

**WORK SESSION AGENDA
NOVEMBER 20, 2018
4:15 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 20, 2018 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Charles Mills, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. November 6, 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. 3622

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 11 (Central Business District [CB]) of the Morristown Municipal Code.

9. **NEW BUSINESS**

9-a. Resolutions

1. Resolution No. _____
A Resolution to Authorize the Submission of a FastTrack Infrastructure Development Program (FIDP) Application on Behalf of Van Hool.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 1 (General Administration), Chapter 2, (City Council), Section 201 (Regular Meetings of Council) of the Morristown Municipal Code.
{Public Hearing Date December 4, 2018}
2. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. *{Rezoning of Hamblen County Tennessee Tax Parcel ID #032041BA01602, currently addressed as 2606 West Andrew Johnson Highway from Single Family Residential (R1) to Intermediate Business (IB), the general location being shown on the attached Exhibit A.}*
{Public Hearing Date December 4, 2018}
3. Ordinance No. _____
An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to re-allocate Funds Totaling \$27,047; Necessary to cover the costs of Purchasing Machinery to assist with Curbside Maintenance. Equipment will be purchased from Tennessee State Wide Contract No. 45198.
{Public Hearing Date December 4, 2018}

9-c. Awarding of Bids/Contracts

1. Acceptance of Tennessee Department of Transportation Consolidated Planning Grant for Transportation Planning & Coordination activities as assigned in the Unified Planning Work Program in the amount of \$239,176; Funding - \$236,024 State, \$3,152.
2. Approval of purchase of Ventrac 4500Z Tractor for Curb Line Maintenance from Bob Ladd & Associates, State Wide Contract, in the amount of \$27,046.93.
3. Approval of Change Order for Additional Environmental Services, Old Morristown – Hamblen County Landfill from S&ME in the amount of \$9,900.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of change in Employee Handbook to add Reimbursement Policy.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

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

Nov. 22-23, 2018	Thurs & Friday	City Employee's Holiday Thanksgiving
Dec. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 18, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 24, 2018	Monday	City Employee's Holiday Christmas Eve
Dec. 25, 2018	Tuesday	City Employee's Holiday Christmas Day
Jan. 1, 2019	Tuesday	City Employee's Holiday New Year's Day
Jan. 2, 2019	(Wed) 4:00 p.m.	Work Session – Council Agenda Review
Jan. 2, 2019	(Wed) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 16, 2019	(Wed) 3:45 p.m.	Finance Committee Meeting
Jan. 16, 2019	(Wed) 4:15 p.m.	Work Session – Council Agenda Review
Jan. 16, 2019	(Wed) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 21, 2019	Monday	City Employee's Holiday Martin Luther King Day
Feb. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Feb. 19, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
NOVEMBER 20, 2018**

1. Deed Transfer to TCAT
2. Fixed Route Study
3. SR 66 Corridor Study

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 6, 2018**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, November 6, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo, absent; Bob Garrett.

Dr. Gary Brewster, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the October 16, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney declared Saturday, November 24, 2018 as Small Business Saturday in the City of Morristown.

Mayor Chesney acknowledged Girl Scout Troup #20617 who were visiting the City Center to learn more about local government.

A Public Hearing was held relating to Ordinance No. 3619; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3619 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3619

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 034F G 010.00, currently addressed 2323 East Morris Blvd. from Heavy Industrial (HI) to Intermediate Business (IB)}.

A Public Hearing was held relating to Ordinance No. 3620; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3620 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3620

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 041B A 01500 000 currently addressed 2518 and 2520 West Andrew Johnson Highway from Single Family Residential (R1) to Intermediate Business (IB)}.

A Public Hearing was held relating to Ordinance No. 3621; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3621 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3621

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032057 05302, currently addressed as 1294 Old Witt Rd from Single Family Residential (R1) to Intermediate Business (IB), the general location being shown on the attached exhibit A}.

Councilmember Pedigo made a motion to approve Resolution No. 20-18. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Resolution No. 20-18

A Resolution to Authorize Cooperative Purchasing Agreements for the Use and Benefit of all City Departments.

WHEREAS, Tennessee Code Annotated (TCA) §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Tennessee state law was amended at the request of the Tennessee Association of Public Purchasing and the Tennessee Municipal League for all Tennessee municipalities to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

WHEREAS, Tennessee Code Annotated, Section 12-3-1205, states as follows:

- (1) Notwithstanding any other law to the contrary, any municipality county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

WHEREAS, The City of Morristown desires to take advantage of this law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Morristown, Tennessee, assembled in Regular Session, this *6th* day of *November 2018* shall hereby agree to the terms of the law and authorize the use of the following master cooperative purchasing agreements whose membership is voluntary and of no cost to the city as per attached exhibit:

- 1) Sourcewell, formerly National Joint Powers Alliance (NJPA).
(See *Exhibit 1*)

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this the 6th day of November 2018.

Mayor

Attest:

Anthony Cox, City Administrator

Councilmember Alvis made a motion to approve Resolution No. 21-18. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye". Councilmember Senter asked that the minutes reflect that this issue was only for the Morristown Utilities System refinance of variable debt.

Resolution No. 21-18

A Resolution Authorizing the Issuance of General Obligation Refunding Bonds of the City of Morristown, Tennessee in the Aggregate Principal Amount of Not to Exceed \$15,500,000, in one or more series, Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the bonds

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Morristown, Tennessee (the "Municipality"), by resolution of its City Council, to issue and sell bonds to finance public works projects and to refund and refinance outstanding indebtedness; and

WHEREAS, the Municipality has previously incurred indebtedness pursuant to a Loan Agreement dated as of September 23, 2013, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality (the "Outstanding Loan") in order to finance public works projects, specifically improvements to the sewer system of the Municipality; and

WHEREAS, in order to fund the Outstanding Loan, the Clarksville Authority issued a bond (the "Prior Bond") to Pinnacle Bank (the "Prior Bondholder");

WHEREAS, all or a portion of the Outstanding Loan can now be refunded for the purpose of reducing the interest rate related to such borrowing; and

WHEREAS, a plan of refunding relating to refinancing of the Outstanding Loan has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon (the

"Refunding Report"), a copy of which has been made available to the members of the City Council of the Municipality and is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$15,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21- 101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) "Bonds" means the not to exceed \$15,500,000 General Obligation Refunding Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
- (d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

- (f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (g) "Financial Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.
- (h) "Mayor" shall mean the Mayor of the Municipality.
- (i) "Governing Body" means the City Council of the Municipality.
- (j) "Refunded Indebtedness" means the maturities or portions of maturities of the Outstanding Loan designated for refunding by the Mayor pursuant to the terms hereof.
- (k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.
- (b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.
- (c) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds is expected to result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.
- (d) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

- (a) For the purpose of providing funds to finance, in whole or in part, the refunding of the Refunded Indebtedness and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$15,500,000.

The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds, Series 2018B", shall be dated their date of issuance, and shall have such dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%), payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing September 1, 2019. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on September 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2019 through 2033, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

- (b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on September 1, 2029 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
 - (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.
- (c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption

date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. If less than all of the Bonds within a single maturity of Term Bonds shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption

of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

- (d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

- (e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- (f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such

Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

- (g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator.
- (i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for

the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall

discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

- (j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.
- (k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the

Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

- (l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall be additionally payable from but not secured by the revenues of the sewer system of the Municipality.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED

REGISTERED

Number _____

\$ _____

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF HAMBLLEN

CITY OF MORRISTOWN, TENNESSEE

GENERAL OBLIGATION REFUNDING BOND, SERIES 2018B

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on September 1, 2019, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures

established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on September 1, 2029 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is provided above for optional redemptions. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
-----------------------	------------------------	---

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption

obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository (or if no Depository the affected Bondholders) that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered

shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$and issued by the Municipality to finance the cost, in whole or in part, of (i) refinancing the Municipality's outstanding indebtedness under a Loan Agreement dated as of September 23, 2013, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality and (ii) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on November 6, 2018 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall be additionally payable from but not secured by the revenues of the sewer system of the Municipality.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other

November 6, 2018

indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator as of the date hereinabove set forth.

CITY OF MORRISTOWN, TENNESSEE

By: _____
Mayor

ATTESTED:

City Administrator

Transferable and payable at the
principal corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution
hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Morristown, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

[Return to Agenda](#)

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds including revenues of the sewer system as described in Section 5 hereof.

Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.
- (b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
- (c) The Mayor is further authorized with respect to each series of Bonds to:

- (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;
- (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to change and specify the series designation of the Bonds, or any series thereof;
- (3) change the first interest payment date on the Bonds, or any series thereof, to a date other than September 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;
- (4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the calendar year of the final maturity described in Section 4 hereof; (C) the debt service schedule for that portion of the Bonds refunding the Refunded Bonds shall not be materially different than what was presented to the State Director in connection with the Refunding Report and (D) the debt service payments on the Bonds shall not result in the Bonds being balloon indebtedness requiring the approval of the State Director;
- (5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
- (6) refund less than all of the Outstanding Loan;
- (7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

- (d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar

terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

- (e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.
- (f) The Mayor and City Administrator are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

- (a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refinance the Outstanding Loan shall be applied to the refinancing thereof by complying with the terms of prepayment thereof and by taking such actions as are required under to cause the redemption of the outstanding Prior Bond, including giving such notices as are required for such prepayment and redemption to the Prior Bondholder and any other party required to receive such notice.
- (b) The remainder of the proceeds of the sale of the Bonds shall be applied to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and

sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent";

which may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

- (c) By delivering such Bonds to the Registration Agent for cancellation by it; and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, "Defeasance Obligations" shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be

subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

- (a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this the 6th day of November, 2018.

Gary Chesney, Mayor

Attest:

Anthony W. Cox, City Administrator

Councilmember Smith made a motion to approve Ordinance No. 3622 on first reading and schedule a public hearing relative to final passage of said ordinance for November 20, 2018. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3622

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 14 (Zoning and Land Use Control), Chapter 11,
(Central Business District [CB] of the Morristown Municipal Code.**

Councilmember Senter made a motion to approve the Tennessee Department of Transportation Aeronautics Division Airport Grant for Tree Removal/Obstruction along RR in the amount of \$97,000; Funding - \$52,150 State, \$40,000 Federal and \$4,850 Local. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Tennessee Department of Transportation Aeronautics Division Airport Grant for Security Fencing along RR in the amount of \$85,000, Funding - \$4,250 State, \$76,500 Federal and \$4,250

Local. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve a License Agreement between the City of Morristown and Tuff Torq Corporation granting a license to enter onto and use the City’s property located at the Morristown Regional Airport, for the purpose of testing transmissions. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Morristown Airport Building Site/Hangar Lease Agreement between the City of Morristown and T. Philip Carlyle. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve a Services Agreement with GeoServices for Construction Materials Testing Services at the Public Works Compound in the not to exceed amount of \$50,000. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Agreement between the City of Morristown and Sourcewell. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the best and lowest bid submitted by Worldwide Equipment for a Knuckle Boom Truck with the Pac Mac Body and Kenworth Chassis, in the amount of \$138,099. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Change Order No. 4 with Burke-Ailey Construction Co., Inc. for additional work to the retention depression pond at Fire Station #4 in the amount of \$1,988.05. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Request for Proposal (RFP) – Athletic Team Picture Rights submitted by Gale A. Meeker Photography LLC and to allow the City Administrator to enter into contract negotiations. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the purchase of a bathroom for Heritage Park to be funded with CDBG Funds and purchased from CXT Incorporated via Sourcewell; a cooperative purchasing agreement, in the amount of \$157,652.42. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the purchase of one (1) 2019 Dodge Durango SXT for the Morristown Police Department, from TT of Columbia, State Contract, in the amount of \$30,878.59. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the purchase of nine (9) 2019 Dodge Chargers for the Morristown Police Department, from TT of Columbia, State Contract, in the amount of \$287,418.24. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the purchase of Crash Data Retrieval Software for the Morristown Police Department from Crash Data Group, Inc., (a sole source provider), in the amount of \$9,862. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve adding Monday, December 24, 2018, as a Christmas Holiday. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the November 6, 2018, City Council meeting at 5:50 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Ordinance No. 3622

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 11 (Central Business District [CB]) of the Morristown Municipal Code.

Delete: Sec. 14-1101. – CB CENTRAL BUSINESS DISTRICT in its entirety and replace it with:

14-1101. CB CENTRAL BUSINESS DISTRICT

This district forms the urban center for commercial, financial and professional activities. The intent is to protect and improve the Central Business District for the performance of its primary functions. Uses requiring a central location are particularly encouraged.

The Central Business District (CBD) is comprised of two distinct development styles. The historic buildings along East and West Main Street and North and South Cumberland are urban, pedestrian oriented developments predominantly characterized by multi-story buildings, set close to the street. The newer properties along East and West Morris Boulevard are more automobile oriented, suburban style development with the buildings setback from the street surrounded by on-site parking lots.

14-1102. USES PERMITTED

1. Accessory structures/buildings.
2. Bank.
3. Beauty Shops/Barber Shops.
4. Business, Professional or Governmental Offices
5. Catering Services
6. Churches, Synagogues, Temples, Parsonages, Parish Houses and other Places of Worship.
7. Kindergartens and Child Nurseries with more than six (6) pupils.
8. Mortuaries and Funeral Services (No Crematoriums)
9. Health Salon.
10. Hotels and motels.
11. Limited Service Restaurants
12. Microbreweries
13. Parking Lots and/or Parking Garages.
14. Private Clubs.
15. Public Parks and other Recreational Facilities.
16. Residential Dwellings (one-family, two-family, and multifamily) located above the ground floor of commercial buildings.
17. Restaurant.
18. Retail sales establishment.

19. Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes.
20. Theater.

14-1103. USES PERMITTED ON REVIEW (6/17/2014)

1. Amusement Enterprise
 - a. The property shall have access from a collector or arterial street.
2. Animal Clinics and/or Hospitals.
 - a. The property shall have access from a collector or arterial street.
3. Bed and Breakfast operations.
 - a. The proposed use must meet the requirements under Section 14-611.
4. Convalescent and Nursing Homes, retirement homes, and assisted living facilities
 - a. The property shall have access from a collector or arterial street.
5. Home Occupation.
 - a. The proposed use must meet the requirements under Section 14-228.
6. Human Care Clinics and/or Hospitals and Institutions for Medical Education.
 - a. The property shall have access from a collector or arterial street.
7. Light Printing.
 - a. The property shall have access from a collector or arterial street.
8. Schools (public or private).
 - a. The property shall have access from a collector or arterial street.

14-1104. BUILDING SETBACKS

To reflect the uniqueness of these two distinct areas, two separate sets of development standards have been established. Standards for the CBD as a whole and standards for those in the urban areas referred to as the Urban Corridor.

1. CENTRAL BUSINESS DISTRICT

a. Depth of Rear Yard

1. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, no rear yard for a non-residential building shall be required.
2. In all other cases any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line.

b. Depth of Side Yards

In the case of a lot where the side lot line coincides with the lot line of a lot in an R-1 or R-2 District, any principal building shall be located no nearer than five (5) feet to the side lot line.

2. URBAN CORRIDOR

a. Depth of Front Yard

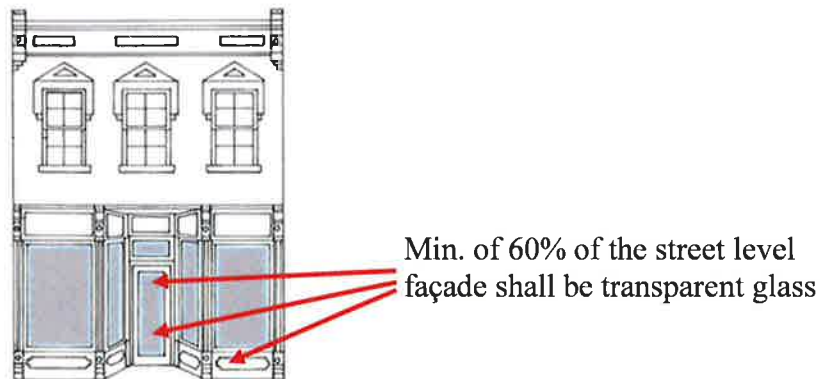
All buildings shall be set back no further than five (5) feet from the front lot line. Corner lots shall be considered to have front lot lines for all sides of the lot adjoining a public right-of-way, excluding alleys.

b. Building Height

1. The maximum building height is four (4) stories or forty-five (45) feet.
2. The minimum building height is two (2) stories.

c. Exterior Building Treatment:

A minimum of sixty (60) percent of the street level facade of all buildings shall be windows, doors, display areas, or similar architectural features. All buildings adjoining the SkyMart shall provide a second entrance off of the SkyMart.



14-1105. MINIMUM SIZE OF APARTMENT UNITS (2742-06/07/1994)

Apartment units located in the Central Business District (CBD) zone shall be 500 square feet or larger. This shall not include exterior halls, storage areas or garages. These may be efficiency one, two or more bedroom apartments. All converted apartments must meet all city, state and federal codes, ordinances and regulations.

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 6th day of November 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 20th day of November 2018.

Mayor

ATTEST:

City Administrator

**RESOLUTION NO. _____
A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A FAST
TRACK INFRASTRUCTURE DEVELOPMENT PROGRAM (FIDP)
APPLICATION ON BEHALF OF VAN HOOL**

WHEREAS, The City of Morristown recognizes and supports the need for business expansion within the city; and

WHEREAS, Van Hool will be constructing its business facility located at 1725 Howard Allen Rd. in the City of Morristown; and

WHEREAS, Van Hool has indicated that site development to extend the gas line is needed to serve the facility; and

WHEREAS, the State of Tennessee offers grants to local communities to finance eligible improvements that support business expansion through its Fast Track Infrastructure Development Program (FIDP); and

WHEREAS, The City of Morristown must submit a formal application in order to be eligible for funding through the FIDP program, said application to request funding for all eligible expenses related to improvements that will serve the construction of Van Hool in Morristown.

NOW, THEREFORE BE IT RESOLVED that the City of Morristown hereby authorizes the Mayor or his representative to prepare and submit a FIDP grant application for up to \$250,000 to finance the cost of all eligible expenses related to improvements that will serve the construction of Van Hool in Morristown.

BE IT FURTHER RESOLVED that Van Hool will contribute at least 25% of the total project costs in order to satisfy the local share requirements of the FIDP program.

This Resolution adopted this the 20th day of November 2018.

Mayor, Gary Chesney

ATTEST:

City Administrator, Anthony W. Cox

**Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 1 (General Administration), Chapter 2 (City Council),
Section 201 (Regular Meetings of Council) of the Morristown
Municipal Code.**

Be it ordained by the City Council for the City of Morristown that the text of Title 1, Chapter 2, Section 201 of the Morristown Municipal Code is hereby amended by deleting the language in the current section and replacing it with the following language:

CHAPTER 2

CITY COUNCIL

Sec. 1-201. Regular meetings of council. The regular meetings of the city council shall be held on the first and third Tuesdays of each month, at 5:00 p.m., in the council chamber in the municipal building. If the regularly scheduled meetings fall on a state or federal holiday, council shall have the option of adjusting that month's scheduled meetings to another day of the week, provided that the two meetings are still two weeks apart. The option to reschedule the meetings shall be exercised at a public meeting and based upon a majority vote."

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

PASSED ON FIRST READING THIS THE 20TH DAY OF NOVEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 4TH DAY OF
DECEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

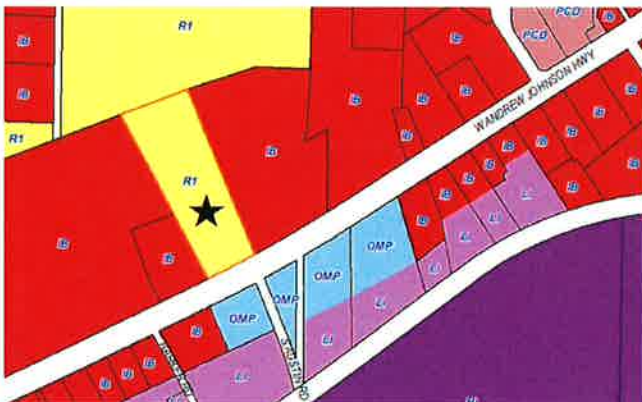


TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: November 20th, 2018
SUBJECT: 2606 W Andrew Johnson Rezoning from R1 to IB

BACKGROUND:

This is a request from the property owners of 2606 W Andrew Johnson HWY to rezone their property from Single Family Residential District (R1) to Intermediate Business District (IB).

This property is currently vacant and approximately 4 acres. The property to the east that contains the St. Patrick Catholic Church was just recently rezoned to IB and the properties to the west that contains Lowes and two vacant commercial buildings are also zoned IB. The properties to the south across W Andrew Johnson HWY are zoned Office, Medical, and Professional District (OMP) and primarily utilized as professional offices.



RECOMMENDATION:

This rezoning request from R1 to IB is consistent with the city's future land use plan along W. Andrew Johnson HWY. Additionally, this rezoning is compatible with the surrounding zoning and land uses. Thus, staff recommends approval of this request.

At their November meeting, Planning Commission voted 6-0 in support of this request.

[Return to Agenda](#)

Ordinance No. _____,

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032041B A 01602, currently addressed as 2606 W Andrew Johnson HWY, from R1 (Single Family Residential District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R1 (Single Family Residential District) to IB (Intermediate Business District);

SITUATE IN THE First Civil District of Hamblen County, Tennessee, to -wit:

BEGINNING at an iron pin in the edge of the northern right-of-way of West Andrew Johnson Hwy., corner to property of Roman Catholic Diocese; thence with the edge of said right-of-way S 62° 23' 50" W 203.26 feet to an iron pin, corner to property of Longmire; thence with a line of Longmire N 28° 28' 59" W 736.00 feet to an iron pin; thence N 70° 09' 17" E 281.00 feet to a post, corner to property of Roman Catholic Diocese; thence with a line of Roman Catholic Diocese S 22° 21' 06" E 699.40 feet to the point of the BEGINNING, containing 3.96 acres, more or less, as shown by survey dated March 2, 2016 of William H. Shockley, RLS (TN No. 973).

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

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

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.
Passed on first reading this the 20th day of November 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 4th day of December 2018.

Mayor

ATTEST:

City Administrator

Exhibit A:



APPROPRIATION ORDINANCE

Ordinance Number: 3611.02

TO AMEND ORDINANCE NUMBER 3611, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2018-2019 AND TO RE-ALLOCATE FUNDS TOTALING \$27,047; NECESSARY TO COVER THE COSTS OF PURCHASING MACHINERY TO ASSIST WITH CURBSIDE MAINTENANCE. EQUIPMENT WILL BE PURCHASED FROM TENNESSEE STATE WIDE CONTRACT NO. 45198.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Street Repairs & Maintenance	110.43140.960	Machinery & Equipment			\$ 27,047	
General (#110)	Human Resources	110.41650.399	Other Contracted Services				\$ 20,000
General (#110)	Mayor & City Council	110.41100.804	Council Contingiecy				\$ 7,047
			Totals	\$ -	\$ -	\$ 27,047	\$ 27,047

PASSED ON FIRST READING THIS 20th Day of November 2018

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS 4th Day of December 2018

ATTEST: _____

Mayor
City Administrator

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: October 26, 2018

Subject: Morristown/ LAMTPO TDOT Consolidated Planning Grant (CPG)
Contract

Attached is the Consolidated Planning Grant (CPG) contract. The time period it covers is from October 1, 2018 through September 30, 2019 (FFY20019).

The total funding for FFY2019 is \$298,970.00. The federal portion is \$236,024.00, the state match is \$3,152.00. The local match is \$59,794.00.

Please note that the state funding is to match the FTA Section 5303 funds portion of the contract. Previously there were separate contracts for FTA Section 5303 funds and for Planning (PL) funds.

Planning Funds are 80% federal, 20% local match. They are used for administrative purposes, planning studies/ documents. Please note the first page shows only the Federal portion (\$236,024.00), as well as the state match portion (\$3,152.00).

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

LAMTPO staff recommends approving the Grant Amendment as submitted.

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

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 1, 2018	End Date September 30, 2021	Agency Tracking # 40100-02519	Edison ID 59110		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.205 Grantee's fiscal year end June 30, 2019			
Service Caption (one line only) Transportation planning & coordination activities as assigned in the Unified Planning Work Program.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	\$3,152.00	\$236,024.00			\$239,176.00
2020					
2021					
TOTAL:	\$3,152.00	\$236,024.00			\$239,176.00
Grantee Selection Process Summary <input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection Each MPO receives a base amount of \$100,000.00 each year. After the base amount is subtracted from the total received from the Federal Highway Administration (FHWA), the remaining funds are distributed to each MPO on a percentage basis, based on their share of the 2010 Census Urbanized Area Population for all MPO areas in the State of Tennessee.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)	Account Code (optional) 71304000				

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Morristown, hereinafter referred to as the "Grantee," is for the provision of Transportation Planning & coordination activities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Unified Planning Work Program (UPWP) as endorsed by the Metropolitan Planning Organization (MPO) and approved by the U. S. Department of Transportation, Federal Highway Administration (FHWA). The UPWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be performed, the schedule for completing the work, and the resulting products.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's Unified Planning Work Program incorporated by reference to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2018 ("Effective Date") and extend for a period of Thirty Six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thirty Nine Thousand One Hundred Seventy Six Dollars and Zero Cents (\$239,176.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two 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:

TN Department of Transportation
Suite 900, James K. Polk Building
505 Deaderick Street
Nashville TN 37243-0334

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

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Janice Shellington-Jenkins, Manager, Regional Planning Office
Tennessee Department of Transportation
Suite 900, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0334
Janice.ShellingtonJenkins@tn.gov
Telephone: (615) 253-6301

The Grantee:

Mr. Rich DesGroseilliers, Transportation Planning Coordinator
Lakeway Area Metropolitan Transportation Planning Organization
P.O. Box 1499
100 West 1st North Street
Morristown, Tennessee 37814
richd@mymorristown.com
Telephone: (423) 581-6277
FAX: (423) 585-4679

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 Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not

practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.5. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant shall become the property of the State and shall be provided to the State upon request.
- E.6. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.

- E.7. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to: salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.
- E.8. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific UPWP task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the UPWP. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant and withholding of payment for work completed.
- E.9. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing, by the State and shall be subject to prior approval by the FHWA.
- E.10. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant. Consequently, the DBE requirements of 49 CFR apply to this Grant. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY:

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

ATTACHMENT ONE**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Lakeway Area Metropolitan Transportation Planning Organization
Subrecipient's DUNS number	131842911
Federal Award Identification Number (FAIN)	TBD
Federal award date	10/1/2018
CFDA number and name	20.205
Grant contract's begin date	10/1/2018
Grant contract's end date	09/30/2021
Amount of federal funds obligated by this grant contract	\$236,024.00
Total amount of federal funds obligated to the subrecipient	\$236,024.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$236,024.00
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Pam Kordenbrock, Division Administrator Administrator, Tennessee (615) 781-5770
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT TWO

GRANT BUDGET				
Additional Identification Information : Lakeway Area Metropolitan Transportation Planning Organization				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: OCTOBER 1, 2018 END: SEPTEMBER 30, 2021				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	\$80,000.00	\$20,000.00	\$100,000.00
4, 15	Professional Fee, Grant & Award ²	\$141,176.00	\$35,294.00	\$176,470.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
11 12	Travel, Conferences & Meetings	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
15	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$239,176.00	\$ 59,794.00	\$298,970.00

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.in.gov/finance/topic/fa-policyinfo>).

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

ATTACHMENT TWO**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
SR66 Corridor Study (continuation) Bike Ped Plan	\$141,176.00
TOTAL	\$141,176.00

OTHER NON-PERSONNEL	AMOUNT
Advertisements / Legal Ads	\$ 10,000.00
TOTAL	\$ 10,000.00

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is Lakeway Area Metropolitan Transportation Planning Organization a parent? ☒ Yes ☐ No

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

Is Lakeway Area Metropolitan Transportation Planning Organization a child? ☐ Yes ☒ No

If yes, complete the fields below.

Parent entity's name: City of Morristown, Tennessee

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information: Mayor Gary Chesney

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

Phone number: 423-581-0100

Email address: gchesney@mymorristown.com

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

ATTACHMENT FOUR

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

City of Morristown, Tennessee is subject to an audit for fiscal year 2019. ☒

City of Morristown, Tennessee is not subject to an audit for fiscal year 2019. ☐

Grantee's Edison Vendor ID Number: 4108

Grantee's fiscal year end: June 30, 2019

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a. \$3,278,706.00
b. Funds passed through any other entity	b. \$ 0.00
Funds received directly from the federal government	\$ 12,500.00
Non-federal funds received directly from the State of Tennessee	\$ 20,000.00

Auditor's Name: Brown Edwards & Company, LLP

Auditor's Address: 513 State Street
Bristol, Virginia 24201

Auditor's Address: 423-246-6104

Auditor's Email: brownedwards@becpas.com

**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 2019

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **19001129-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**BOB LADD & ASSOCIATES
6881 APPLING FARMS PKWY

MEMPHIS, TN 38133

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

37813

Vendor Phone Number 800-843-1663		Vendor Fax Number		Requisition Number 19001234		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 11/14/18		Vendor Number 008062		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
001	ORIGINAL				1.00	27046.93000	27,046.93		
	VENTRAC 4500Z TRACTOR FOR CURBLINE MAINTENANCE PURCHASED VIA STATEWIDE CONTRACT # 242				EACH				
	COUNCIL APPROVAL NOVEMBER 20, 2018 43140-960						27,046.93		
						PO Total	27,046.93		

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

[Return to Agenda](#)



6881 APPLING FARMS PARKWAY
MEMPHIS TENNESSEE 38133
jrumph@bobladd.com

PROPOSAL

Quotation To: City of Morristown

Date: 11/6/2018

Reference Ventrac

ATTN: Mitchell Young

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

Equipment Specifications		Price Ea.	Total
1	Ventrac 4500Z Tractor 32hp Kubota LC gas engine, heavy duty hydrostatic all-wheel drive, articulating frame, weight transfer system, fold down roll bar, sealed electrical system, onboard diagnostics, all-terrain tires. Options:		\$ 21,555.00
1	Full Suspension Seat		\$ 503.50
1	Arm Rests		\$ 147.25
1	Cool Top Canopy (not on state contract)		\$ 1,085.00
3	Suitcase Weights	\$ 90.25	\$ 270.75
1	Strobe Light Kit		\$ 218.50
1	ED202 Edger		\$ 2,025.00
1	Blower (for edger)		\$ 1,163.75
1	79.0066 Edger Blade		\$ 78.18
TN State Contract# 45198		Total	\$ 27,046.93
*Price does not include any applicable taxes			

TERMS

F.O.B

DELIVERY

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED:

Company _____

By _____

Title _____

Date _____

Yours Very Truly,

Jeff Rumph

LADD'S

[Return to Agenda](#)



October 24, 2018

City of Morristown
100 West First North Street
Morristown, Tennessee 37814

Attention: Mr. Joey Barnard, CGFM, CFE, MBA

Reference: **Change Order for Additional Environmental Services**
Old Morristown – Hamblen County Landfill
TDEC Site ID No. 32-514
1366 Pine Brook Road, Morristown, Hamblen County TN
S&ME Change Order No. 41-1700404C2

Dear Mr. Barnard:

S&ME, Inc. (S&ME) is pleased to submit this change order to continue assisting the City of Morristown (City) with environmental services in response to recent correspondence from the Tennessee Department of Environment and Conservation (TDEC) regarding the referenced site. This change order describes our understanding of the project, discusses the proposed Scope of Services, and provides estimated fees for our services. Our Change to Agreement for Services, Form CA-071 is attached to this change order and is incorporated as part of the change order.

◆ Background

The Old Morristown/Hamblen County Sanitary Landfill (Landfill) is located on 62 acres of land south of Pine Brook Road, in the Roe Junction community of Hamblen County, Tennessee. S&ME initiated our services at the landfill for the City in 1997, following the issuance of a TDEC Commissioner's Order to the City of Morristown and Hamblen County. Disposal operations at the landfill ceased in the mid-1970s. Following our previous site assessment, characterization and limited cleanup activities, S&ME performed a leachate treatment pilot study in 2006-2007.

No additional efforts were performed by S&ME at the site until the summer of 2017. S&ME understands that TDEC visited the site on June 7, 2017. In their resulting correspondence dated July 19, 2017, TDEC requested a work plan that includes cap maintenance work, assessment of the leachate collection/treatment system, removal of drums of investigation-derived waste (IDW), and repair of the fencing to limit access to off-road vehicles. S&ME provided our September 11, 2017 *Maintenance Work Plan* to you and TDEC, and TDEC provided a response letter dated November 13, 2017. Based on the S&ME September 11, 2017 *Maintenance Work Plan* and the TDEC response letter, the following tasks were completed at the site:

1. **Drum Disposal** - Three 55-gallon drums containing IDW that were generated during the previous S&ME sampling activities conducted for the project were located at the site. S&ME contracted Enterprise Oil for transportation and management of this non-hazardous waste. The drums were removed from the site for disposal on December 20, 2017.



2. **Identification of Cap Maintenance Areas** - S&ME observed some surficial trash during our August 29, 2017 site visit. Some of the debris appeared to potentially be recently discarded, possibly in association with the all-terrain vehicles (ATVs) that have been noted traversing the property. Other limited areas of exposed waste may be associated with erosion of cover material historically used to close the landfill cells. S&ME identified whether the material could be readily picked up and transferred to the operating Hamblen County/Morristown City Landfill, or whether a soil cover over the area is recommended. S&ME also recommended periodic monitoring of the site by City of Morristown personnel to address additional waste materials that may be disposed of after the plan was implemented.

During the August 29 site visit, S&ME observed an area along Pine Brook Road where ATVs appear to be accessing the former landfill property. S&ME provided this information to the City, and understands that the City has addressed the trespassing issue by providing a barrier to limit access to the property.

3. **Additional Leachate Seep Sampling** - Leachate flow in August 2017 was at a low level relative to previously observed flow in the wetter months. As a result, S&ME recommended a second round of observations/sampling in the wetter months of late winter 2017/early spring 2018. TDEC agreed with the recommendation, and requested that the list of analytical parameters be expanded to include the constituents listed in Table L-1 of the Tennessee Storm Water Multi-Sector General Permit for Industrial Activities (TMSP) Sector L (Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites). S&ME collected five leachate samples from observed discharge locations during a site visit on April 19, 2018. The leachate samples were collected, placed on ice, and shipped to Pace Analytical laboratory in Mt. Juliet, Tennessee. According to the reported concentrations, three of the five suspended solids samples and two of the ammonia nitrogen samples exceeded the TDEC daily effluent limitations. The remaining parameters are within the specified ranges. The two ammonia nitrogen exceedances are at locations within the landfill property. Sample L-2, collected closest to the gate on Pine Brook Road, falls within the specified ranges for all parameters. The table below summarizes the analytical results of the leachate sampling event.



Table 1 Summary of Leachate Analytical Results

Project Sample ID	L-7	L-9	L-8	L-8A	L-2	TDEC Effluent Limitations Maximum for 1 Day	TDEC Effluent Limitations Average daily value for 30 consecutive day-Not to Exceed
pH (On Site)	7.1	6.4	7.8	7.4	7.3	Within the range of 6.0 to 9.0	
Suspended Solids	142	912	25.4	111	7.5	88	27
Ammonia Nitrogen	81	51.1	0.244	0.367	7.54	10	4.9
BOD	13.1	28	4.7	5.2	8.7	140	37
Zinc	<0.05	<0.05	<0.05	<0.05	<0.05	0.20	0.11
Alpha-Terpineol	<0.01	<0.01	<0.0108	<0.01	<0.01	0.033	0.016
Benzoic acid	<0.01	<0.01	<0.0108	<0.01	<0.01	0.12	0.071
3&4-Methyl Phenol	<0.01	<0.01	<0.0108	<0.01	<0.01	0.025	0.014
Phenol	<0.01	<0.01	<0.0108	<0.01	<0.01	0.026	0.015

Note: All values reported in mg/L;

Shaded cells indicate exceedances of TDEC Effluent Limitations Maximum For 1 Day

◆ Scope of Services

Based on the analytical results of the leachate seep sampling, TDEC issued a letter dated August 10, 2018 requesting the development of a plan to reduce the ammonia in the area of seep locations L-7 and L-9 to meet the effluent limitations in the TMSP Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites.

The additional services proposed in this Change Order are based on the TDEC request for ammonia reduction at the site. The following tasks are recommended to address the elevated ammonia levels and provide additional monitoring during winter and spring of 2018 and 2019.

- 1. Ammonia vents** – Based on discussions with TDEC, S&ME recommends that vent pipes be installed in the vicinity of seep locations L-7 and L-9 (**Figure 1**) in an effort to reduce the ammonia present at these locations. The vent pipes will be constructed of 4-inch diameter polyvinyl chloride (PVC) schedule 40 pipe. The pipe will be installed into an excavation approximately two foot wide, three foot long, and three feet deep. The lower two feet of the PVC pipe will be slotted to allow for the ammonia gas to ventilate through the pipe. The excavation will be backfilled with #57 stone to within one foot of the ground surface. The ground surface will be covered with excavated material. The vent pipe will extend above ground surface approximately 5 feet. The vent pipe will be topped with a 90 degree PVC fitting and the end of the fitting will be covered with mesh. A construction schematic is included as an attachment (**Figure 2**). A total of two vents will be installed at location L-7, one at the seep and one at a location approximately 100 feet north along the existing road. A total of three vents will be installed at location L-9. One vent will be installed at the seep location, one will be installed to the east and one to the west of the seep location approximately 50 feet from the seep location.
- 2. Check dams** – S&ME also recommends that check dams be installed in the ditch along the access road north of seep L-7 to control the stormwater and seep discharge from this portion



of the site. The check dams will be constructed of machined aggregate (Class A-1) stone and then covered with #57 stone. The check dams will be installed approximately every 75 feet over a total distance of approximately 300 feet along the existing drainage swale on the east side of the road. It is recommended that the City perform periodic site observations on the check dams after installation to keep debris and sediment from clogging the check dams and forcing water away from the existing drainage features.

3. **Additional Leachate Seep Sampling and Vent Monitoring** – S&ME recommends a third round of observations/sampling in the wetter months of late winter 2018/early spring 2019. The list of analytical parameters will include the constituents listed in Table L-1 (attached) of the TMSP Sector L (Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites). S&ME will plan to collect up to five leachate samples from previously sampled discharge locations. The leachate samples will be collected, placed on ice, and shipped to Pace Analytical laboratory in Mt. Juliet, Tennessee. The results of the 2019 leachate sampling event will be evaluated and submitted to TDEC and the City with recommendations based on the results. The vent pipes will also be monitored at the time of the leachate sampling. The vents will be monitored using a properly calibrated QRAE III gas detecting meter at the vent locations.

◆ Excluded Services

S&ME assumes that the City can provide equipment and stone as detailed above for the installation of the vent pipes and check dams. Therefore, our fees do not include costs for the following:

- Equipment for excavation or installation of vent pipes.
- Provision of stone for backfill of vent pipes or construction of check dams.

The outlined Scope of Services does not include additional environmental sampling or services beyond what is proposed above. It is assumed that the City can provide the equipment, personnel and stone for the construction and installation of the vent pipes and check dams for the recommended scope. If additional services are warranted, a change order will be provided.

◆ Limitations

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City and S&ME. Use of this proposal and corresponding reports is limited to the above-referenced project and the City. No other use is authorized by S&ME.

◆ Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide a signed Change to Agreement for Services (attached Form CA-071).
2. Provide access to the property.
3. Provide personnel and equipment as detailed herein.



◆ Schedule and Fees

S&ME will perform the services detailed herein on a time and materials basis using the attached fee schedule. For budgeting purposes, the anticipated fee for completing the services detailed herein will be **\$4,600** for the vent pipe and check dam installation and **\$5,300** for the additional leachate sampling and vent pipe monitoring. S&ME will coordinate with the City to schedule the installation of the vent pipes and check dams following receipt of written authorization to proceed to allow for purchase of materials. The additional leachate sampling will be scheduled around spring 2019, and will be weather- dependent. S&ME will not conduct any additional services without first obtaining your approval in writing, through a change order.

◆ Authorization

Change to Agreement for Services, Form CA-071, is attached and incorporated as part of this change order. Please sign the form and return it to S&ME. Upon receipt of the signed agreement, a countersigned copy will be returned to you, and we will proceed with the performance of our services. Any changes or modifications to CA-071 or the change order are required to be acknowledged by both parties initialing acceptance of this change order and change to agreement for services next to the change or modification.

If you elect to accept our change order by issuing a purchase order, then please specifically reference this change order number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this change order is transmitted to you via email, and if you chose to accept this change order by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the change order and the associated Change to Agreement for Services (CA-071) and hereby accept both as written.

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding our proposed scope of services, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

A blue ink signature of Nathan J. Peterson.

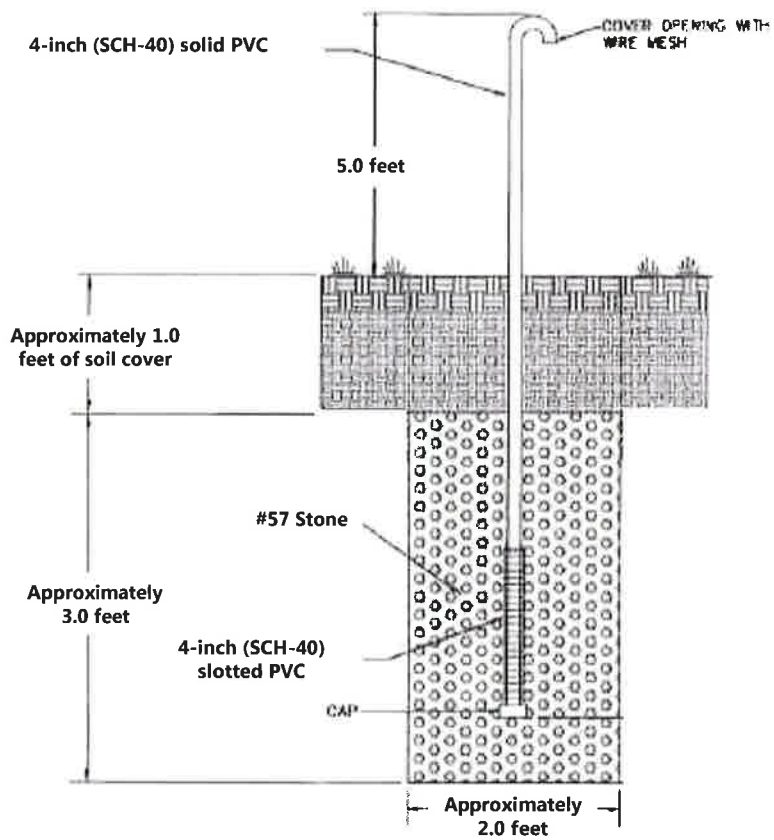
Nathan J. Peterson, PG
Project Manager

A blue ink signature of Elizabeth M. Porter.

Elizabeth M. Porter, PG, PMP
Senior Project Manager

Attachments: Leachate Sample Location Map (Figure 1)
Vent Pipe Construction Schematic (Figure 2)
Table L-1 – Analytical Parameters for Leachate Samples
Estimate of Fees
Change to Agreement for Services Form CA-071





Typical Vent Pipe Construction Schematic

Old Morristown/Hamblen County Landfill
TDEC DOR Site No. 32-514
Morristown, Tennessee

SCALE:
AS SHOWN
DATE:
9/26/18
PROJECT NUMBER
4143-17-058

FIGURE NO.

2

Tennessee Storm Water Multi-Sector
General Permit for Industrial Activities (TMSP)
Sector L

activities so long as the company owning the landfill does not receive a fee or other remuneration for the disposal service.

- 4.2 The concentration of pollutants in stormwater discharges from landfills subject to the requirements of 40 CFR Part 445 Subpart B (except the 4 types of landfills specifically exempted, as shown above in 4.1 above) shall not exceed the effluent limitations in Table L-1. For the 4 types of landfills specified in 4.1, the permittee shall monitor its stormwater for the parameters listed in Table L-2 as required below.

Table L-1. Numeric Effluent Limitations for Landfills and Land Application Sites

Effluent Characteristics	Effluent Limitations (mg/L)	
	Maximum for any 1 day	Average of daily values for 30 consecutive days shall not exceed
Ammonia	10	4.9
Alpha Terpineol	0.033	0.016
Benzoic Acid	0.12	0.071
Biochemical Oxygen Demand (BOD ₅)	140	37
p-Cresol	0.025	0.014
pH	Within the range of 6.0 to 9.0	
Phenol	0.026	0.015
Total Suspended Solids (TSS)	88	27
Zinc (Total)	0.20	0.11

5. Monitoring and Reporting Requirements

Permittees subject to Numeric Effluent Limitations described in subpart 5.2 above (Coal Pile Runoff) must submit to the division monitoring results annually on a signed copy of the Discharge Monitoring Report (DMR, see Addendum E).

Permittees subject to Numeric Effluent Limitations as described in part 4 of this sector (above) must submit to the division monitoring results annually on a signed copy of the Discharge Monitoring Report (DMR, see Addendum E).

Permittees subject to Analytical Monitoring Requirements as described in subpart 5.1 of this sector (see below) must submit the benchmark results using an Annual Stormwater Monitoring Report (see Addendum D) to the division.

5.1 Analytical Monitoring Requirements

During the term of this permit, permittees covered under this sector must monitor their stormwater discharges associated with industrial activity at least once per calendar year (annually), except as provided in paragraphs 5.1.3 (Sampling Waiver), 5.1.4 (Representative Discharge), and 5.1.5 (Alternative Certification). For the breakdown of applicable monitoring requirements for different types of landfills, see Paragraph 4 – Numeric Effluent Limitations. Facilities must report in accordance with 5.2 (Reporting). In addition to the applicable parameters listed in Table L-1 above and Table L-2 below (depending on the type of landfill,

ESTIMATE OF FEES
Old Morristown Hamblen County Landfill
Additional Environmental Services - Vent Pipe and Check Dam Installation and Leachate Sampling
S&ME Proposal NO. 41-1700404C2

TASK : VENT PIPE AND CHECK DAM INSTALLATION

ITEM	QUANTITY	UNIT COST	COST
Project Manager	3 hours	\$185.00 /hr	\$555
Environmental Professional	24 hours	\$135.00 /hr	\$3,240
Vent Pipe Supplies	5 vent pipes	\$50.00 /each	\$250
GPS Unit	2 day	\$160.00 /day	\$320
Mileage (two trips)	240 miles	\$0.85 /mile	\$204
Sub-Total			\$4,569

TASK: ADDITIONAL LEACHATE SAMPLING

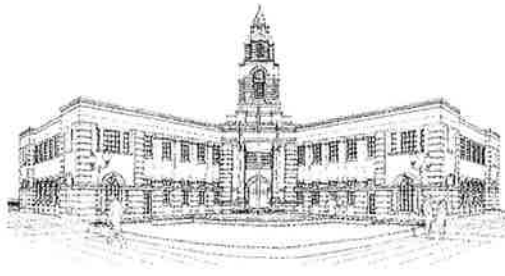
ITEM	QUANTITY	UNIT COST	COST
Project Manager	3 hours	\$185.00 /hr	\$555
Environmental Professional	12 hours	\$135.00 /hr	\$1,620
Leachate Analysis (ESC)	5 samples	\$300.00 /sample	\$1,500
Environmental Professional (Report)	8 hours	\$135.00 /hr	\$1,080
GIS Analyst (Report)	2 hours	\$95.00 /hr	\$190
GPS Unit	1 day	\$160.00 /day	\$160
Gas Monitoring Unit	1 day	\$95.00 /day	\$95
Mileage	120 miles	\$0.85 /mile	\$102
Sub-Total			\$5,302

TOTAL	\$9,871
--------------	----------------

**CHANGE TO AGREEMENT FOR SERVICES**

Form CA-071

Date: October 24, 2018		Job Number: 4143-17-058		Change Number: 41-1700404C2	
S&ME, Inc. (hereafter Consultant)			Client Name: City of Morristown (hereafter Client)		
Address: 1413 Topside Road City: Louisville State: TN Zip: 37777			Address: 100 West First North Street City: Morristown State: Tennessee Zip: 37814		
Telephone: 865-970-0003 Fax:			Telephone: 423-585-4614 Fax:		
PROJECT					
Project Name: Old Morristown Landfill Additional Environmental Services					
Project location: (Street Address) Pinebrook Road					
City: Morristown		State: TN		Zip: 37814	
AGREEMENT FOR SERVICES					
Date of Agreement For Services between Client and Consultant: August 22, 2017					
WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project.					
WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client.					
NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.					
CHANGE TO AGREEMENT FOR SERVICES					
The above identified Agreement For Services is changed pursuant to proposal number: 41-1700404C2 dated: 10/24/18					
This Change will extend the time required for completion of the Agreement:			see Change Order 41-1700404C2		
The total agreement amount after this Change to Agreement For Services:			see Change Order 41-1700404C2		
CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES.					
Agreed to and executed by Client's and Consultant's authorized representatives.					
CLIENT: _____		S&ME, Inc.			
BY: _____ (Signature)		BY: _____ (Signature)			
_____ (Print Name / Title)		_____ (Print Name / Title)			
DATE: _____		DATE: _____			
Client's FAXED or DIGITAL signature to be treated as original signature					



Morristown City Council Agenda Item Summary

Date: November 20, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Reimbursement of Training Costs

Background / History: For new hires and current employees, one of the key components is training for them to be able to perform their job functions. Training costs can be expensive and if an individual decides to leave the City that training goes with them. Staff looked at ways of reducing or recouping training costs.

Findings / Current Activity: Staff reached out to MTAS to see if they had a model policy for reimbursement of training costs. The language included states that any training involving 3 weeks or more will require an agreement signed by both employee and City noting what will be reimbursed. This will be over a specified time frame stated in the agreement.

Financial Impact: Begin recouping some of the training costs that might be lost of employees leaving employment of the City.

Action options / Recommendations: Approval of reimbursement policy

Attachments: Handbook language

1. RESIGNATION

- A. In the event an employee decides to leave the City's employ, a minimum two (2) week written notice shall be given to his or her supervisor so that arrangements for a replacement can be made. Failure to meet this notice requirement may be cause for denying future recommendations and/or re-employment with the City.
- B. An unauthorized absence from work for a period of three consecutive working days may be considered by the department head as a resignation. The City may deny an employee from working out his or her notice if, in the opinion of the department head, it is in the best interest for the department.
- C. Costs of training shall be reimbursed by the resigning employee. The prerequisite is for training that consists of more than three consecutive weeks (Monday thru Friday). Proration basis based on the contract signed by the employee and the City. This will apply to all departments. The contract and associated costs will be determined and signed prior to the employee taking the training. Collection will be from the employee's final check(s) written. If there is not a sufficient amount to cover costs, then other legal remedies will be used for collection.