

**WORK SESSION AGENDA
MARCH 6, 2018
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MARCH 6, 2018 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Campbell, Chaplain Unit Squad Leader, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. February 20, 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. Ordinance No. 3600

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, and Chapter 9 (Local Business District) of the Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 17 (Refuse and Trash Disposal) Chapter 1 (Refuse Storage and Collection) Sections 110 and 113 of the Morristown Municipal Code.

{Public Hearing March 20, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of Grant Contract between the State of Tennessee, Tennessee Department of Environment and Conservation (TDEC) and the City of Morristown for the provision of the 2016 LPRF City of Morristown Multiple Park Improvements in the amount of \$500,000.
2. Approval of Contract between the City of Morristown and the East Tennessee Development District (ETDD) will provide administrative services in order to implement a FastTrack Infrastructure Development Project.
3. Approval of Agreement between the City of Morristown and Petoskey Plastics to establish the financial relationships related to project funded by Tennessee Department of Economic and Community Development and Petoskey for FastTrack grant.
4. Approval of Online Auction Memo of Understanding between GovDeals, Inc. and the City of Morristown to provide for sale and for potential buyers to bid on assets via an online auction system.
5. Approval of Request for Qualifications (RFQ) for Morristown City Center Plaza Project. The selection committee recommends Design Innovation Architects, Inc., for approval as the consultant for the project and allow City Administrator, Tony Cox, to negotiate a contract with them based on the terms presented in the RFQ.
6. Approval of proposal for a drainage analysis of the East Tennessee Progress Center by LDA Engineering in the not to exceed amount of \$16,000.

7. Approval of Purchase of fifteen (15) Tasers, Batteries and Holsters in the total amount of \$17,685.00 from TASER International, a sole source provider.

9-d. Board/Commission Appointments

1. Mayor's appointment(s) or re-appointment(s) to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2022; terms expiring Wanda Neal and Rose Parella (regional representative residing in UGB).

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

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

Mar. 13, 2018	(Tues) 1:00 p.m.	Called Work Session, Training Room, Lose & Assoc. Update – Heritage Park, Public Works/Community Cntr.
Mar. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 20, 2018	(Tues) 5:00 p.m.	Beer Board Meeting
Mar. 30, 2018	(Friday)	City Employee's Holiday Good Friday
Apr. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 17, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 1, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
May 1, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 15, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
May 15, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
May 15, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 28, 2018	(Monday)	City Employee's Holiday Memorial Day
Jun. 5, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jun. 5, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
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

**WORK SESSION AGENDA
MARCH 6, 2018**

1. No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
FEBRUARY 20, 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 4:00 p.m., Tuesday, February 20, 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.

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

Councilmember Senter made a motion to approve the February 6, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Ordinance No. 3597 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3597

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 7 (Fire Protection and Emergency Medical Service) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve Ordinance No. 3598 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3598

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 15 (Motor Vehicles, Traffic and Parking) of the Morristown Municipal Code.

Councilmember Alvis made a motion to approve Ordinance No. 3599 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3599

An Ordinance of the City Council of Morristown, Tennessee, amending Title 20 (Miscellaneous) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve Ordinance No. 3580.02 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3580.02

An Ordinance to Amend Ordinance Number 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$1,000,000; Necessary to Cover the Costs for the Purchase of Property within East Tennessee Progress Center and to Reclassify Funds from other appropriated line items for the Replacement of Body Worn Cameras for the Police Department.

Councilmember Pedigo made a motion to approve Ordinance No. 3600 on first reading and schedule a public hearing relative to final passage of said ordinance for March 6, 2018. Councilmember Alvis seconded the motion. Discussion ensued. Upon roll call; all voted “aye”.

Ordinance No. 3600

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Local Business (LB).

Councilmember Pedigo made a motion to approve the agreement between the City of Morristown, on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), and WSP, USA Inc., for the development of the State Route 474/Merchants Greene Boulevard/State Route 66 Corridor Study; in the amount of \$101,485. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the grant contract amendment between the State of Tennessee, Department of Transportation and the City of Morristown, to add Consolidated Planning Grant Funds; there is no additional funds it just combines the two grants into one grant. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the request to incur cost prior to contract execution under the FastTrack Infrastructure Development

Program for the site preparation project for Colortech, Inc. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the temporary workspace/access agreement between the City of Morristown and East Tennessee Natural Gas, LLC. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the bid to secure all door and window openings of the structure located at 203 West 2nd North Street, telephone building, in the amount of \$17,640 to Carlyle Construction, LLC. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the purchase of Christmas decorations (Wreaths), for Downtown from Mosca Design in the amount of \$4,202.50. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of Christmas Decorations (Garland) for Downtown from Mosca Design in the amount of \$7,726.70. Councilmember Smith seconded the motion. During discussion, Councilmember Alvis asked that the motion be amended to state if Crossroads Downtown Partnerships should receive the \$2,000 grant that they have applied for it would be given to the city to defer some of this cost. Councilmembers Senter and Smith agreed to the amendment, and upon roll call; all voted “aye”.

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

Councilmember Senter made a motion to approve the minor corrections to the Employee Handbook. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the hiring of Scotty Cauthen and Adam Kimbrough as entry-level Patrol Officers, Morristown Police Department. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the promotion of Tracy Bowman to Detective Corporal, Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the February 20, 2018, City Council meeting at 5:43 p.m.

MAYOR

ATTEST:

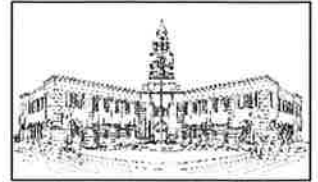
CITY ADMINISTRATOR

DRAFT

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 6th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

BACKGROUND:

At the first reading of the proposed Local Business (LB) District text amendment, City Council raised some concerns on the following proposed permitted uses: Car Washes and Cemeteries. In order to move these to “uses permitted on review,” there needs to be a set of criteria or conditions for the Board of Zoning Appeals to judge their appropriateness. Thus, staff proposes the following criteria:

Car Washes

- a. Must be limited to three (3) bays
- b. Must be a minimum of 75’ from all residential dwellings
- c. Must provide a buffer if a residential district or use is adjacent to this property
- d. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
- e. Hours of operation must be limited to 7 am to 9 pm

Cemeteries

- a. The Cemetery must be an accessory use

RECOMMENDATION:

Staff recommends approval of the proposed Local Business text amendments.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 6th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

14-203 DEFINITIONS

51. **BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE)** means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
165. **RESTAURANT (LIMITED SERVICE)** means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
168. **RETAIL SALES ESTABLISHMENT (LIMITED SERVICE)** means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9
(LB) LOCAL BUSINESS DISTRICT

SECTION

- 14-901. LB LOCAL BUSINESS DISTRICT.
- 14-902. USES PERMITTED.
- 14-903. USES PERMITTED ON REVIEW.
- 14-904. DEPTH OF FRONT YARD.
- 14-905. DEPTH OF REAR YARD.
- 14-906. DEPTH OF SIDE YARDS.
- 14-907. BUILDING AREA.
- 14-908. BUILDING HEIGHT.
- 14-909. PROVISIONS GOVERNING PARKING.
- 14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES.

Chapter 9
LB LOCAL BUSINESS DISTRICT
(3447-7/3/2012)

14-901. LB LOCAL BUSINESS DISTRICT

~~The Local Business District is a commercial infill and traditional commercial neighborhood district intended to permit the development of mixed use and traditional commercial neighborhood into the existing pattern of buildings by reuse of buildings as appropriate, the repetition of historic patterns as appropriate, the integration of parking, recreational facilities and other use elements in a manner that does not detract from historic elements but utilizes existing topographic features. The district shall encourage the creation of new neighborhoods that are pedestrian oriented and create streetscapes compatible with existing buildings~~

The Local Business (LB) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

14-902. USES PERMITTED

1. Accessory structures/buildings.
2. ~~Architect's and Artist's Studios (limited practice).~~
3. ~~Bakery goods store.~~
4. Bank.
5. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
6. **Bed and Breakfast Operations**
7. ~~Book store.~~
8. **Business, Professional or Governmental Offices (Limited Practice)**
9. ~~Candy store.~~
10. **Churches, Synagogues, Temples, Parsonages and Parish Houses, and other Places of Worship**
11. ~~Clothing store.~~
12. ~~Delicatessen.~~
13. ~~Dentists (limited practice).~~
14. ~~Doctors (limited practice).~~
15. ~~Drug store.~~
16. ~~Dry cleaning pick-up station.~~
17. ~~Florist shop.~~
18. ~~Fruit market.~~
19. Gasoline service station.
20. ~~Grocery store.~~
21. ~~Hardware store.~~
22. ~~Health salon.~~
23. **Home Occupations (subject to Section 14-228)**
24. ~~Ice cream store.~~
25. ~~Jewelry store.~~
26. Kindergartens and child nurseries.
27. ~~Lawyers (limited practice).~~
28. ~~Laundry pick-up station.~~
29. ~~Meat market.~~
30. ~~News stand.~~

31. ~~Optometrists (limited practice).~~
32. Plant and Flower nurseries.
33. ~~Psychiatrists (limited practice).~~
34. ~~Psychologist (limited practice).~~
35. ~~Radio store and repair shop.~~
36. Residential (single family, two-family, and multi- family).
37. ~~Restaurant~~
38. Restaurant (Limited Service)
39. Retail Sales Establishment (Limited Service)
40. Rooming or Boarding House
41. Self-service laundry.
42. ~~Shoe store.~~
43. ~~Tailor shop.~~
44. ~~Television store and repair shop.~~
45. ~~Variety store.~~

14-903. USES PERMITTED ON REVIEW

1. ~~Architectural Offices.~~
2. ~~Barber Shops~~
3. ~~Beauty Shops~~
4. ~~Bed and Breakfast Operations~~
5. ~~Cemeteries~~
6. ~~Churches, Synagogues, Temples and other places of worship~~
7. ~~Convalescent and Nursing Homes.~~
8. ~~Country Clubs and Golf Courses (public or private).~~
9. ~~Dentist Offices.~~
10. ~~Doctor Offices.~~
11. ~~Engineering Offices.~~
12. ~~General Office.~~
13. ~~Governmental (or Public) Building.~~
14. ~~Human Care Clinics.~~
15. ~~Institutions for Higher Education.~~
16. ~~Schools~~

Car Washes

- a. Must be limited to three (3) bays
- b. Must be a minimum of 75' from all residential dwellings
- c. Must provide a buffer if a residential district or use is adjacent to this property
- d. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
- e. Hours of operation must be limited to 7 am to 9 pm

Cemeteries

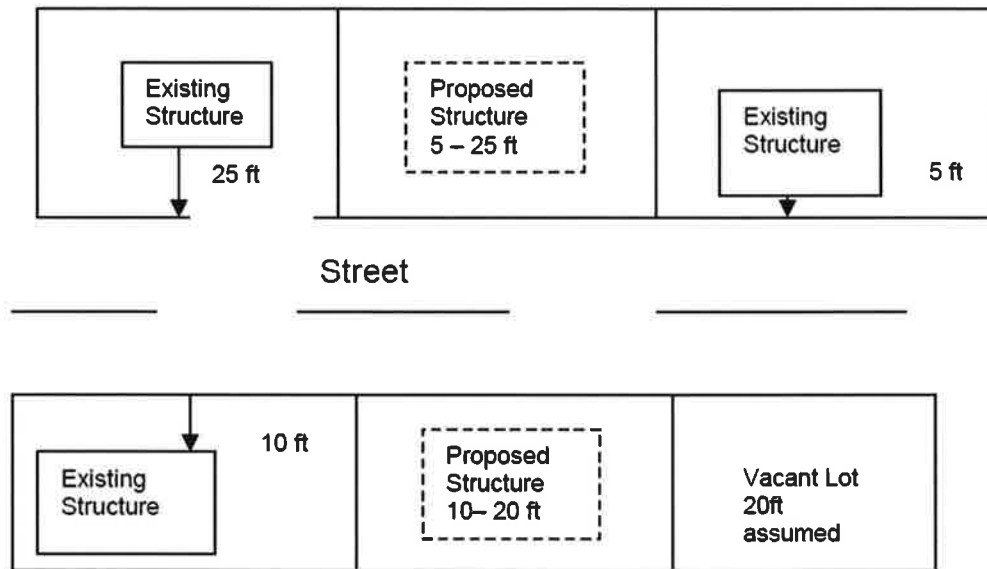
- a. The Cemetery must be an accessory use

Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities

- a. Must be located on a Collector or Arterial Street
- b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

The depth of the front yard setback shall be determined by measuring the front yard setback of the adjacent properties from the front property line to the principal building to determine a minimum and maximum setback from the front property line. Any principal building on any lots shall be located no nearer or farther than the front yard setbacks of the adjacent property. If adjacent property is vacant then a front yard setback of adjacent property shall be twenty (20) feet so that minimum and maximum can be set (See Figure Below).



14-905. DEPTH OR REAR YARD

1. The case of a lot where the rear lot line coincides with the lot line of a lot in a residential district, any principal building shall be located no nearer than twenty (20) feet to said rear lot line.
2. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said rear lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line, in cases other than those as set forth above in subsections 1 and 2.

14-906. DEPTH OF SIDE YARDS

1. In the case of a lot where the side lot line coincides with the lot line of a lot in a residential district, any principal building shall set back from said lot line in accordance with the provisions governing width of side yards in the residential district.
2. In the case of a lot where the side lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said side lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the side lot line, in cases other than those as set forth above in subsections 1 and 2.

14-907. BUILDING AREA

The principal building and accessory buildings on any lot shall not cover more than seventy-five (75) percent of the total area of said lot.

14-908. BUILDING HEIGHT

Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures ~~should~~ shall have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

ORDINANCE NO. 3600

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2, AND CHAPTER 9 (LOCAL BUSINESS DISTRICT) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, 14-203 Definitions and Chapter 9, Local Business District be approved as follows:

Chapter 2, 14-203 Definitions

51. BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE) means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
165. RESTAURANT (LIMITED SERVICE) means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
168. RETAIL SALES ESTABLISHMENT (LIMITED SERVICE) means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9, LB LOCAL BUSINESS DISTRICT

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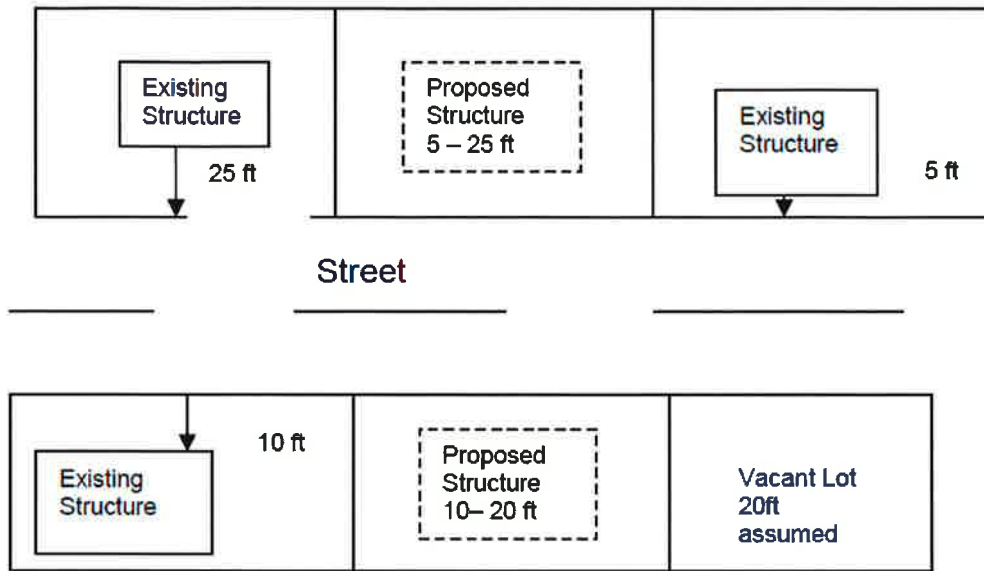
3. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
4. Bed and Breakfast Operations
5. Business, Professional or Governmental Offices (Limited Practice)
6. Churches, Synagogues, Temples, Parsonages and Parish Houses, and other Places of Worship.
7. Gasoline service station.
8. Home Occupations (subject to Section 14-228)
9. Kindergartens and child nurseries.
10. Plant and Flower nurseries.
11. Residential (single family, two-family, and multi- family).
12. Restaurant (Limited Service)
13. Retail sales establishment (Limited Service)
14. Rooming or Boarding House
15. Self-service laundry.

14-903. USES PERMITTED ON REVIEW

1. Car Washes
 - a. Must be limited to three (3) bays
 - b. Must be a minimum of 75' from all residential dwellings
 - c. Must provide a buffer if a residential district or use is adjacent to this property
 - d. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
 - e. Hours of operation must be limited to 7 am to 9 pm
2. Cemeteries
 - a. The Cemetery must be an accessory use
3. Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities
 - a. Must be located on a Collector or Arterial Street
 - b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

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Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures shall have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

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

Passed on first reading this the 20th day of February 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of March 2018.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. _____,

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 17 (REFUSE AND TRASH
DISPOSAL), CHAPTER 1 (REFUSE STORAGE AND COLLECTION),
SECTIONS 110 & 113 OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 17, Chapter 1, Sections 110 & 114 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“17-110. Fees established, collection rules and regulations.

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

(2) Fee amount. The residential, nonresidential and small commercial garbage service user fee is established at the rate of fifteen dollars (\$15.00) per month per MHC located at the premises. This fee shall be effective as of July 1, 2018, with the prior ten dollar (\$10.00) fee remaining in place until such time.

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

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

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

Customer	Furnished	Purchase
Single family, town homes, separately-owned condominiums	1	1
Small commercial	1	3
2, 3, or 4 unit structures	2	2
5 or 6 unit structures	3	3
7 or 8 unit structures	4	4
9 or 10 unit structures	5	5

The maximum number of MHCs, including purchased MHCs, at a single structure multi-family dwelling, shall not exceed ten (10) carts. Multi-family dwellings within the same complex under separate ownership will be considered as separate structures. For example, if three (3) ten (10) unit structures are located in one (1) complex and each is separately owned, then fifteen (15) MHCs would be furnished.

17-113. Penalties for violations of this ordinance.

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

(2) Any person violating the provisions of this chapter may be assessed a civil penalty by the city not to exceed fifty dollars (\$50.00) per day, plus any associated court costs, and the repayment of administration costs incident to the correction of the municipal violation up to five hundred dollars (\$500.00) for each day of violation. Each day of violation shall constitute a separate offense for which the person in violation will be liable.

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

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

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

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

PASSED ON FIRST READING THIS THE 6TH DAY OF MARCH 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF MARCH 2018.

MAYOR


ATTEST:

CITY ADMINISTRATOR



GOVERNMENTAL GRANT CONTRACT

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

Begin Date April 15, 2018	End Date April 14, 2020	Agency Tracking # 32701-03435	Edison ID 57660		
Grantee Legal Entity Name CITY OF MORRISTOWN			Edison Vendor ID 0000004108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # - N/A Grantee's fiscal year end - 06/30			
Service Caption (one line only) Local Park and Recreation Fund grant for 2016 LPRF Morristown Multiple Park Improvements.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$500,000.00				\$500,000.00
2019					
2020					
TOTAL:	\$500,000.00				\$500,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection					
Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Park and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.					
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG	
Speed Chart (optional) EN00016412		Account Code (optional) 71302000 - City			

327.19

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of 2016 LPRF City of Morristown Multiple Park Improvements, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #: 0000004108.

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities: (1) ☐ land acquisition for local parks, natural areas, greenways; (2) ☐ land acquisition for recreational facilities; (3) ☒ trail development; and (4) ☒ capital projects in parks, natural areas, and greenways. Further details are provided in Attachment A.
- A.3. The Grantee agrees to comply with the provisions of the Local Park and Recreation Fund Manual.
- A.4. The Grantee has been provided a copy of the Local Park and Recreation Fund Manual.
- A.5. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 15, 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. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, 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 Five Hundred Thousand Dollars (\$500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Environment and Conservation
 Recreation Education Services
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, 2nd Floor
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Environment and Conservation, Recreation Educational Services 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-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

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

Gerald F. Parish, Jr., Director
Recreation Educational Services Division
Tennessee Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, Tennessee 37243
Email Address: Gerald.Parish@tn.gov
Telephone # (615) 532-0748
FAX # (615) 532-0732

The Grantee:

Honorable Gary Chesney
Mayor of Morristown
415 West Louise Avenue
Morristown, TN 37813
Email Address: cprice@mymorristown.com
Telephone #: 423.486.0260
FAX #: 423.318.1544

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. 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 B.

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. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.3. 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
CITY OF MORRISTOWN – Local Park and Recreation Fund				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: April 15, 2018		END: April 14, 2020		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$71,708.00	\$71,708.00	\$143,416.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	\$428,292.00	\$428,292.00	\$856,584.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	\$500,000.00	\$500,000.00	\$1,000,000.00

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

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

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

**CITY OF MORRISTOWN
ATTACHMENT A**

GRANT BUDGET LINE-ITEM DETAIL:

SUPPLIES, EQUIPMENT RENTAL & MAINTENANCE	AMOUNT
Fred Miller Park - Wing Wall Climber Replacement, Caterpillar Climber Replacement, Removal and replacement Swing Bay Mats and new clamps/rivets on main playground, playground surfacing, HIC test, restroom renovation, amenities, and ADA upgrades	\$42,574.00
Civic Park Shelter Replacement materials	\$35,000.00
Popkin Field - Playground Replacement, HIC test and playground surfacing	\$30,000.00
Frank Lorino Park - Renovations, amenities and ADA upgrades for Challenger concession / restroom; Shuck restroom; Disc Golf restroom; and Barron concession / restroom	\$25,534.00
Hillcrest Park - concession / restroom renovation, amenities, and ADA upgrades	\$4,979.00
Wayne Hansard Park - restroom renovation, amenities, and ADA upgrades	\$5,329.00
TOTAL	\$143,416.00

CAPITAL PURCHASE	AMOUNT
Civic Park - ADA and Accessibility Upgrades	\$11,375.00
TOTAL	\$11,375.00

CAPITAL PURCHASE	AMOUNT
Frank Lorino Park - New Trail Paving Area	\$94,276.00
Frank Lorino Park - Paved Parking Lot 1. Barron #1/Shelter Area	\$90,285.00
Frank Lorino Park - Paved Parking Lot 2. Barron #3 and #4	\$197,648.00
Frank Lorino Park - Paved Road at skate Park/BMX Track	\$11,438.00
TOTAL	\$393,647.00

CAPITAL PURCHASE	AMOUNT
Fred Miller Park Trail Outer Loop approximately 10 lf wide by 2,733 Linear feet hard surface path.	\$165,500.00
TOTAL	\$165,500.00

**CITY OF MORRISTOWN
ATTACHMENT A**

CAPITAL PURCHASE	AMOUNT
Hillcrest Park - Pave areas for ADA parking access and walkways	\$18,000.00
TOTAL	\$18,000.00

CAPITAL PURCHASE	AMOUNT
Popkin Field Park - Trail access and expansion w/ADA access	\$49,000.00
TOTAL	\$49,000.00

CAPITAL PURCHASE	AMOUNT
Wayne Hansard Park - ADA Upgrade/Trail Expansion	\$120,062.00
Wayne Hansard Park Main Parking Lot Paving	\$99,000.00
TOTAL	\$219,062.00

ATTACHMENT B**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number: **0000004108**.

Is **CITY OF MORRISTOWN** a parent? Yes ☐ No ☐

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

Is **CITY OF MORRISTOWN** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

CONTRACT

Between

City of Morristown
and
East Tennessee Development District

THIS CONTRACT, by and between the City of Morristown and the East Tennessee Development District, hereinafter referred to as the GRANTEE and ETDD, respectively.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract according to the provisions set out herein:

A. ETDD agrees to perform the services as follows:

Responsibilities of ETDD are to provide administrative services to GRANTEE in order to implement a FastTrack Infrastructure Development Program (FIDP) Project that will assist with infrastructure and/or site preparation activities at the Petosky Plastics facility site in the City of Morristown, Tennessee in accordance with all guidelines of the Tennessee Department of Economic and Community Development. Consultant services may include, but not be limited to:

- (1) Attendance at required conferences and training sessions;
- (2) Establishment and maintenance of a record keeping system to include financial record keeping, preparation and submission of requests for payment and preparation of project close-out reports;
- (3) Review of bid documents for conformance with applicable regulations;
- (4) Supervision of procurement activities relevant to the FIDP project;
- (5) In cooperation with the Tennessee Department of Labor, provide supervision of contractual activities to ensure compliance with equal opportunity employment and labor standards requirements;
- (6) All other work necessary to ensure that FIDP grant funds are being expended in strict compliance with applicable rules and regulations.

B. The GRANTEE agrees to perform the following services for this project:

- (1) The GRANTEE shall disburse FIDP funds to the contractual parties within three working days of receiving said funds.
- (2) The GRANTEE shall be responsible for all aspects of public/customer relations during the course of this project. ETDD may at the request of the GRANTEE provide instruction and assistance in the resolution of matters involving such relations and the guidelines of the FIDP Program.

- C. The GRANTEE agrees to compensate ETDD for administrative services an amount not to exceed \$10,000 (Ten thousand dollars and no cents) with payments to be made periodically during the course of the project based on the reimbursement schedule approved by the Department of Economic and Community Development.
- D. The parties further agree that the attached Part II entitled "Terms and Conditions" shall be acknowledged as additional terms and conditions of this Contract. Within Part II, ETDD shall be referred to as the Consultant, and the City of Morristown shall be referred to as the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

ACCEPTED:

ACCEPTED:

Signature

Signature

City of Morristown Mayor
Title

Executive Director, ETDD
Title

Date

Date

PART II: TERMS AND CONDITIONS

1. Termination of Contract for Cause.

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the CITY, become CITY property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

2. Termination for Convenience of the CITY

The CITY may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

3. Changes

The CITY may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel

- a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder be specified by written contract or agreement and shall

be subject to each provision of this Contract.

5. Assignability

The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto: Provided, however, that claims for money by the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice or any such assignment or transfer shall be furnished promptly to the CITY.

6. Reports and Information

The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

10. Compliance with Local Laws

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

12. Interest of Members of the CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

No Member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

14. Interest of CONSULTANT and Employees

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

AGREEMENT

“FAST TRACK INFRASTRUCTURE DEVELOPMENT PROGRAM FOR PETOSKEY PLASTICS”

This agreement is made this 21 day of February, 2018 by and between PETOSKEY PLASTICS (referred to as PETOSKEY) and the CITY OF MORRISTOWN, Tennessee. This agreement seeks to establish the financial relationship between PETOSKEY and the CITY OF MORRISTOWN (CITY) related to the referenced project (PROJECT) funded by Tennessee Department of Economic and Community Development (TNECD) and PETOSKEY.

The CITY OF MORRISTOWN agrees to apply for funding assistance from the TNECD on behalf of PETOSKEY.

PETOSKEY agrees to provide all administration and design services as well as provide any and all funding required by TNECD or any other agency or entity to complete the PROJECT as set forth in the TNECD FAST TRACK contract attached as Exhibit A and made part of this agreement. The CITY AND PETOSKEY acknowledge this attached contract and are aware of all its provisions. It is also understood that the financial requirements of the TNECD FAST TRACK grant agency contract with the CITY shall be fully satisfied by PETOSKEY. PETOSKEY will execute a contract with a qualified engineering firm, approved by the CITY, to create the project documents and act as PROJECT ENGINEER.

The CITY agrees to be the contracting agent with TNECD for the construction of the PROJECT as required by the State of Tennessee. PETOSKEY agrees to provide reimbursements to the CITY or direct payments for all PROJECT costs. The CITY will satisfy its role as a contracting agent with regard to contractor invoicing during the construction phase.

The administration, design, inspection, and construction administration of the construction phase of the PROJECT will be the responsibility of PETOSKEY. PETOSKEY will promptly pay the CITY the entire amount of any undisputed and engineer approved contractor invoice within 30 days of the contractor submitting the original invoice to the CITY. PETOSKEY'S contract with the PROJECT ENGINEER shall require the PROJECT ENGINEER to provide the contractor invoicing to PETOSKEY and the CITY for proper processing by both parties. Further, the PROJECT ENGINEER shall provide TNECD, PETOSKEY, and the CITY documentation that will satisfy each agency's accounting standards and project management needs.

The PROJECT will be based on plans and specifications that were approved by PETOSKEY, the CITY, and the TNECD. Further, the plans and specifications upon which the PROJECT was based will be publicly bid and awarded as required by TNECD.


This agreement shall be binding upon the CITY and PETOSKEY. Additionally, the following items are made part of this agreement:

1. PETOSKEY fully accepts responsibility for the entire project, including the “local Match” as defined by the agreement between TNECD and the CITY OF MORRISTOWN.
2. PETOSKEY will be responsible for paying all engineering and other soft costs to administer requests for payment to the CITY that are needed to receive timely reimbursements from TNECD and PETOSKEY for PROJECT expenses.
3. PETOSKEY will be responsible for paying other agencies as required by the PROJECT for any expenses that occur.
4. PETOSKEY will be responsible for paying all legal, engineering, and survey expenses and fees related to preparing title and deed instruments necessary for securing property or receiving property from the CITY or any other agency or entity.
5. PETOSKEY will be responsible for all necessary purchasing of property or easements that are required by the PROJECT.

6. PETOSKEY shall hold the CITY harmless for any reimbursements of grant funding required by TNECD related to non-performance of the grant provisions.

CITY OF MORRISTOWN

by _____
an agent of CITY OF MORRISTOWN, duly
authorized to enter into and bind CITY OF
MORRISTOWN to this agreement.

 SUZANNE K. MASKALIK, CORPORATE TREASURER
PETOSKEY PLASTICS
by SUZANNE K. MASKALIK, CORPORATE TREASURER
an agent of PETOSKEY PLASTICS duly
authorized to enter into and bind PETOSKEY
PLASTICS to this agreement.

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. (“GovDeals”), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Morristown (“Client”), having its principal place of business 100 West 1st North Street, - Morristown, Tennessee 37814.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online “Client Asset Server” (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Tennessee.
- 8.0 **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: City of Morristown

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	_____
County of Bank	_____
Name of Client: (Name on bank account)	_____
Bank Routing Number	_____
Bank Account Number	_____
Checking/Savings	_____

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Client's Legal Name

Mail check to:

Street Address / P.O. Box Number

City, State and Zip Code

☐

Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

City of Morristown

Morristown, Tennessee

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” **City of Morristown (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **City of Morristown**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



Morristown City Council Agenda Item Summary

Date: February 28, 2018

Agenda Item: Approval of Request for Qualifications – Morristown City Center Plaza Project

Prepared by: Joey Barnard

Subject: Morristown City Center Plaza Project

Background/History: The City of Morristown has identified the need to retain the services of an engineering and architectural consultant for the Morristown City Center parking garage. There is evidence of water leakage from the plaza overhead, which causes concern that structural and/or electrical damage has occurred. A Request for Qualifications was done to find the firm thought most qualified. The firm will be responsible for remediating leaks, determining any structural damage or foundation problems and investigating any possible electrical issues.

Findings/Current Activity: The Request for Qualifications was advertised in the *Citizen Tribune* on December 7, 2018 and on December 12, 2018; the *Knoxville-News Sentinel* on December 7, 2018. Additionally, the Request for Qualifications 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, January 4, 2018. We received three (3) responses. Councilmember Bob Garrett led the selection committee. After ranking the firms based on the selection criteria specified, the top two firms were required to provide specific details related to the City of Morristown parking garage. Their responses were evaluated by the selection criteria. This criteria included items such as how their approach to accessing the issues and personnel assigned.

Financial Impact: Funds have been appropriated in the 2017-18 budget.

Action options/Recommendations: The selection committee recommends Design Innovation Architects, Inc. for approval as the consultant for the Morristown City Center Plaza Project. Council's approval is sought to allow Tony Cox, City Administrator to negotiate a contract with Design Innovation Architects, Inc. based on the terms presented in the Request for Qualifications.

Attachments: Firm Rankings

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFQ: MORRISTOWN CITY CENTER PLAZA
SUMMARY: FIRM RANKINGS

RANKING	ENTITY
1	DIA
2	Amec Foster Wheeler



**WATER
WASTEWATER
STORMWATER
PUBLIC WORKS**

February 26, 2018

Mr. Anthony Cox
City Administrator
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Reference: East Tennessee Progress Center
Morristown, Tennessee

Dear Mr. Cox:

We appreciate the opportunity to provide you with a proposal for a drainage analysis of the East Tennessee Progress Center. The analysis will include the existing developed properties along with the properties within the park that have yet to be developed. We will use GIS information, the East Tennessee Progress Center Concept Plan provided by the City, and the Progress Parkway Extension Plans by McGill Associates to develop a stormwater model of the entire Center.

Using a stormwater model, we will analyze all existing storm structures, pipes, culverts, and storm water structures proposed by the Extension Plan. Also, LDA will analyze any future storm water structures needed for the build out of the Progress Center. We will also develop the following three water quantity scenarios for consideration:

- Regional detention;
- On-site detention for all developments,
- Combination of regional and on-site detention, if appropriate.

Deliverables for this project will consist of a report on the stormwater analysis with concept drawings based on the three water quality scenarios.

LDA Engineering proposes to provide the services on an hourly basis with a not to exceed budget of \$16,000.00 using our current hourly rates within the Master Agreement.

We are available to begin immediately upon written authorization. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,



Greg Jones, P.E.
Vice President

The City Council has approved the proposal
And LDA Engineering is authorized to proceed.

Anthony Cox, City Administrator

Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2018

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**18001658-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**GULF STATES DISTRIBUTOR, INC
P.O. BOX 241387

MONTGOMERY, AL 36124-1387

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

37813

Vendor Phone Number 800-223-7869		Vendor Fax Number 334-279-9267		Requisition Number 18001793		Delivery Reference/Contact KENNETH HINKLE			
Date Ordered 02/22/18		Vendor Number 001386		Date Required		Interoffice Delivery		Department/Location 42120	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	* PATROL * - QTY - 15 - ITEM: TA11002 - TASER X26P ***PRICING PER QUOTE 0147721*** 42120-419				15.00 EACH	1022.00000		15,330.00	
002	* PATROL * -QTY - 15 - ITEM: TA70116 - SPPM BATTERY FOR X 26P 42120-419				15.00 EACH	96.00000		1,440.00	
003	* PATROL * - QTY - 15 - ITEM: TA11501 - BLACKHWAK TASER X26P HOLSTER 42120-419				15.00 EACH	61.00000		915.00	
						PO Total		17,685.00	

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

Authorized Signature

Date

[Return to Agenda](#)**VENDOR COPY**

Authorized Signature

Date

Title: Sole Source Letter for TASER International's AXON® Brand Products and EVIDENCE.com Services for the United States
Department: Marketing
Version: KAM031414
Release Date: 3/21/2014



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.TASER.com

January 1, 2017

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured by TASER International and are only available for purchase through the authorized distributor listed below.

TASER CEW Descriptions

X2™ CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

X26P™ CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD

- AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

X26E™ CEW

- Integrated ultra-bright LEDs (low intensity illumination)
- Red LASER (used for target acquisition)
- Capable of drive-stun with either a deployed TASER cartridge, or without a TASER cartridge installed.
- Central Information Display (CID): 2-digit LED displays remaining battery energy percentage, burst time, unit temperature, illumination status, and time and date
- Ambidextrous safety switch with Safe "S" and Fire "F" denotation
- Unit stores time, date, burst duration, unit temperature, and remaining battery energy percentage for approximately 2,000 firings. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Capable of audio/video recording with optional TASER CAM recorder
- The trigger activates a 5-second cycle. The cycle can be stopped by placing the safety lever in the down (SAFE) position. Holding the trigger in will continue the discharge beyond 5 seconds.
- Compatible with TASER standard series CEW cartridges

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2™ Models: 22002 and 22003
 - TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549
 - TASER X26P™ Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26 - 1-year extended warranty, item number 26730
 - X26 - 4-year extended warranty, item number 26744
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM™ recorder Model: 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit Model: 26737. This item is only compatible with the X26 CEW.
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. TASER CAM HD is compatible only with the X26P and X2

CEWs.

- TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
7. Power Modules (Battery Packs) for X26 CEW:
- Digital Power Magazine (DPM) Model: 26700
 - eXtended Digital Power Magazine (XDPM) Model: 26701
 - Controlled Digital Power Magazine (CDPM) Models: 26702 and 26703
8. Power Modules (Battery Packs) for X26P and X2 CEWs:
- Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
9. TASER Dataport Download Kits:
- Dataport Download Kit for the X26 Model: 26500
 - Dataport Download Kit for the X2 and X26P Model: 22013
10. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
11. Conductive Target front Model 80000 and Conductive Target back, Model 80001
12. CEW Holsters:
- Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26 holster by Blade-Tech Model: 44952
 - Left-hand X26 holster by Blade-Tech Model: 44953
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS in Kentucky	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
GULF STATES DISTRIBUTORS 6000 E SHIRLEY LANE MONTGOMERY AL 36117	TASER International, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local TASER authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,



Jeff Kukowski
Chief Operating Officer
TASER International, Inc.

Smart, TASER CAM, X2, X26, X26P, and the 'Bolt Within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0147721
Order Date: 2/20/2018

Salesperson: 0010
Customer Number: TNMORRI

Sold To:

City of Morristown
PO Box 1499
Accounts Payable
Morristown, TN 37815-0647
Confirm To:

Ship To:

Morristown Police Dept
400 Dice St
Morristown, TN 37813

Customer P.O.		Ship VIA	F.O.B.		Terms		
		0			Net 20 days		
Item Number	Unit	Ordered	Shipped		Back Order	Price	Amount
TA11002	EACH	15.00	0.00		0.00	1,022.00	15,330.00
X26P Black Class III Laser			Whse:	000	DropShip: N		
TA11501	EACH	15.00	0.00		0.00	61.00	915.00
X26P Blackhawk RH holster			Whse:	000	DropShip: N		
TA70116	EACH	15.00	0.00		0.00	96.00	1,440.00
SPPM battery for X26/X2			Whse:	000	DropShip: N		

Net Order:	17,685.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	17,685.00



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: City Council

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER

DATE: March 2, 2018

Mayor Chesney will appoint and or re-appoint two members to the Planning Commission for four (4) year terms to expire March 1, 2022.

Terms expiring: Wanda Neal and Rose Parella (regional representative residing in UGB)