

**WORK SESSION AGENDA  
JUNE 5, 2018  
4:00 p.m.**

**1. Agenda Review**

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JUNE 5, 2018 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Gary Brewster, Chaplain Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. May 15, 2018

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

1. Public Hearing on the adoption of a Plan of Services for:

a. Resolution No. \_\_\_\_\_

A Resolution Adopting a Plan of Services for the Annexation of  
Property Located at the Southeast Corner of Shaver Drive and W.  
Andrew Johnson Hwy.

2. Ordinance No. 3607

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.

{Annexation of property located along the southeast intersection of Shaver Drive and W. Andrew Johnson Hwy having Hamblen County Tax Parcel ID #0320470 E 01800 with the Zoning Designation of Intermediate Business (IB).}

3. Ordinance No. 3608

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 047 072.00, currently addressed as 6663 W. Andrew Johnson Hwy. from Medium Density Residential (R2) to Intermediate Business (IB).}

4. Ordinance No. 3609

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 15 (Motor Vehicles, Traffic and Parking) Chapter 12 (Procedure for Traffic and Parking Violations) Section 1204 of the Morristown Municipal Code.

5. Ordinance No. 3610

An Ordinance of the City of Morristown, Tennessee, to Establish Travel Reimbursement Regulations for City Officials and City Employees Conduction Official Business.

6. Ordinance No. 3580.03

To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$345,014; Necessary to cover the local match for the Local Parks Recreation Fund (LPRF) Grant, and to Purchase Turn-Out Gear for the Fire Department through the Assistance to Firefighters Grant.

**9. NEW BUSINESS**

**9-a. Resolutions**

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

1. Ordinance No. \_\_\_\_\_  
An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2018 and ending June 30, 2019. **{Public Hearing June 19, 2018}**
2. Ordinance No. \_\_\_\_\_  
To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$12,227, necessary to account for the revenue received in the E-Citation Fund. Note: This fund was not included in the original budget. **{Public Hearing June 19, 2018}**
3. Ordinance No. \_\_\_\_\_  
To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Re-allocate Funds Totaling \$149,300 and to Reduce the Revenue and Expense in the Amount of \$960,000 Associated with the West Andrew Johnson Highway Project . **{Public Hearing June 19, 2018}**

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

1. Approval of Agreement between the State of Tennessee Department of Transportation and the City of Morristown for the project described as East Morris Blvd. from US-25E (Davy Crockett Pkwy.) to 450 feet East of Jones Franklin Road.
2. Approval of Tennessee Department of Transportation Government Grant Contract for C-II Standards Development.
3. Approval of Contract between the City of Morristown Parks & Recreation and Swank Motion Pictures Exhibition for Movies in the Park series.
4. Approval of Best and Lowest Bid to DBISP, LLC for a one year subscription only, omitting the renewal options for Office 365.
5. Approval of Purchase to Wavetronix, LLC, a Sole Source Provider; to fix the intersection loop detection at 25E and Cherokee Park.
6. Approval to declare Morristown Police Department inventory items as surplus and to sell those items via GovDeals, an online auction website.

7. Approval of Payment to BST Fire Apparatus, LLC for repair to Fire Truck #465 in the amount of \$33,310.21.

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

**9-e. New Issues**

1. Acceptance of a donation in the amount of \$5,404 to furnish Fire Station No. 4.

**10. CITY ADMINISTRATOR'S REPORT**

1. Line Item Transfer(s) for General Fund.
2. Line Item Transfer(s) for Solid Waste Fund.
3. Line Item Transfer(s) for Stormwater Fund.
4. Line Item Transfer(s) for Narcotics Fund.

**11. COMMUNICATIONS/PETITIONS**

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

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

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**

Regular City Council Meeting with Work Session

Jun. 12, 2018	(Tues) 1:00 p.m.	Called Work Session – Lose & Assoc.
Jun. 19, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jun. 19, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Jul. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jul. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2018	(Wednesday)	City Employee's Holiday Independence Day
Ju. 10, 2018	(Tues) 1:00 p.m.	Called Work Session – TCRS Retirement Plan
Jul. 17, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Jul. 17, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Jul. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug. 7, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 7, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug. 10-11, 2018	(Fri & Sat)	City Council Annual Planning Work Session Meadowview Conference Center, Kingsport, TN
Aug. 21, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 21, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 3, 2018	(Monday)	City Employee's Holiday Independence Day
Sep. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Sep. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 18, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Sep. 18, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Sep. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA  
JUNE 5, 2018**

- 1. Plaza Design**
- 2. Budget**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
MAY 15, 2018**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, May 15, 2018, 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.

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

Councilmember Smith made a motion to approve the May 1, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Ordinance No. 3607 on first reading and schedule a public hearing relative to final passage of said ordinance for June 5, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3607**

**An Ordinance to Annex certain Territory and to Incorporate the same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property located at 204 Shaver Drive in the Beacon Hills Complex.**

Councilmember Senter made a motion to approve Ordinance No. 3608 on first reading and schedule a public hearing relative to final passage of said ordinance for June 5, 2018. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3608**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID #047 072.00, currently addressed as 6663 West Andrew Johnson Highway from Medium Density Residential (R2) to Intermediate Business (IB)}.**

Councilmember Alvis made a motion to approve Ordinance No. 3609 on first reading and schedule a public hearing relative to final passage of said ordinance for

June 5, 2018. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3609**

**An Ordinance of the City Council of Morristown, Tennessee Amending Title 15 (Motor Vehicles, Traffic and Parking) Chapter 12 (Procedure for Traffic and Parking Violations) Section 1204 of the Morristown Municipal Code.**

Councilmember Senter made a motion to approve Ordinance No. 3610 on first reading and schedule a public hearing relative to final passage of said ordinance for June 5, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3610**

**An Ordinance of the City of Morristown, Tennessee, to establish Travel Reimbursement Regulations for City Officials and City Employees Conducting Official Business.**

Councilmember Senter made a motion to approve Ordinance No. 3580.03 on first reading and schedule a public hearing relative to final passage of said ordinance for June 5, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3580.03**

**An Ordinance to Amend Ordinance No. 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$345,014; necessary to cover the local match for the Local Parks Recreation Fund (LPRF) Grant, and to Purchase Turn-out Gear for the Fire Department through the Assistance to Firefighters Grant.**

Councilmember Bivens made a motion to approve the purchase order for Protective Jacket & Pant for Structural Firefighting per Morristown Fire Department Bid from Municipal Emergency Services, Inc. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the City of Morristown making application for the Tennessee Agricultural Enhancement Program (TAEP) Grant for tree planting projects. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the appointment of Amanda Bowman and re-appointment of Hank Smith and Alpha Alexander to the Parks &

Recreation Advisory Board for three (3) year terms to expire on June 1, 2021. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Package Store Certificate of Compliance for Ashish R. Patel, for a retail package store licensure, store located at 1405 West Morris Blvd., DBA The Cellar. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Right-Of-Way acquisition for West Andrew Johnson Highway Project. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the May 15, 2018, City Council meeting at 5:30 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

**RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION  
OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SHAVER  
DRIVE AND W. ANDREW JOHNSON HWY.**

**PLAN OF SERVICES**

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

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

Property identified as Hamblen County Tax Parcel ID # 0320470 E 01800, including 1.58 acres of land located at the southeast intersection of Shaver Drive and W. Andrew Johnson HWY, the general location being shown on the attached exhibit A;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

**Police Protection**

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

**Fire Protection**

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

**Water Service**

Water for potable use will be provided in accordance with current policies of Alpha-Talbott Utility District.

**Sanitary Sewer Service**

Any extension of said shall be at the expense of the property owner or property developer.

**Electrical Service**

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

### Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

### Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

### Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

### Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of IB (Intermediate Business).

### Street Lighting

Street lights will be installed in accordance to City policies.

### Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

### Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this the 5<sup>th</sup> day of June 2018.

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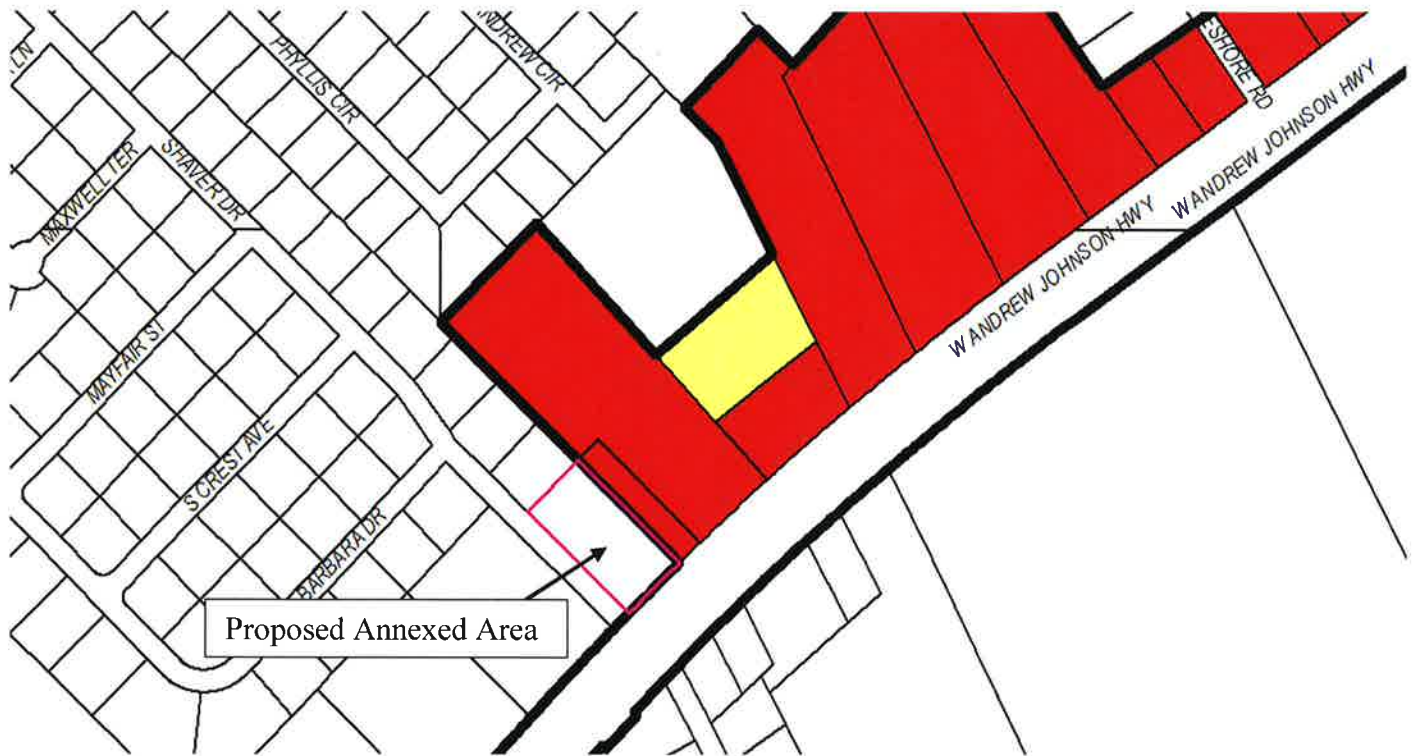
MAYOR

ATTEST:

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CITY ADMINISTRATOR

Exhibit A:



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: May 15<sup>th</sup>, 2018  
SUBJECT: Annexation Request –204 Shaver Drive  
Hamblen County Parcel ID #032047O E 01800

## **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from the property owner of 204 Shaver Drive (Hamblen County Parcel ID #032047O E 01800).

This property, located at the southeast intersection of Shaver Drive and W. Andrew Johnson HWY, is 1.5 acres in size and contains the “Beacon Hills Complex” with current tenants including a Doctor’s Office and Tax Service Business. The property owners also own the parcel to the east that is currently in the city limits and being used for parking for this office complex.



If annexed, staff would recommend that the parcel be zoned IB (Intermediate Business) as this is the zoning designation of nearby parcels along W. Andrew Johnson HWY.

A Plan of Services is attached to this memo which includes utility services and standard City services. No additional Fire or Police personnel will be required. Appalachian Electric currently provides electric services with Alpha-Talbott providing water services. The owner has agreed to pay Morristown Utilities Commission any cost associated with extending sewer services to this property.

**RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Intermediate Business (IB).

At its May 5<sup>th</sup> meeting, the Planning Commission voted (7-0) to forward their recommendation of approval to City Council for both the annexation and its plan of services.

**ORDINANCE NO. 3607**

**AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN, TENNESSEE.** *{Annexation of property located along the southeast intersection of Shaver Drive and W. Andrew Johnson HWY having Hamblen County Tax Parcel ID # 0320470 E 01800 with the Zoning Designation of Intermediate Business, IB, the general location being shown on the attached exhibit A.}*

Section 1. WHEREAS , it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

*Situated in the Second Civil District of Hamblen County Tennessee, being Lot 2 of the Talbott Church of God and Paul Whaley Subdivision at the southeast intersection of Shaver Road and West Andrew Johnson Highway, containing 1.58 acres more or less.*

(2) Intermediate Business (IB) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 15<sup>th</sup> DAY OF MAY 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND READING THIS THE 5<sup>th</sup> DAY OF JUNE 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

The map displays a street grid in the City of Waco, Texas. The streets shown include Maxwell Ter, Mayfair St, S Crest Ave, Barbara Dr, Phyllis Cir, Andrew Cir, and W Andrew Johnson Hwy. A large area is highlighted in red, and a smaller area is highlighted in yellow. A pink arrow points to a specific location on the map, labeled "Proposed Annexed Area".

# City of Morristown

Incorporated 1855

## DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: May 15 2018  
REQUEST: Rezoning Request

### **BACKGROUND:**

A rezoning request has been submitted by P & C Holdings, LLC with Phillip Carlyle acting as agent for his property located at 6663 West Andrew Johnson Highway, just west of the Morristown Regional Airport Industrial Park and south of the Dollar General Store in west Morristown.

This 14.5 acre parcel having been historically used for residential and farming was annexed into the corporate limits in 2016 with a zoning designation of R-2 (Medium Density Residential). Since that time, Mr. Carlyle has expressed interest in development of storage warehousing on this and possibly the adjacent parcel to the east (6655 West Andrew Johnson). As the property falls outside of the industrial park, it was recommended that property be rezoned to commercial as opposed to industrial. Most of the lands which front West Andrew Johnson are both commercially used and zoned. Designation of Intermediate Business (IB) would provide the applicant more flexibility should he decide not to use the entire property for that one use exclusively.

### **RECOMMENDATION:**

As this lot will have access from a major arterial and, the property is shown as commercial in the City's Future Land Use Plan, and, the impacts from a commercial business will have negligible impact on any residential neighborhood, Staff recommends approval of the request as submitted.

The Morristown Regional Planning Commission at their regular meeting on May 8<sup>th</sup> 2018 voted to send the request forward to the City Council for approval.



[Return to Agenda](#)



**14-1002. USES PERMITTED (3596-02/06/2018)**

1. Accessory structures/buildings.
2. Amusement Enterprise. (3502-06/17/2014)
3. Automobile Detailing/Car Wash.
4. Automobile Rental Agencies. (2716-10/19/1993)
5. Bank.
6. Beauty Shops/Barber Shops.
7. Bed and Breakfast operations.
8. Business, Professional or Governmental Offices. (3596-02/06/2018).
9. Catering Services. (2851-09/17/1996)
10. Cemeteries. (2806-07/17/1995)
11. Childcare facilities with six (6) or more pupils
12. Churches, Synagogues, Temples, Parsonages and Parish Houses and other Places of Worship.
13. Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities.
14. Farm Sales Equipment.
15. Mortuaries and Funeral Services (No Crematoriums).
16. Gasoline Service Station/ Convenience Stores.
17. Health Salon.
18. Home Occupation.
18. Hotels and Motels.
20. Landscaping Business
21. Laundry, Self Service
22. Limited Service Restaurants. (3591-11/07-2017)
23. Microbreweries. (3591-11/07/2017)
24. Mini-Storage Rental Warehouse Units.
25. Parking Lots and/or Parking Garages.
26. Plant and Flower Nurseries (retail and wholesale).
27. Private Clubs.
28. Restaurant.
29. Retail Sales Establishment. (3596-02/06/2018)
30. Shopping Centers/Malls.
31. Theater.
32. Trailer Sales Agency.
33. Veterinarian Clinic/Hospitals
34. Wholesale

**ORDINANCE NO. 3608**

**ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 047 072.00, currently addressed as 6663 West Andrew Johnson Highway, from Medium Density Residential (R2) to Intermediate Business (IB)}.**

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to IB (Intermediate Business);

*Situated in the First Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morristown, to wit:*

*Beginning at a concrete monument in the southern margin of U. S. Highway 11E, corner with Graham; thence with the line of Graham South 23 deg 00 min East 1414.27 feet to a post; thence South 58 deg 11 min West 448.74 feet to a post, corner with City of Morristown Industrial Park Property; thence with the line of the Industrial Park and continuing along the line of Ted Harrell North 23 deg 09 min West 1422.12 feet to a concrete monument in the southern margin of U. S. Highway 11E; thence South 57 deg 06 min West 446.25 feet to the point of beginning containing 14.37 acres more or less.*

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

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

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

Passed on first reading this the 15<sup>th</sup> day of May 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 5<sup>th</sup> day of June 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

**ORDINANCE NO. 3609**

**AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 15 (MOTOR VEHICLES, TRAFFIC  
AND PARKING) CHAPTER 12 (PROCEDURE FOR TRAFFIC AND  
PARKING VIOLATIONS) SECTION 1204 OF THE MORRISTOWN  
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 15 Section 1204 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“Sec. 15-1204. - Presumption in reference to illegal parking.

In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred. Such presumption shall apply only when the procedure prescribed in section 15-1203 has been followed.”

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

PASSED ON FIRST READING THIS THE 15<sup>TH</sup> DAY OF MAY 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 5<sup>TH</sup> DAY OF  
JUNE 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

**ORDINANCE NO. 3610  
BEING AN ORDINANCE OF THE CITY OF MORRISTOWN,  
TENNESSEE, TO ESTABLISH TRAVEL REIMBURSEMENT  
REGULATIONS FOR CITY OFFICIALS AND CITY EMPLOYEES  
CONDUCTING OFFICIAL BUSINESS.**

The purpose of this ordinance and referenced regulations is to bring the city into compliance with *Tennessee Code Annotated § 6-54-901 et seq.* This Law requires Tennessee municipalities to adopt travel and expense regulations covering expenses incurred by "any mayor and any member of the local governing body and any board or committee member elected or appointed by the mayor or local governing body, and any official or employee of the municipality whose salary is set by charter or general law."

To provide consistent travel regulations and reimbursement, this ordinance is expanded to cover regular city employees. It is the intent of this policy to assure fair and equitable treatment to all individuals traveling on city business at city expense.

The complete Travel Policy is attached as Exhibit A to this ordinance and is incorporated as if fully set out herein.

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

PASSED ON FIRST READING THIS THE 15<sup>TH</sup> DAY OF MAY 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND AND FINAL READING THIS THE 5<sup>TH</sup> DAY OF JUNE 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY ADMINISTRATOR

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

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE  
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND  
ENDING JUNE 30, 2019

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

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

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

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

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2019, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

<b>GENERAL FUND</b>	<b>Actual FY 2017</b>	<b>Estimated Actual FY 2018</b>	<b>Budget FY 2019</b>
<b>Cash Receipts</b>			
Local Taxes	\$ 28,160,208	\$ 28,383,524	\$ 28,986,853
Licenses, Permits & Fees	1,721,796	1,717,607	1,648,000
Intergovernmental	6,327,464	5,560,151	7,677,894
Charges For Services	115,154	112,036	102,000
Uses of Money And Property	544,015	741,527	515,187
<b>Total Cash Receipts</b>	<b>\$ 36,868,637</b>	<b>\$ 36,514,845</b>	<b>\$ 38,929,934</b>
<b>Appropriations</b>			
General Government	\$ 5,026,397	\$ 4,310,691	\$ 5,193,278
Public Safety	16,509,599	16,220,625	16,886,387
Public Works	7,916,659	6,462,458	8,456,938
Parks & Recreation	1,951,518	2,054,841	2,262,168
Natural Resource Maintenance	-	-	270,094
Social Services	1,460,895	1,548,508	1,573,502
Miscellaneous	649,807	1,244,990	2,617,500
Debt Service	1,557,346	2,209,784	3,094,182
<b>Total Appropriations</b>	<b>\$ 35,072,221</b>	<b>\$ 34,051,897</b>	<b>\$ 40,354,049</b>
<b>Other Financing Sources</b>			
Transfers Out	(4,070,000)	(2,744,600)	(3,600,000)
<b>Total Other Financing Sources(Uses)</b>	<b>\$ (4,070,000)</b>	<b>\$ (2,744,600)</b>	<b>\$ (3,600,000)</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>(2,273,584)</b>	<b>(281,652)</b>	<b>(5,024,115)</b>
<b>Beginning Cash Balance July 1</b>	<b>25,500,831</b>	<b>23,227,247</b>	<b>22,945,595</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 23,227,247</b>	<b>\$ 22,945,595</b>	<b>\$ 17,921,480</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>54.6%</b>	<b>59.3%</b>	<b>35.5%</b>

<b>LAMTPO FUND</b>	<b>Actual FY 2017</b>	<b>Estimated Actual FY 2018</b>	<b>Budget FY 2019</b>
<b>Cash Receipts</b>			
Intergovernmental	\$ 168,665	\$ 214,093	\$ 263,220
<b>Total Cash Receipts</b>	<b>\$ 168,665</b>	<b>\$ 214,093</b>	<b>\$ 263,220</b>
<b>Appropriations</b>			
Transportation Planning Administration	\$ 203,890	\$ 207,242	\$ 267,499
<b>Total Appropriations</b>	<b>\$ 203,890</b>	<b>\$ 207,242</b>	<b>\$ 267,499</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>(35,225)</b>	<b>6,851</b>	<b>(4,279)</b>
<b>Beginning Cash Balance July 1</b>	<b>195,814</b>	<b>160,589</b>	<b>167,440</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 160,589</b>	<b>\$ 167,440</b>	<b>\$ 163,161</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>78.8%</b>	<b>80.8%</b>	<b>61.0%</b>

SOLID WASTE FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
<b>Cash Receipts</b>				
Solid Waste Fees		\$ 1,406,844	\$ 1,410,061	\$ 2,047,500
Transfer In		230,000	-	-
<b>Total Cash Receipts</b>		<b>\$ 1,636,844</b>	<b>\$ 1,410,061</b>	<b>\$ 2,047,500</b>
<b>Appropriations</b>				
Sanitation		\$ 1,318,588	\$ 1,376,498	\$ 1,560,963
Recycling		\$ 266,440	\$ 253,834	\$ 266,644
Debt Service		33,349	33,107	32,259
<b>Total Appropriations</b>		<b>\$ 1,618,377</b>	<b>\$ 1,663,439</b>	<b>\$ 1,859,866</b>
<b>Change in Cash (Receipts - Appropriations)</b>		<b>18,467</b>	<b>(253,378)</b>	<b>187,634</b>
<b>Beginning Cash Balance July 1</b>		<b>436,377</b>	<b>454,844</b>	<b>201,466</b>
<b>Ending Cash Balance June 30</b>		<b>\$ 454,844</b>	<b>\$ 201,466</b>	<b>\$ 389,100</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		<b>28.1%</b>	<b>12.1%</b>	<b>20.9%</b>

NARCOTICS FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
<b>Cash Receipts</b>				
Fines And Forfeitures		\$ 89,308	\$ 75,728	\$ 80,000
<b>Total Cash Receipts</b>		<b>\$ 89,308</b>	<b>\$ 75,728</b>	<b>\$ 80,000</b>
<b>Appropriations</b>				
Drug Enforcement		\$ 57,589	\$ 87,032	\$ 120,909
<b>Total Appropriations</b>		<b>\$ 57,589</b>	<b>\$ 87,032</b>	<b>\$ 120,909</b>
<b>Change in Cash (Receipts - Appropriations)</b>		<b>31,719</b>	<b>(11,304)</b>	<b>(40,909)</b>
<b>Beginning Cash Balance July 1</b>		<b>92,712</b>	<b>124,431</b>	<b>113,127</b>
<b>Ending Cash Balance June 30</b>		<b>\$ 124,431</b>	<b>\$ 113,127</b>	<b>\$ 72,218</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		<b>216.1%</b>	<b>130.0%</b>	<b>59.7%</b>

STORM WATER FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
<b>Cash Receipts</b>				
Storm Water Utility Fees		\$ 1,353,476	\$ 1,312,632	\$ 1,500,000
Miscellaneous		286	-	-
<b>Total Cash Receipts</b>		<b>\$ 1,353,762</b>	<b>\$ 1,312,632</b>	<b>\$ 1,500,000</b>
<b>Appropriations</b>				
Drain Way Maintenance		\$ 231,247	\$ 439,404	\$ 1,579,919
Storm Water Management		263,822	318,189	339,346
Debt Service		110,069	342,374	336,106
Depreciation		237,275	240,226	240,226
<b>Total Appropriations</b>		<b>\$ 842,413</b>	<b>\$ 1,340,193</b>	<b>\$ 2,495,597</b>
<b>Non-Operating Activities</b>				
Interest Earnings		7,284	15,631	12,500
<b>Total Non-Operating Activities</b>		<b>\$ 7,284</b>	<b>\$ 15,631</b>	<b>\$ 12,500</b>
<b>Change in Cash (Receipts - Appropriations)</b>		<b>518,633</b>	<b>(11,930)</b>	<b>(983,097)</b>
<b>Beginning Cash Balance July 1</b>		<b>3,681,481</b>	<b>4,200,114</b>	<b>4,188,184</b>
<b>Ending Cash Balance June 30</b>		<b>\$ 4,200,114</b>	<b>\$ 4,188,184</b>	<b>\$ 3,205,087</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		<b>499.4%</b>	<b>313.7%</b>	<b>128.9%</b>

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E-CITATIONS FUND		Actual FY 2017	Estimated Actual FY 2018	Budget FY 2019
<b>Cash Receipts</b>				
E-Citations Fees		\$ -	\$ 12,227	\$ 12,000
<b>Total Cash Receipts</b>		\$ -	\$ 12,227	\$ 12,000
<b>Appropriations</b>				
Administrative Department		-	-	-
<b>Total Appropriations</b>		\$ -	\$ -	\$ -
<b>Change in Cash (Receipts - Appropriations)</b>		-	12,227	12,000
<b>Beginning Cash Balance July 1</b>		-	-	12,227
<b>Ending Cash Balance June 30</b>		\$ -	\$ 12,227	\$ 24,227

SECTION 2: At the end of the fiscal year 2018, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2018
General Fund	\$ 22,945,595
Solid Waste Fund	\$ 201,466
Storm Water Fund	\$ 4,188,184
Narcotics Fund	\$ 113,127
LAMTPO Fund	\$ 167,440
E-Citations Fund	\$ 12,227

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2018	FY2019 Principal Payment	FY2019 Interest Payment
<b>Bonds -</b>				
TML 2008 \$3M ESG Bonds	\$ -	\$ 860,000	\$ 60,630	\$ 43,000
TML 2008 \$8M Bonds	\$ -	\$ 2,478,500	\$ 197,000	\$ 123,925
TML 2009 \$5M Bonds	\$ -	\$ 753,899	\$ 34,930	\$ 21,430
TML 2009 \$5M Bonds	\$ -	\$ 1,582,182	\$ 73,307	\$ 44,975
\$5M Bond Issue 2013	\$ -	\$ 3,955,883	\$ 208,884	\$ 122,622
General Obligation Bonds Series 2017	\$ 2,800,000	\$ 9,325,000	\$ 270,000	\$ 302,361
<b>Loan Agreements</b>				
TML 2008 \$20M Refunding D-1-D	\$ -	\$ 1,112,913	\$ 88,509	\$ 55,646
TML 2008 \$20M Refunding IV-F-3	\$ -	\$ 1,463,990	\$ 116,430	\$ 73,200
TML 2008 \$20M Refunding D-8-B	\$ -	\$ 3,129,191	\$ 248,861	\$ 156,460
TML 2008 \$5.035M Refunding D-10-C	\$ -	\$ 2,047,502	\$ 162,500	\$ 102,375
<b>Notes -</b>				
Capital Outlay Note 2012	\$ -	\$ 1,990,000	\$ 335,000	\$ 40,003

SECTION 4: During the coming fiscal year (2019) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction Projects	\$ 10,000,000.00	\$ -	\$ 10,000,000.00

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

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

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$1.25 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2018, the public welfare requiring it.

PASSED ON 1<sup>ST</sup> READING THIS THE 5<sup>TH</sup> DAY OF JUNE 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON 2<sup>ND</sup> AND FINAL READING THIS THE 19<sup>TH</sup> DAY OF JUNE 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

SEAL

## APPROPRIATION ORDINANCE

Ordinance Number: **3580.03**

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$345,014; NECESSARY TO COVER THE LOCAL MATCH FOR THE LOCAL PARKS RECREATION FUND (LPRF) GRANT, AND TO PURCHASE OF TURN-OUT GEAR FOR THE FIRE DEPARTMENT THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fire - Firefighting	110.42240.226	Clothing / Uniform / Shoes			\$ 45,014	
General (#110)	Revenue	110.33290	Other Federal Revenue - FEMA	\$45,014			
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 300,000	
General (#110)	Fund Balance	110-27200	Unassigned Fund Balance		\$ 300,000		
			Totals	\$ 45,014	\$ 300,000	\$ 345,014	\$ -

PASSED ON FIRST READING THIS 15th Day of May 2018

ATTEST:

\_\_\_\_\_  
Mayor

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

PASSED ON SECOND READING THIS 5th Day of June 2018

ATTEST:

\_\_\_\_\_  
Mayor

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

## APPROPRIATION ORDINANCE

Ordinance Number: 3580.04

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$12,227; NECESSARY TO ACCOUNT FOR THE REVENUE RECEIVED IN THE E-CITATION FUND. NOTE: THIS FUND WAS NOT INCLUDED IN THE ORIGINAL BUDGET.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
E-Citation (#121)	Fund Balancee	121-34525	Restricted for Public Safety	\$12,227			
E-Citation (#121)	Revenue	121-43382	Electronic E-Citation Fees	\$12,227			
			Totals	\$ 24,454	\$ -	\$ -	\$ -

PASSED ON FIRST READING THIS 5th Day of June 2018

ATTEST:

\_\_\_\_\_  
Mayor

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

PASSED ON SECOND READING THIS 19th Day of June 2018

ATTEST:

\_\_\_\_\_  
Mayor

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

# APPROPRIATION ORDINANCE

Ordinance Number: 3580.05

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO RE-ALLOCATE FUNDS TOTALING \$149,300 AND TO REDUCE THE REVENUE AND EXPENSE IN THE AMOUNT \$960,000 ASSOCIATED WITH THE WEST AJ HWY PROJECT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	110-33580	TDOT - Streets		\$ 960,000		
General (#110)	Planning	110-41700-214	Employee Health Insurance			\$ 13,000	
General (#110)	Planning	110-41700-801	Grants & Other Subsidies			\$ 57,800	
General (#110)	Engineering	110-41800-399	Other Contracted Services			\$ 30,000	
General (#110)	Narcotics	110-42171-112	Overtime			\$ 7,500	
General (#110)	Narcotics	110-42171-119	Holiday Pay			\$ 13,000	
General (#110)	Narcotics	110-42171-214	Employee Health Insurance			\$ 1,200	
General (#110)	Narcotics	110-42171-219	Workers Compensation Pay			\$ 6,800	
General (#110)	Inspections	110-42400-399	Other Contracted Services			\$ 20,000	
General (#110)	City Administrator	110-41200-111	Wages				\$ 50,000
General (#110)	Finance	110-41530-111	Wages				\$ 57,135
General (#110)	PW Brush Pick Up & Snow Removal	110-43160-458	Salt/Sodium Chloride				\$ 42,165
General (#110)	PW Pavement Management System	110-43300-958	Street Infrastructure Improvements				\$ 960,000
			Totals	\$ -	\$ 960,000	\$ 149,300	\$ 1,109,300

PASSED ON FIRST READING THIS 5th Day of June 2018

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

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

PASSED ON SECOND READING THIS 19th Day of June 2018

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

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



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

May 17, 2018

The Honorable Gary Chesney  
Mayor, City of Morristown  
100 West First North Street  
Morristown, TN 37816

Re: Resurfacing of East Morris Blvd. from US-25E (Davy Crockett Pkwy.) to 450 feet East of Jones Franklin Road  
Morristown, Hamblen County  
PIN: 127267.00  
Federal Project Number: STP-M-9113(24)  
State Project Number: 32LPLM-F3-061  
Agreement Number: 180025

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Stanley X. Burnette at 615-741-0805 or [Stanley.X.Burnette@tn.gov](mailto:Stanley.X.Burnette@tn.gov).

Sincerely,

Whitney Britt  
Transportation Manager  
[Whitney.Britt@tn.gov](mailto:Whitney.Britt@tn.gov)

Attachment

# Project Schedule

**Activity**  
**Month/Year**

**PIN** \_\_\_\_\_

Begin NEPA Phase	___/___
Select Consultant	___/___
Submit Environmental Document to TDOT for Review	___/___
Begin Design Phase	___/___
Submit Preliminary Engineering Plans to TDOT for Review	___/___
Submit Right-of-Way Plans to TDOT for Review	___/___
Begin Right-of-Way acquisition if Applicable, and Utilities Coordination	___/___
Submit ROW, Utility and Railroad Estimates to TDOT	___/___
Submit Construction Plans to TDOT for Review	___/___
Submit Construction Estimate to TDOT for Review	___/___
Submit Bid Book and Advertisement to TDOT for Review	___/___
Advertise Project for Bids	___/___
Hold Bid Opening	___/___
Submit Bid Tabs to TDOT for Approval	___/___
Award Project	___/___
Hold Pre-Construction Conference	___/___

Date Completed \_\_\_\_\_

**Agreement Number: 180025**

**Project Identification Number: 127267.00**

**Federal Project Number: STP-M-9113(24)**

**State Project Number: 32LPLM-F3-061**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

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

“East Morris Blvd. from US-25E (Davy Crockett Pkwy.) to 450 feet East of Jones Franklin Road”

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

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

## **B. ACCOMPLISHMENT OF PROJECT**

### **B.1 General Requirements:**

a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>AGENCY</b>	<b>PROJECT</b>
Preliminary Engineering by:	<b>AGENCY</b>	<b>PROJECT</b>
Right-of-Way by:	<b>AGENCY</b>	<b>AGENCY</b>
Utility Coordination by:	<b>AGENCY</b>	<b>PROJECT</b>
Construction by:	<b>AGENCY</b>	<b>PROJECT</b>

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

### **B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **5/31/2023**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

### **B.5 Right-of-Way**

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

### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

## **B.7 Detours**

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

## **B.8 Utilities**

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

## **B.9 Railroad**

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

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

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

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

### **C.2 Eligible Costs:**

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

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

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

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

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

#### **C.5 The Department's Obligations:**

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

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

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

**C.6 Final Invoices:**

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

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

**C.7 Offset:**

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

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

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

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

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

### **D.3 State Law:**

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

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

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

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

**D.5 Appropriations of Funds:**

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

**D.6 Rights and Remedies Not Waived:**

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

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

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

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

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

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

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

**b) DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

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

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

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

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

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

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

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

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

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

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

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

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

**The Agency certifies, to the best of its knowledge and belief, that:**

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

#### **D.19 Records:**

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

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

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

#### **D.21 Annual Report and Audit:**

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

Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

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

#### **D.23 Termination for Cause:**

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

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

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

**D.25 Agreement Format:**

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

**D.26 Certification Regarding Third Party Contracts:**

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

**D.27 Amendment:**

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

**D.28 State Liability:**

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

**D.29 Force Majeure:**

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

**D.30 Required Approvals:**

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

**D.31 Estimated Cost:**

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

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

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

**D.34 Department Activities:**

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

### **D.35 Congestion Mitigation and Air Quality Requirement:**

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

### **D.36 Investment of Public Funds:**

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

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

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

### **D.37 Federal Funding Accountability and Transparency Act:**

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

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

**CITY OF MORRISTOWN**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Gary Chesney** **John C. Schroer**  
**Mayor** **Commissioner**

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
**Lauren Carroll** **John Reinbold**  
**Attorney** **General Counsel**

## EXHIBIT "A"

**AGREEMENT #:** 180025

**PROJECT IDENTIFICATION #:** 127267.00

**FEDERAL PROJECT #:** STP-M-9113(24)

**STATE PROJECT #:** 32LPLM-F3-061

**PROJECT DESCRIPTION:** Resurface East Morris Blvd from US-25E (Davy Crockett Pky) to 450 feet East of Jones Franklin Road to include milling, grading, repaving, sidewalk ADA compliance upgrades, traffic signal additions and/or improvements at Jaybird Road and Dover Road , traffic radar and/or loop detection, striping, and/or signage.

**CHANGE IN COST:** Cost hereunder is controlled by the Surface Transportation Block Grant Program funding available to or allocable to the Agency.

**TYPE OF WORK:** Resurface and Safety

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STBG	80	0	20	\$300,000.00
PE-DESIGN	L-STBG	80	0	20	\$365,631.00
TDOT ES	L-STBG	80	0	20	\$10,000.00
CONSTRUCTION	L-STBG	80	0	20	\$1,025,403.00
CONSTRUCTION-CEI	L-STBG	80	0	20	\$100,000.00

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

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

**LEGISLATIVE AUTHORITY:** STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

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



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0349  
(615) 741-2848

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

May 24, 2018

The Honorable Gary Chesney, Mayor  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Dear Mayor Chesney:

I am pleased to inform you that your recent project funding request for Moore-Murrell Field has been approved by the Tennessee Department of Transportation, Aeronautics Division.

A grant totaling \$97,000.00 has been approved for the C-II Standards Development, as itemized in your request. Of the project total, 5% will be the responsibility of the City of Morristown.

With this approval, the Aeronautics Division has prepared the enclosed contract. Please obtain required signatures and return it to our office within 15 days from the date the contract is transmitted from this office. If the signed contract is not received within that time frame, the contract is subject to cancelation.

We are pleased to provide funding for this airport improvement project. Our aviation facilities are critical to the economic development of communities across the state. We look forward to continuing our joint efforts to ensure their successful operations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle Frazier".

Michelle Frazier  
Aeronautics Director

MF: TLT

Enclosure

PSR: 5/22/2018

cc: Buddy Fielder, Airport Manager



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**AERONAUTICS DIVISION**  
607 HANGAR LANE, BLDG 4219  
NASHVILLE, TENNESSEE 37217  
(615) 741-3208

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

May 24, 2018

The Honorable Gary Chesney, Mayor  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Re: Project Description: C-II Standard Development  
TAD Project No: 31555016018  
TAD Contract No: AERO1829400

Dear Mayor Chesney:

Attached is the grant for the above referenced approved project. Please sign the grant, obtain the appropriate legal counsel's signature and email to: [Aero.Grants@tn.gov](mailto:Aero.Grants@tn.gov).

In accordance with Section E: Grantee Match of the grant, a local deposit is required in the amount of \$4,8509.00. Make your check payable to the Tennessee Department of Transportation and mail to:

TDOT Finance Division  
Attn: Lacey Bryant  
505 Deaderick Street  
Suite 800, James K. Polk Building  
Nashville, TN 37243-0329

Please return this grant, and your deposit (*note your TAD project number on deposit* within the 15 day requested timeframe so that we may provide you with the required executed documentation necessary to proceed with this project.

If you have any questions, please give me a call at (Your Number).

Sincerely,

Terri Tanner  
Transportation Program Monitor 2

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 6/22/2018		<b>End Date</b> 6/21/2020		<b>Agency Tracking #</b> 40100-00118	
<b>Edison ID</b> 53595				<b>Edison Vendor ID</b> 4108	
<b>Grantee Legal Entity Name</b> City of Morristown				<b>Edison Vendor ID</b> 4108	
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 20.106</b>  <b>Grantee's fiscal year end:</b> June			
<b>Service Caption</b> (one line only) C – II Standards Development					
<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	\$4,850.00	\$87,300.00		\$4,850.00	\$97,000.00
<b>TOTAL:</b>	<b>\$4,850.00</b>	<b>\$87,300.00</b>		<b>\$4,850.00</b>	<b>\$97,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
<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.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 1**      **LOCATION CODE: MAIN**

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of Morristown, hereinafter referred to as the "Grantee," is for the provision of airport development, maintenance, education and aviation outreach meeting the needs of the Grantee, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal **ATTACHMENT ONE** incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **ATTACHMENT TWO** is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on **June 22, 2018** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Ninety-Seven Thousand Dollars and No Cents (\$97,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **ATTACHMENT THREE** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division thru BlackCat Grants Management System  
[www.tndot.blackcatgrants.com](http://www.tndot.blackcatgrants.com)

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

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, 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:

Teresa Tanner, Transportation Program Monitor 2  
TN Dept. of Transportation-Aeronautics Division  
607 Hangar Lane, Bldg. 4219  
Nashville, TN 37217  
Telephone: 615.741.3208  
Email: [Teresa.Tanner@tn.gov](mailto:Teresa.Tanner@tn.gov)

The Grantee:

Gary Chesney, Mayor  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499  
Telephone: 423.581.0100  
Email: [kmorilak@mymorristown.com](mailto:kmorilak@mymorristown.com)

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 FOUR.**

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 – 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.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

**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. 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.3. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

- E.5. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

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

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

- E.6. Participation in Real Property Acquisition. The State and/or Federal participation in the acquisition of real property is outlined in Attachment #, attached and incorporated herein to this Grant Contract.

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

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

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

- E.8. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.9. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office.

These assurances can also be located on the FAA Website at  
[www.faa.gov/airports/aip/grant\\_assurances](http://www.faa.gov/airports/aip/grant_assurances)

- E.10. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.11. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.12. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.13. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0160-18

---

Grantee's Signature

DATE

GARY CHESNEY, MAYOR

---

Printed Name and Title of Grantee Signatory (Above)

---

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

---

JOHN C. SCHROER, COMMISSIONER

DATE

---

**JOHN REINBOLD, GENERAL COUNSEL**  
**APPROVED AS TO FORM AND LEGALITY**

**DATE**

# City of Morristown

*Incorporated 1855*

ATTACHMENT ONE  
PAGE ONE



April 23, 2018

Director Michelle Frazier  
Tennessee Department of Transportation  
Aeronautics Division  
607 Hangar Lane  
Nashville, TN 37217

Director Frazier:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$97,000 for the scoping grant related to the taxiway relocation. This is a planning project that was suggested by aeronautics staff. Approved funding will allow the City of Morristown to address the concerns that were identified by aeronautics staff, specifically scope creep, related to the relocation of a hangar from the safety area. Additionally, this will allow proper planning on the long-term solution to relocate the taxiway.

Attached is our engineer, Michael Baker International's estimate of work on this project. The City of Morristown has appropriated funds for the local share of the proposed improvements. Please feel free to contact me should you need additional information or have questions associated with this request.

Sincerely,

Joey Barnard, CGFM, CFE, MBA  
Assistant City Administrator and Airport Manager  
City of Morristown, Tennessee

REQUEST FOR STATE FUNDING  
FOR AIRPORT IMPROVEMENT

Airport: Moore-Murrell Field  
Project Title: C-II Standards Development  
Project Description: This project will further evaluate and develop a strategic plan for the major project of relocating the taxiway.

UPIN: BCG0003179  
Submitted By: Joey Barnard  
Date Submitted: 4/27/2018 8:37:07AM  
Project Manager: Chuck Hoskins

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

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

Explanation of Need: Funding is needed to conduct a scoping project as requested by TAD staff to determine all probable costs of the future taxiway relocation to FAA standards.

**Estimated Cost:**

Fiscal Year:	2,018	
Federal:	\$87,300	90.0%
State:	\$4,850	5.0%
Local:	\$4,850	5.0%
Other:	\$0	0.0%

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Total:	\$97,000	100%
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Matching Funds Available?: 4,850.00

Comments: See "TAC Documents" tab for additional information.

**TDOT USE ONLY**

**Staff Recommended:**

Approved: 

Rejected:

Moved:

PSR Signature: 

Date: 5/22/2018

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

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

## ATTACHMENT TWO

### Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-50-2016
Federal award date	October, 2016
CFDA number and name	20.106
Grant contract's begin date	6/22/2018
Grant contract's end date	6/21/2020
Amount of federal funds obligated by this grant contract	\$87,300
Total amount of federal funds obligated to the subrecipient ( <b>SPONSOR: TOTAL</b> Federal dollars deposited into <b>YOUR</b> account in current FY (7/17-6/18) from <b>ALL</b> agencies) <b>MUST</b> be <b>UPDATED</b> every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,316,579
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

*Federal Award Identification Worksheet (FAI)* is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32555016018) every six (6) months.

Any questions please contact your Program Monitor, **Terri Tanner**, at 615-741-3208.

GRANT BUDGET				
City of Morristown: C – II Standards Development			AERO-18-294-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: June 22, 2018			END: June 21, 2020	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$92,150.00	\$4,850.00	\$97,000.00
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	GRAND TOTAL	\$92,150.00	\$4,850.00	\$97,000.00

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

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

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
C – II Standards Development	\$97,000.00
<b>TOTAL</b>	<b>\$97,000.00</b>

32555016018

Project Breakdown:

\$87,300.00	90% Federal # 50 (NPE)
\$ 4,850.00	05% State
<u>\$ 4,850.00</u>	<u>05% Local</u>
\$97,000.00	100%

### 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: 4108

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: P.O. Box 1499 Morristown TN 37816 (100 W 1<sup>st</sup> St)

Phone number: (423) 585-4614

Email address: jbarnard@myMorristown.com

Parent entity's Edison Vendor ID number, if applicable: 4108

## SWANK MOTION PICTURES EXHIBITION REQUEST FORM

### CONTACT INFORMATION

**Organization Name:** City of Morristown Parks & Recreation      **Contact Name:** Jennifer Gentry Recreation Program Coor.  
**Organization Phone Number:** 423-586-0260      **Secondary Phone Number:**  
**Email Address:** jgentry@mymorristown.com      **How did you hear about Swank?**

**Organization Mailing Address**      **Shipping/Billing Address (if different from mailing)**  
415 West Louise Ave Morristown, TN 37813

### Payment Information

**Are you PO required?**      **Are you tax exempt?\***  
☒ Yes   ☐ No      ☒ Yes   ☐ No

**Please select your preferred method of payment:**

☐ Check   ☒ Credit Card

*(It is optional to include credit card info below)*

**Name as it appears on the card:**

**Card Number:**      **Exp. Date:** (dd/yyyy)

**Credit card billing zip code:**

☐ one-time charge   ☐ save card on file for future orders

### Additional Event Details

**Are you charging admission or suggesting a donation for the event?**

☐ Yes   ☒ No   If so, how much?

**Anticipated crowd size:** 200 - 500 people

**Reason for the screening:** Community Engagement

### REQUESTED MOVIES

Movie Title	Date of Screening	Do you need Swank to provide the content for an additional \$28 round trip shipping and handling fee?	Is your screening indoors or outdoors?	Name & Address of Screening Location
Moana	6/8/2018	<input type="checkbox"/> DVD <input type="checkbox"/> Blu-Ray <input checked="" type="checkbox"/> No	<input type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor	Fred Miller Park 441 W. Morris Blvd Morristown, TN 37813
Star Wars: The Last Jedi	7/13/2018	<input type="checkbox"/> DVD <input type="checkbox"/> Blu-Ray <input checked="" type="checkbox"/> No	<input type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor	Dr. Martin Luther King Jr. Park 350 W. Ninth North St. Morristown, TN 37814
101 Dalmatians	7/27/2018	<input type="checkbox"/> DVD <input type="checkbox"/> Blu-Ray <input checked="" type="checkbox"/> No	<input type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor	The Farmers Market 130 W. Morris Blvd Morristown, TN 37813

Theatrical movie posters (27x40) are available on select titles for only \$7.50/poster. Let us know if you are interested in purchasing theatrical movie posters if available.   ☐ yes   ☐ no

If yes, how many posters would you be interested in purchasing? Choose an item.

### TERMS AND CONDITIONS

**Please check the boxes to acknowledge that you have read and accept the terms**

☒ **Cancellations** - Notification of a change or cancellation must be given at least 10 business days prior to your event. If an unforeseen circumstance (i.e. inclement weather, equipment malfunction, etc) prevents you from hosting your event you have up to one year in which to reschedule the same movie at no additional licensing fees. Notify your Account Executive the following business day so they can note the last minute cancellation on your account.

☒ **Advertising** - You are permitted to use the studio approved artwork provided by Swank Motion Pictures. Please note that these images may not be edited or altered and must include the copyright symbol and studio name. We encourage you to inform your organization's members and patrons via on premise posters, emails and private mailings. Advertising through media such as radio, television or newspaper is prohibited. Promotions by means of a lighted sign, billboard or marquee that can reasonably be seen by the general public may not include the name of the

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movie. If this policy is violated or your screening becomes openly competitive with a commercial theater, your screening(s) maybe cancelled without notice.

☒ **Moratoriums** - It is understood that in rare instances it may be necessary for a Studio, in its sole discretion, to withdraw a movie from exhibition. In the event of a withdrawal you may substitute for an alternate title or cancel the event without obligation to Swank Motion Pictures.

☒ **Admission Charges or Suggested Donations-** If you are charging admission for the event, the total cost of the licensing will be quoted rate versus 50% of your ticket sales whichever is greater. You must submit an audience report, including number of tickets sold, ticket price and total box office within 48 hours of your event.

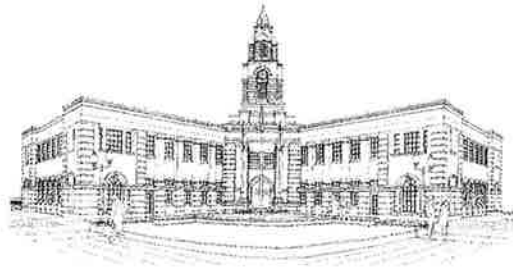
☒ **Payment** – In most cases payment is due upon receipt of the invoice. However, if you are a new customer prepayment is required on your first three orders and payment must be received in order to validate licensing. \*If you are tax exempt please provide a copy of your state tax exemption certificate.

**Authorized Signature** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** [Click here to enter a date](#)

*Complete and return to your Account Executive parksandrec@Swankmp.com Via fax: 314-909-0879 or email: [Click here to enter text.](#)*



## Morristown City Council Agenda Item Summary

**Date:** May 29, 2018

**Agenda Item:** Approval of Bid – Office 365

**Prepared by:** Joey Barnard

**Subject:** Office 365 Bid

**Background/History:** Licensing agreements related to software continue to evolve. Due to the fact that email communication and certain other office software products are essential to the operation of the City of Morristown, it is I.T. staff's and the City of Morristown's I.T. consultant's recommendation to continue subscription service. This provides a secure platform with flexibility.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on May 11, 2018 and on May 14, 2018. 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 2:00 PM on Thursday, May 24, 2018. We received two (2) responses.

**Financial Impact:** Funds have been appropriated in the budget to move forward with this purchase. With the recommendation of I.T. staff and I.T. consultant it is in the City of Morristown's best interest to move forward with this purchase. The low bidder submitted all necessary documentation and prescribed to the terms and conditions outlined in the bid.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by DBISP, LLC for a one-year subscription only, omitting the renewal options.

**Attachments:** Bid Tabulation.

City of Morristown  
Office 365 Bid Tabulation  
Thursday, May 24, 2018; 2:00 PM

Bidder	Microsoft Office 365 1 Year License	Microsoft Exchange Online Plan 1 Year License	Renewal Option	Total Price
DBISP, LLC	\$ 5,646.60	\$ 7,104.00	2-year: \$12,850.00 3-year: \$13,065.00	\$ 12,750.60
CDW	\$ 5,826.90	\$ 7,453.65	N/A	\$ 13,280.55

**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 # **18002464-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V  
e  
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o  
r**WAVETRONIX LLC  
78 E 1700 S

PROVO, UT 84606

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

37813

Vendor Phone Number 801-734-7241		Vendor Fax Number		Requisition Number 18002667		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 05/29/18		Vendor Number 007271		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				1.00	24671.25000		24,671.25	
					EACH				
	SPARE PARTS BUNDLE PER QUOTE								
	QUO-03939-V5V8R9								
	(4) SMARTSENSOR MATRIX								
	(2) SMARTSENSOR ADVANCE								
	(1) SMARTSENSOR MOUNT								
	(6) CABLE, 20 FT, 12-8 PIN, 6								
	CONDUCTOR								
	(1) SENSOR CABLE JUNCTION BOX								
	(1)CLICK 656 6 SENSOR SERV. RACK								
	CABINET DEVICE								
	(1) SDLC FOUR CONNECTOR HUB								
	43190-365				24,671.25				
						PO Total		24,671.25	

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



DATE: 05/18/18

TO: Mr. Matthew Manning

FROM: Wavetronix, LLC  
COMPANY

Nichole Vincent  
NAME

Regional Sales Coordinator  
TITLE

RE: **SOLE SOURCE DECLARATION**  
Product/Service: Wavetronix Advance Radar Sensor  
Supplier: Wavetronix, LLC  
Address: 78 E 1700 S, Provo, UT, USA 84606

Mr. Manning:

We hereby declare and affirm in good faith and to the best of our knowledge after exhaustive study that the products and/or services requested for purchase are impossible of award by competitive bidding due to the unique and/or proprietary nature of said product or service, the accrued critical and necessary functional benefits of the aforementioned unique characteristics being essential to the performance-based expectations inherent in the purchase decision, and as a consequence of the absence of a functionally equivalent product or service sufficient of fulfilling the mission-sensitive needs and expectations or alternative source for the purchase of said product or service.

**I. UNIQUE CHARACTERISTICS:**

The requested product or service consists of the following unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features deemed elemental, necessary and essential to the function, performance or mission-related accomplishment for which this purchase is initiated:

1. Installed ADOT Advance Extended Range Detection Sensors are manufactured solely by Wavetronix.
2. Dilemma Zone Protection
3. Dynamic ETA Tracking
4. Patented safe arrival technology

**II. FUNCTIONAL APPLICABILITY TO MISSION**

The unique, exclusive and/or proprietary characteristics, functions, design elements, quality or safety standards, certifications or compatibility features inherent in the requested product or service are elemental, necessary and essential to the function, performance or mission-related accomplishment of TDOT, as related to the purposes for which this product or service is purchased, as follows:

1. Non-Intrusive, Radar Based detection to allow superior detection in all-weather elements to include Fog, poor lighting, zero visibility, snow, rain, wind, glare, and shadowing effects.

**III. ABSENCE OF COMPETITIVE PRODUCT OR SERVICE ALTERNATIVE**

We hereby affirm in good faith that to the best of our knowledge, after exercising due diligence in our attempts to locate alternate sourcing opportunities, that no other manufacturer, distributor or provider exists who can sell, deliver or service within the State of Alabama a comparable competitive product or service capable of accomplishing the declared functional and productive expectations of the Alabama Department of Transportation as relates to the purposes for this purchase.

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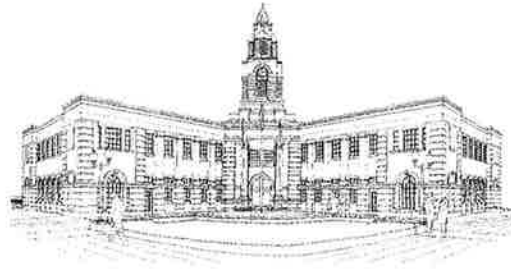
**IV. ABSENCE OF ALTERNATIVE SOURCING**

We further attest that, in the case of a sole source distributor, reseller or manufacturer's representative, that as a consequence of our exclusive protected territory representation agreement with the manufacturer or wholesaler, and the refusal of the manufacturer or wholesaler to sell or deliver directly to the end user, no other entity has the legal right to sell, deliver, service or solicit sales for the foregoing product or service within the geographical confines of the State of Alabama, or within the prescribed local geographical area of the State of Alabama consistent with the location of the requisitioning Division or Bureau of the Alabama Department of Transportation.

Thank you for your immediate and affirmative attention.

Respectfully,

Nichole Vincent  
Regional Sales Coordinator



## **Morristown City Council Agenda Item Summary**

**Date:** May 31, 2018

**Agenda Item:** Surplus Inventory

**Prepared by:** Joey Barnard

**Subject:** Approval to declare inventory items as surplus

**Background/History:** The Morristown Police Department has accumulated several items in inventory that can no longer be utilized and wish to declare these items as surplus.

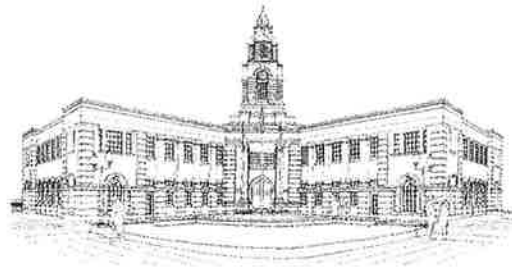
**Financial Impact:** It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

**Action options/Recommendations:** The Morristown Police Department is seeking approval to declare inventory items as surplus and to sell these items via GovDeals, an online auction website.

**Attachments:** Inventory List.

# City of Morristown Surplus Inventory List

Item	Quantity
Silver Belt Buckles for Honor Guard Duty Belts	12
Silver Hat Buttons	14
White Shoulder Braids	2
Honor Guard Uniform Patches, white and blue	11
Honor Guard Big Scarfs (1 each color) yellow, blue, and white	3
Honor Guard Velcro Strips (2 each color) blue and white	4
Handcuff Cases, Patent Leather Finish, Silver Buttons	12
Holsters, Patent Leather Finish	3
Mag Pouches, Patent Leather Finish	12
Belt Keepers, Patent Leather Finish, Silver Buttons	42
Plastic Belt Keepers, Gold Buttons	4
Stream Light Holsters, Belt Clip Style, 1" Body, Plastic	75
Boss, JVC and Pioneer Vehicle Radio/CD Players	



## **Morristown City Council Agenda Item Summary**

**Date:** May 31, 2018

**Agenda Item:** Approval of Payment – Fire Truck Repair

**Prepared by:** Joey Barnard

**Subject:** Approval of payment to BST Fire Apparatus, LLC for repair to Fire Truck # 465

**Background/History:** The City of Morristown's Finance Department is seeking approval to pay an invoice to BST Fire Apparatus for extensive work that was completed on Fire Truck # 465. The Fire Truck was in need of multiple parts and repairs which resulted in three separate invoices being received from the vendor. The first invoice received was for a total of \$16,717.59, and the second for a total of \$8,455.23. Requisitions were entered prior to receiving these invoices and payments were made accordingly. A third invoice was received in the amount of \$33,310.21 however, no requisition was entered prior to receiving this invoice. The work completed was time sensitive and necessary to repair the Fire Truck.

**Financial Impact:** Funds have been appropriated in the budget to move forward with this payment.

**Action options/Recommendations:** The City of Morristown's Finance Department is seeking approval to pay BST Fire Apparatus for the open invoice in the amount of \$33,310.21.

**Attachments:** Invoice.



**Firetrucks & Emergency Vehicles**

**B.S.T. Fire Truck & Emergency Vehicles**

P.O. Box 12435  
Knoxville, TN 37912

8659388566

# Invoice

Date	Invoice #
5/9/2018	03248021318

Bill To	Vehicle	Odometer	Hours
Morristown Fire Dept./EMail P. O. Box 1499 Morristown, TN 37816	03248 2003 Pierce Unit E1 VIN 4P1CT02M23A003248	22153	7077

		P. O. Number	Terms	
			Due on receipt	
Item	Quantity	Description	Rate	Amount
Misc	1	Parts per Work Order #10407, see attached	11,160.12	11,160.12
Austin	94	Labor Hours	97.50	9,165.00
Gibson	21	Labor Hours	97.50	2,047.50
Jeremy	65	Labor Hours	97.50	6,337.50
Chris Mc	24	Labor Hours	97.50	2,340.00
*Scott	16	Labor Hours	97.50	1,560.00
Shipping	1	Shipping & Handling Charges	675.09	675.09
Shop		Supplies	25.00	25.00

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16

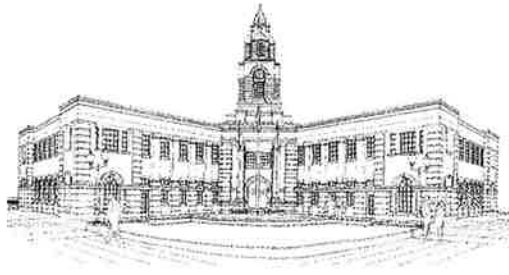
*Out Tag*

*Sharon B*

5/17/18

If you would prefer to receive your invoices by E-mail, please advise  
E-mail address. Send request to [sharonbstfire@yahoo.com](mailto:sharonbstfire@yahoo.com).

<b>Total</b>	\$33,310.21
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$33,310.21



## Morristown City Council Agenda Item Memo

**Date:** May 29, 2018

**Agenda Item:** Furniture Donation for Fire Station 4

**Prepared by:** Joey Barnard

**Subject:** Furniture – Fire Station 4

A donation in the amount of \$5,404.00 will be given to the City of Morristown to furnish Fire Station 4 with the below items. These items will be donated on behalf of Fire Marshal Eual Noah, by his daughters Natasha Morrison and Cortney Stepp.

Item	Price	Quantity	Total
Big Chief Bluetooth Recliner Badlands Walnut	\$375.00	2	\$750.00
Big Chief Sofa Badlands walnut	\$599.00	1	\$599.00
Metal Top Oak Side Table	\$175.00	3	\$525.00
Henna Rectangular Leg Table	\$215.00	1	\$215.00
Henna Side Chair (2/container)	\$65.00	3	\$195.00
Bayfield TV Stand	\$150.00	4	\$600.00
Bayfield Nightstand	\$85.00	12	\$1,020.00
Ruff Hewn Twin Footboard w/ 4 Slats	\$35.00	12	\$420.00
Ruff Hewn Twin Headboard	\$90.00	12	\$1,080.00
<b>Total</b>			<b>\$5,404.00</b>

**City of Morristown Line Item Transfer**

DOCUMENT NO. 1801  
 FUND NO. #110  
 FY 2018  
 Date 5/29/18

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41200-217	City Administrator - Employee Life Insurance	5,000	1,500	6,500
2	110-41200-383	City Administrator - Travel Business Expenses	15,000	(1,500)	13,500
3	110-41530-112	Finance - Overtime	2,500	2,000	4,500
4	110-41530-214	Finance - Employee Health Insurance	101,152	(16,100)	85,052
5	110-41530-221	Finance - Unemployment Insurance	0	7,150	7,150
6	110-41530-399	Finance - Other Contracted Services	23,500	6,000	29,500
7	110-41530-411	Finance - Office Supplies & Materials	9,000	250	9,250
8	110-41530-515	Finance - Property Taxes	0	700	700
9	110-41610-111	Purchasing - Wages	37,981	(2,600)	35,381
10	110-41610-112	Purchasing - Overtime	0	2,600	2,600
11	110-41610-355	Computer Operations - Computer / Data Processing	72,990	(1,600)	71,390
12	110-41640-523	Computer Operations - Property (Contents) Insurance	354	100	454
13	110-41640-964	Computer Operations - Office Equipment	25,000	1,500	26,500
14	110-41650-399	Human Resources - Other Contracted Services	7,250	2,700	9,950
15	110-41650-499	Human Resources - Other Supplies & Materials	500	350	850
16	110-41650-510	Human Resources - Insurance General Liability	3,414	500	3,914
17	110-41650-533	Human Resources - Equipment Rental / Lease	1,500	510	2,010
18	110-41650-378	Human Resources - Education Seminars & Training	11,500	(4,060)	7,440
19	110-41660-352	Legal Services - Legal Services	200,000	(1,000)	199,000
20	110-41660-399	Legal Services - Other Contracted Services	0	1,000	1,000
21	110-41710-111	Codes Enforcement - Wages	84,588	1,000	85,588
22	110-41710-119	Codes Enforcement - Holiday Pay	2,579	600	3,179
23	110-41710-214	Codes Enforcement - Employee Health Insurance	28,769	1,500	30,269
24	110-41710-226	Codes Enforcement - Clothing/Uniforms/Shoes	1,000	200	1,200
25	110-41710-399	Codes Enforcement - Other Contracted Services	45,000	(3,300)	41,700
26	110-41810-355	GIS - Computer / Data Processing	63,000	(1,650)	61,350
27	110-41810-383	GIS - Travel Business Expenses	4,000	1,650	5,650
28	110-42110-111	Police Administration - Wages	309,596	1,600	311,196
29	110-42110-213	Police Administration - TCRS	46,623	200	46,823
30	110-42110-355	Police Administration - Computer / Data Processing	69,310	(2,400)	66,910
31	110-42110-429	Police Administration - General Operating Supplies	1,100	600	1,700
32	110-42120-111	Patrol - Wages	2,854,066	(61,000)	2,793,066
33	110-42120-112	Patrol - Overtime	105,000	61,000	166,000
34	110-42120-119	Patrol - Holiday Pay	86,768	30,200	116,968
35	110-42120-214	Patrol - Employee Health Insurance	907,031	(43,000)	864,031
36	110-42129-219	Patrol - Workers Compensation Insurance	88,770	34,100	122,870
37	110-42120-330	Patrol - Legal Notices	0	400	400
38	110-42120-345	Patrol - Telephone Services	43,152	2,200	45,352
39	110-42120-378	Patrol - Education Seminars & Training	25,000	12,000	37,000
40	110-42120-399	Patrol - Other Contracted Services	8,500	3,000	11,500
41	110-42120-419	Patrol - Small Tools & Equipment	90,541	3,000	93,541
42	110-42120-431	Patrol - Gasoline & Diesel Fuel	190,500	(51,900)	138,600
43	110-42120-971	Patrol - Motor Equipment	314,500	10,000	324,500
44	110-42130-111	Investigations - Wages	877,887	(23,300)	854,587
45	110-42130-112	Investigations - Overtime	28,000	3,000	31,000
46	110-42130-119	Investigations - Holiday Pay	26,576	4,500	31,076
47	110-42130-219	Investigations - Workers Compensation Insurance	17,947	2,600	20,547
48	110-42130-310	Investigations - Postal Service	850	300	1,150
49	110-42130-364	Investigations - Repair & Maintenance Building & Grounds	14,000	(10,000)	4,000

LINE ITEM	ACCOUNT NO. <small>### XXXXX-###</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
50	110-42130-399	Investigations - Other Contracted Services	500	1,500	2,000
51	110-42130-431	Investigations - Gasoline & Diesel Fuel	18,000	(3,000)	15,000
52	110-42130-510	Investigations - Insurance General Liability	0	22,100	22,100
53	110-42130-523	Investigations - Property (Contents) Insurance	0	2,300	2,300
54	110-42210-345	Fire Administration - Telephone Services	4,000	900	4,900
55	110-42210-431	Fire Administration - Gasoline & Diesel Fuel	6,500	(900)	5,600
56	110-42220-111	Fire Inspections - Wages	182,090	(65,080)	117,010
57	110-42220-383	Fire Inspections - Travel Business Expenses	5,500	(1,500)	4,000
58	110-42220-386	Fire Inspections - Public Relations Expenses	3,500	1,500	5,000
59	110-42230-342	Fire Stations - Water & Sewer	18,500	(4,950)	13,550
60	110-42230-343	Fire Stations - Natural Gas & Propane	13,600	1,650	15,250
61	110-42230-411	Fire Stations - Office Supplies & Materials	500	300	800
62	110-42230-424	Fire Stations - Janitorial Supplies	22,000	(3,700)	18,300
63	110-42230-429	Fire Stations - General Operating Supplies	10,500	6,700	17,200
64	110-42240-111	Fire Fighting - Wages	3,630,576	(15,000)	3,615,576
65	110-42240-112	Fire Fighting - Overtime	250,000	70,000	320,000
66	110-42240-214	Fire Fighting - Employee Health Insurance	1,137,611	(55,000)	1,082,611
67	110-42240-351	Fire Fighting - Medical Services	2,000	4,480	6,480
68	110-42240-359	Fire Fighting - Other Professional Services	30,000	3,600	33,600
69	110-42240-361	Fire Fighting - Repair & Maintenance Vehicles	500	3,200	3,700
70	110-42240-371	Fire Fighting - Subscriptions & Books	3,500	1,000	4,500
71	110-42240-378	Fire Fighting - Education Seminars & Training	8,000	1,500	9,500
72	110-42240-399	Fire Fighting - Other Contracted Services	7,000	2,500	9,500
73	110-42240-419	Fire Fighting - Small Tools & Equipment	3,100	1,200	4,300
74	110-42240-431	Fire Fighting - Gasoline & Diesel Fuel	40,000	(6,000)	34,000
75	110-42240-433	Fire Fighting - Vehicle Parts/Oil/Fluid/Tires	90,000	67,000	157,000
76	110-42240-489	Fire Fighting - Fire & Medical Response	15,000	600	15,600
77	110-42240-510	Fire Fighting - Insurance General Liability	119,500	(14,000)	105,500
78	110-42400-111	Inspections - Wages	265,931	2,200	268,131
79	110-42400-134	Inspections - Christmas Bonus & Longevity	1,545	115	1,660
80	110-42400-213	Inspections - TCRS	39,747	150	39,897
81	110-42400-214	Inspections - Employee Health Insurance	72,156	(3,965)	68,191
82	110-42400-219	Inspections - Workers Compensation Insurance	5,687	125	5,812
83	110-42400-226	Inspections - Clothing/Uniform/shoes	1,000	250	1,250
84	110-42400-351	Inspections - Medical Services	0	125	125
85	110-42400-533	Inspections - Equipment Rental/Lease	2,400	1,000	3,400
86	110-42400-219	PW Administration - Workers Compensation Insurance	6,962	(2,900)	4,062
87	110-43110-310	PW Administration - Postal Service	25	500	525
88	110-43110-345	PW Administration - Telephone Services	1,900	1,000	2,900
89	110-43110-413	PW Administration - Office Equipment	0	650	650
90	110-43110-429	PW Administration - General Operating Supplies	300	750	1,050
91	110-43120-134	PW Building & Grounds - Christmas Bonus & Longevity	1,015	175	1,190
92	110-43120-345	PW Building & Grounds - Telephone Services	13,000	1,500	14,500
93	110-43120-364	PW Building & Grounds - Repair & Maint Building & Grounds	100,000	(2,375)	97,625
94	110-43120-399	PW Building & Grounds - Other Contracted Services	62,750	6,000	68,750
95	110-43120-424	PW Building & Grounds - Janitorial Supplies	12,000	700	12,700
96	110-43120-429	PW Building & Grounds - General Operating Supplies	20,000	(6,000)	14,000
97	110-43130-134	PW Equipment Shop - Christmas Bonus & Longevity	2,660	160	2,820
98	110-43130-361	PW Equipment Shop - Repair & Maintenance Vehicles	2,500	(860)	1,640
99	110-43130-378	PW Equipment Shop - Education Seminars & Training	2,000	(1,500)	500
100	110-43130-433	PW Equipment Shop - Vehicle Parts/Oil/Fluid/Tires	3,000	1,000	4,000
101	110-43130-562	PW Equipment Shop - Landfill Fee/Disposition Charges	0	1,200	1,200
102	110-43140-219	PW Street Repairs & Maint - Workers Compensation Insurance	18,725	3,000	21,725
103	110-43140-310	PW Street Repairs & Maint - Postal Service	25	300	325
104	110-43140-375	PW Street Repairs & Maint - Membership & Dues	0	180	180

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
106	110-43140-431	PW Street Repairs & Maint - Gasoline & Diesel Fuel	50,000	(3,480)	46,520
106	110-43150-431	PW Street Lighting & Signs - Gasoline & Diesel Fuel	7,500	(350)	7,150
107	110-43150-523	PW Street Lighting & Signs - Property (Contents) Insurance	50	350	400
108	110-43160-111	PW Brush P/U & Snow Removal - Wages	508,923	25,000	533,923
108	110-43160-134	PW Brush P/U & Snow Removal - Christmas Bonus & Longevity	6,410	255	6,665
110	110-43160-213	PW Brush P/U & Snow Removal - TCRS	80,293	1,325	81,618
111	110-43160-214	PW Brush P/U & Snow Removal - Employee Health Insurance	186,819	12,800	199,619
112	110-43160-330	PW Brush P/U & Snow Removal - Legal Notices	400	200	600
113	110-43160-359	PW Brush P/U & Snow Removal - Other Professional Services	5,000	(4,000)	1,000
114	110-43160-361	PW Brush P/U & Snow Removal - Repair & Maint Vehicles	12,500	(5,000)	7,500
115	110-43160-362	PW Brush P/U & Snow Removal - Repair & Maint Operations Equip	30,000	(10,000)	20,000
116	110-43160-375	PW Brush P/U & Snow Removal - Memberships & Dues	0	180	180
117	110-43160-399	PW Brush P/U & Snow Removal - Other Contracted Services	4,000	9,000	13,000
118	110-43160-431	PW Brush P/U & Snow Removal - Gasoline & Diesel Fuel	90,000	(25,000)	65,000
119	110-43160-433	PW Brush P/U & Snow Removal - Vehicle Parts/Oil/Fluid/Tires	90,000	12,000	102,000
120	110-43160-458	PW Brush P/U & Snow Removal - Salt/Sodium Chloride	85,000	(42,835)	42,165
121	110-43160-999	PW Brush P/U & Snow Removal - Other Capital Outlay	5,000	4,000	9,000
122	110-43175-111	PW Communication Shop - Wages	94,310	2,725	97,035
123	110-43175-112	PW Communication Shop - Overtime	5,000	6,025	11,025
124	110-43175-210	PW Communication Shop - FICA	6,226	210	6,436
125	110-43175-213	PW Communication Shop - TCRS	14,922	1,275	16,197
126	110-43175-219	PW Communication Shop - Workers Compensation Insurance	2,275	2,500	4,775
127	110-43175-375	PW Communication Shop - Membership & Dues	0	540	540
128	110-43175-399	PW Communication Shop - Other Contracted Services	980	7,600	8,580
129	110-43175-429	PW Communication Shop - General Operating Supplies	500	1,200	1,700
130	110-43180-451	PW Sidewalks - Concrete Products	20,000	50,000	70,000
131	110-43180-931	PW Sidewalks - Roads, Streets & Parking	157,000	(50,000)	107,000
132	110-43190-310	PW Traffic Devices - Postal Service	100	500	600
133	110-43190-341	PW Traffic Devices - Electricity	23,500	1,500	25,000
134	110-43190-360	PW Traffic Devices - Repairs & Maint Communications	4,000	(2,000)	2,000
135	110-43190-378	PW Traffic Devices - Education Seminars & Training	2,000	(2,000)	-
136	110-43190-383	PW Traffic Devices - Travel Business Expenses	1,000	(600)	400
137	110-43190-433	PW Traffic Devices - Vehicle Parts/Oil/Fluid/Tires	0	2,600	2,600
138	110-44410-345	Park & Rec Administration - Telephone Services	2,700	475	3,175
139	110-44410-413	Park & Rec Administration - Office Equipment	8,000	(475)	7,525
140	110-44420-111	Park & Rec Playground & Programs - Wages	90,379	13,000	103,379
141	110-44420-114	Park & Rec Playground & Programs - Wages Temporary	110,000	(8,275)	101,725
142	110-44420-213	Park & Rec Playground & Programs - TCRS	13,460	650	14,110
143	110-44420-214	Park & Rec Playground & Programs - Employee Health Insurance	28,793	275	29,068
144	110-44420-219	Park & Rec Playground & Programs - Workers Comp Ins	10,614	(2,000)	8,614
145	110-44420-221	Park & Rec Playground & Programs - Unemployment Ins	0	6,500	6,500
146	110-44420-375	Park & Rec Playground & Programs - Membership & Dues	16,000	(3,500)	12,500
147	110-44420-383	Park & Rec Playground & Programs - Travel Business Expenses	0	350	350
148	110-44420-429	Park & Rec Playground & Programs - General Operating Supplies	70,000	(2,000)	68,000
149	110-44420-533	Park & Rec Playground & Programs - Equipment Rental/Lease	12,000	(5,000)	7,000
150	110-44430-111	Park & Rec Maintenance - Wages	335,964	37,000	372,964
151	110-44430-114	Park & Rec Maintenance - Wages Temporary	145,000	(13,600)	131,400
152	110-44430-213	Park & Rec Maintenance - TCRS Contribution	51,139	2,600	53,739
153	110-44430-219	Park & Rec Maintenance - Workers Compensation Insurance	10,948	5,000	15,948
154	110-44430-341	Park & Rec Maintenance - Electricity	68,000	2,500	70,500
155	110-44430-342	Park & Rec Maintenance - Water & Sewer	50,000	(3,000)	47,000
156	110-44430-362	Park & Rec Maintenance - Repair / Maint Operations Equipment	11,000	10,000	21,000
157	110-44430-364	Park & Rec Maintenance - Repair & Maint Building & Grounds	27,000	11,000	38,000
158	110-44430-399	Park & Rec Maintenance - Other Contracted Services	47,800	(7,000)	40,800
159	110-44430-429	Park & Rec Maintenance - General Operating Supplies	33,500	2,000	35,500

LINE ITEM	ACCOUNT NO. <small>000-000000-0000</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
160	110-44430-433	Park & Rec Maintenance - Vehicle Parts/Oil/Fluid/Tires	10,000	6,500	16,500
161	110-44430-446	Park & Rec Maintenance - Splash Pad Supplies	1,500	300	1,800
162	110-44430-451	Park & Rec Maintenance - Concrete Products	8,000	(5,000)	3,000
163	110-44430-465	Park & Rec Maintenance - Asphalt	1,500	(1,500)	-
164	110-44430-971	Park & Rec Maintenance - Landfill Fee/Disposal Charges	2,000	2,400	4,400
165	110-44430-999	Park & Rec Maintenance - Other Capital Outlay	49,200	(49,200)	-
166	110-46510-111	Community Development Admin - Wages	59,050	2,400	61,450
167	110-46510-213	Community Development Admin - TCRS	8,844	350	9,194
168	110-46510-330	Community Development Admin - Legal Notices	1,000	1,100	2,100
169	110-46510-359	Community Development Admin - Other Professional Services	3,000	(3,000)	-
170	110-46510-378	Community Development Admin - Education Seminars & Training	5,000	(2,650)	2,350
171	110-46510-399	Community Development Admin - Other Contracted Services	8,000	1,800	9,800
172	110-48100-330	Airport - Legal Notices	400	2,500	2,900
173	110-48100-330	Airport - Repair & Maint Building/Grounds	25,000	2,000	27,000
174	110-48100-399	Airport - Other Contracted Services	31,856	16,000	47,856
175	110-48100-999	Airport - Other Capital Outlay	1,176,800	(20,500)	1,156,300
176	110-81000-616	Special Appropriations - Economic Development	271,500	2,000	273,500
177	110-81000-620	Special Appropriations - TIF Payments	300,000	(2,000)	298,000
COLUMN TOTALS			\$ 17,707,254	\$ -	\$ 17,707,254

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

**City of Morristown Line Item Transfer**

DOCUMENT NO. 1803  
 FUND NO. #435  
 FY 2018  
 Date 5/29/18

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-###-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	435-43210-111	Sanitation Department - Wages	431,484	5,000	436,484
2	435-43210-134	Sanitation Department - Christmas Bonus & Longevity	5,635	165	5,800
3	435-43210-433	Sanitation Department - Veh Parts/Oil/Fluid/Tires	65,000	14,000	79,000
4	435-43210-562	Sanitation Department - Landfill Fee / Disposition	410,000	(19,165)	390,835
5	435-44500-112	Curbside Recycle - Overtime	750	2,500	3,250
6	435-44500-214	Curbside Recycle - Employee Health Insurance	28,720	10,500	39,220
7	435-44500-217	Curbside Recycle - Employee Life Insurance	423	100	523
8	435-44500-399	Curbside Recycle - Other Contracted Services	55,000	(14,100)	40,900
9	435-49180-711	Debt Principal	25,639	1,000	26,639
<b>COLUMN TOTALS</b>			<b>1,022,651</b>	<b>\$0</b>	<b>\$1,022,651</b>

JUSTIFICATION / EXPLANATION FOR REQUEST:

**Line Item transfers for Fiscal Year ending June 30, 2018. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.**

SIGN / DATE

DEPARTMENT DIRECTOR

APPROVED / DATE

ASSISTANT CITY ADMINISTRATOR

APPROVED / DATE

CITY ADMINISTRATOR

APPROVED / DATE

CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY:

DATE

**City of Morristown Line Item Transfer**

**DOCUMENT NO.** 1804  
**FUND NO.** #440  
**FY** 2018  
**Date** 5/29/18

**LINE ITEM TRANSFER(S)** X

LINE ITEM	ACCOUNT NO. ###-####-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	440-43292-378	Storm Water Administration - Education Seminars & Training	0	215	215
2	440-43292-383	Storm Water Administration - Travel Business Expense	0	155	155
3	440-43293-330	Storm Water Drainway Maint - Legal Notices	0	100	100
4	440-43293-366	Storm Water Drainway Maint - Permits	0	11,000	11,000
5	440-43293-999	Storm Water Drainway Maint - Other Capital Outlay	735,000	(81,470)	653,530
6	440-49190-798	Storm Water Bond Principal - Paying Agent Fees	0	70,000	70,000
<b>COLUMN TOTALS</b>			<b>735,000</b>	<b>\$0</b>	<b>\$735,000</b>

JUSTIFICATION / EXPLANATION FOR REQUEST:

**Line Item transfers for Fiscal Year ending June 30, 2018. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.**

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

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AMENDMENT POSTED BY: \_\_\_\_\_ DATE \_\_\_\_\_

**City of Morristown Line Item Transfer**

DOCUMENT NO. 1802  
 FUND NO. #126  
 FY 2018  
 Date 5/29/18

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-####-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	126-42170-330	Narcotics - Legal Notices	0	320	320
2	126-42170-361	Narcotics - Repair & Maintenance Vehicles	1,000	2,500	3,500
3	126-42170-378	Narcotics - Education Seminars & Training	0	800	800
4	126-42170-383	Narcotics - Travel Business Expense	0	3,000	3,000
5	126-42170-429	Narcotics - General Operating Supplies	3,000	3,200	6,200
6	126-42170-433	Narcotics - Vehicle Parts Oil/Parts/Fluid/Tires	5,000	2,000	7,000
7	126-42170-694	Narcotics - Undercover Expenses	65,000	(11,820)	53,180
<b>COLUMN TOTALS</b>			<b>74,000</b>	<b>\$0</b>	<b>\$74,000</b>

JUSTIFICATION / EXPLANATION FOR REQUEST:

**Line Item transfers for Fiscal Year ending June 30, 2018. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.**

SIGN / DATE \_\_\_\_\_

DEPARTMENT DIRECTOR

APPROVED / DATE \_\_\_\_\_

ASSISTANT CITY ADMINISTRATOR

APPROVED / DATE \_\_\_\_\_

CITY ADMINISTRATOR

APPROVED / DATE \_\_\_\_\_

CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY: \_\_\_\_\_ DATE \_\_\_\_\_