mile	2.82
City, County	Morristown, Hamblen

Please note that on Item 2 (a) of the work agreement, TDOT will need the City to place a checkmark next to the method by which the City will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of an agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Agreement to me. I will then forward the copy for TDOT Commissioner's Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed agreement. Upon receipt of the fully executed agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Erik Anderson DM". The signature is written in a cursive style.

Erik Andersen  
TN Rail Crossing Safety Manager  
Section 130 Program

EA:dm

Enclosure: City Agreement (1 copy)

Cc: File



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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and the **City of Morristown, Tennessee**, hereinafter referred to as the "Local Government".

### WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(278), 32951-2503-94**, at the **S Liberty Hill Rd (03838) Highway-Rail Grade Crossing DOT No. 731-354M** located in **Morristown, Hamblen County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **January 24, 2017**, which estimate is in the amount of **\$235,450.00**, as required for the construction or installation of

3. Install one (1) 12' long and 24" wide stop line on Approach 1 (Southbound S. Liberty Hill Rd.) placed 8' in advance of the gate and perpendicular to the traveled way. This stop line will cross the through lane and terminate at the new channelization striping.
4. Remove existing advance warning sign and support, and install one (1) Grade Crossing Advance Warning (W10-1) (36") sign and support facing southbound traffic on Approach 1 (Southbound S. Liberty Hill Rd.) in the same location as existing, approximately 140' north of the new stop line. Add a 2" yellow reflective strip to the front face of the sign post per MUTCD 2A.21.
5. Install one (1) word pavement marking (RxR, MUTCD Figure 8b-7A) on Approach 1 (Southbound S. Liberty Hill Rd.). Reference location based on placement of the Grade Crossing Advanced Warning (W10-1) sign approximately 140' north of the new stop line.
6. Install 4" double yellow solid centerline and single solid white edge line markings along Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the new stop line at the railroad and extending approximately 280' north to the new stop bar at the roadway signalized intersection.
7. Install 8" yellow, solid channelizing markings for middle section of Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the new stop line and extending north and ending at the turn lane for northbound traffic approaching the roadway signal.

8. Install one (1) 11' long and 24" wide stop line on Approach 1 (Southbound S. Liberty Hill Rd.) placed at the roadway intersection left turn lane location necessary to facilitate clearance with oncoming traffic and perpendicular to the traveled way.
9. Install 4" single solid white lane markings along Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the point of entry into the new turn lane on this approach and extend north to the new stop line at the roadway signalized intersection.
10. Install one (1) 12' long and 24" wide stop line on Approach 2 (Northbound S. Liberty Hill Rd.) placed 8' in advance of the gate and perpendicular to the traveled way. This stop line will span the through lane and terminate at the new channelization striping.
11. Remove existing advance warning sign and support, and install one (1) Grade Crossing Advance Warning (W10-1) (36") sign and support facing northbound traffic (adjacent to the roadway, away from the building corner) on Approach 2 (Northbound S. Liberty Hill Rd.) nearby the location as existing, approximately 280' south of the new stop line. Add a 2" yellow reflective strip to the front face of the sign post per MUTCD 2A.21.
12. Install one (1) word pavement marking (RxR, MUTCD Figure 8b-7A) on Approach 2 (Northbound S. Liberty Hill Rd.). Reference location based on placement of the Grade Crossing Advanced Warning (W10-1) sign approximately 280' north of the new stop line.
13. Install 4" double yellow solid centerline and single solid white edge line markings along Approach 2 (Northbound S. Liberty Hill Rd.) beginning at the new stop line at the railroad and extending approximately 280' north to the existing non-signalized intersection.
14. Install 8" yellow, solid channelizing markings for middle section of Approach 2 (Northbound S. Liberty Hill Rd.) beginning at the new stop line and extending north a distance of 145'.
15. Design and install modifications to the existing traffic signals including traffic control components in the existing cabinet with battery backup power source and new LED signal heads to allow for preemption with the railroad signals. Include installation of a junction box for connection to the railroad signal controls on the edge of railroad right-of-way.
16. Install one (1) pavement marking (Turn Lane-Use Arrow, MUTCD Figure 3B-24B) on Approach 2 (Northbound S. Liberty Hill Rd.) the arrow shall be located in the left hand turn lane approximately 200' south of the new stop line at the crossing.
17. Install one (1) pavement marking (Turn Lane-Use Arrow, MUTCD Figure 3B-24B) on Approach 1 (Southbound S. Liberty Hill Rd.) the arrow shall be located in the left hand turn lane approximately 30' south of the stop line at the intersection.
18. Install new LED (area spread) roadway security light on pole nearest the rail on Approach 2 (Northbound S. Liberty Hill Rd.).

**items are numbered to correspond with the Aerial Drawing in Exhibit A** (hereinafter referred to as the "Railroad Crossing Approaches Work"); and

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1. (a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".

- (b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):
- \_\_\_\_\_ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).
- \_\_\_\_\_ By contract awarded to the lowest qualified bidder based on appropriate solicitation.
- \_\_\_\_\_ By use of an existing continuing contract (provided that the costs are reasonable).
- \_\_\_\_\_ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:
- \_\_\_\_\_
- \_\_\_\_\_
- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary



value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
- 3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
- 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
- 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.
- 6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
  - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
  - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
  - (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost

line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.

- (d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
  - (e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
  - (f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.
  - (g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable

work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.

9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
11. The Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.

14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
19. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
20. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Multimodal Transportation Resources  
Highway Railroad Crossing Program  
Suite 1800, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0349  
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0326  
Fax: (615) 532-5988

To the Local Government:

Paul E. Brown, Public Works Director  
City of Morristown  
400 Dice St.  
Morristown, TN 37813

With a copy if requested by the Local Government to:

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**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**City of Morristown, Tennessee**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

John C. Schroer  
Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
City Attorney

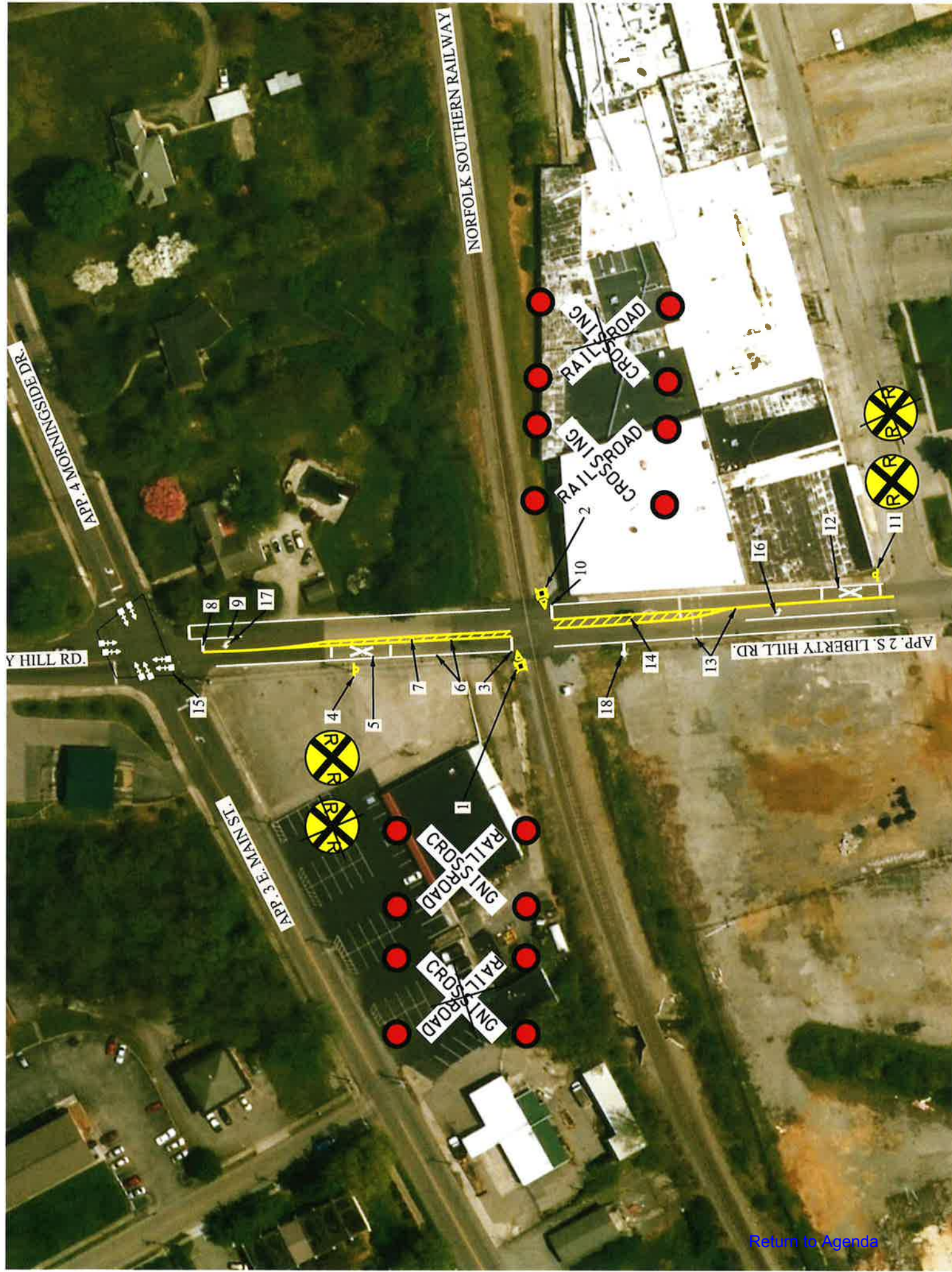
BY: \_\_\_\_\_  
John H. Reinbold  
General Counsel



## ESTIMATED ROADWAY QUANTITIES (Liberty Hill)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
712-01	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00
713-16.20	SIGNS (R3-1, 36"X36")	EACH	1	\$ 6,000.00	\$ 6,000.00
713-16.20	SIGNS (R3-2, 36"X36")	EACH	1	\$ 6,000.00	\$ 6,000.00
713-16.20	SIGNS (STREET NAME SIGNS)	EACH	4	\$ 385.00	\$ 1,540.00
713-16.20	SIGNS (W10-1, 36" DIA)	EACH	2	\$ 385.00	\$ 770.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	12	\$ 27.50	\$ 330.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 16.50	\$ 1,485.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5	\$ 275.00	\$ 1,375.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	\$ 440.00	\$ 880.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	4	\$ 440.00	\$ 1,760.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 5.50	\$ 495.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	\$ 110.00	\$ 440.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	0.5	\$ 2,420.00	\$ 1,210.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	1	\$ 3,200.00	\$ 3,200.00
717-01	MOBILIZATION	LS	1	\$ 16,575.00	\$ 16,575.00
725-05.05	DROP CABLE (5 STRND LOOSE TUBE SINGLE MODE)	L.F.	50	\$ 110.00	\$ 5,500.00
725-05.06	FUSION SPLICE	EACH	1	\$ 2,750.00	\$ 2,750.00
725-25.01	COMMUNICATIONS CONNECTION (MUS)	EACH	1	\$ 1,000.00	\$ 1,000.00
725-25.02	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	\$ 2,500.00	\$ 2,500.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	LS	1	\$ 3,000.00	\$ 3,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	4	\$ 1,100.00	\$ 4,400.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	4	\$ 1,980.00	\$ 7,920.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	4	\$ 715.00	\$ 2,860.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 4,950.00	\$ 4,950.00
730-08.10	SIGNAL CABLE	LS	1	\$ 1,650.00	\$ 1,650.00
730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	200	\$ 44.00	\$ 8,800.00
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 5,500.00	\$ 5,500.00
730-13.08	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	4	\$ 10,000.00	\$ 40,000.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 18,700.00	\$ 18,700.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 5,500.00	\$ 5,500.00
730-23.56	CANTILEVER SIGNAL SUPPORT (1 ARM @ 25')	EACH	1	\$ 12,100.00	\$ 12,100.00
730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')	EACH	1	\$ 12,100.00	\$ 12,100.00
730-23.95	CANTILEVER SIGNAL SUPPORT (2 @ 45' & 45')	EACH	1	\$ 22,000.00	\$ 22,000.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$ 16,500.00	\$ 16,500.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN (DESCRIPTION)	L.F.	120	\$ 5.50	\$ 660.00
				<b>ESTIMATE TOTAL</b>	<b>\$ 235,450.00</b>







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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and the **City of Morristown, Tennessee**, hereinafter referred to as the "Local Government".

### WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(278), 32951-2503-94**, at the **S Liberty Hill Rd (03838) Highway-Rail Grade Crossing DOT No. 731-354M** located in **Morristown, Hamblen County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **January 24, 2017**, which estimate is in the amount of **\$235,450.00**, as required for the construction or installation of

3. Install one (1) 12' long and 24" wide stop line on Approach 1 (Southbound S. Liberty Hill Rd.) placed 8' in advance of the gate and perpendicular to the traveled way. This stop line will cross the through lane and terminate at the new channelization striping.
4. Remove existing advance warning sign and support, and install one (1) Grade Crossing Advance Warning (W10-1) (36") sign and support facing southbound traffic on Approach 1 (Southbound S. Liberty Hill Rd.) in the same location as existing, approximately 140' north of the new stop line. Add a 2" yellow reflective strip to the front face of the sign post per MUTCD 2A.21.
5. Install one (1) word pavement marking (RxR, MUTCD Figure 8b-7A) on Approach 1 (Southbound S. Liberty Hill Rd.). Reference location based on placement of the Grade Crossing Advanced Warning (W10-1) sign approximately 140' north of the new stop line.
6. Install 4" double yellow solid centerline and single solid white edge line markings along Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the new stop line at the railroad and extending approximately 280' north to the new stop bar at the roadway signalized intersection.
7. Install 8" yellow, solid channelizing markings for middle section of Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the new stop line and extending north and ending at the turn lane for northbound traffic approaching the roadway signal.



8. Install one (1) 11' long and 24" wide stop line on Approach 1 (Southbound S. Liberty Hill Rd.) placed at the roadway intersection left turn lane location necessary to facilitate clearance with oncoming traffic and perpendicular to the traveled way.
9. Install 4" single solid white lane markings along Approach 1 (Southbound S. Liberty Hill Rd.) beginning at the point of entry into the new turn lane on this approach and extend north to the new stop line at the roadway signalized intersection.
10. Install one (1) 12' long and 24" wide stop line on Approach 2 (Northbound S. Liberty Hill Rd.) placed 8' in advance of the gate and perpendicular to the traveled way. This stop line will span the through lane and terminate at the new channelization striping.
11. Remove existing advance warning sign and support, and install one (1) Grade Crossing Advance Warning (W10-1) (36") sign and support facing northbound traffic (adjacent to the roadway, away from the building corner) on Approach 2 (Northbound S. Liberty Hill Rd.) nearby the location as existing, approximately 280' south of the new stop line. Add a 2" yellow reflective strip to the front face of the sign post per MUTCD 2A.21.
12. Install one (1) word pavement marking (RxR, MUTCD Figure 8b-7A) on Approach 2 (Northbound S. Liberty Hill Rd.). Reference location based on placement of the Grade Crossing Advanced Warning (W10-1) sign approximately 280' north of the new stop line.
13. Install 4" double yellow solid centerline and single solid white edge line markings along Approach 2 (Northbound S. Liberty Hill Rd.) beginning at the new stop line at the railroad and extending approximately 280' north to the existing non-signalized intersection.
14. Install 8" yellow, solid channelizing markings for middle section of Approach 2 (Northbound S. Liberty Hill Rd.) beginning at the new stop line and extending north a distance of 145'.
15. Design and install modifications to the existing traffic signals including traffic control components in the existing cabinet with battery backup power source and new LED signal heads to allow for preemption with the railroad signals. Include installation of a junction box for connection to the railroad signal controls on the edge of railroad right-of-way.
16. Install one (1) pavement marking (Turn Lane-Use Arrow, MUTCD Figure 3B-24B) on Approach 2 (Northbound S. Liberty Hill Rd.) the arrow shall be located in the left hand turn lane approximately 200' south of the new stop line at the crossing.
17. Install one (1) pavement marking (Turn Lane-Use Arrow, MUTCD Figure 3B-24B) on Approach 1 (Southbound S. Liberty Hill Rd.) the arrow shall be located in the left hand turn lane approximately 30' south of the stop line at the intersection.
18. Install new LED (area spread) roadway security light on pole nearest the rail on Approach 2 (Northbound S. Liberty Hill Rd.).

**items are numbered to correspond with the Aerial Drawing in Exhibit A** (hereinafter referred to as the "Railroad Crossing Approaches Work"); and

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1. (a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".

- (b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

\_\_\_\_\_ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

\_\_\_\_\_ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

\_\_\_\_\_ By use of an existing continuing contract (provided that the costs are reasonable).

\_\_\_\_\_ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

\_\_\_\_\_  
\_\_\_\_\_

- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary



value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
- 3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
- 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
- 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.
- 6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
  - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
  - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
  - (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost

line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.

- (d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
  - (e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
  - (f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.
  - (g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable

work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.

9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
11. The Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.

14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
19. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
20. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Multimodal Transportation Resources  
Highway Railroad Crossing Program  
Suite 1800, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0349  
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-0326  
Fax: (615) 532-5988

To the Local Government:

Paul E. Brown, Public Works Director  
City of Morristown  
400 Dice St.  
Morristown, TN 37813

With a copy if requested by the Local Government to:

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**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**City of Morristown, Tennessee**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

John C. Schroer  
Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
John H. Reinbold  
General Counsel



## ESTIMATED ROADWAY QUANTITIES (Liberty Hill)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
712-01	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00
713-16.20	SIGNS (R3-1, 36"X36")	EACH	1	\$ 6,000.00	\$ 6,000.00
713-16.20	SIGNS (R3-2, 36"X36")	EACH	1	\$ 6,000.00	\$ 6,000.00
713-16.20	SIGNS (STREET NAME SIGNS)	EACH	4	\$ 385.00	\$ 1,540.00
713-16.20	SIGNS (W10-1, 36" DIA)	EACH	2	\$ 385.00	\$ 770.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	12	\$ 27.50	\$ 330.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 16.50	\$ 1,485.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5	\$ 275.00	\$ 1,375.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	\$ 440.00	\$ 880.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	4	\$ 440.00	\$ 1,760.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 5.50	\$ 495.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	\$ 110.00	\$ 440.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	0.5	\$ 2,420.00	\$ 1,210.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	1	\$ 3,200.00	\$ 3,200.00
717-01	MOBILIZATION	LS	1	\$ 16,575.00	\$ 16,575.00
725-05.05	DROP CABLE (5 STRND LOOSE TUBE SINGLE MODE)	L.F.	50	\$ 110.00	\$ 5,500.00
725-05.06	FUSION SPLICE	EACH	1	\$ 2,750.00	\$ 2,750.00
725-25.01	COMMUNICATIONS CONNECTION (MUS)	EACH	1	\$ 1,000.00	\$ 1,000.00
725-25.02	ETHERNET SWITCH (FIELD LAYER 2)	EACH	1	\$ 2,500.00	\$ 2,500.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	LS	1	\$ 3,000.00	\$ 3,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	4	\$ 1,100.00	\$ 4,400.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	4	\$ 1,980.00	\$ 7,920.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	4	\$ 715.00	\$ 2,860.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 4,950.00	\$ 4,950.00
730-08.10	SIGNAL CABLE	LS	1	\$ 1,650.00	\$ 1,650.00
730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	200	\$ 44.00	\$ 8,800.00
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 5,500.00	\$ 5,500.00
730-13.08	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	4	\$ 10,000.00	\$ 40,000.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 18,700.00	\$ 18,700.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 5,500.00	\$ 5,500.00
730-23.56	CANTILEVER SIGNAL SUPPORT (1 ARM @ 25')	EACH	1	\$ 12,100.00	\$ 12,100.00
730-23.64	CANTILEVER SIGNAL SUPPORT (1 ARM @ 30')	EACH	1	\$ 12,100.00	\$ 12,100.00
730-23.95	CANTILEVER SIGNAL SUPPORT (2 @ 45' & 45')	EACH	1	\$ 22,000.00	\$ 22,000.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$ 16,500.00	\$ 16,500.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN (DESCRIPTION)	L.F.	120	\$ 5.50	\$ 660.00
<b>ESTIMATE TOTAL</b>				<b>\$</b>	<b>\$ 235,450.00</b>



