

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
OCTOBER 17, 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**

1. October 3, 2017

**6. PROCLAMATIONS/PRESENTATIONS**

1. Retirement Proclamation for Lieutenant Tony Belisle and presentation of service weapon.

**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. 3589

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 8 (Alcoholic Beverages), Chapter 2 (Beer) of the Morristown Municipal Code.

2. Ordinance No. 3590

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 16 (Streets and Sidewalks, Etc.) of the Morristown Municipal Code.

**9. NEW BUSINESS**

**9-a. Resolutions**

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

1. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales.  
{Public Hearing November 7, 2017}

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

1. Approval of Tennessee Highway Safety Office (THSO) Grant AL-56133 in the amount of \$15,000 for overtime reimbursement to the Police Department for saturation patrol to combat impaired driving.
2. Approval of Request for Qualification (RFQ) for East Morris Boulevard Rehabilitation Project and allow the City Administrator to negotiate a contract with Mattern & Craig based on the terms presented in the RFQ.
3. Approval of Purchase for Police Department Covert Equipment from Advanced Covert Technology, Inc., in the amount of \$14,060.
4. Approval of Purchase for Police Department 10-8 Video HD4 Camera Systems from 10-8 Video, a sole source provider, in the amount of \$25,137.

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

1. Mayoral Appointment to the Morristown-Hamblen Humane Society to replace Stan Eversole who recently resigned.

**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

Nov. 7, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Nov. 7, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 21, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
Nov. 21, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Nov. 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 23-24, 2017	(Thursday & Friday)	City Employee's Holiday, Thanksgiving
Nov. 30, 2017	(Thursday) 7:00 p.m.	City Council Community Roundtable Panther Springs United Methodist Church
Dec. 5, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 5, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 19, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
Dec. 19, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Dec. 19, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 25-26, 2017	(Monday & Tuesday)	City Employee's Holiday Christmas
January 1, 2017	(Monday)	City Employee's Holiday New Year's
January 2, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
January 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2017	(Monday)	City Employee's Holiday Martin Luther King Day
January 16, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
January 16, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
January 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA  
OCTOBER 17, 2017**

**1. NO WORK SESSION.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
OCTOBER 3, 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, October 3, 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.

Dr. Chris Dotson, Chaplain Unit Coordinator, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the September 19, 2017, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3587. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3587 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3587**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 14 (Heavy Industrial District), Section 1408 (Building Height) of the Morristown Municipal Code.**

A Public Hearing was held relating to Ordinance No. 3588. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 3588 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3588**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID# 032040E E 02400, currently addressed as 337 Central Church Road from Planned Commercial Development (PCD) to High Density Residential (R-3).}**

Councilmember Pedigo made a motion to approve Ordinance No. 3589 on first reading and schedule a public hearing relative to final passage of said ordinance for October 17, 2017. Councilmember Bivens seconded the motion.

During discussion Councilmember Senter made a motion to amend Ordinance No. 3589 Section 8.212(9) by keeping the restriction on “drive-through” windows but allowing curbside grocery pick-up and ask the City Attorney to develop the accurate wording for that section. Councilmember Smith seconded the motion and upon roll call; Councilmembers Senter, Alvis and Smith voted “aye”, Councilmembers Garrett, Bivens, Pedigo and Mayor Chesney voted “no”. Amendment to Ordinance No. 3589 failed.

Councilmembers returned to the main motion made by Councilmember Pedigo and seconded by Councilmember Bivens to approve Ordinance No. 3589 on first reading and schedule a public hearing relative to final passage of said ordinance for October 17, 2017, and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmember Alvis voted “no”

**Ordinance No. 3589**

**Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 8 (Alcoholic Beverages), Chapter 2 (Beer) of the Morristown Municipal Code.**

Councilmember Senter made a motion to approve Ordinance No. 3590 on first reading and schedule a public hearing relative to final passage of said ordinance for October 17, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3590**

**Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 16 (Streets and Sidewalks, Etc.) of the Morristown Municipal Code.**

Councilmember Smith made a motion to approve the 2017 Consolidated Annual Action Plan from U.S. Department of Housing and Urban Development. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the bid for Runway Rehabilitation/Crack and Seal Project at the Airport to Ameriseal of Ohio, Inc. in the amount of \$309,656. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.



Councilmember Smith made a motion to approve the bid for Desktop Computers to CDW Government, LLC, in the amount of \$783.94 per unit. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the bid for Laptop Computers to SHI International Corp. in the amount of \$1,225.90 per unit. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase order to Lamar Dunn & Associates, Inc. for General Services in the amount of \$40,000. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and T. Phillip Carlyle for Parke Villas property. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to re-appoint John Hofer to the Morristown/Hamblen County Solid Waste Board for a three (3) year term to expire on October 17, 2020. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

City Councilmember Alvis made a motion to confirm the City Administrator’s re-appointment of Councilmember Bob Garrett to the Morristown/Hamblen County Solid Waste Board for a three (3) year term to expire on October 17, 2020. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Police Departments hiring of Nick Cline, Shelby Holt and Spencer Cope as entry-level Patrol Officers. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Police Departments request for retirement or K-9 Diego and authorize the transfer of ownership to handler Captain Dan Cliff. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to confirm the Police Departments disciplinary action on Officer Matthew Johnson. Councilmember Pedigo seconded the motion and upon roll call all voted “aye”.

Mayor Chesney adjourned the October 3, 2017, City Council meeting at 5:40 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

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

DRAFT



Office of the Mayor  
**MORRISTOWN, TENNESSEE**  
**PROCLAMATION**

*WHEREAS, Tony Belisle began working for the City of Morristown on February 17, 1987; and*

*WHEREAS, Tony has diligently served the citizens of Morristown with his work in the following positions in the Police Department: Patrol Officer, Patrol Sergeant, Special Response Team Member, Honor Guard Member, Support Services Division Supervisor and since April 15, 2003 has served as Lieutenant; and*

*WHEREAS, Tony is looking forward to retirement and enjoying exploring new opportunities and making the most of his free time; and*

*WHEREAS, Lieutenant Belisle will retire from the City's employment on October 26, 2017.*

*NOW, THEREFORE, I, Mayor Gary Chesney, on behalf of the Morristown City Council, do hereby congratulate and commend*

*Lieutenant Tony Belisle*

*for his 30 years of service to the community and wish him health, happiness and well-being for the future.*



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

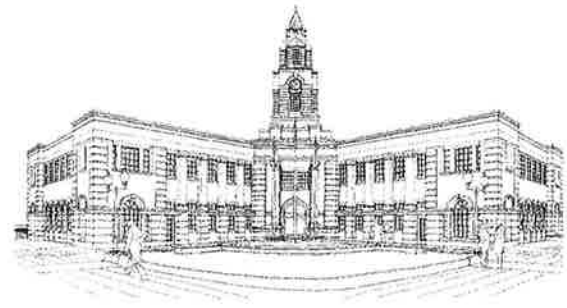
Attest: 

Date: 10/12/2017

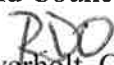
# Morristown Police Department

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ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

TO: Mayor and Council  
FR:  Roger Overholt, Chief of Police  
DATE: October 12, 2017  
RE: **Request to Surplus Lt. Tony Belisle's Duty Weapon**

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I request council approval to surplus Lt. Tony Belisle's duty weapon; a 9mm Glock Model 17 Serial# BAZB. Lt. Belisle is retiring after 30 years of service and I request that the weapon be transferred to him.

If you have any questions please contact me.

Thank you.



**ORDINANCE NO. 3589  
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 8, CHAPTER 2 OF THE  
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Chapter 2 of Title 8 of the Morristown Municipal Code is hereby deleted in its entirety and substituted therefore is the following:

**“CHAPTER 2 - BEER**

**Sec. 8-201. – Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicated otherwise:

a) *Beer* – Beer, ale or other malt beverages, or any other beverage having an alcoholic content of not more than eight percent (8%) by weight, except wine as defined in Tennessee Code Annotated §57-3-101; provided, however, that no more than forty-nine percent (49%) of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol. (Should the Tennessee Code Annotated §57-5-101 statutory definition of “beer” change, that definition shall govern.)

b) *Caterer Permit* – A permit issued for the retail sale of beer by a caterer who operates a permanent catering hall on an exclusive basis, has a complete and adequate commercial kitchen facility, and is licensed as a caterer by the Tennessee Department of Health, unless the catering hall is licensed as a restaurant. Said permit shall be valid for one (1) year from the date of issue. The caterer must provide food at any catered event.

c) *Convenience Store* – A store that maintains an inventory of basic food items such as luncheon meats, snack items, milk products, bread products, and canned goods.

d) *Drug store* – A business whose primary business is the sale of prescription drugs and associated items.

f) *Full line grocery store* – A store that maintains an inventory of staple food items, including fresh meats, vegetables, produce, and fruits.

g) *Limited Service Restaurant Permit* – A permit issued for the retail sale of beer for consumption on the premises of a restaurant that has gross revenue food sales of less than fifty percent (50%) of its total revenues. ~~Said permit shall be valid for one (1) year from the date of issue and the permit fee can vary as it is based upon the percentage of food sales.~~ The limited service restaurant shall have a seating capacity of at least forty (40) people at tables and shall have a menu of prepared food available to patrons.

h) *Microbrewery* – A small brewery and/or restaurant engaged in the manufacture of beer or alcoholic content of not more than eight percent (8%) by weight, and which sells the aforesaid beer for consumption on the premises and/or

off the premises, provided that the aggregate sales shall not exceed twenty-five thousand (25,000) barrels of beer annually. Said microbrewery shall have a seating capacity of at least forty (40) people.

i) *Nonprofit club/organization* – A corporation which has been recognized as exempt from federal taxes under Section 501(c) of the Internal Revenue Code for two (2) consecutive calendar years, is organized and in good standing under the laws of the State of Tennessee, and is not for profit, but is solely for the promotion of some common object of fellowship, recreation and other nonprofit purposes other than the sale and consumption of beverages containing alcohol.

j) *Off-premises Permit* – A permit issued for the retail sale of beer for consumption off the premises of the permittee.

k) *On-premises Permit* – A permit issued for the retail sale of beer for consumption on the premises of the permittee.

l) *On- and off-premises Permit* – A permit issued for the retail sale of beer for consumption on and off the premises of the permittee in which the business is a microbrewery as defined in this chapter.

m) *Permit* – The permit required or issued pursuant to this chapter, and “permittee” thus means any person, firm, or corporation to whom such permit has been issued pursuant to this chapter.

n) *Restaurant* – Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment and a seating capacity of at least forty (40) people at tables, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. Said restaurant should serve at least one meal per day at least four days per week, with the exception of holidays, vacations and periods of redecorating. The serving of such meals shall be the principal business conducted (revenue sales from food must exceed 50%), except where the restaurant is located in a hotel or motel which provides at least thirty (30) rooms or suites for guests, in which case, the restaurant business may be secondary to the hotel or motel business. In no case shall beer be sold at times other than when meals are being served.

o) *Special Occasion Permit* – A permit issued for the retail sale of beer by a bona fide charitable or non-profit organization, or a bona fide political organization for a twenty-four (24) hour period. The charitable/nonprofit organization must have been in existence for at least two (2) consecutive calendar years and must expend at least sixty percent (60%) of its gross revenue for religious, educational or charitable purposes. The political organization must be either a political campaign committee as defined in Tennessee Code Annotated §2-10-102(a) or a political party as defined in Tennessee Code Annotated §2-13-101. Said permits cannot be issued more than twelve (12) times in a calendar year to the same organization. These permits will be issued for the following locations: Farmer’s Market area, Rose Center (and the immediate surrounding block),

Downtown Main Street (from Henry Street to Cumberland), and other approved locations.

p) *Temporary Permit* – A permit that may be issued by the city administrator or his designee, to allow the continued sale of beer at a location which presently has a valid permit. Said permit may be issued in order to allow a new application to be administratively processed and considered by the beer board. The applicant for said permit shall meet all requirements set forth in these ordinances, and the temporary permit shall not be issued for more than thirty (30) days. The city administrator or his designee, shall be entitled to immediately revoke said temporary permit upon discovering any violation of this chapter.

Sec. 8-202. - Beer board established.

There is hereby established a beer board to be composed of the members of the city council. The mayor shall be the chairperson. All members of the beer board shall serve without compensation.

Sec. 8-203. - Meetings of the beer board.

All meetings of the beer board shall be open to the public. The board, when there is business to conduct, shall hold regular meetings in the city hall immediately prior to or following regular city council meetings. Special meetings may be called by the chairman provided he gives a reasonable notice thereof to each member. Special meetings may also be called by a majority of the board members, who also shall give reasonable notice thereof to each member. The board may adjourn a meeting at any time to another time and place.

Sec. 8-204. - Record of beer board proceedings to be kept.

The city administrator shall make a record of the proceedings of all meetings of the beer board. The record shall be a public record and shall contain at least the following: the date of each meeting; the names of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board.

Sec. 8-205. - Requirements for beer board quorum and action.

The attendance of at least a majority of the members of the beer board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided by a majority of the members present if a quorum is constituted. Any member present but not voting shall be deemed to have cast a "nay" vote. Applicants for beer permits shall appear in person before the board will consider their application.

Sec. 8-206. - Powers and duties of the beer board.

The beer board shall have the power and it is hereby directed to regulate the giving away, selling, storing for sale, distributing for sale, and

manufacturing of beer within this municipality in accordance with the provisions of this chapter.

Sec. 8-207. - Permit required for engaging in beer business.

Subject to Tennessee Code Annotated § 57-5-103, it shall be unlawful for any person to give away, sell, store for sale, distribute for sale, or manufacture beer without first making application to and obtaining a permit from the beer board.

(1) The beer board shall adopt by resolution the application form for a beer permit. Each application shall be furnished pursuant to Tennessee Code Annotated, § 57-5-103, and shall be accompanied by a non-refundable application fee of \$250.00, for every beer permit type, except that Special Occasion permit fee shall be \$50.00, plus any other requisite fees pertaining to the acquisition of the permit. Said fee shall be in cash or equivalent payable to the City of Morristown. The applicant shall fully and truthfully complete each portion of the application.

(2) No permit will be issued by the city unless the applicant has been a citizen or lawful resident of the United States for at least one year immediately preceding the date of applying for the permit and the applicant must be a person of good moral character and he must certify that he has read and is familiar with the provisions of this chapter. No permit shall be issued hereunder to an individual who is an officer or employee of the city.

(3) A sign of minimum size two feet by two feet shall be posted on the premise for which application is being made at least 15 days prior to the meeting of the beer board at which the application will be considered. At least ten days prior to being considered by the beer board, an announcement in a newspaper of general circulation must appear stating the name of the applicant, the type of permit desired, and the address of the premise at which the permit is desired.

(4) A permit is void at midnight of the day a permit holder ceases business for which the permit was granted and must be surrendered to the city cashier's office within five working days.

(5) If application is being made for an establishment that has not been constructed or is under construction, a complete site plan and floor plan must be submitted with the application. The plans must provide a description of the entire premises, including open and parking areas available to and for the use of the business. If construction is not commenced within six months or is not completed within 18 months from the date of approval of the beer permit; or if after completion of the construction, the facility differs materially from the submitted plans or violates any provisions of this chapter in effect at the time of approval of the permit, any permit issued for the facility becomes immediately void.

(6) A permit is not transferable.

(7) An applicant can apply for the following types of permits: caterer permit, limited service restaurant permit, restaurant permit, off-premises permit, on-premises permit, on- and off-premises permit, special occasion permit, and a temporary permit. (See definitions of each in 8-201 above.)



(8) The premises for which an applicant desires a beer permit shall be inspected by all necessary inspection officers of the city.

(9) Upon receiving approval and a permit from the beer board, the permit holder shall immediately notify the city administrator or his designee of any change in business ownership, relocation of the business, changes in the business' name, or termination of the business. Failure to notify the city within five days of any of these changes shall be grounds to cite the permit holder to the beer board to show cause why the permit should not be suspended or revoked.

(10) A beer permit shall be valid only for a single location except as provided in section (12) below, and cannot be transferred to another location.

(11) Where an owner operates two or more restaurants or other businesses within the same building, the owner may in his discretion operate some or all such business pursuant to the same permit.

(12) After receiving a permit from the beer board, if the permit holder's business or purpose for the permit changes such that the current permit (see definitions for types of permits) no longer applies to the permitted business or purpose, the permit holder shall immediately notify the city administrator or his designee. The permit holder will then be required to submit a new application for the proper type of beer permit for the business. During this revised application process, a temporary permit may be issued.

#### Sec. 8-208. - Proof of compliance.

Any person, firm, corporation, joint stock company, syndicate or association engaged in the sale, distribution, storage or manufacture of beer shall be required to provide the City Administrator, or his designee, with annual proof of compliance with the requirements in this chapter. ~~Based upon the permit type and fee schedule, the renewal fees are subject to modification.~~ The permit holder shall submit the proof of compliance annually, on or before December 15<sup>th</sup>. The permit renewal fees shall be due on or before January 1<sup>st</sup>, and a penalty of ten dollars (\$10.00) per day will be assessed on the second working day following January 1, and on each successive working day until the renewal fee is paid. If the renewal fee is not paid by February 1 of each year, the permit shall become void and the holder must surrender the permit to the city.

The permit holder shall **annually** provide the City Administrator, or his designee, with proof regarding the percentage of gross revenue beer sales compared with the percentage of gross revenue food sales. For purposes of determining ~~the fee to be assessed whether a permit holder is defined as a restaurant or a limited service restaurant, for an on-premises permit for a restaurant or a limited service restaurant,~~ the total gross revenue food sales shall be defined as those food and non-alcoholic beverage sales subject to state and local sales taxes. **If the food sales do not meet the definition of the current permit type then a new application shall be submitted.**

#### Sec. 8-209. - Beer permits shall be restrictive.



All beer permits shall be restrictive as to the type of beer business authorized under them.

(1) Separate permits shall be required for selling at retail, storing, distributing, and manufacturing. It shall be unlawful for any beer permit holder to engage in any type or phase of the beer business not expressly authorized by his permit. It shall likewise be unlawful for him not to comply with any and all express restrictions or conditions that are written into his permit by the beer board.

(2) No on-premises permit shall be issued for a premise other than a nonprofit club, restaurant, limited service restaurant, or microbrewery. No on- and off-premise permit shall be issued for a premise other than a microbrewery. For purposes of this chapter, "on premise", and "on-and off-premise" shall include the interior of the business enclosed by permanent walls and covered by a permanent roof, as well as all decks, patios and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located, and in the case of a nonprofit club, a golf course that is a part of the establishment. An outdoor serving area shall be defined as a patio, deck, courtyard or other outdoor area where the permitted establishment provides service to the outdoor serving area that is (1) contiguous to the exterior of the building in which the business is located, (2) operated and controlled by the business, and (3) fenced or surrounded on all sides except for designated entrances and exits. The fencing or surrounding barrier need not be permanent, but must consist of a barrier not less than 40 inches high and must be constructed of a substantial material without gaps or spaces that would allow ingress and egress of the premises except through designated entrances and exits. Examples of substantial material includes, but is not limited to, securely connected cattle gates, planters, decorative fencing or other decorative architectural or landscaping material. An outdoor serving area may not include all or any part of an area otherwise used by the business or by the public for parking.

(3) No off-premise permit shall be issued for a premise other than full line grocery stores, drug stores, or convenience stores.

(4) Each holder of a beer permit shall continuously maintain in this city:

a. A registered office which may be the same as the permitted place of business; and

b. A registered agent, who shall be an individual whose business office is identical with the registered office.

(5) With the exception of a microbrewery, no brewer, wholesaler or manufacturer of beer, nor any agent of such brewer, wholesaler or manufacturer, shall be permitted to make a loan of money or furnish any fixtures of any kind or have any interest either directly or indirectly in the business of any retailer of beer, or in the premises occupied by such retailer. No person holding and/or exercising a valid permit issued pursuant to this chapter shall while so doing convey or grant or contract to convey or grant any interest in the business located at the place named on the permit, or an interest in the premise or any property therein, to any brewer, wholesaler or manufacturer of beer regulated by this chapter. No person holding and/or exercising a valid permit issued pursuant to this chapter shall incur or

contract any indebtedness or financial obligation to any brewer, wholesaler or manufacturer of beer regulated by this chapter, except for the purchase of the beverages. No permit shall be granted under this chapter to any applicant who at the time of making application, is indebted or financially obligated to any such brewer, wholesaler or manufacturer, except for the purchase of the beverages.

Sec. 8-210. - Issuance of permits to persons convicted of certain crimes prohibited.

No beer permit shall be issued to any person who has been convicted for the possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue, or any crime involving moral turpitude within the past ten years. No person, firm, corporation, joint-stock company, syndicate, or association having at least a five percent ownership interest in the business for which application is being made shall have been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue or any crime involving moral turpitude within the past ten years.

Sec. 8-211. - Prohibited conduct or activities by beer permit holders.

It shall be unlawful for any beer permit holder, employee, or person engaged in the sale of beer to:

(1) Employ any server that does not possess a valid server permit issued by the State of Tennessee Alcoholic Beverage Commission. Said permit must be on the person of the server, or dispenser or upon the premises of the licensee at all times subject to inspection by the city's duly authorized agent.

(2) Employ any person convicted for the possession, sale, manufacture, or transportation of intoxicating liquor, or any crime involving moral turpitude within the past ten years.

(3) Employ any minor under 18 years of age in the sale, storage, distribution or manufacture of beer.

(4) Make or allow any sale of beer on Sunday between the hours of 3:00 a.m. and 10:00 a.m. or between the hours of 3:00 a.m. and 8:00 a.m. on any other day.

(5) Make or allow any sale of beer to a person under 21 years of age.

(6) Allow on the premises an owner, co-owner, operator, proprietor, or employee to drink or be under the influence of any of the beverages regulated by this chapter.

(7) Allow any person under 21 years of age to loiter in or about his place of business.

(8) Make or allow any sale of beer to any person who appears, or would reasonably appear to be under the influence of any intoxicant whatsoever.

(9) Allow intoxicated person to loiter about his premises.

(10) Provide for or allow any gambling or games of chance involving exchange of money on the premises, excepting activities authorized pursuant to the Tennessee Education Lottery Implementation Law codified at Tennessee Code Annotated, § 4-51-101, et seq.

(11) Knowingly or intentionally permit or allow any person to appear in the establishment or on the premises for which the permit was issued and to:

a. Publicly or openly perform acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any other sexual acts prohibited by law;

b. Publicly or openly engage in the actual or simulated touching with the hand, facial area or mouth, or caressing, or fondling of the breasts, buttocks, anus or genitals;

c. Publicly or openly engage in the actual or simulated display to public view of any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the display of the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state; or

d. Publicly or openly wear or use any device or covering exposed to public view which simulates the display to public view of any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the display of the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state; or

e. Employ, use or allow any person in the sale or service of food, wine, beer or other alcoholic beverages while such person is publicly or openly unclothed or in such attire, costume or clothing as to expose to view any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state; or

f. Employ, use or allow the services of any hostess or other person to mingle with patrons while such hostess or other person is unclothed or in such attire, costume or clothing as to expose to view any portion of the human male or female genitals, pubic area or buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state; or

g. Publicly or openly permit any person to use artificial devices or any inanimate objects to depict any prohibited activities described above; or

h. For the owner of the property, or the owner of any business operated thereon, or any employee thereof to allow or permit any person to remain in or upon the premises who is exposing to public view any portion of the human male or female genitals, pubic area, buttocks with less than a fully opaque covering, the female breast with less than a fully opaque covering of the areola, or the showing of covered male genitals in a discernibly turgid state;

i. Publicly or openly show films, videotapes, laser discs, CD ROMS, electronic reproductions or other visual reproductions that involve movement depiction of any of the following:

(i) Acts or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;

(ii) Any person being touched, caressed, or fondled on the breasts, buttocks, anus or genitals;

(iii) Scenes wherein the person displays the vulva, the anus or the genitals;

(iv) Scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray, any of the prohibited activities described above.

j. Nothing contained in this section shall be construed to prohibit persons of either sex from engaging in swimming or related activities while clad in attire customarily worn in the community for such purpose;

k. Nothing contained in this section shall be construed to prohibit the broadcast or display of any television program subject to regulation by the Federal Communications Commission of the United States on the permitted premises.

(11) Operate a disorderly place or allow boisterous and/or disorderly conduct on the premises. Such prohibited disorderly conduct and operation of a disorderly place shall mean and include any conduct that may pose a threat to public health or safety and that may be deemed to create a public nuisance.

#### Sec. 8-212. - Suspension and revocation of beer permits.

Subject to the provisions of The Tennessee Responsible Vendor Act codified at Tennessee Code Annotated, § 57-5-601, et seq., the beer board shall have the power to revoke any beer permit issued under the provisions of this chapter when the holder thereof is guilty of making a false statement or misrepresentation in his application or of violating any of the provisions of this chapter. The beer board is authorized to revoke a beer permit for any of the reasons which would disqualify an applicant in the first instance. However, no beer permit shall be suspended or revoked until a public hearing is held by the board after reasonable notice to all the known parties in interest. Suspension or revocation proceedings may be initiated by the chief of police or by any member of the beer board. When a permit is revoked by the beer board, a new permit for the sale of beer on the same premises shall not be issued for one year following the final effective date of the revocation. However, the board may, in its discretion, issue a new permit on the same premises before the expiration of the one-year period if the individual applying for the permit is not the original holder of the permit or the agent of the original holder of the permit. Revocations do not stay with the property when the property changes hands.

#### Sec. 8-213. - Civil penalty in lieu of suspension.

Subject to the provisions of Tennessee Code Annotated, § 57-5-601, et seq., the beer board may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed \$2,500.00 for each offense of making or permitting to be made any sales to persons under 21

years of age, or a civil penalty not to exceed \$1,000.00 for any other offense. The amount of the civil penalties shall be governed by Tennessee Code Annotated § 57-5-108 and if the amounts are modified, the Tennessee statute shall control. If a civil penalty is offered as an alternative to revocation or suspension, the holder shall have seven days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn.

**Sec. 8-214. - Open beverage containers prohibited.**

It is unlawful for any person to possess open cans, bottles, or containers of beer in motor vehicles in the city or upon the public streets, sidewalks, or other public places in the city, not otherwise permitted by this chapter. There shall be rebuttable presumption that open containers of alcoholic beverages found in a motor vehicle, not within the physical possession of any individual, are in the possession of the driver of the vehicle.

**Sec. 8-215. - Signage required.**

Pursuant to Tennessee Code Annotated § 57-5-301(f), permit holders shall post signs on the premises informing customers of the permit holder's policy against selling beer to underage persons. The signs shall be not less than eight and one-half inches by five and one-half inches, and shall contain the following language: "IF YOU AREN'T 21 AND ARE IN POSSESSION OF BEER, YOU COULD LOSE YOUR DRIVER LICENSE."

**Sec. 8-216. - Limitation on permits issued.**

Not including special occasion permits, the beer board shall not issue permits for beer sales that would result in the number of permits in effect numbering more than 150. Businesses which may be annexed, and which possess a valid beer license at the time of their annexation; and businesses which had been issued a valid permit which is existing at the time of the final passage of the ordinance comprising this chapter, but which experience a change of control (ownership) such as would require application for issuance of a new permit, shall not be denied a permit on the basis of the limitation of the number of permits to be issued by the city.

**Sec. 8-217. - Adoption of the Tennessee Responsible Vendor Act.**

There is hereby adopted and incorporated herein by reference the Tennessee Responsible Vendor Act, codified in Tennessee Code Annotated, § 57-6-601, et seq. Any provisions of title 8, chapter 2 of the municipal code in conflict with the provisions of the Act are hereby repealed."

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

PASSED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF OCTOBER 2017.



ATTEST:

\_\_\_\_\_  
MAYOR

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

PASSED ON SECOND AND FINAL READING THIS THE 17<sup>TH</sup> DAY OF  
OCTOBER 2017.

ATTEST:

\_\_\_\_\_  
MAYOR

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

**ORDINANCE NO. 3590**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 16 (STREETS AND SIDEWALKS,  
ETC.) OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 16 of the Morristown Municipal Code is hereby deleted in its entirety and substituted therefore is the following:

**“TITLE 16 - STREETS AND SIDEWALKS, ETC.**

**Chapter 1 – General Regulations**

**Chapter 2 – Excavations and Cuts**

**Chapter 3 – Plans and Specifications for Sidewalks, Curbs and Gutters**

**Chapter 4 – Uniform Street Naming and Addressing**

**CHAPTER 1 - GENERAL REGULATIONS**

**Sec. 16-101. - Obstructions prohibited.**

No person shall use or occupy any portion of any public street, alley, sidewalk, or right of way for the purpose of storing, selling, or exhibiting any goods, wares, merchandise, or materials. The City Administrator, or his designee, may remove, at the expense of the owner, any goods, wares, merchandise, or materials found in violation of this section. This prohibition shall not apply in the Central Business District. However, within these areas in the Central Business District, a four (4) foot unobstructed pedestrian walkway shall be maintained at all times. The unobstructed pedestrian walkway shall be measured and maintained from the back of the curb in a perpendicular line to the building. Where permitted, said sales or exhibits of goods and materials shall not impede with traffic or cause any kind of safety hazard, or the materials will be subject to removal.

**Sec. 16-102. - Gates or doors opening over streets, alleys, or sidewalks prohibited.**

It shall be unlawful for any person owning or occupying property to allow any gate or door to swing open upon or over any street, alley or sidewalk.

**Sec. 16-103. - Discharging water over sidewalks or into streets prohibited.**

No person shall permit any water to be discharged from the roof or guttering of any building or from any other drain or pipe onto or across any sidewalk in the city. No person shall discharge any soap suds, slops, or other unclean or contaminated water or other matter into or onto any street, alley, sidewalk, or storm gutter in the city. Any such discharge is hereby declared to be a public nuisance.

This section shall not be construed to prohibit any person from constructing drains under sidewalks, pursuant to the approved plans and specifications by the city, which will convey storm water into the gutters alongside the sidewalks and curbs.



Sec. 16-104. - Obstruction of gutters, drainage ditches, etc.

No person shall obstruct or permit or cause the obstruction of any gutter or drainage ditch in any street or other public right-of-way in the city.

Sec. 16-105. - Sleds, coasters, bicycles, skates, and skateboards, regulated on streets, sidewalks and other public property.

No person shall use any sled, coaster, bicycle, roller skates, in-line skates or skateboard on any of the sidewalks of the city within the central business district zone of the city, as defined by the city's zoning ordinances, as may be amended from time to time, or on the city center plaza, or inside any publicly owned building. No person shall use any sled, coaster, roller skates, in-line skates or skateboard on any streets, alleys, or vehicular roadways in the city or publicly owned parking areas of the city.

Where operation of any sled, coaster, bicycle, roller skates, in-line skates or skateboard is permitted on sidewalks, the operator of same shall yield to pedestrians on such sidewalks.

Sec. 16-106. - Games in streets.

No person shall play or engage in any game of ball or any other game or sport on any of the streets, alleys, or other vehicular roadways in the city.

Sec. 16-107. - Animals prohibited on sidewalks.

No person shall ride any animal upon or over any sidewalk in the city, except where driveways or other crossings have been provided for such purpose.

Sec. 16-108. - Littering streets, sidewalks etc., prohibited.

(a) *Definitions.* The following definitions shall apply to the interpretation and enforcement of this chapter:

*Bulk waste* means discarded appliances such as stoves, refrigerators, water tanks, washing machines, discarded furniture, and inoperable motor vehicles, or similar bulky materials that are of such a size, shape, or weight that they cannot be placed in a regular trash container.

*Garbage* includes all household wastes, including, but not limited to, food waste, which includes putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, bottles, waste paper, cans, clothing, and general refuse.

*Litter* includes garbage, refuse, rubbish, tobacco waste products and all other waste materials.

*Person* means every natural person, firm, partnership, association, corporation, municipal corporation or public authority.

*Refuse*, as a comprehensive term, includes all garbage, rubbish, ashes, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar

unwanted materials, but shall not include sewage, body wastes, or recognizable industrial by-products, from all residences and establishments, public and private.

*Rubbish* includes all combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

(b) *Throwing, dumping or depositing litter.*

(1) A person shall not throw, dump, deposit, or cause to be thrown, dumped, or deposited, litter or maintain a nuisance on property, improved or vacant or on any public parkway, pathway, street, or road, upon public parks, or recreation areas, or upon any other public property, except that property designated for that use.

(2) If an object of litter is discovered, on another's property without his or her permission, on any public highway, street or road, upon public parks or recreation areas, or upon any other public property, except that property designated for that use, bearing a person's name, it shall be prima facie evidence that the person whose name appears on the object, threw, dumped, deposited or caused it to be thrown, dumped or deposited there.

(c) *Evidence against driver of motor vehicle.* If the throwing, dumping or depositing of litter was done from a motor vehicle, except a motor bus, it shall be prima facie evidence that the throwing, dumping or depositing was done by the driver of the motor vehicle.

(d) *Reporting litter from motor vehicle.*

(1) Any person, whether or not such person is a citizen of the city, who shall witness the throwing, dumping or depositing of litter from a motor vehicle onto any public highway, street or road, onto another's property without the owner's permission, onto public park or public recreation lands, or onto any other public property, except such as is designated for the throwing, dumping or depositing of litter, may report the date and time of day of the littering and the license plate registration number and state of registration to any state or local law enforcement authority.

(2) The license plate registration number as recorded shall constitute prima facie evidence that the littering was done by the person to whom such motor vehicle is registered.

(3) Any person so reporting a violation shall be required to appear as a witness in any prosecutions resulting therefrom.

(e) *Prosecution by peace officer or private citizen.* Prosecution for a violation of sections 9-60-1—9-60-5 may be initiated by a peace officer who witnessed an offense in violation of such sections, or who discovered an article bearing a person's name on the property of another, or any public highway, street or road, upon a public park or recreation area, or upon any other public property, except that designated for that use, or by any private citizen, who witnessed an offense or discovered incriminating evidence, who is willing to make the initial charge and testify for the city, by having a summons issued by a court clerk.

(f) *Violations—Penalties.*

(1) A person who violates a provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than \$50.00. Each violation is considered a separate offense and punishable as such.

(2) The judge, in his or her discretion, may allow the person convicted of a violation of this chapter to remove the litter the person threw, dumped, deposited or cause to be thrown, dumped or deposited, from the property in lieu of the penalty as provided in this section.

Sec. 16-109. - Abutting property owners to keep sidewalks clean; removal of ice and snow from sidewalks.

The occupants of property abutting on a sidewalk shall keep the sidewalk clean. Also, immediately after a snow or sleet, such occupants shall remove all accumulated snow or ice from the abutting sidewalk.

Sec. 16-110. - Special uses regulated.

It shall be unlawful for any club, organization, or similar group to hold any meeting, parade, demonstration, or exhibition on the public streets without first securing a special use permit from the city administrator or his designee,. No permit shall be issued that does not comply with the special use permit application requirements. The permit shall not be granted unless such proposed activity will not unreasonably interfere with traffic, and unless a representative from the organization agrees to immediately clean up any and all litter which may be left on the streets or sidewalks as a result of the activity. It shall be unlawful for any organization and representative obtaining such a permit to fail to carry out the agreement to immediately clean up the resulting litter. If the terms and conditions of the application and permit are not followed, additional fees may be charged in accordance with the permit application guidelines. Fees for the Special Use Permit include a \$10.00 application fee and a \$250.00 refundable damage/clean-up deposit that must be submitted at least 20 days prior to the event. Any additional fees will be charged in accordance with the permit application guidelines.

Sec. 16-111. - Injury, etc., to trees and shrubs; hitching animals to same.

No person shall, without proper authority, willfully or maliciously break, cut, pull down, or otherwise injure any tree or shrub planted on public property along any street or in any other public place in the city.

No person shall hitch or tie any animal to any tree or shrub planted on public property along any street or in any other public place in the city.

Sec. 16-112. - Hedges, trees, etc., at intersections.

It shall be unlawful for any property owner or occupant to have or maintain on his property any tree, hedge, billboard, or other obstruction which prevents persons driving vehicles on public streets or alleys from obtaining a clear view of traffic when approaching an intersection.

Sec. 16-113. - Trees projecting over streets, etc.

It shall be unlawful for any property owner or occupant to allow any limbs of trees on his property to project out over any street, alley or sidewalk at a height of less than 14 feet.

Sec. 16-114. - Planting trees within street boundaries prohibited.

It shall be unlawful for any person to plant any trees within the boundaries of any street, alley, or public way within the city.

Sec. 16-115. - Erection of telephone or telegraph poles prohibited within certain areas.

It shall be unlawful and a nuisance for any person to erect telephone or telegraph poles on Main Street between Hill Street and Hamilton Avenue, Cumberland Street between First North Street and the Norfolk Southern Railway tracks or assigns, and Henry Street between First North Street and the Norfolk Southern Railway tracks or assigns.

Sec. 16-116. - Storing wrecked or abandoned vehicles on streets prohibited.

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, City owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.

## CHAPTER 2 - EXCAVATIONS AND CUTS

Sec. 16-201. - Permit required.

No person, firm, or corporation, shall make any excavation in any street, alley, or public place, or tunnel under any street, alley, or public place without having first obtained a permit as required by this chapter, and without complying with the provisions of this chapter. It shall be unlawful to violate or vary from the terms of any such permit, provided, that any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the Public Works office is open for business, and such permit shall be retroactive to the date when the work was begun. Prior to the issuance of a permit for any existing facilities along with the work proposed in the adjacent area shall be submitted for the approval of the City Administrator, or his designee,.

Sec. 16-202. - Application for permit.

Applications for permits required by this chapter shall be made to the City Administrator, or such person as he may designate to receive such applications, and shall state thereon the location of the intended excavation or tunnel, the size thereof, the purpose thereof, the person, firm, corporation, association, or others doing the actual excavating, the name of the person, firm, corporation, association, or others for whom the work is being done, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved by the City Administrator, or his designee, within 24 hours of its filing

Sec. 16-203. - Fees.

A non-refundable filing fee shall be charged for each application for a permit under this chapter, to cover clerical costs and investigations. This filing fee is over and above the cost of the permit itself.

In addition to the filing fee, fees established by resolution by the city council shall be charged for the issuance of the permit required by this chapter. The fees required by this section shall not apply to work undertaken by the city.

Sec. 16-204. - Deposit or bond.

No permit required by this chapter may be issued until the applicant therefor has deposited with the City Administrator, or his designee, a cash deposit in an amount specified to ensure the proper restoration of the ground and, laying of the pavement, if any. From this deposit shall be deducted the expense to the city of relaying the surface of the ground or pavement, and of making the refill, if this is done by the city or at its expense. The balance shall be returned to the applicant without interest after the tunnel or excavation is completely refilled and the surface or pavement is restored.

In lieu of a deposit the applicant may deposit with the City Administrator, or his designee, a surety bond in such form and amount deemed adequate to cover the costs to the city if the applicant fails to make proper restoration.

Sec. 16-205. - Bond and license.

(a) No person, firm, or corporation (including those persons, contractors, or contractors' representatives working for a public utility) may engage in any work within the public rights-of-way until such aforementioned parties shall have secured a license as hereinafter provided, and have executed and delivered to the City Administrator, or his designee, a good and sufficient bond with corporate surety in an amount specified, conditioned for the faithful performance of all such work, entered upon or contracted for, in strict accordance with the plans submitted and approved, and in compliance with the provisions of this chapter.

The bond herein required shall expire on the first day of January next following its approval by the City Administrator, or his designee, and thereafter on the first day of January of each year a new bond, in the form, and substance as



herein required, shall be given by such aforementioned parties to cover all such work as shall be done during such year.

(b) Upon approval of said bond, the aforementioned parties desiring to do such work shall secure from the City Administrator, or his designee, a nontransferable license which shall run until the first day of January next succeeding issuance, unless sooner revoked. The parties aforementioned obtaining a license shall pay an annual license fee of \$20.00 to the City Administrator, or his designee, provided, however, any license obtained after the first day of July shall be computed at the rate of one-half of the annual fee.

#### Sec. 16-206. - Insurance.

In addition to making the deposit or giving the bond required by this chapter to ensure that proper restoration is made, each person applying for an excavation permit shall file a certificate of insurance indicating that he is insured against claims for damages for personal injury as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance is by himself, his subcontractor, or anyone directly or indirectly employed by him. Such insurance shall cover collapse, explosive hazards, and underground work by equipment on the street, and shall include protection against liability arising from completed operations. The amount of the insurance shall be prescribed by the City Administrator, or his designee, in accordance with the nature of the risk involved; provided, that the general liability insurance shall be a minimum amount of one million dollars (\$1,000,000).

#### Sec. 16-207. - Barricades, warning lights, and temporary sidewalks.

Suitable barricades, satisfactory to the City Administrator, or his designee, to protect pedestrians and vehicles from the tunneling or excavating, shall be kept in place throughout the project or until such time as the City Administrator, or his designee, shall grant permission to remove the same.

During the period from sunset to sunrise of each day, lights suitable and adequate to warn persons of such excavation or tunnel shall be kept in place.

If any sidewalk is blocked by any excavation or tunnel, a temporary sidewalk shall be constructed, which shall be safe for travel and convenient for users.

#### Sec. 16-208. - Time within which work to be completed.

Each application for a permit under this chapter shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or pavement, or until the refill is made ready for the pavement to be put on by the city if the city is to restore such surface pavement. It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the City Administrator, or his designee.

Sec. 16-209. - Supervision.

The City Administrator, or his designee, shall from time to time inspect all excavations and tunnels being made in or under any public street, alley, or other public place in the city and enforce the provisions of this chapter. Notice shall be given to him at least twenty-four (24) hours before the work of refilling any such excavation or tunnel commences.

Sec. 16-210. - Depth of burial in public rights of way.

Those facilities, including utilities, being placed underground within the public right-of-way shall be buried no less than 30 inches deep, or as approved by the public works department, and in such a manner as to protect same from physical damage.

Sec. 16-211. - Restoration of streets, etc.

Any person, firm, corporation, association, or others making any excavation or tunnel in or under any street, alley, or public place in this city shall restore such street, alley, or public place to its original conditions. In case of unreasonable delay in restoring the street, alley, or public place, the City Administrator, or his designee, shall give notice to the person, firm, corporation, association, or others that unless the excavation or tunnel is refilled properly within a specified, reasonable period of time, the city will do the work and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the work shall be done by the city, an accurate account of the expense involved shall be kept, and the total cost shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

### CHAPTER 3 - PLANS AND SPECIFICATIONS FOR SIDEWALKS, CURBS, AND GUTTERS

Sec. 16-301. - Sidewalks, curbs, and gutters to be constructed in accordance with plans and specifications.

All sidewalks, curbs, and gutters constructed or repaired within the city shall be constructed or repaired in accordance with plans and specifications on file in the office of the City Administrator, or his designee,.

Sec. 16-302. - Grade of sidewalks, curbs, and gutters.

All sidewalks, curbs, and gutters constructed or repaired within the city shall be constructed at the grade approved by the City Administrator, or his designee.

Sec. 16-303. - City Administrator, or his designee, to establish plans, specifications, and grades.

The City Administrator, or his designee, shall establish standard plans, specifications and grades for the construction and repair of sidewalks, curbs, and gutters within the city.



Sec. 16-304. - Replacement of improperly constructed sidewalks, etc.

If any person shall fail to comply with the required plans, specifications, or grades established by the City Administrator, or his designee, in the construction or repair of any sidewalks, curbs, or gutters, the City Administrator, or his designee, may take up such sidewalk, curb, or gutter and reconstruct the same according to proper plans and specifications or at proper grade. The expense of such work shall be charged to the person who constructed or repaired such sidewalk, curb, or gutter or who caused the same to be done. Such reconstruction shall be in addition to any other penalty imposed for the violation of this chapter.

#### Chapter 4 - UNIFORM STREET NAMING AND ADDRESSING

Sec. 16-401. - Chapter name.

This chapter shall be known as the "Uniform Street Naming and Addressing Ordinance of the City of Morristown, Tennessee."

Sec. 16-402. - Maintenance authority.

The Morristown Hamblen GIS Group (MHGIS) shall develop and maintain street names and property addressing in accordance with National Emergency Number Association (NENA) standards. MHGIS shall maintain a Master Street Address Guide (MSAG) of existing public and private street names and be responsible for ensuring that the proposed street names and addresses are in conformance with this ordinance. Street names and addresses shall be adopted by the city provided, however, that the city may modify such names and addresses within the guidelines set forth herein as deemed appropriate, based upon its best judgment after a review of all relevant facts and circumstances.

Sec. 16-403. - Center of origin.

The city shall be divided into four quadrants with a center of origin at the intersection of Main Street and Cumberland Street in downtown Morristown, as shown on the map identified by the title "Official Property Numbering Map (date)," which is filed in the office of the city recorder. Continuous street names which cross over these designated base lines shall carry the appropriate directional prefix, in addition to the proper street name.

Sec. 16-404. - Street designation.

Every proposed, existing, or constructed roadway which provides or will provide access to three or more dwelling units (whether or not this roadway is to be maintained by the city) will be identified as a street. The naming of a street does not imply ownership or maintenance responsibility by the city. Other designations such as Boulevard, Pike, Circle, etc., may be requested for consideration by application to the Morristown Planning Commission. The MPC

shall consider such request and approve or deny the request after consideration of the public interest.

Sec. 16-405. - House and building address procedure.

MHGIS shall designate the number of each lot or building using the street that allows main access to the primary structure within the city. Moving away from the center of origin, even numbers will be on the right side, and odd numbers will be on the left side of the roadway.

Multiple principle structures on a lot shall receive a unique number or letter for each structure.

Multiple occupants of a principle structure may be assigned multiple numbers across the linear frontage of structures or a unique number or letter for each occupant in addition to and distinct from the structure's designation.

Sec. 16-406. - Building required to have number.

It shall be the duty of the owners of all dwellings, apartment houses, hotels, commercial establishments, and other buildings to number such buildings with numerals not less than three and one-half inches in height. These numbers will be of such contrasting color and reflectivity and so located as to be readily visible from the street in daylight or when a light is shined upon them at night. Where such buildings have access to an alley, the numbers shall also be posted on the rear of the building, subject to the same requirements, so as to be easily seen from the alley. The owners shall number such dwellings, apartment houses, hotels, commercial establishments and other buildings in accordance with the provisions of this ordinance within 60 days after adoption of this ordinance.

Sec. 16-407. - Street names.

All proposed names for public streets and private easements shall be reviewed and approved by the Morristown Planning Commission (MPC). No street or private easement name will exceed 20 characters, including spaces and USPS defined suffixes.

Extensions of existing streets, including extensions across intersecting streets, shall use the same name as the existing street provided, however, that local streets which cross major collector or arterial streets may change names if approved after formal consideration by the MPC.

Street name duplications including phonetic duplications within the city are prohibited. Existing duplications shall be identified and a procedure initiated for changing the name of the street duplications, which is less disruptive to the community.

All initiated street name changes shall be formally acted upon and become effective, if approved, within six months of approval.

Sec. 16-408. - Street signs.

All public streets and private easements serving three or more dwelling units shall be signed at intersections. Signs shall be built in compliance

with the latest edition of "The Manual of Uniform Traffic Control Devices for Streets and Highways."

Street signs shall be provided within 30 days of public access to the facility. Any repair or replacement of street signs on publicly dedicated right-of-way shall be the responsibility of the city.

All street and road signs maintained by the city may display any required prefix letter designations, the official name, and the 100 block number where applicable.

Sec. 16-409. - Appeals.

Anyone aggrieved by the enforcement of this chapter may appeal the decision of the MPC to the board of zoning appeals (BZA) within seven calendar days.

Any person, firm, or corporation aggrieved by any decision of the BZA may file a writ of certiorari to the appropriate Hamblen County Court within thirty (30) days of the BZA decision.

Sec. 16-410. - Enforcement.

Enforcement of this chapter shall be accomplished through the city subdivision regulations, and city administrative departments. A proper address shall be required for any permit issuance.

Any person, firm, association, or corporation who violates, disobeys, omits, neglects, or refuses to comply with the chapter shall be guilty of a misdemeanor and subject to the penalties provided for such an offense.

Sec. 16-411. - Adoption.

Should any section, provision, clause, or portion of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the chapter as a whole, or any part thereof other than the part declared to be invalid."

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

PASSED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF OCTOBER 2017.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17<sup>TH</sup> DAY OF  
OCTOBER 2017.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Planning Director  
DATE: October 17, 2017  
SUBJECT: Text Amendment regulating on and off premise beer sales (2115-2017)

## **BACKGROUND:**

The amendments to Title 8, Chapter 2 BEER of the City's Code of Ordinances currently before the City Council for second reading address who can sell beer and under what conditions. The proposed text amendment to the Zoning Ordinance address in what zoning districts beer sales would be allowed.

Staff is proposing to add two new uses to Section Chapter 2, 14-203 DEFINITIONS; Limited Service Restaurants and Microbreweries.

**LIMITED SERVICE RESTAURANT** is a restaurant which has gross revenue food sales of less than fifty percent (50%) of its total revenues which is allowed to serve beer. The limited service restaurant shall have a seating capacity of at least forty (40) people at tables and shall have a menu of prepared food available to patrons.

**MICROBREWERY** is a small brewery and/or restaurant engaged in the manufacture of beer or alcoholic content of not more than eight percent (8%) by weight, and which sells the aforesaid beer for consumption on the premises and/or off the premises, provided that the aggregate sales shall not exceed twenty-five thousand (25,000) barrels of beer annually. Said microbrewery shall have a seating capacity of at least forty (40) people.

Staff is also proposing to allow these uses as USES PERMITTED in the following commercial districts: the IB - Intermediate Business District, the CB - Central Business District, the TA - Tourist Accommodation District, and the PCD - Planned Commercial Development District.

Under the State's regulations (Title 57), there are no distance requirements for the sale of liquor or wine. Under Staff's proposed amendments to the Zoning Code, staff also did not include any distance requirements in an effort to put beer sales on a parallel footing with the State's requirements. Also, staff did not see that there was anything to be gained by restricting beer sales in certain areas where the State already allowed the sale of alcoholic beverages with a much high alcoholic content.

## **Proposed Districts:**

### **CHAPTER 10 IB - INTERMEDIATE BUSINESS DISTRICT**

#### **14-1002 . USES PERMITTED**

38. Limited Service Restaurants

43. Microbreweries

**CHAPTER 11 CB - CENTRAL BUSINESS DISTRICT**

**14-1102 USES PERMITTED**

38. Limited Service Restaurants

43. Microbreweries

**CHAPTER 16 TA - TOURIST ACCOMMODATION DISTRICT**

**14-1602. USES PERMITTED**

10. Limited Service Restaurants

12. Microbreweries

**CHAPTER 26 PCD - PLANNED COMMERCIAL DEVELOPMENT DISTRICT**

**14-2603 - USES PERMITTED**

24. Limited Service Restaurants

27. Microbreweries

The Planning Commission at its October 10<sup>th</sup> meeting voted 8 to 0 approve the proposed text amendments.

**RECOMMENDATION:**

Staff recommends approval of the proposed text amendment.

**ORDINANCE NO. \_\_\_\_\_**

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), OF  
THE MORRISTOWN MUNICIPAL CODE.

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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, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales be amended to state:

**CHAPTER 2, 14-203 DEFINITIONS**

**LIMITED SERVICE RESTAURANT** is a restaurant which has gross revenue food sales of less than fifty percent (50%) of its total revenues which is allowed to serve beer. The limited service restaurant shall have a seating capacity of at least forty (40) people at tables and shall have a menu of prepared food available to patrons.

**MICROBREWERY** is a small brewery and/or restaurant engaged in the manufacture of beer or alcoholic content of not more than eight percent (8%) by weight, and which sells the aforesaid beer for consumption on the premises and/or off the premises, provided that the aggregate sales shall not exceed twenty-five thousand (25,000) barrels of beer annually. Said microbrewery shall have a seating capacity of at least forty (40) people.

**CHAPTER 10 IB - INTERMEDIATE BUSINESS DISTRICT**

**14-1002. USES PERMITTED**

- 38. Limited Service Restaurants
- 43. Microbreweries

**CHAPTER 11 CB - CENTRAL BUSINESS DISTRICT**

**14-1102. USES PERMITTED**

- 38. Limited Service Restaurants
- 43. Microbreweries

**CHAPTER 16 TA - TOURIST ACCOMMODATION DISTRICT**

**14-1602. USES PERMITTED**

- 10. Limited Service Restaurants
- 12. Microbreweries

**CHAPTER 26 PCD - PLANNED COMMERCIAL DEVELOPMENT DISTRICT**

**14-2603. USES PERMITTED**

- 24. Limited Service Restaurants
- 27. Microbreweries

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 the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

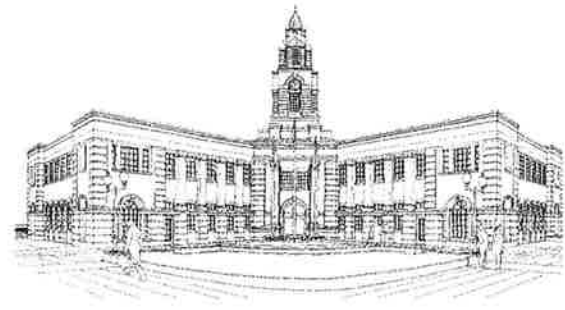
ATTEST:

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

# Morristown Police Department

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ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

TO: Mayor and Council  
FR: Roger Overholt, <sup>RDD</sup>Chief of Police  
DATE: October 12, 2017  
RE: Tennessee Highway Safety Office Grant

I request council approval to accept THSO Grant AL-56133 in the amount of \$15,000 which is to be used for overtime reimbursement for saturation patrol to combat impaired driving. The program requires no matching funds from the city. A copy of the contract is attached.

If you have any questions please contact me.

Thank you.

GRANT BUDGET				
Agency Name:    Morristown Police Department				
Project Title:    Traffic Safety and Impaired Driving Prevention Program				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b> <b>Applicable Period:</b> <b>BEGIN:</b> 10/01/2017 <b>END:</b> 09/30/2018				
POLICY 03 Object Line-item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$15,000.00	\$0.00	\$15,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<div style="margin-bottom: 10px;"> <sup>1</sup>    Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A</i>, (posted on the Internet at: <a href="http://www.state.tn.us/finance/act/documents/policy3.pdf">http://www.state.tn.us/finance/act/documents/policy3.pdf</a>).         </div> <div> <sup>2</sup>    Applicable detail follows this page if line-item is funded.         </div>				

GRANT BUDGET LINE-ITEM DETAIL:

	AMOUNT
TOTAL	



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> October 1, 2017	<b>End Date</b> September 30, 2018	<b>Agency Tracking #</b> Z18THS221	<b>Edison ID</b> 56133 (AL)		
<b>Grantee Legal Entity Name</b> Morristown Police Department			<b>Edison Vendor ID</b> 4108		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 20.607</b>  <b>Grantee's fiscal year end 06/30/2018</b>			
<b>Service Caption (one line only)</b> Traffic Safety and Impaired Driving Prevention Program					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2018		\$15,000.00			\$15,000.00
<b>TOTAL:</b>		<b>\$15,000.00</b>			<b>\$15,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores, data, and funding availability.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71302000			



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Morristown Police Department**

This Grant Contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. For grantees that submit quarterly; claims and status reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. For grantees that submit monthly; claims and status reports are due in the State office no later than the fifth (5th) of the month following the month covered by the reporting period.

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds; and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office (THSO) website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration (NHTSA) campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Agreement and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug-free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. This Grant Contract document with any attachments.
  - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
  - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at [www.THSOGrants.org](http://www.THSOGrants.org).
- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.
- B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2017 ("Effective Date") and extend for a period of Twelve (12.0) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- C. PAYMENT TERMS AND CONDITIONS:**
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
  - C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
  - C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
  - C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
  - C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
 Tennessee Highway Safety Office  
 Tennessee Tower, 25th Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
    - (1) Invoice/Reference Number (assigned by the Grantee).
    - (2) Invoice Date.
    - (3) Invoice Period (to which the reimbursement request is applicable).
    - (4) Grant Contract Number (assigned by the State).
    - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office.
    - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
    - (7) Grantee Name.
    - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
    - (9) Grantee Remittance Address.
    - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
    - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
      - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
      - ii. The amount reimbursed by Grant Budget line-item to date.
      - iii. The total amount reimbursed under the Grant Contract to date.
      - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the



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

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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Vic Donoho, Director  
Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243  
Telephone #: (615) 251-8594  
FAX #: (615) 253-5523

The Grantee:

Michelle Jones, Major  
Morristown Police Department  
100 West 1st North Street  
Morristown, Tennessee 37816  
Email Address: mjones@mymorristown.com  
Telephone # 4235852710  
FAX # 4235859518

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

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

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.



- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

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

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

**IN WITNESS WHEREOF,**

**Morristown Police Department:**

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**GRANTEE SIGNATURE**

**DATE**

Gary D. Chesney / Mayor

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**DAVID W. PURKEY, COMMISSIONER**

**DATE**

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Morristown Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	69A37518300001540TNA
Federal award date	10/01/2017
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2017
Grant contract's end date	09/30/2018
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$12,451,739.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



To: THSO Grantees

From: Vic Donoho, Director *VD*

Date: September 28, 2017

Subject: Purchase of Radars Using Section 154AL Funds

Effective October 1, 2017, all THSO grants funded through section 154AL funds will no longer be eligible to purchase radars. While this has been allowed historically, this change is the result of a recent ruling by the NHTSA Region IV office.

Every effort will be made on the part of the THSO to remove these from the FY18 grant applications; however, any oversight on this task on our part shall not be considered an approval for a grantee to make a radar purchase using 154AL funds. Any grantee doing so in FY18 and subsequent years will be required to repay that portion of funds or have a reduction in the claim.

Please sign and return this memo (scan/email) to your program manager. Save a copy for your records. Should you have any questions, please call your assigned program manager. Your prompt attention to this matter is greatly appreciated.

**I have reviewed and understand radar purchases are not allowed under Section 154AL**

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

Printed Name: Gary D. Chesney

Agency: City of Morristown

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

Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office

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THSO Grantees,

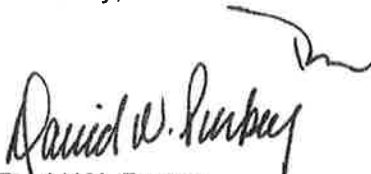
It is important both to our office and our parent agency, the National Highway Traffic Safety Administration (NHTSA), that enforcement being performed with alcohol or impaired driving funds are monitored. Typically, any Tennessee law enforcement agency receiving section 154AL (alcohol funds) or 405d (impaired driving funds) must justify hours outside those hours that are considered peak times. Further, we are also aware that some establishments serving alcohol are permitted to serve alcohol until 3:00 a.m. which can pose a difficulty to law enforcement agencies patrolling around closing time.

We want to streamline this process in order to keep our partnerships strong, remain in alignment with the intent of the policy, and stay within the boundaries of our funding bill, the FAST Act.

Below is what should be followed by all law enforcement agencies receiving any **alcohol or impaired driving funds**:

1. NHTSA still prefers peak hours from 8:00 p.m. – 3:00 a.m.; "Happy Hour Checkpoints" are encouraged.
2. The THSO will allow saturations to begin at 2:00 p.m. and continue to 4:00 a.m. without justification of data from the agency.
3. Any THSO-funded enforcement **outside** the hours of 2:00 p.m. – 4:00 a.m. must be justified with data/supporting information. To do so, agencies must perform the following steps:
  - a) Use TITAN to pull a year-by-year comparison of the past three years of local DUI crashes, arrests, and their times. This data can also be requested from the TN Department of Safety, TITAN division;
  - b) Provide this to the THSO Program Manager in advance of the enforcement; and
  - c) Once the data has been reviewed and approved, it will remain in effect for the remainder of the grant year.
4. Impaired driving funding is **not** allowed for speed, school zone, and/or seatbelt enforcement. We understand that citations will be given for those types of offenses, but those should be secondary in nature. Further, saturation and check points for impaired driving enforcement are based on data for time of day and location.

Sincerely,



David W. Purkey  
Commissioner and Homeland Security Advisor  
Tennessee Department of Safety and Homeland Security

## DEPARTMENT OF TRANSPORTATION

### Federal Highway Administration

#### Notice of Final Federal Agency Actions on the Interstate 64 Peninsula Study in Virginia

**AGENCY:** Federal Highway Administration (FHWA), DOT.

**ACTION:** Notice of limitation on claims for judicial review of actions by FHWA.

**SUMMARY:** This notice announces actions taken by the FHWA that are final within the meaning of 23 U.S.C. 139(l)(1). The actions relate to the second section of the Interstate 64 Peninsula Study from approximately Exit 247 in the east to approximately Exit 242 in the west in the City of Newport News and York County, Virginia. Those actions grant licenses, permits, and approvals for the project.

**DATES:** By this notice, the FHWA is advising the public of final agency actions subject to 23 U.S.C. 139(l)(1). A claim seeking judicial review of the Federal agency actions on the project will be barred unless the claim is filed on or before November 27, 2015. Notwithstanding any other provision of law, a claim arising under Federal law seeking judicial review of a permit, license, or approval issued by a Federal agency for a highway or public transportation capital project shall be barred unless it is filed within 150 days after publication of a notice in the **Federal Register** announcing that the permit, license, or approval is final pursuant to the law under which the agency action is taken, unless a shorter time is specified in the Federal law pursuant to which judicial review is allowed.

**FOR FURTHER INFORMATION CONTACT:** Mr. Mack Frost, Planning and Environmental Specialist, Federal Highway Administration, 400 North 8th Street, Richmond, Virginia 23219; telephone: (804) 775-3352; email: [Mack.frost@dot.gov](mailto:Mack.frost@dot.gov). The FHWA Virginia Division Office's normal business hours are 7:00 a.m. to 5:00 p.m. (Eastern Time). For the Virginia Department of Transportation: Mr. Scott Smizik, 1401 East Broad Street, Richmond, Virginia 23219; email: [Scott.Smizik@vdot.virginia.gov](mailto:Scott.Smizik@vdot.virginia.gov); telephone: (804) 371-4082.

**SUPPLEMENTARY INFORMATION:** Notice is hereby given that FHWA has taken final agency actions subject to 23 U.S.C. 139(l)(1) by issuing licenses, permits, and approvals for the following project in the State of Virginia: The second section of the Interstate 64 Peninsula Study from approximately Exit 247 in

the east to approximately Exit 242 in the west. The project would involve constructing one additional lane in each direction in the median. The actions taken by FHWA, and the laws under which such actions were taken, are described in the Final Environmental Impact Statement (FEIS), the Request for the Record of Decision (ROD), and the ROD. The FEIS was signed on November 26, 2013. The ROD was issued on June 8, 2015. The FEIS, Request for the ROD, and ROD can be viewed on the project's internet site at [http://www.virginiadot.org/projects/hamptonroads/i-64\\_peninsula\\_study.asp](http://www.virginiadot.org/projects/hamptonroads/i-64_peninsula_study.asp). These documents and other project records are also available by contacting FHWA or the Virginia Department of Transportation at the phone numbers and addresses provided above.

This notice applies to all Federal agency decisions as of the issuance date of this notice and all laws under which such actions were taken, including but not limited to:

1. General: National Environmental Policy Act (NEPA) [42 U.S.C. 4321-4351]; Federal-Aid Highway Act (FAHA) [23 U.S.C. 109 and 23 U.S.C. 128].
2. Air: Clean Air Act [42 U.S.C. 7401-7671(q)].
3. Land: Section 4(f) of the Department of Transportation Act of 1966 [23 U.S.C. 138 and 49 U.S.C. 303].
4. Wildlife: Endangered Species Act [16 U.S.C. 1531-1544 and Section 1536].
5. Historic and Cultural Resources: Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470(f) *et seq.*].
6. Social and Economic: Farmland Protection Policy Act [7 U.S.C. 4201-4209].

(Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.)

**Authority:** 23 U.S.C 139(l)(1).

Issued On: June 24, 2015.

**John Simkins,**  
*Planning and Environment Team Leader.*  
[FR Doc. 2015-16024 Filed 6-29-15; 8:45 am]

**BILLING CODE 4910-RY-P**

## DEPARTMENT OF TRANSPORTATION

### National Highway Traffic Safety Administration

[Docket No. NHTSA-2015-0065]

#### Notice of Buy America Waiver

**AGENCY:** National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

**ACTION:** Notice of Buy America waiver; request for comment.

**SUMMARY:** This notice provides NHTSA's finding that a public interest waiver of the Buy America requirements is appropriate for any manufactured product whose purchase price is \$5,000 or less, excluding a motor vehicle, when such product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code; and requests public comment.

**DATES:** The effective date of this waiver is July 30, 2015. Written comments regarding this notice may be submitted to NHTSA and must be received on or before July 30, 2015.

**ADDRESSES:** Written comments may be submitted using any one of the following methods:

- **Mail:** Docket Management Facility, M-30, U.S. Department of Transportation, West Building, Ground Floor, Rm. W12-140, 1200 New Jersey Avenue SE., Washington, DC 20590.
- **Fax:** Written comments may be faxed to (202) 493-2251.
- **Internet:** To submit comments electronically, go to the Federal regulations Web site at <http://www.regulations.gov>. Follow the online instructions for submitting comments.
- **Hand Delivery:** West Building, Ground Floor, Room W12-140, 1200 New Jersey Avenue SE., between 9 a.m. and 5 p.m. Eastern Time, Monday through Friday, except Federal holidays.

**Instructions:** All comments submitted concerning this notice must include the agency name and docket number. Please note that all comments received will be posted without change to <http://www.regulations.gov>, including any personal information provided. You may also call the Docket at 202-366-9324.

**FOR FURTHER INFORMATION CONTACT:** Andrew DiMarsico, Office of Chief Counsel, NHTSA (phone: 202-366-1834). You may send mail to Mr. DiMarsico at the National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE., Washington, DC 20590.

**SUPPLEMENTARY INFORMATION:**

## Background

The statutory requirement ("Buy America") states that the Secretary "shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or [title 23 of the United States Code] and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States." 23 U.S.C. 313(a). The Secretary of Transportation has delegated the authority to administer Buy America for NHTSA programs to the Administrator of NHTSA. 49 CFR 1.95; 49 CFR 501. Buy America provides that NHTSA may waive those requirements if "(1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent." 23 U.S.C. 313(b).

Buy America establishes a preference for domestically produced goods for use in Federally sponsored projects. The first Buy America legislation conditioning the expenditure of Federal funds by NHTSA grant recipients was enacted in 1978 as part of the Surface Transportation Assistance Act of 1978. Pub. L. 95-599, 92 Stat. 2689. The focus of that Buy America provision was on large procurements, such as bridge replacement projects, and not on smaller, routine purchases.<sup>1</sup> The House of Representatives considered excluding up to \$5 million in project costs from the requirements of Buy America, but ultimately did not pursue a threshold.<sup>2</sup> The Senate bill sought to limit Buy America requirements to projects whose costs exceeded \$1 million to avoid imposing excessive requirements on small, routine projects. *See* H.R. Conf. Rep. 95-1797 (1978), 1978 U.S.C.C.A.N. 6693, 6754. Ultimately, the Senate's proposed threshold was reduced in conference to \$500,000, and the provision became law, establishing a preference for "articles, materials, supplies mined, produced or manufactured" in the United States and costing more than \$500,000.

In 1983, Congress repealed that Buy America provision and substituted section 165 of the Surface Transportation Assistance Act of 1982.

Pub. L. 97-424, 96 Stat. 2067.<sup>3</sup> The 1982 enactment specified that the Buy America prohibition applied to "steel, cement and manufactured products" and eliminated the \$500,000 threshold.<sup>4</sup> Although the threshold was eliminated, Congress acknowledged circumstances where the prohibition would be difficult to apply and introduced exceptions under a waiver process that remains in place today. Pub. L. 97-424, 96 Stat. 2067. One of these exceptions is the public interest waiver. *Id.*

Agencies are permitted to waive the Buy America requirement when they determine that "it is inconsistent with the public interest." 23 U.S.C. 313(b)(1). In consideration of this authority and consistent with the purposes of NHTSA's grant programs to reduce accidents and resulting fatalities and injuries, the agency has determined that it is appropriate to issue a public interest waiver for small, routine purchases by States under the highway safety grant programs. In making this decision and arriving at a reasonable threshold for waiver, NHTSA remains mindful of the overarching purposes of Buy America, while evaluating all relevant facts, including administrative burden, delay and impact on the congressionally authorized State grant programs.

## NHTSA Highway Safety Grant Programs

NHTSA's mission is to reduce deaths, injuries and economic losses resulting from motor vehicle crashes. This is accomplished by setting and enforcing safety performance standards for motor vehicles and motor vehicle equipment, and through grants to States to enable them to conduct effective State and local highway safety programs. NHTSA's State highway safety programs are codified in Chapter 4 of Title 23, United States Code. Chief among these programs is section 402, which provides formula grants to States to administer a comprehensive highway safety program designed to reduce traffic accidents and resulting deaths, injuries and property damage. 23 U.S.C. 402. Section 402 authorizes State programs related to speeding, occupant protection, impaired driving, accident prevention, school bus safety, unsafe driving behavior (aggressive, fatigued and distracted driving), traffic safety law enforcement,

driver education, pedestrian and bicycle safety, and traffic administration (record systems, accident investigation and emergency services). In addition to the core section 402 grants, NHTSA also administers other grants to the States, which Congress from time to time authorizes to address specific highway safety needs. Most recently, under the "Moving Ahead for Progress in the 21st Century Act" (Pub. L. 112-141), Congress authorized the "National Priority Safety Programs," providing additional grants to States in the areas of occupant protection, State traffic safety information system improvements, distracted driving, motorcyclist safety, and State graduated driver licensing laws. *See* 23 U.S.C. 405.

In general, States may expend Federal section 402 or 405 funds for any item or service that is necessary and reasonable for proper and efficient performance and administration of their highway safety programs and activities, subject to the statutory requirements and implementing regulations. *See* 23 CFR 1200 *et seq.* Because of the broad reach of these Federally sponsored highway safety programs, States may expend grant funds on thousands of different items and activities. In the area of equipment, allowable purchases range from low cost items such as office supplies (DVDs, printers and ink cartridges), computers, cameras, child restraints, motorcycle helmets, and radar speed detection devices to higher cost items such as police cruisers. In recent years, NHTSA has seen an increase in waiver requests for purchases of these smaller commercial items, based on non-availability in the United States or availability only at a high price differential. Many of these items cost \$5,000 or less. *See, e.g.,* 80 FR 9851 (Feb. 24, 2015) (printers); 79 FR 74811 (Dec. 16, 2014) (child restraints); 79 FR 74812 (Dec. 16, 2014) (training motorcycles); and 79 FR 55529 (Sept. 16, 2014) (DVDs and motorcycle safety vests).

## Non-Availability and High Cost Differential Waivers Under Buy America

State grantees incur significant burdens when required to submit waivers for small, routine purchases of items that are increasingly not manufactured in the United States. As part of a waiver request, a State must demonstrate through a market analysis that the item for which it seeks a waiver is not available in the United States or will cost 25 percent more than a comparable non-domestic item. For each waiver request, the agency must, in the exercise of due diligence, perform

<sup>1</sup> H.R. Rep. No. 95-1485, 1978 U.S.C.C.A.N. 6575, 6644 (August 11, 1978).

<sup>2</sup> *Id.*

<sup>3</sup> Section 165 was originally included as a note to section 23 U.S.C. 101 and codified in 2005 to current its section, 23 U.S.C. 131. *See* Pub. L. 109-509, 119 Stat. 1464.

<sup>4</sup> Congress amended section 165 of the STAA of 1982 by removing "cement" in 1984, Pub. L. 98-229, 96 Stat. 55, and by adding "Iron" in 1991, Pub. L. 102-240, 105 Stat. 1914.



an additional independent review and market analysis to confirm that the item meets either the non-availability exemption or the high cost differential exemption of Buy America. *See* 23 U.S.C. 313(b)(2), (b)(3). This process substantially delays State grantees in obtaining the items needed to administer and implement important highway safety programs. It also consumes limited agency resources to administer the highway safety grants. Moreover, the staff time needed by a State to prepare individual waivers for many small purchases comes at the expense of time devoted to implementing these life-saving programs. This is especially concerning in an era of tight State budgets, where State highway safety offices administering these grants face increasingly serious staffing constraints.

It is important to consider these constraints and burdens in the historical context of Buy America. During the many years Buy America has been in place, a significant statutory focus has been on purchases of materials used in construction and large-scale fabrication. Its application to the grants of transportation agencies such as the Federal Highway Administration (for road and bridge building materials) and the Federal Transit Administration (for acquisition of rolling stock and manufactured end products) is plain, because those materials are of central importance to those grants. However, by statute, NHTSA grant funds may not be used for construction. 23 U.S.C. 402(g)(1)(A). As a result, while steel and iron purchases are not implicated in NHTSA's grant programs, Buy America's reach to include the small amount of manufactured products used in NHTSA's programs does not have any effect on the manufacturer of those items. Under NHTSA's State grant programs, purchases of small manufactured products that are largely ancillary rather than central to the purposes of the highway safety grants (e.g., laptops, printers, ink cartridges, DVDs, and other office products) are captured by the restriction. Whereas the core expenses under NHTSA's State grant programs are for reimbursing performance (estimated at more than 90 percent), such as police enforcement of State traffic safety laws, safety education, and the like, Buy America has the effect of restricting or delaying the States' ability to acquire ancillary support items necessary to successfully deploy these important highway safety programs. The result is that critical safety program delivery to the States,

and from the States to their localities, suffers.

#### Public Interest Waiver

Based upon the foregoing discussion, NHTSA believes that a public interest waiver is appropriate to address these delays and burdens and thereby promote the success of State highway safety programs. NHTSA concludes that it is in the public interest to waive the Buy America requirements for a manufactured product whose purchase price is \$5,000 or less, with one exception—the purchase of a motor vehicle, as defined in 49 U.S.C. 30102.<sup>5</sup> We do not believe that the purchase of motor vehicles can be reasonably viewed as ancillary in the context of these highway safety programs, and therefore decline to extend this public interest waiver to such purchases. The agency has selected this per-item threshold based on our determination that it is the level necessary to alleviate the burdens associated with purchases of low-priced commercially available items that are required for the successful implementation of the highway safety projects required under NHTSA grants. In selecting this conservative threshold, we sought to balance the goals of Buy America with the life-saving goals of the State highway safety grant programs.

A threshold of \$5,000 for this waiver is in step with government-wide requirements and procedures applicable to grantee purchases of equipment, where the Federal interest starts at the \$5,000 level. Under the Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards, equipment is defined as an item having a per unit cost of \$5,000 or more. 2 CFR 200.33. At levels of \$5,000 and above, grantees are required to obtain prior approval and account for equipment purchases. *See* 2 CFR 200.313; 2 CFR 200.439. In contrast, at levels below \$5,000, Federal procedures governing purchase, administration, and disposition of items needed for performance of the grant do not apply. This treatment has also been codified in the NHTSA regulation implementing these programs, the Uniform Procedures for State Highway Safety Grant Programs. *See* 23 CFR 1200.31.

<sup>5</sup> Under that statutory provision, motor vehicle means "a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line." We recognize that the cost of most motor vehicles would fall above the threshold in today's notice. However, this exception from the waiver is included because the cost of some motor vehicles (for example, certain motorcycles), may fall below the threshold.

Moreover, NHTSA's chosen threshold is very conservative when compared to small purchase waivers or exclusions under Buy America within the jurisdiction of other operating modes of the U.S. Department of Transportation. For example, the Federal Transit Administration issued a general public interest waiver for small purchases, as defined in DOT's grants management common rule at 49 CFR 18.36(d).<sup>6</sup> 60 FR 37930 et. seq. (July 24, 1995); 49 CFR 661.7, Appendix A(c). Also, Congress codified the public interest need for a small purchase waiver in the Buy America requirement applicable to the Federal Railroad Administration, setting the threshold at \$100,000. 49 U.S.C. 24405(a)(11).

In light of the above discussion, and pursuant to 23 U.S.C. 313(b)(1), NHTSA finds that it is appropriate to waive Buy America requirements for a manufactured product, excluding a motor vehicle, whose cost per unit is \$5,000 or less. Therefore, in accordance with the provisions of Section 117 of the SAFETEA-LU Technical Corrections Act of 2008 (Pub. L. 110-244, 122 Stat. 1572), NHTSA is providing this notice of its finding that a waiver of the Buy America requirements is appropriate. Written comments on this finding may be submitted through any of the methods discussed above. This waiver is consistent with the general government initiatives that promote streamlined government contracting by Federal agencies and use of Federal funds by grantees to reduce administrative burdens and increase efficiency to accomplish agency missions. *See* E.O. 12931, 59 FR 52387 (October 13, 1994). It does not eliminate NHTSA's oversight of the State grantees' use of Federal grant funds. NHTSA's Regional Administrators will continue to ensure that Federal grantee purchases are necessary and reasonable for the purposes of the specific highway safety grant program. After the effective date, grantees must still request a waiver of Buy America requirements for purchases that exceed the threshold published in today's notice. The agency will monitor State purchases under the highway safety grant programs and under this waiver to ensure that the important policy goals and the spirit of Buy America are maintained.

**Authority:** 23 U.S.C. 313; Pub. L. 110-161.

<sup>6</sup> The DOT Grants Management common rule, 49 CFR part 18, was repealed and replaced by 2 CFR part 2. *See* 78 FR 78590 (December 26, 2013).

Issued in Washington, DC, on June 25, 2015 under authority delegated in 49 CFR part 1.95

**Paul A. Hemmersbaugh,**  
Acting Chief Counsel.

[FR Doc. 2015-16099 Filed 6-29-15; 8:45 am]

**BILLING CODE 4910-59-P**

## DEPARTMENT OF THE TREASURY

### Internal Revenue Service

#### Proposed Collection; Comment Request for Regulation Project

**AGENCY:** Internal Revenue Service (IRS), Treasury.

**ACTION:** Notice and request for comments.

**SUMMARY:** The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

Currently, the IRS is soliciting comments concerning information reporting for qualified tuition and related expenses, magnetic media filing requirements for information returns, information reporting for payments of interest on qualified education loans, and magnetic media filing requirements for information.

**DATES:** Written comments should be received on or before August 31, 2015 to be assured of consideration.

**ADDRESSES:** Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or copies of regulations should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the internet, at [Lanita.VanDyke@irs.gov](mailto:Lanita.VanDyke@irs.gov).

#### SUPPLEMENTARY INFORMATION:

**Title:** REG-161424-01 (Final), Information Reporting for Qualified Tuition and Related Expenses; Magnetic Media Filing Requirements for Information Returns, and REG-105316-98 (Final), Information Reporting for Payments of Interest on Qualified Education Loans; Magnetic Media Filing Requirements for Information.

**OMB Number:** 1545-1678.

**Regulation Project Numbers:** REG-105316-98 and REG-161424-01.

**Abstract:** These regulations relate to the information reporting requirements in section 6050S of the Internal Revenue Code for payments of qualified tuition and related expenses and interest on qualified education loans. These regulations provide guidance to eligible education institutions, insurers, and payees required to file information returns and to furnish information statements under section 6050S.

**Current Actions:** There is no change to this existing regulation.

**Type of review:** Extension of OMB approval.

**Affected Public:** Business or other for-profit organizations, and not-for-profit institutions.

The burden is reflected in the burdens for Form 1098-T and Form 1098-E.

**Estimated total annual reporting burden for Form 1098-T:** 4,848,090 hours.

**Estimated average annual burden hours per response for Form 1098-T:** 13 minutes.

**Estimated number of responses for Form 1098-T:** 21,078,651.

**Estimated total annual reporting burden for Form 1098-E:** 1,051,357 hours.

**Estimated average annual burden hours per response for Form 1098-E:** 7 minutes. Estimated number of responses for Form 1098-E: 8,761,303.

The following paragraph applies to all of the collections of information covered by this notice:

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection of information displays a valid OMB control number. Books or records relating to a collection of information must be retained as long as their contents may become material in the administration of any internal revenue law. Generally, tax returns and tax return information are confidential, as required by 26 U.S.C. 6103.

**Request For Comments:** Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval. All comments will become a matter of public record. Comments are invited on: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection

techniques or other forms of information technology; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information.

Approved: June 22, 2015.

**Christie Preston,**

IRS Reports Clearance Officer.

[FR Doc. 2015-16060 Filed 6-29-15; 8:45 am]

**BILLING CODE 4830-01-P**

## DEPARTMENT OF THE TREASURY

### Internal Revenue Service

#### Proposed Collection; Comment Request for Regulation Project

**AGENCY:** Internal Revenue Service (IRS), Treasury.

**ACTION:** Notice and request for comments.

**SUMMARY:** The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

**DATES:** Written comments should be received on or before August 31, 2015 to be assured of consideration.

**ADDRESSES:** Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

**FOR FURTHER INFORMATION CONTACT:** Requests for additional information or copies of the regulation should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the Internet at [Lanita.VanDyke@irs.gov](mailto:Lanita.VanDyke@irs.gov).

#### SUPPLEMENTARY INFORMATION:

**Title:** Assumptions of Partner Liabilities.

**OMB Number:** 1545-1843.

**Regulation Project Number:** TD 9207 (Final & Temp), REG-106736-00 (NPRM).

**Abstract:** In order to be entitled to a deduction with respect to the economic performance of a contingent liability that was contributed by a partner and assumed by a partnership, the partner, or former partner of the partnership, must receive notification of economic performance of the contingent liability from the partnership or other partner assuming the liability.

**Current Actions:** There is no change to this existing regulation.



## ATTACHMENT THREE

## Parent Child Information

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

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

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

Grantee's Edison Vendor ID number: 0000004108

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

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

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: 100 West 1st North Street Morristown, TN 37814

Phone number: 423-585-4614

Email address: jbarnard@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: 0000004108



Tennessee Department of Safety & Homeland Security  
Tennessee Highway Safety Office

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**SIGNATURE AUTHORITY CONSENT FORM**

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I Gary D. Chesney as the Mayor of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Morristown hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2017-2018 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Roger D. Overholt

Name (Printed)

Michelle Jones

Name (Printed)

Dynise Robertson

Name (Printed)

Signature

Michelle Jones

Signature

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date



## Morristown City Council Agenda Item Summary

**Date:** September 26, 2017

**Agenda Item:** Request for Qualifications – East Morris Boulevard Rehabilitation Project

**Prepared by:** Joey Barnard

**Background/History:** The City of Morristown has identified the need to perform road rehabilitation from Davy Crockett Parkway (US 25E, SR 32) to East Andrew Johnson Highway (US 11E, SR 34). The proposed work will include the installation of the following: approximately 4.0 miles (4 to 5 lanes wide) of roadway milling and repaving, pavement restoration, pavement markings, required ADA improvements, and updated regulatory signage. Storm drainage repair and replacement, utility relocation, traffic signal construction, and installation of radar detection may also be included. Other requirements include staking of the rights-of-way, construction administration including bidding services, and construction observation services. The proposals were evaluated by a five-member committee. Each member evaluated each proposal independently.

**Findings/Current Activity:** The RFQ was advertised in the *Citizen Tribune* on August 27, 2017 and on August 29, 2017, in the Knoxville News Sentinel on August 27, 2017, and in the Mundo Hispano on September 11, 2017. Additionally, the bid 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 Thursday, September 14, 2017. We received 10 responses.

**Financial Impact:** This project is funded with federal, state and local funds. Local funds have been appropriated in the 2017-18 fiscal year for the consulting services.

**Action options/Recommendations:** The selection committee recommends Mattern & Craig for approval as the City's engineering consultant for the East Morris Boulevard Rehabilitation project. Council's approval is sought to allow Tony Cox, City Administrator to negotiate a contract with Mattern & Craig based on the terms presented in the Request for Qualifications.

**Attachments:** Ranking Sheet

**CITY OF MORRISTOWN**  
**OFFICE OF FINANCE AND PURCHASING**  
**RFQ: EAST MORRIS BOULEVARD REHABILITATION**  
**SUMMARY: FIRM RANKINGS**

RANKING	ENTITY
1	Mattern & Craig
2	LDA Engineering
3	AMT Engineering

**CITY OF MORRISTOWN****PURCHASING DIRECTOR**

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

**Purchase Order**

Fiscal Year 2018

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase  
Order #**18000524-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V  
e  
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r**ADVANCED COVERT TECHNOLOGY, INC.  
111 TENTH STREET

AUGUSTA, GA 30901

**S  
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o**City of Morristown  
400 Dice Street  
aahl@mymorristown.com  
Morristown, TN

37813

Vendor Phone Number 706-496-8275		Vendor Fax Number		Requisition Number 18000579		Delivery Reference/Contact KENNETH HINKLE			
Date Ordered 09/07/17		Vendor Number 003787		Date Required		Interoffice Delivery		Department/Location 42170	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001					1.00 EACH	13995.00000		14,060.00	
	* NARCOTICS * - QTY -1 - ITEM: OCULUS ACT NXTGEN KIT B-7 - PER QUOTE 1705553 - SOLE SOURCE - 42170-999							14,060.00	
	Total Freight				65.00				
						PO Total		14,060.00	

The City of Morristown is an equal  
employment / affirmative action  
employer EOE / AA\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date**VENDOR COPY**\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date[Return to Agenda](#)



# 10-8 VIDEO

DIGITAL EVIDENCE SOLUTIONS

1423 Huntsville Hwy Fayetteville, TN. 37334  
888-788-1048 fax 931-233-1263

20 September, 2017

*CPL Kenneth Hinkle*  
Morristown, TN

Dear Cpl Hinkle,

This letter is to confirm that the **10-8 Video HD4 Camera System**, and the specification of the same, are not available anywhere but from 10-8 Video. We are the manufacturer of said equipment and as such, the sole source of this system. Our software is also proprietary and compatible with any Windows based server / PC that Morristown may be using.

Sincerely,

*Debbie Ragsdale*

Debbie Ragsdale  
CFO, 10-8 Video, LLC

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

**Purchase Order**

Fiscal Year 2018

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **18000767-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V  
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r**10-8 VIDEO LLC  
1423 HUNTSVILLE HWY  
  
FAYETTEVILLE, TN 37334**S  
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T  
o**City of Morristown  
400 Dice Street  
aahl@mymorristown.com  
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
888-788-1048		931-233-1263	18000847	HINKLE	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/09/17	006640				42120
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		12.00 EACH	1795.50000	21,546.00
	* PATROL, NEW VEHICLES * - QTY - 12 - ITEM: 1200-102-HD4+2 - QUAD HD AND WIFI CAPABLE DVR, FRONT AND REAR CAMs, 2.4GHZ WIRELESS MIC AND MIRROR MOUNT, ALL NECESSARY CABLES AND MOUNTING BRACKETS - LIFETIME SOFTWARE AND FIRMWARE UPDATES - PER QUOTE 3197				
002	42120-971	21,546.00	2.00 EACH	1795.50000	3,591.00
	* DETECTIVE VEHICLES * - QTY - 2 - ITEM: 1200-102-HD4+2 - DESC: SAME AS ABOVE				
	The Above Line Item Is For Department:			42130	
	42130-971	3,591.00			
				PO Total	25,137.00

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

Authorized Signature

Date

**VENDOR COPY**

Authorized Signature

[Return to Agenda](#)

Date



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**From the Desk of**

**Debbie Stamey**

**Deputy Clerk/Executive Assistant**

**(423) 585-4603**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Mayor and City Council

**RE:** MAYOR APPOINTMENT

**DATE:** October 13, 2017

The Mayoral appointment to Morristown Hamblen Humane Society, Stan Eversole, has resigned. The Mayor will appoint someone to fill that position at the October 17, 2017, City Council meeting.