

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

1. **Agenda Review**

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

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Gary Brewster, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. October 16, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

1. Small Business Saturday Proclamation

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. 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)}.

2. 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)}.

3. 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.}.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution to Authorize Cooperative Purchasing Agreements for the use and benefit of all City Departments.

2. Resolution No. _____

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.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

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

{Public Hearing Date November 20, 2018}

9-c. Awarding of Bids/Contracts

1. Acceptance of 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.
2. Acceptance of 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.
3. Approval of 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.
4. Approval of Morristown Airport Building Site/Hangar Lease Agreement between the City of Morristown and T. Philip Carlyle.
5. Approval of Services Agreement with GeoServices for Construction Materials Testing Services at the Public Works Compound in the not to exceed amount of \$50,000.
6. Approval of Agreement between the City of Morristown and Sourcewell.
7. Approval to accept the best and lowest bid submitted by Worldwide Equipment for a Knuckle Boom Truck with the Pac Mac Body; it is staffs' recommendation to go with the Kenworth Chassis, in the amount of \$138,099.
8. Approval of Change Order #4 for Fire Station #4.
9. Approval of 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.

10. Approval of purchase of bathroom for Heritage Park to be funded with CDBG Funds and purchased from CXT Incorporated via Sourcewell; a cooperative purchasing agreement.
11. Approval of 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
12. Approval of 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.
13. Approval of purchase for Crash Data Retrieval Software for the Morristown Police Department from Crash Data Group, Inc., (a sole source provider), in the amount of \$9,862.

9-d. Board/Commission Appointments

9-e. New Issues

1. Council consideration of Christmas Holiday schedule.

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. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Nov. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Nov. 20, 2018	(Tues) 5:00 p.m.	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. 25, 2018	Tuesday	City Employee’s Holiday Christmas Day
Jan. 1, 2019	Tuesday	City Employee’s Holiday New Year’s Day
Jan. 15, 2019	(Tues) 3:45 p.m.	Finance Committee Meeting
Jan. 15, 2019	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Jan. 15, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 21, 2019	Monday	City Employee’s Holiday Martin Luther King Day

**WORK SESSION AGENDA
NOVEMBER 6, 2018**

- 1. Public Works – Report on curb line maintenance; past efforts and future options.**
- 2. Human Resources – Public safety – employee handbook and contract for training cost recovery.**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 16, 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, October 16, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith, absent; Tommy Pedigo.

Jonathon Bewley, 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 2, 2018, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Resolution No. 19-18. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 19-18

A Resolution to Rename a public right-of-way within the City Limits of Morristown from Rosedale Avenue to Valley Street.

WHEREAS, the City Council of Morristown has recently closed the public right-of-way of Rosedale Avenue between Dice Street and Sulphur Springs Road; and

WHEREAS, Rosedale Avenue is still a public street to the east and west of this closure which can cause issues for emergency services, and

WHEREAS, the request to rename Rosedale Avenue west of Sulphur Springs Road by extending Valley Street east from its current endpoint at Rosedale Avenue to a new endpoint at Sulphur Springs Road.

WHEREAS, renaming this portion of Rosedale Avenue to Valley Street would place the western endpoint of Rosedale Avenue at Dice Street.

WHEREAS, on October 9th, 2018, the Morristown Regional Planning Commission approved a recommendation to the Morristown City Council for further consideration.

NOW, THEREFORE, Be It Resolved that the public right-of-way

currently described as Rosedale Avenue west of Sulphur Springs Road be renamed to Valley St.

Adopted on this the 16th day of October 2018.

Mayor

ATTEST:

City Administrator

Councilmember Smith made a motion to approve Ordinance No. 3619 on first reading and schedule a public hearing relative to final passage of said ordinance for November 6, 2018. Councilmember Senter 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)}.

Councilmember Senter made a motion to approve Ordinance No. 3620 on first reading and schedule a public hearing relative to final passage of said ordinance for November 6, 2018. Councilmember Bivens 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)}.

Councilmember Alvis made a motion to approve Ordinance No. 3621 on first reading and schedule a public hearing relative to final passage of said ordinance for November 6, 2018. Councilmember Smith 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 Senter made a motion to approve the 2018-2019 budget year grant application for the Firefighter's Assistance Grant in amount of \$24,970. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Norfolk Southern Permit for the Cumberland Storm Water Project in the amount of \$41,100; breakdown insurance \$1,000, permit \$40,100. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Architect's Service Agreement with Design Innovations Architects, Inc. (DIA) for the Tennis Court Resurfacing Project at Frank Lorino Park, in the not to exceed amount of \$11,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Architect's Service Agreement with Design Innovations Architects, Inc. (DIA) for Re-roofing of Fire Stations Nos. 5 and 6 in the not to exceed amount of \$5,000 for each fire station for a not to exceed total of \$10,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 to Merit Construction, Inc. for the Morristown Public Works Facility Phase 2. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Demolition of Property Bid to All Star Construction & Demolition for the total amount of \$7,454.26. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the October 16, 2018, City Council meeting at 5:25 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

Office of the Mayor
MORRISTOWN, TENNESSEE
PROCLAMATION

Whereas, the government of the City of Morristown celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017, and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, a majority of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community; and

Whereas, Morristown, Tennessee supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Gary Chesney, on behalf of the Morristown City Council do hereby proclaim, November 24, 2018, as:

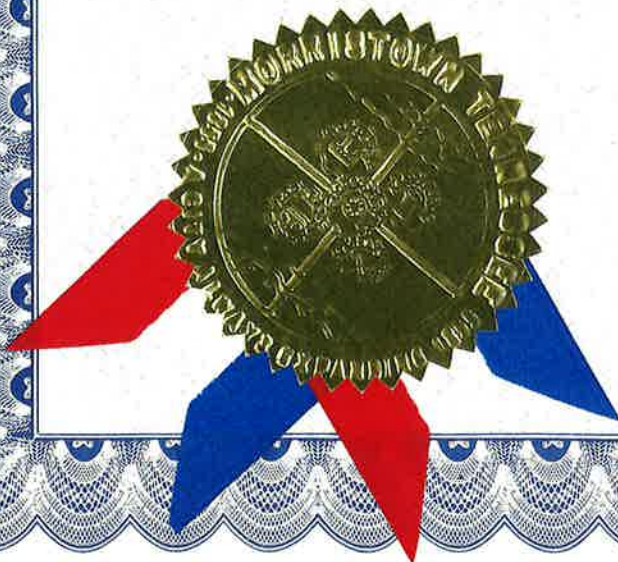
SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

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

Attest:

Date:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

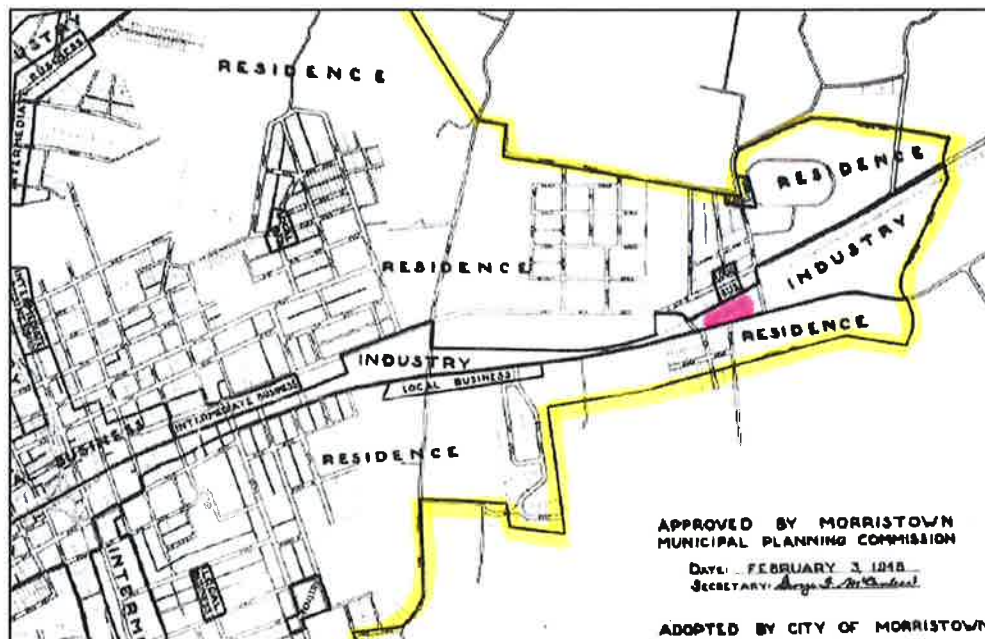


TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: October 16th 2018
REQUEST: Rezoning Request for 2323 East Morris Boulevard

BACKGROUND:

A rezoning request has been submitted by Store Master Funding II, LLC. for their property addressed as 2323 East Morris Boulevard (Hamblen County Tax ID # 034F G 010.00), located across from College Square Mall between South Haun Drive and Jim Senter Way.

This 2 acre site is zoned heavy industrial (HI) and is home to the Sagebrush restaurant and its expansive on site parking area. Records show this portion of East Morris Boulevard has been designated for manufacturing use since at least 1948 when it was, at that time, the eastern limits of the City. (indicated in pink below)



Of the 18 properties to the east (to Davy Crockett Highway) and west (to Hale Avenue) of the site, all of which are zoned HI (Heavy Industrial), none are currently utilized for industrial use. All are today used for commercial business. Zoning to the north between the railroad and Morningside Drive was rezoned from residential to OMP (Office Medical Professional) in 2008 and includes a mixture of both single and multifamily lots. Located south of the subject site are commercially zoned frontage lots along the highway with older but stable residential communities such as Oak Hills and Eastern Heights (platted 1947) behind.

The north side of Morris Boulevard has over the past decade been transforming from an unused warehouse row to a bustling commercial corridor from its intersection with Davy Crockett highway (Millers Landing/College Square Mall/Walters State) westward (Popkin Fields/DCS offices) to the City's downtown (Pet Sense/Walgreens/Sherwood Commons). Along with several of these redevelopments came requests to rezone from industrial to commercial which were approved. These development trends are certainly in line with what has been forecast for this area of the City as shown by the City's Future Land Use map. (shown next page)

RECOMMENDATION:

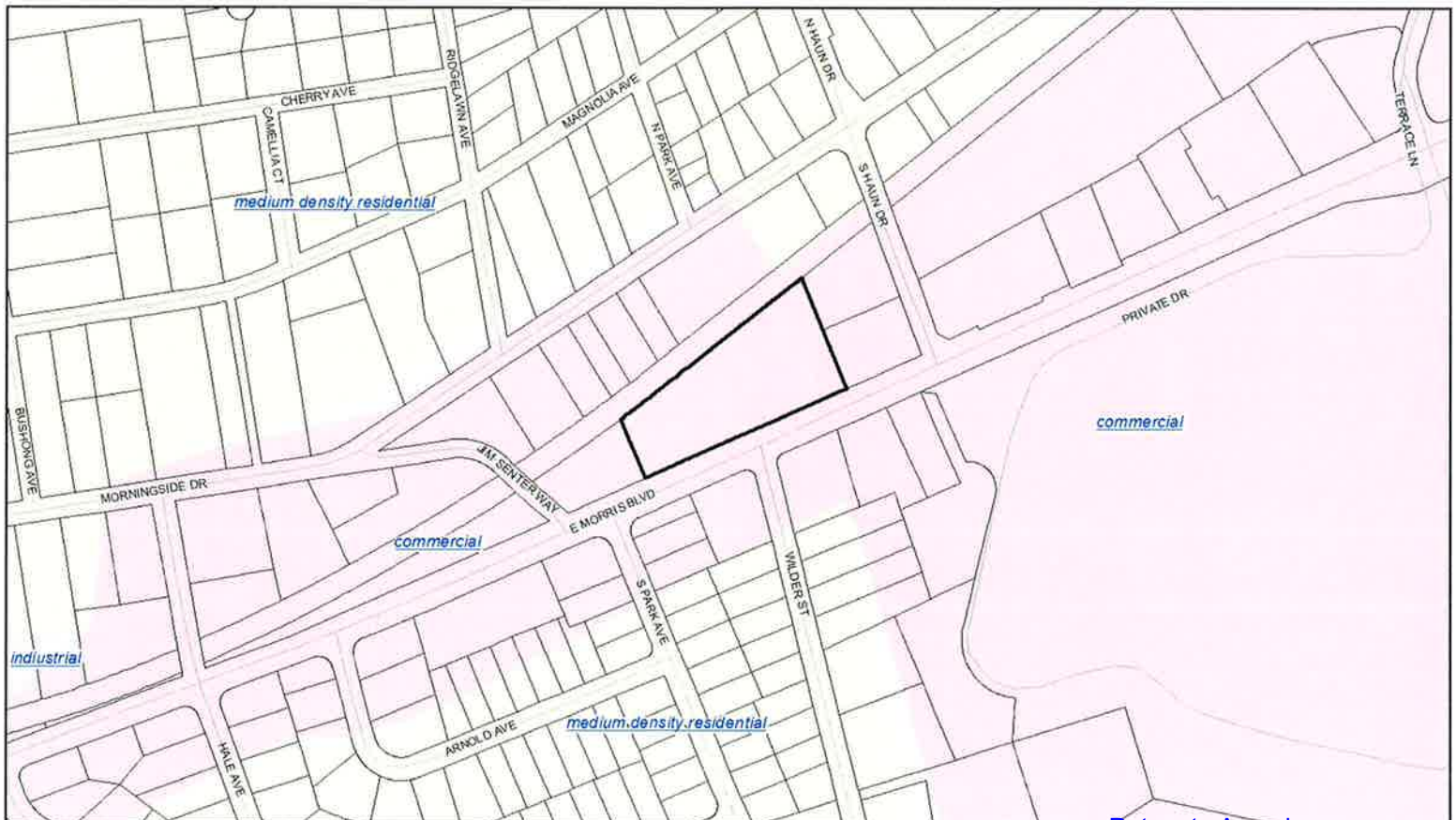
The Morristown Regional Planning Commission at their October 9th meeting voted unanimously to recommend this rezoning for approval to the City Council due to its consistency with surrounding properties as well as the City's Future Land Use Plan.

[Return to Agenda](#)

CURRENT ZONING



FUTURE LAND USE MAP



ORDINANCE NO. 3619

ENTITLED 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 Boulevard, from Heavy Industrial (HI) to Intermediate Business (IB).}*

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

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

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

SITUATED in the First Civil District of Hamblen County Tennessee, within the Corporate Limits of the City of Morristown, To Wit;

BEGINNING at an Iron Pin found in the Northern Margin of the Right of Way of East Morris Boulevard, Corner with Stanley, thence with the line of Stanley and Fisher Oil Company, North 20 Deg. 35 Min. 32 Sec. West 256.78 feet to an Iron Pin found set in the Southern Margin of the Right of Way of Southern Railroad; thence with the Southern Margin of the Right of Way of Southern Railroad South 53 Deg. 38 Min. 52 Sec West 210.9 feet to an Iron Pin found thence, still with the Southern Margin of the Right of Way of Southern Railroad and with the arc of a curve having a radius of 6910 Feet Southwesterly 279.12 feet to an Iron Pin set, thence South 21 Deg. 52 Min. 00 Sec. East 139.62 feet to an Iron Pin set in the Northern Margin of Right of Way of East Morris Boulevard, thence, with the Northern Margin of the Right of Way of East Morris Boulevard North 69 Det. 08 Min. 00 Sec East 470.09 feet to the point of beginning and containing 2.13 acres more or less, being all of tract two on a survey prepared by Dewberry and Davis Engineers, Architects, Planning and Surveyors printed July 23, 1987;

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 16th day of October 2018.

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



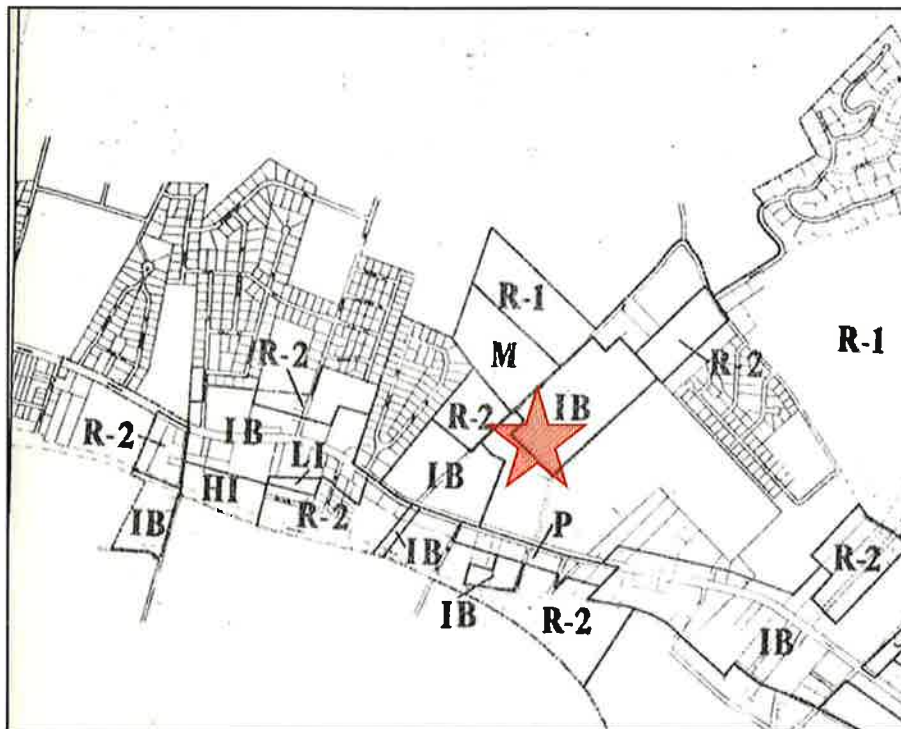
TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: October 9th 2018
REQUEST: Rezoning Request for St. Patrick Catholic Church

BACKGROUND

A rezoning request has been submitted by Mr. Michael Price on behalf of his client the Roman Catholic Diocese of Knoxville for their property (Saint Patrick Catholic Church) which is located east of Lowes and west of Masengill Springs on West Andrew Johnson Highway. The property, having been assigned Hamblen County Tax ID # 041B A 015.00, contains both a Church and Parish, addressed 2518 and 2520 West Andrew Johnson Highway, respectively.

Records show that the 6.3 acre site has been zoned R-1 (Single Family Residential) since at least 1976. Originally platted as two separate parcels, the Church combined them into one in 2001.

1976 Zoning Map



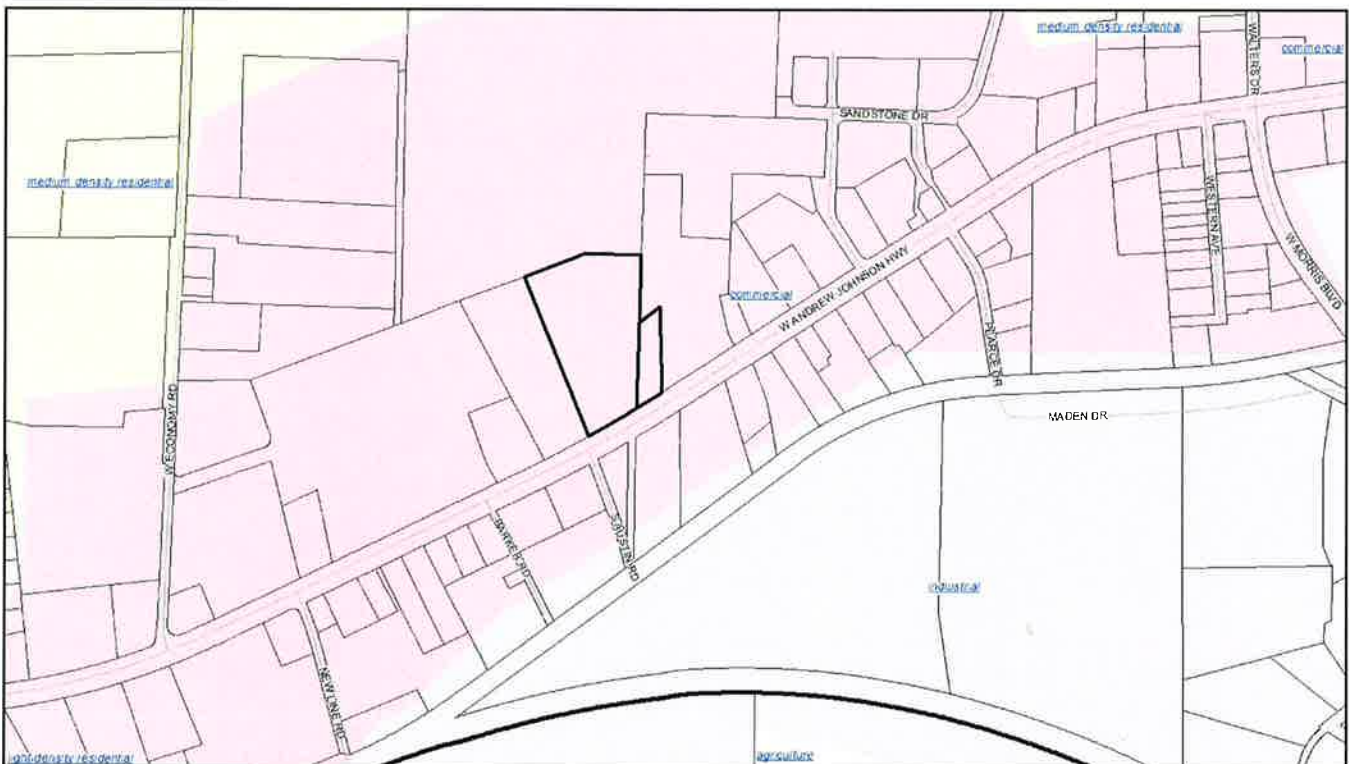
The City's Future Land Use Plan projects both sides of West Andrew Johnson to be commercially zoned as well as much of the acreage behind the Church. This trend has been reflected in recent redevelopments and commercial rezoning approvals along this portion of Highway 11E. (Masengill Springs/Syke's/Rural King) A small number of lots south of the site remain zoned for and used as professional offices.

The applicant seeks to rezone the property from R-1 to IB (Intermediate Business) in order to upgrade their outdoor monument sign. As outdoor advertising requirements for R-1 properties provide for residential development signage exclusively, advertising in commercial zones provide more flexibility.

CURRENT ZONING



FUTURE LAND USE



RECCOMENDATION –

The Morristown Regional Planning Commission at their October 9th meeting voted to recommend this zoning be approved to the City Council as it is consistent with the Future Land Use Plan and other land uses within this corridor.

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).}*

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 Single Family Residential (R1) to Intermediate Business (IB);

SITUATED in the Second Civil District of Hamblen County, Tennessee, as shown by Plat of Record in the Register's Office of Hamblen County, Tennessee in Book H Plat Page 221;

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 16th day of October 2018.

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator

CERTIFICATION OF ACCURACY

I HEREBY CERTIFY THAT THE PLAT DESCRIBED HEREON, IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE REGIONAL PLANNING COMMISSION AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE REGIONAL PLANNING COMMISSION.

15th DAY OF Dec. 2000

Walter J. Kent
SURVEYOR

TENNESSEE CERTIFICATE NO. 2070

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED PROPERTY (S) NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

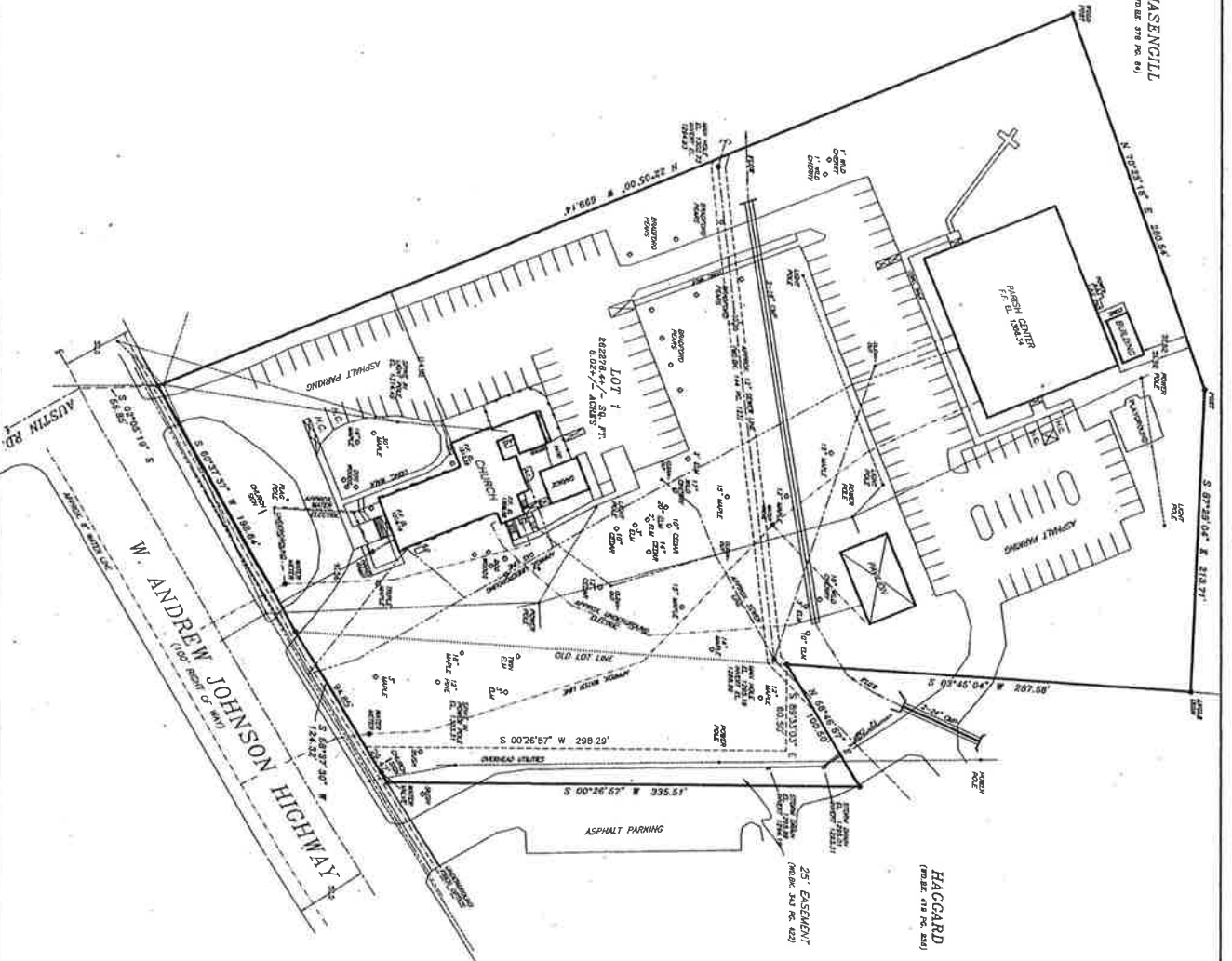
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN THEREON.

Walter J. Kent
SURVEYOR

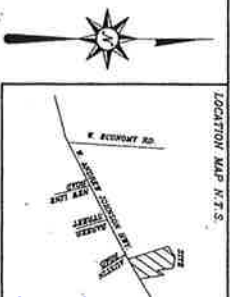
TENNESSEE CERTIFICATE NO. 2070



MASENCILL
(SCALE 210 FEET)



HAGGARD
(SCALE 210 FEET)



A.M. SURVEYING
RICHARD L. KENT R.L.S. # 2040

4638 FOWLER DRIVE
MORRISTOWN, TN 37802
PHONE: (423) 317-9828
FAX: (423) 317-9828

NOTES:

- PROPERTY IS ZONED-R1
- BUILDING SETBACK
- 35' FRONT
- 15' SIDE (SINGLE STORY)
- 15' SIDE (TWO STORY)
- 20' SIDE (THREE STORY)
- 4.5' UTILITY & DRAINAGE EASEMENT IS RESERVED ON EACH SIDE OF INTERIOR LOT LINES, AND A 10' UTILITY & DRAINAGE OF THE SUBDIVISION BOUNDARY
- PROPERTY CONSISTS OF ONE (1) LOT CONTAINING 6.02 ACRES±
- WDBK 369 PAGE 628
- PLAT BOOK 1 PAGE 105

NOTES:
STATION MONUMENTS WERE TAKEN FROM CITY CONTROL MONUMENT STATION 0011, REFERENCED TO W.D. (BL) LOCATED NEAR THE CORNER TO AUSTIN STREET, CORNER ALONG 11'-E

THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, SIGNIFICANT TO THE PROPERTY SURVEYED. UTILITIES MAY NOT BE SHOWN, NO GUARANTEE IS EXPRESSED OR IMPLIED WHETHER SHOWN OR NOT SHOWN ON THIS SURVEY. BEFORE ANY EXCAVATING CALL PROTECTION CENTER IN THE L.A. - 1111, UTILITIES UTILITIES ON PROPERTY WERE SHOWN TO ME BY JAMES MACK.

State of Tennessee, County of HAMILTON
Received for record the 29 day of
Nov 2001 at 12:17 PM. (REC# 72653)
Recorded in official records
Book HPLAT Pages 221-221
State Tax \$.00 Clerk's Fee \$.00
Recording \$ 12.00, Total \$ 12.00
Register of Deeds JIM CLARKSON
Deputy Register SHELLEY BRENN

BK HPLAT PG 221

01072653

FINAL PLAT OF:

SAINT PATRICK CATHOLIC CHURCH SUBDIVISION
RESUB LOT 1 & 2 HIRAW C. KING PARK & ADJOINING PROPERTY

PARCEL 14.00 & 15.00 GROUP "A"	MAR 14-B	OWNERS:
WARD	CITY OF MORRISTOWN	ST. PATRICK CATHOLIC CHURCH
DISTRICT 14	DATE 14-15-00	2518 W. A.J. HIGHWAY
SCALE: 1" = 60'	DWG. NO. 00-206	MORRISTOWN, TN.
		(423) 586-9174

I hereby certify that I am the owner of the land shown on this plat and do hereby dedicate this land for district, rights of way and any other for public use.

15th DAY OF Dec. 2000
Walter J. Kent
OWNER

I hereby certify that the subdivision plat shown herein has been found to comply with the subdivision standards for Morristown, Tennessee. Exceptions of such variances, if any, are as noted in the minutes of the planning commission and that it has been approved for recording in the offices of the county register.

Map 2
Walter J. Kent
Secretary, Planning Commission



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: October 16th, 2018
SUBJECT: 1294 Old Witt Road Rezoning

BACKGROUND:

This is a request from the property owner, Robert Parvin, of 1294 Old Witt Road to rezone his property from Single Family Residential District (R1) to Intermediate Business District (IB). The owner states when the property was annexed with the R1 zoning designation, it made the existing office/retail business nonconforming. This rezoning will bring the building and use into conformance.

The property is approximately 0.84 acres and contains an office/retail building on the site. The properties to the north and east are zoned by the county as agriculture (A1) with the property to the north containing a single family house with a pond that is advertised as a wedding/events venue ("Raines Manor") and the property to the east containing a single family house with a farm. The properties to the southwest are residential and zoned R1. However, there are intermediate business zoned properties to the south and southwest including storage units being located directly across the street.



RECOMMENDATION:

This rezoning request from R1 to IB will bring the office/retail use on this property into conformance and it is also compatible with the surrounding zoning and land uses. Thus, staff recommends approval of this request.

At their October 9th meeting, Planning Commission voted 7-0 in support of this request.

ORDINANCE NO. 3621

ENTITLED 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 Road, from Single Family Residential (R1) to Intermediate Business (IB), 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 Single Family Residential (R1) to Intermediate Business (IB);

BEGINNING at the point of intersection of the western boundary of the Old Witt Road right-of-way, Parcel 53.02 of Hamblen County Tax Map 057, and Parcel 071.02 of Hamblen County Tax Map 057 and heading in a southwesterly direction along the common boundary shared by Parcel 53.02 of Hamblen County Tax Map 057 and Parcel 071.02 of Hamblen County Tax Map 057 to the point of intersection between Parcel 53.02 Hamblen County Tax Map 057, Parcel 071.02 of Hamblen County Tax Map 057, and Parcel 53.01 Hamblen County Tax Map 057; Thence in a northerly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and Parcel 53.02 of Hamblen County Tax Map 057 to the point of intersection between the northwest corner Parcel 53.02 Hamblen County Tax Map 057 and Parcel 53.01 Hamblen County Tax Map 057; Thence in a easterly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and Parcel 53.02 of Hamblen County Tax Map 057 to the point of intersection of Parcel 53.01 of Hamblen County Tax Map 057, Parcel 53.02 of Hamblen County Tax Map 057, and the western boundary of the Old Witt Road right-of-way; Thence in a southerly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and the Old Witt Road right-of-way to the point of beginning.

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 16 day of October 2018.

Mayor

ATTEST:

City Administrator

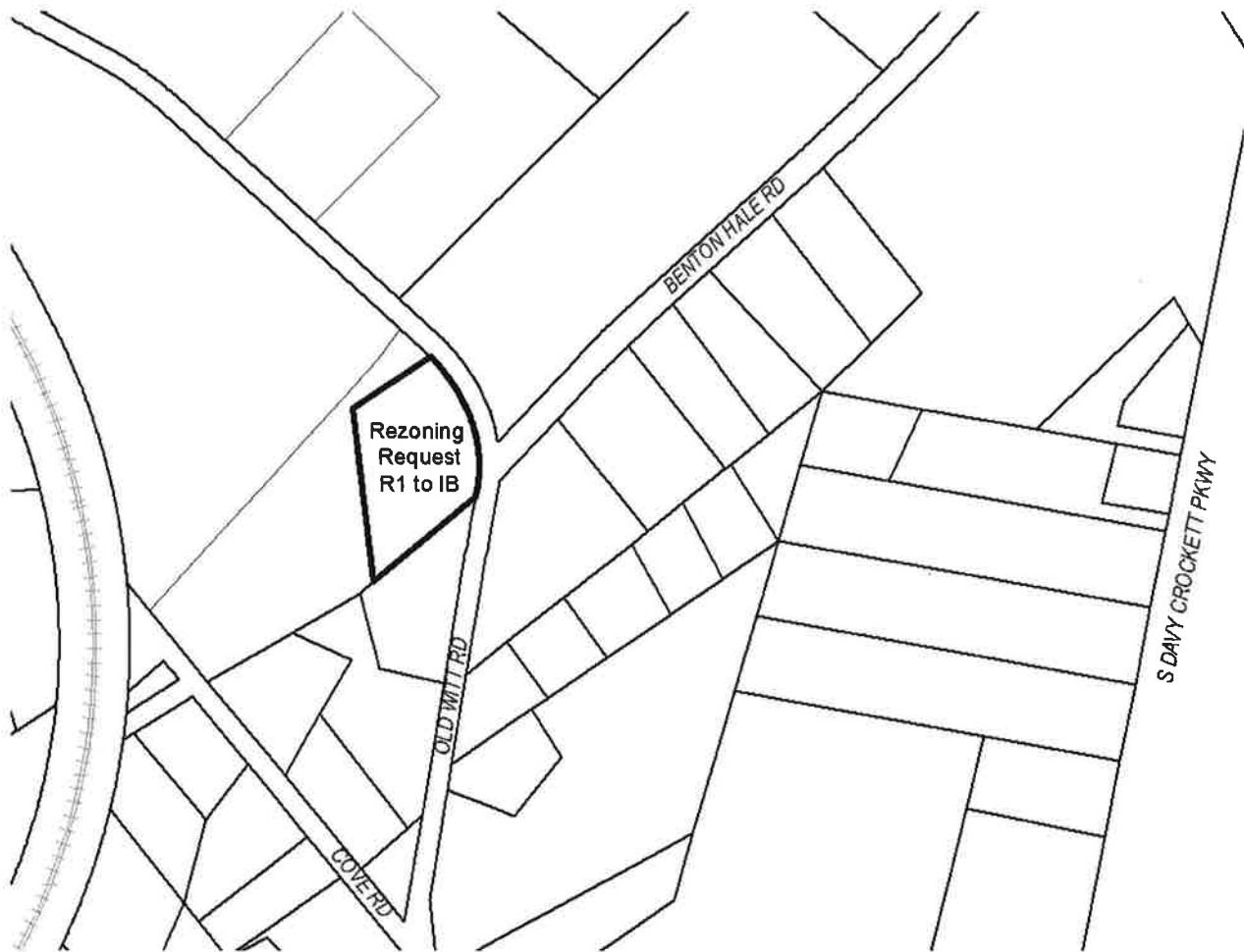
Passed on second and final reading this the 6 day of November 2018.

Mayor

ATTEST:

City Administrator

Exhibit A:



RESOLUTION NO. _____
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

RESOLUTION NO. _____

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
Number_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAMBLEN
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>
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*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 if 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 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.

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 agent 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

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on November 6, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said Municipality on_____,
2018.

City Administrator

EXHIBIT A

REPORT OF DIRECTOR OF STATE AND LOCAL FINANCE

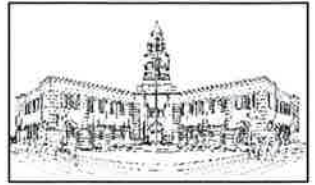
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City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

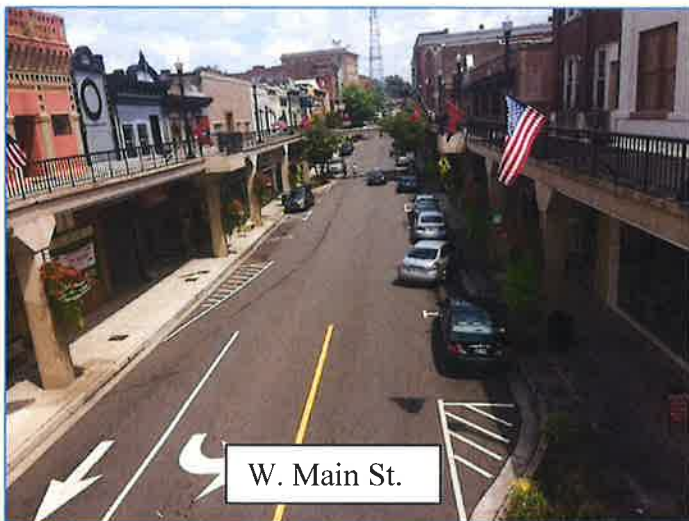


TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SN*
DATE: November 6, 2018
SUBJECT: Text Amendment – Chapter 11, CBD - Central Business District

BACKGROUND:

As part of Staff's continuing effort to update the Zoning Ordinance, Staff has begun reviewing the CB - Central Business District.

To begin this process, Staff held a community meeting at Venture Place on August 23rd where the public and downtown property owners were invited to come and share their visions for the downtown. Approximately 25 people attended the meeting. During the meeting it was concluded that the CBD is really comprised of two distinct development styles. The historic buildings along East and West Main Street and North and South Cumberland are urban, built close to the street and are pedestrian oriented. While the buildings and properties along East and West Morris Boulevard are more automobile oriented, suburban style development with the buildings set back from the street and surrounded by on-site parking lots.



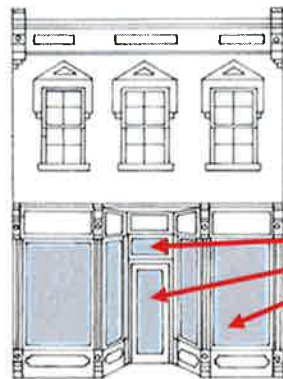
In order to accommodate the diverse building types, a second set of development standards are proposed for the historic Main Street area to be identified as the "Urban Corridor". The buildings along the Main Street corridor are characterized as multi-story structures set close to the street. At the community meeting it was felt that any new construction/reconstruction should match the architectural context and style of the corridor. Therefore, Staff is proposing a minimum building height of two (2) stories with a maximum building setback of five (5) feet from the street right-of-way.

Another important element of these historic buildings is the street level front façades. Historically, downtown buildings were known to have large windows where pedestrian walking by can view into shops or

people in restaurants can view out on to the street. This enhanced the overall experience of being in the downtown.



Staff conducted a survey of downtown buildings and found that the buildings had glass opening of sixty-five (65) percent. In order to match this, Staff is proposing 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.



Min. of 60% of the street level
façade shall be transparent glass

Buildings outside of the proposed “Urban Corridor” will continue to be regulated by the building standards currently in place.

On September 30th, the Crossroad Downtown Partnership Board of Directors unanimously voted to endorse the proposed changes to the Central Business District. The Planning Commission at its October 9th meeting voted unanimously to recommend the proposed text amendments.

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

CHAPTER 11
(CB) CENTRAL BUSINESS DISTRICT

SECTION

- 14-1101. CB CENTRAL BUSINESS DISTRICT.
- 14-1102. USES PERMITTED.
- 14-1103. USES PERMITTED ON REVIEW.
- 14-1104. BUILDING SETBACKS.
- 14-1105. MINIMUM SIZE OF APARTMENT UNITS.

Chapter 11
CB CENTRAL BUSINESS DISTRICT

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. Amusement Enterprise
- ~~2. Appliance Stores.~~
- ~~3. Architects' and Artists' Studios.~~
- ~~4. Architectural Offices.~~
- ~~5. Automobile Detailing/Car Wash.~~
- ~~6. Automobile Parts Store. (2649-10/01/1994)~~
- ~~7. Automobile Rental Agencies. (2716-10/19/1993)~~
- ~~8. Automobile Sales Agencies (New and Used).~~
- ~~9. Bakery Goods Store.~~
10. Bank.
11. Beauty Shops/Barber Shops.
Business, Professional or Governmental Offices
12. Book Store.
- ~~13. Brokerage Companies.~~
- ~~14. Candy Store.~~
Catering Services
Churches, Synagogues, Temples, Parsonages, Parish Houses and other Places of Worship.
- ~~15. Clothing Store.~~
- ~~16. Delicatessen.~~
- ~~17. Dentists.~~
- ~~18. Doctors.~~
- ~~19. Drug Store/Pharmacies/Apothecaries.~~
- ~~20. Dry Cleaning Pick-up Station.~~
- ~~21. Engineers.~~
22. Farm and Implement Sales Agencies.
- ~~23. Feed and Farm Stores.~~
24. Florist Shop.
- ~~25. Fruit Market.~~
26. Funeral Homes. Mortuaries and Funeral Services (No Crematoriums)
27. Gasoline Service Station/Convenience Stores.
- ~~28. Grocery Store.~~

- ~~29. Hardware Store.~~
Kindergartens and Child Nurseries with more than six (6) pupils.
30. Health Salon.
31. Hotels and motels.
- ~~32. Ice Cream Store.~~
33. ~~Insurance Agencies.~~
34. ~~Jewelry Store.~~
35. ~~Laundry Pick-Up Station.~~
- ~~36. Laundry, Self-Service.~~
- ~~37. Lawyers.~~
Limited Service Restaurants
38. ~~Loan Company.~~
39. ~~Masseurs.~~
40. ~~Meat Market.~~
41. ~~Medical Offices.~~
Microbreweries
42. ~~Mini-Storage Rental Warehouse Units.~~
43. ~~Motels.~~
44. ~~News Stand.~~
45. ~~Optometrists.~~
46. Parking Lots and/or Parking Garages.
47. ~~Pawnbroker.~~
48. ~~Plant and Flower Nurseries (retail and wholesale).~~
49. Private Clubs.
50. ~~Psychiatrists.~~
- ~~51. Psychologists.~~
Public Parks and other Recreational Facilities.
52. ~~Radio Store and/or Repair Shop.~~
53. ~~Real Estate Agencies.~~
Residential Dwellings (one-family, two-family, multifamily) located above the ground floor of commercial buildings
54. Restaurant.
Retail sales establishment
Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes.
55. ~~Shoe Store and/or Repair Shop.~~
- ~~56. Shopping Centers/Malls.~~
- ~~57. Tailor Shop.~~
- ~~58. Television Store and/or Repair Shop.~~
59. Theater.
60. ~~Trailer Sales Agency.~~
61. ~~Truck Sales Agency.~~
62. ~~Trust Companies.~~
- ~~63. Variety Store.~~

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

1. ~~Adult Oriented Establishments: Because adult oriented establishments have a deteriorating effect on property values, create higher crime rates in the area, create traffic congestion, and depress nearby residential neighborhood conditions these activities will only be permitted when minimum conditions can be met. (2488-11/04/1986) (3431-02/07/2012)~~

~~The following minimum conditions must be complied with for a site to be approved for adult oriented establishments:~~

- ~~a. The site shall not be less than one thousand (1,000) feet from any residentially zoned property at the time of approval for an adult entertainment activity.~~
- ~~b. The site shall not be less than one thousand (1,000) feet from any amusement catering to family entertainment.~~
- ~~c. The site shall not be less than one thousand (1,000) feet from any school, daycare center, park, church, mortuary or hospital.~~
- ~~d. The site shall not be less than one thousand (1,000) feet from any area devoted to public recreation activity.~~
- ~~e. The site shall not be less than one-half (1/2) mile from any other adult entertainment business site.~~
- ~~f. Measurement shall be made from the nearest wall of the building in which the adult oriented establishment is situated to the nearest property line or boundary of the above mentioned uses, measuring a straight line on the Morristown Zoning Map.~~
- ~~g. The site shall be located on a designated Principal Arterial street.~~
- ~~h. The site shall comply with off road parking requirements as regulated by Section 14-216 of the Municipal Code of the City of Morristown.~~
- ~~i. Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use on Review approval along with site plans, surveys or other such special information as might reasonably be required by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.~~
2. Amusement Enterprise: (3502-06/17/2014)
3. Animal Clinics and/or Hospitals.
 - a. The property shall have access from a collector or arterial street.
4. Automobile Repair Shops.
5. Bed and Breakfast operations (~~see section 14-1009~~).
 - a. The proposed use must meet the requirements under Section 14-611.
6. Bonding companies.
7. Bottling Works.
8. Catering Services. (2851-09/17/1996)
 - a. ~~Not more than twenty percent (20%) of the floor area of the principal and accessory buildings shall occupy such use.~~
 - b. ~~No external alterations or evidence of such occupations existence shall be visible outside the residence.~~
 - c. ~~No trucks or service vehicles shall have signs or indication of such occupation or be parked outside the residence.~~
 - d. ~~Certification by the Hamblen County Health Department shall be required.~~
 - e. ~~Upon complaint of any neighbor within viewing distance of this residence, a review to show cause shall be conducted by the Board of Zoning Appeals with revocation of the "Use on Review" status being the consideration at hand.~~
9. Cemeteries. (2806-07/18/1995)
10. Churches, Synagogues, Temples, and other Places of Worship. (moved to permitted uses)
11. Convalescent and Nursing Homes retirement homes, orphanages, and assisted living facilities
12. Country Clubs and Golf Courses (public or private)
13. Dog Grooming operation/Kennel operation. (2947-06/02/1998)
14. Exterminators/Pest Control Agencies.
15. Governmental (or Public) Buildings.
16. Group Home.
17. Home Occupation.
 - a. The proposed use must meet the requirements under Section 14-228.

18. Human Care Clinics and/or Hospitals and Institutions for Medical Education
 - a. The property shall have access from a collector or arterial street.
19. ~~Institutions for Medical Education.~~
20. ~~Kindergartens and Child Nurseries, provided that there are not more than six (6) pupils and provided that said activities are conducted as a customary home occupation.~~
21. ~~Kindergartens and Child Nurseries with more than six (6) pupils.~~
22. Light Printing.
 - a. The property shall have access from a collector or arterial street.
23. ~~Methadone Treatment Clinic or Facility. (3169-03/02/2004) (3431-02/07/2012) —~~
 - a. ~~The consideration for approval by the Board of Zoning Appeals of a methadone treatment clinic or facility shall be contingent upon the receipt of the appropriate license and certificate of need by the State of Tennessee.~~
 - b. ~~Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use of Review approval along with the license of the applicant, certificate of need, site plan, survey or other information deemed reasonable by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.~~
 - c. ~~The clinic or facility shall be located on and have access to a Principal Arterial street.~~
 - d. ~~Measurement shall be made in a straight line on the Morristown Zoning Map from the nearest wall of the building in which the methadone treatment clinic or facility is situated to the nearest property line of the following uses:~~
 1. ~~The clinic or facility shall not be located within one thousand (1,000) feet of a school, day care facility, park, church, mortuary or hospital.~~
 2. ~~The clinic or facility shall not be located within one thousand (1,000) feet of any establishment that sells alcoholic beverages for either on- or off- premises consumption.~~
 3. ~~The clinic or facility shall not be located within one thousand (1,000) feet of any area devoted to public recreation activity.~~
 4. ~~The clinic or facility shall not be located within one thousand (1,000) feet of any amusement catering to family entertainment.~~
 5. ~~The site shall not be less than one thousand (1,000) feet of any residentially zoned property at the time of approval.~~
 6. ~~The site shall not be less than one-half (1/2) mile from any other methadone treatment clinic or facility.~~
 7. ~~The site shall comply with off-road parking requirements as regulated by Section 14-216 of the Municipal Code of the City of Morristown. —~~
24. ~~Monument Sales and Service. (2426-05/13/1985)~~
25. ~~Mortuaries.~~
26. ~~Orphanages.~~
27. ~~Pain Management Clinic: (3431-02/07/2012)~~
 - a. ~~For the purposes of this ordinance, a pain management clinic means a privately-owned facility in compliance with the requirements of TCA § 63-1-302 through § 63-1-311 in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve-month period.~~
 - b. ~~This section does not apply to the following facilities as described in TCA § — 63-1-302:~~
 1. ~~A medical or dental school, an osteopathic medical school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs;~~

- ~~2. Hospital as defined in TCA § 68-11-201, including any outpatient facility or clinic of a hospital;~~
- ~~3. Hospice services as defined in TCA § 68-11-201;~~
- ~~4. A nursing home as defined in TCA § 68-11-201;~~
- ~~5. A facility maintained or operated by the State of Tennessee; or~~
- ~~6. A hospital or clinic maintained or operated by the federal government.~~
- ~~e. Certification. Said facility shall maintain in good standing a certificate in compliance with TCA § 63-1-306 through § 63-1-309.~~
- ~~d. Receipts. A pain management clinic, in conformity with TCA § 63-1-310 may accept only a check, credit card or money order in payment for services provided at the clinic, except that a payment may be made in cash for a co-pay, coinsurance or deductible when the remainder of the charge for services is submitted to the patient's insurance plan for reimbursement.~~
- ~~e. Applicants for a Use on Review for a pain management clinic shall submit a site plan clearly depicting the following:~~
 - ~~1. Off Street Parking and Vehicular Operation. Off street parking shall be provided for the facility at a rate of one (1) space per two hundred square feet of total clinic floor area and there shall be no cuing of vehicles in the public right of way.~~
 - ~~2. Location. The clinic shall not be located within one thousand (1,000) feet, as measured from the closet wall of the proposed building to the nearest property line, of any school, day care facility, park, church, residential district, pharmacy or similar facility that sells or dispenses either prescription drugs or over the counter drugs or any establishment that sells alcoholic beverages for either on or off premises consumption.~~
 - ~~3. The site shall not be less than one-half (1/2) mile from any other pain management clinic.~~
 - ~~4. Access. The clinic shall be located on property that is adjacent to and has access to a principal arterial street as shown on the Morristown, Tennessee Transportation Plan.~~
 - ~~5. Maps showing existing land use and zoning within one quarter (1/4) mile of the proposed site should be submitted with an application for Use on Review approval along with the license of the applicant, certificate of need, site plan, survey or other information deemed reasonable by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.~~
 - ~~6. In reviewing each application, the Board of Zoning Appeals may establish additional requirements or conditions of approval to further reduce the impact such facility may have on surrounding properties.~~
- ~~28. Parish houses.~~
- ~~29. Parsonages.~~
- ~~30. Public Parks and other Recreational Facilities.~~
- ~~31. Residential Dwellings (one-family); needs Planning Commission approval.~~
- ~~32. Residential Dwellings (two-family); needs Planning Commission approval.~~
- ~~33. Residential Dwellings (multi-family); with Planning Commission approval.~~
- ~~34. Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes.~~
- ~~35. Rooming or boarding house.~~
- ~~36. Schools (public or private).~~
 - ~~a. The property shall have access from a collector or arterial street.~~
- ~~37. Towing as an accessory use for an automobile repair shop. (2983-04/23/1999)~~
- ~~38. Truck Terminals, provided that the overall site plan for such development be reviewed and approved by the Morristown Planning Commission and is found not to conflict with the intent of this zoning district. (2558-11/15/1988)~~
- ~~39. Uniform Specialty Shops.~~
- ~~40. Upholstery Shops. (2240-10/07/1980)~~
- ~~41. Welding Supply. (2426-05/13/1985)~~

42. ~~Wholesale and distributing centers not involving over 5,000 square feet for storage of wares to be wholesaled or distributed, nor the use of any delivery vehicle rated at more than 1 1/2-ton capacity, nor a total of more than five (5) delivery articles.~~

~~14-1104. 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.~~

~~14-1105. 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.~~

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

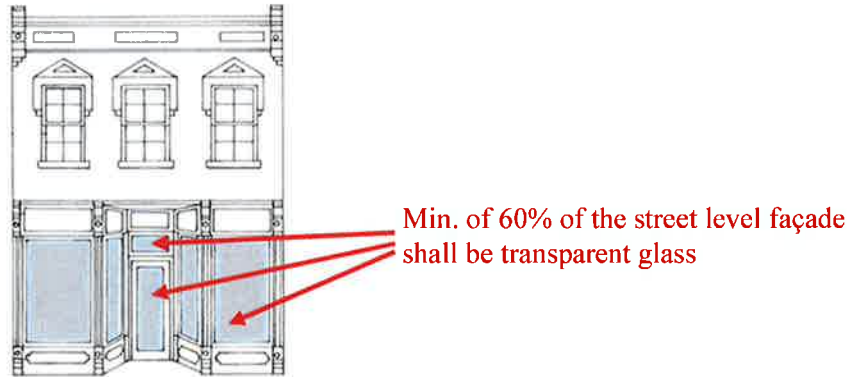
All buildings shall be set back no further than five (5) feet from the front lot line. Corner lots shall be considered to have front lot lines for all sides of the lot adjoining a public right-of-way, excluding alleys.

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.

ORDINANCE NO. _____

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.

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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.

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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

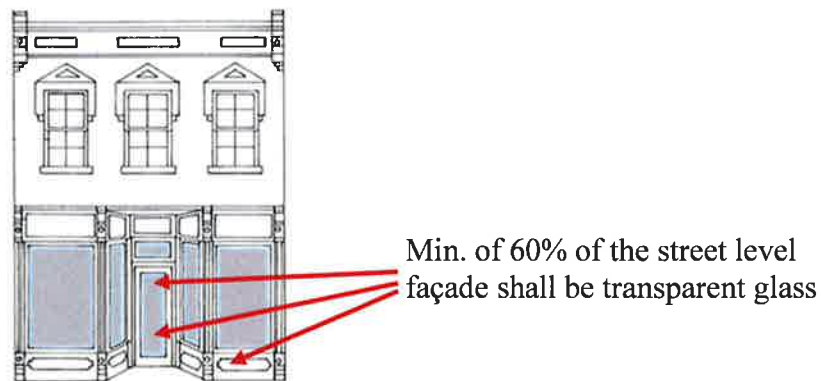
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1. The maximum building height is four (4) stories or forty-five (45) feet.
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Apartment units located in the Central Business District (CBD) zone shall be 500 square feet or larger. This shall not 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



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 4, 2018

Gary Chesney, Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Dear Mayor Chesney:

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

A grant totaling \$97,000.00 has been approved for the Tree Removal / Obstruction along RR, as itemized in your request. Of the project total, 5% will be the responsibility of the City of Morristown.

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

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

Sincerely,

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

Michelle Frazier
Aeronautics Director

MF:gb

Enclosure

TAC: 9/20/2018

cc: Buddy Fielder, Assistant City Administrator



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 4, 2018

Gary Chesney, Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Re: Project Description: Tree Removal / Obstruction along RR
TAD Project No: 32-555-0563-19
TAD Contract No: AERO-19-198-00

Mayor Chesney:

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

In accordance with Section E: Grantee Match of the grant, a local deposit is required in the amount of \$4,850.00. Make your check payable to the Tennessee Department of Transportation and mail to:

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

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

If you have any questions, please give me a call at (615)741-9125.

Sincerely,

A handwritten signature in blue ink that reads "Evan Lester".

Evan Lester
Transportation Program Monitor 2

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
9/20/2018	9/19/2019	40100-00619	57815		
Grantee Legal Entity Name				Edison Vendor ID	
City Morristown				4108	
Subrecipient or Contractor		CFDA # 20.106			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		Grantee's fiscal year end – June 30			
Service Caption (one line only)					
Tree Removal / Obstruction along RR					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$52,150.00	\$40,000.00		\$4,850.00	\$97,000.00
TOTAL:	\$52,150.00	\$40,000.00		\$4,850.00	\$97,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
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)			
		71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

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

- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two**, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **September 20, 2018** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

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

Department of Transportation-Aeronautics Division
aero.grants@tn.gov

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

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

The State:

Evan Lester, Transportation Program Monitor 2
 TN Dept. of Transportation-Aeronautics Division
 607 Hangar Lane, Bldg. 4219
 Nashville, TN 37217
 Telephone: 615-741-3208
 Email: Evan.Lester@tn.gov

The Grantee:

Gary Chesney, Mayor
 City of Morristown
 PO Box 1499
 Morristown, TN 37816-1499
 Email Address: kmorilak@mymorristown.com
 Telephone: 423-581-0100

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, Department of Transportation." 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 Four**.

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

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

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- 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 Tenn. Code Ann. §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. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. Federal Equal Opportunity Clause for Federally Assisted Construction Contracts. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.8. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

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

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental

agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.9. **Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport.** The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

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

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

- E.10. **Airport Operations.** For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.11. **Compliance with FAA Regulations.** For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.12. **No Retainage Allowed.** The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.13. **Printing Authorization.** The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.14. **Competitive Procurements.** Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

TAD # 32-0563-19

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

City of Morristown

Incorporated 1855



May 21, 2018

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

Director Frazier:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$97,000 for the assistance of removal of trees/obstructions parallel to the runway bordering the railroad at the Morristown Regional Airport. This is safety project. Approved funding will allow the City of Morristown to remove safety issues along the southern border of the property.

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

Sincerely,

Mr. Louis "Doe" Jarvis, Chairman
Morristown Airport Commission

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

Airport: Moore-Murrell Field
Project Title: Tree Removal / Obstruction along RR
Project Description: Tree Removal / Obstruction along RR

UPIN: BCG0002076
Submitted By: Joey Barnard
Date Submitted: 5/23/2018 6:51:14PM
Project Manager: Chuck Hoskins

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

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

Explanation of Need: Removal of trees/obstruction that are parallel to the runway. These trees are between the runway and the railroad tracks on the southern border of the airport

Estimated Cost:

Fiscal Year:	2,018	
Federal:	\$92,150	95.0%
State:	\$0	0.0%
Local:	\$4,850	5.0%
Other:	\$0	0.0%
Total:	\$97,000	100%

Matching Funds Available?: 4,850.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY


Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:  Date: 7-26-18

TAC Signature:  Date: 9-20-18

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	CITY OF MORRISTOWN
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-052
Federal award date	October 2017
CFDA number and name	20.106
Grant contract's begin date	9/20/2018
Grant contract's end date	9/19//2019
Amount of federal funds obligated by this grant contract	\$40,000
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/18-6/19) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,276,468
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0563-19) every six (6) months.

Any questions please contact your Program Monitor, **Evan Lester**, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Morristown: Tree Removal / Obstruction along RR			AERO-19-198-00	
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following				
Applicable Period: BEGIN: September 20, 2018				

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

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

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

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Tree Removal / Obstruction along RR	\$97,000.00
TOTAL	\$97,000.00

32-555-0563-19

Project Breakdown:	\$ 40,000.00	41% Federal 52 (NPE)
	\$ 52,150.00	54% State
	\$ 4,850.00	05% Local
Grant Total:	\$ 97,000.00	100%

ATTACHMENT FOUR
PAGE ONE

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:

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 4, 2018

Gary Chesney, Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Dear Mayor Chesney:

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

A grant totaling \$85,000.00 has been approved for the Security Fence along RR, as itemized in your request. Of the project total, 5% will be the responsibility of the City of Morristown.

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

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

Sincerely,

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

Michelle Frazier
Aeronautics Director

MF:gb

Enclosure

TAC: 9/20/2018

cc: Buddy Fielder, Assistant City Administrator



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 4, 2018

Gary Chesney, Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Re: Project Description: Security Fence along RR
TAD Project No: 32-555-0164-19
TAD Contract No: AERO-19-199-00

Mayor Chesney:

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

In accordance with Section E: Grantee Match of the grant, a local deposit is required in the amount of \$4,250.00. Make your check payable to the Tennessee Department of Transportation and mail to:

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

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

If you have any questions, please give me a call at (615)741-9125.

Sincerely,

Evan Lester
Transportation Program Monitor 2

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 9/20/2018		End Date 9/19/2019		Agency Tracking # 40100-00619	
Edison ID 57815					
Grantee Legal Entity Name City Morristown					Edison Vendor ID 4108
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Security Fence along RR					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$4,250.00	\$76,500.00		\$4,250.00	\$85,000.00
TOTAL:	\$4,250.00	\$76,500.00		\$4,250.00	\$85,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; width: 60%;"> For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval. </div> <input type="checkbox"/> Non-competitive Selection <div style="float: right; width: 60%;"> Describe the reasons for a non-competitive grantee selection process. </div>					
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) 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

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

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **September 20, 2018** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Eighty Five Thousand Dollars and No Cents (\$85,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
aero.grants@tn.gov

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

- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

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

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

The State:

Evan Lester, Transportation Program Monitor 2
 TN Dept. of Transportation-Aeronautics Division
 607 Hangar Lane, Bldg. 4219
 Nashville, TN 37217
 Telephone: 615-741-3208
 Email: Evan.Lester@tn.gov

The Grantee:

Gary Chesney, Mayor
 City of Morristown
 PO Box 1499
 Morristown, TN 37816-1499
 Email Address: kmorilak@mymorristown.com
 Telephone: 423-581-0100

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, Department of Transportation." 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 Four**.

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

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

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- 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 Tenn. Code Ann. §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. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. Federal Equal Opportunity Clause for Federally Assisted Construction Contracts. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.
- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.8. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

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

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental

agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.9. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.
- Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.
- All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**
- E.10. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.11. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.13. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.14. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

TAD # 32-0164-19

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

City of Morristown

Incorporated 1855



May 21, 2018

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

Director Frazier:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$85,000 for the assistance of replacement of fencing along the railroad at the Morristown Regional Airport. This is safety project. Approved funding will allow the City of Morristown to replace security fencing after the removal of trees along the southern border of the property.

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

Sincerely,

Mr. Louis "Doe" Jarvis, Chairman
Morristown Airport Commission

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE
PAGE TWO

Airport: Moore-Murrell Field
Project Title: Security Fence along RR
Project Description: Security Fence along RR

UPIN: BCG0003020
Submitted By: Chuck Hoskins
Date Submitted: 9/19/2018 5:38:40PM
Project Manager: Chuck Hoskins

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

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

Explanation of Need: This will install security fencing along the railroad after tree removal.

Estimated Cost:

Fiscal Year:	2,018	
Federal:	\$80,750	95.0%
State:	\$0	0.0%
Local:	\$4,250	5.0%
Other:	\$0	0.0%
Total:	\$85,000	100%

Matching Funds Available?: 4,250.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:



Date: 7-26-18

TAC Signature:



Date: 9-20-18

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	CITY OF MORRISTOWN
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-050
Federal award date	August 2016
CFDA number and name	20.106
Grant contract's begin date	9/20/2018
Grant contract's end date	9/19/2019
Amount of federal funds obligated by this grant contract	\$76,500.00
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/18-6/19) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,316,579
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0164-19) every six (6) months.

Any questions please contact your Program Monitor, **Evan Lester**, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Morristown: Security Fence along RR			AERO-19-199-00	
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following				
Applicable Period: BEGIN: September 20, 2018				

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

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

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

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Security Fence along RR	\$85,000.00
TOTAL	\$85,000.00

32-555-0164-19

Project Breakdown:	\$ 76,500.00	90% Federal 50 (NPE)
	\$ 4,250.00	05% State
	<u>\$ 4,250.00</u>	<u>05% Local</u>
Grant Total:	\$ 85,000.00	100%

**ATTACHMENT FOUR
PAGE ONE****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:

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2018 by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 (“City”); and TUFF TORQ CORPORATION (“Tuff Torq”) a Tennessee corporation authorized to do business in the State of Tennessee.

WHEREAS Tuff Torq has requested permission from the City to enter onto and use City owned property located at the Morristown Regional Airport (“Airport”), for the purpose of testing transmissions.

WHEREAS the City has agreed to allow Tuff Torq to utilize this property at the Airport, specifically, the grass area beside the taxiway/runway.

NOW THEREFORE, in consideration of the foregoing recitals, the City and Tuff Torq agree as follows:

WITNESSETH

1. The City does hereby agree to grant Tuff Torq a license to enter onto and use the City’s property located at the Morristown Regional Airport, for the purpose of testing transmissions. Tuff Torq intends to use the grass area located beside the taxiway/runway.

2. Tuff Torq agrees that it will only test transmissions on the grass area and will not encroach upon or go onto the actual taxiway, runway, or other paved surfaces at the Airport.

3. The City agrees to permit Tuff Torq to have access to and use this property for for a period of three (3) years, beginning December 1, 2018. However, in the event that at the expiration of the original three (3) year term this Agreement has not been otherwise terminated, it shall automatically renew on an annual basis for consecutive periods of one (1) year each, barring notice of termination by either party at least sixty (60) days prior to the expiration of the original term or any automatic renewal term. If Tuff Torq relocates from this area and/or no longer needs to utilize this property, Tuff Torq agrees to return the property to its original condition, or close thereto, at no cost to the City.

4. Tuff Torq agrees that each time prior to going to the Airport to use this property, it will always contact Joey Barnard, Assistant City Administrator, or his designee for express permission, and it will always provide at least three (3) days notification. Furthermore, while on site, Tuff Torq agrees to communicate with Airport

personnel and to listen to radio frequency to ensure the safety of the Tuff Torq employees and agents, as well as any incoming or departing pilots and passengers.

5. Tuff Torq agrees to defend, indemnify and hold the City harmless from any and all claims, losses, costs, expenses, or damages arising from the use of the property and Tuff Torq's license to enter and be on the City's property. Furthermore, Tuff Torq agrees to maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of one million dollars (\$1,000,000). In addition, Tuff Torq agrees to maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of one million dollars (\$1,000,000), automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of one million dollars (\$1,000,000), and all risk property insurance covering all personal property for full replacement value. The required insurance shall be in place for the duration of this license agreement.

WITNESS our hands the day and year first above written.

CITY OF MORRISTOWN
BY: ANTHONY COX, CITY ADMINISTRATOR

TUFF TORQ CORPORATION
BY: AUTHORIZED OFFICER

MORRISTOWN AIRPORT
BUILDING SITE/HANGAR LEASE AGREEMENT

This Agreement is entered into this ____ day of August, 2018, between the CITY OF MORRISTOWN, TENNESSEE, herein called Lessor, and T. PHILIP CARLYLE, herein called Lessee.

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RENTAL BY LESSOR OF UNIMPROVED LAND TO THE LESSEE.

1. **TERMS:** This Agreement shall commence the first day of ???, 2018 and remain in effect for a period of twenty-five (25) years. If this Lease shall be in force and effect on the date of expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessee may request that negotiations to execute a new lease be conducted. Lessee shall give request to Lessor in writing at least ninety days prior to the expiration of the original Lease. The Lessee shall provide the most current address and telephone number along with information regarding how to contact them in case of emergency.

2. **RENT:** Lessee shall pay as rent to the City of Morristown for the use of the leased Premises, the amount of \$100.00 per month during the first five years of the term. At the end of each five year increment in the lease, the amount of rent will be evaluated based on the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U. S. Department of Labor and will be adjusted accordingly. The lease will be amended to reflect the new rental amount. Rent payment is due on the first of the month and payable by the tenth.

Lessee shall arrange directly with the appropriate utility company or supplier for the initial hook up to the Premises of all utility services, including electric, gas, water and sewer. Lessee shall also be responsible for payment of utility-usage charges during the term of this Lease. If the Lessee ends up engaging in maintenance, performed at the Premises, on aircraft not owned or leased from a third party by Lessee for the exclusive use of Lessee, then as additional rent, Lessee agrees to pay Lessor 4% of the gross monthly income from said operations. Payments shall be made no later than the tenth day of the month succeeding the month on which rental is based. Lessor shall have reasonable access to Lessee's financial records, which shall be kept according to generally accepted accounting principles and shall be subject to audit at the direction and expense of Lessor.

3. **PREMISES:** The premises leased shall be Four Thousand Nine Hundred (4,900) square feet, more or less, of unimproved land located at 5233 Old U.S. 11E upon which Hangar No. ?? is to be constructed by Lessee, as designated on Exhibit A. Lessee's improvements shall be designed by an architect or engineer licensed in the State of Tennessee. Design of the improvements shall be approved by the City of Morristown, approval not unreasonably withheld. The approved design drawings require submittal to the Tennessee Aeronautics Commission for approval. In addition, Lessor shall provide at no additional cost to Lessee, exclusive vehicle parking rights on the space adjacent to the constructed Hangar as shown on Exhibit A. Lessor will be permitted the use of tie down space for up to six aircraft owned or leased from a third party for exclusive use of Lessee.

4. **OWNERSHIP:** Title to all land shall remain with Lessor, the City of Morristown. Title to the Hangar to be constructed by Lessee, as designated on Exhibit A, shall remain with Lessee until the expiration of this Lease. At the expiration of this Lease the Lessor shall become the sole owner of the Hangar, free and clear from any lien or any right, claim, or demand of Lessee.

In the event of a cancellation or earlier termination of this Lease all rights, title and interest of Lessee shall expire and the title to any Building and/or fixed improvements shall rest in Lessor which shall be the sole owner of the Building free and clear from any lien or any right, claim, or demand of Lessee, and Lessor shall pay to Lessee the initial unamortized capital costs of the Hangar at the time of termination. The Lessee shall obtain a Certificate of Occupancy from the City of Morristown Building Official. The lessee shall provide an amortization schedule for all capital costs associated with the hanger construction to the Lessor within 10 days of receiving a Certificate of Occupancy at which time the amortization of capital costs shall become an exhibit to this lease. The amortization schedule shall not exceed 25 years (the term of the lease) at an interest rate equivalent to the 20 year Treasury bond rate as published in H.15 by the Federal Reserve Board on the first business day following the date of the Certificate of Occupancy.

5. **INSURANCE:** Lessee agrees to maintain public liability insurance in the following minimum amounts during the term of this Lease:

BODILY INJURY \$1,000,000

PROPERTY DAMAGE \$1,000,000

Lessee also agrees to maintain All Risk Physical Damage Insurance for an agreed upon declared value of the building structures, owned by Lessee, additions under construction and all insurable fixed improvements located on the Premises. At every five- year increment the public liability insurance minimums will be adjusted to reflect the previous five years changes in the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U.S. Department of Labor. The lease will be amended to reflect the new insurance amounts.

6. **USE OF PREMISES:** The Premises hereby leased will be used exclusively for use by the Lessee as a special fixed base operator for cargo and passenger charter operations and for maintenance of Lessee's owned or leased aircraft and maintenance of aircraft not owned or leased by the Lessee. Lessee agrees not to provide flying instruction, other than to its own employees; and may not participate directly or indirectly in sales of aircraft at Morristown Airport. Lessee shall fuel only the aircraft owned by the Lessee or leased from a third party for the exclusive use of Lessee. The Lessee shall comply with the City of Morristown's Minimum Standards for Fixed Base Operators title 9, chapter 14, of the City of Morristown's Municipal Code.

Lessor shall not initiate any action or participate in any action which limits or restricts Lessee's aviation business use of the Premises unless required to do so for maintenance of the Morristown Municipal Airport Facility or by Regulations of the Federal Aviation Administration or its successors.

7. **MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:** Lessee will maintain the structural components of the Hangar, once constructed, including doors and door mechanisms, heating systems, water, sewer and electrical systems, and

weatherproofing. Lessee shall be responsible and liable for any damage to the Hangar Office caused by the Lessee's use or misuse, including, but not limited to, bent or broken interior walls, ceilings and support systems, and doors damaged due to Lessee's improper or negligent operation.

8. **SUBLEASE OR ASSIGNMENT:** The Premises hereby rented may be subleased or assigned by the Lessee with the written consent of Lessor, which consent shall not be unreasonably withheld.

9. **LIABILITIES AND INDEMNIFICATIONS OF LESSOR:**

- Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored on the Premises. If Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for damage to the Lessor's property and/or other stored aircraft arising from the Lessee's negligence including, but not limited to, the carrying on of unauthorized activities on the Premises, painting applications of any kind, and the storage of flammables in the Hangar other than in U.L. approved containers, such as aircraft fuel, automotive fuel or oils that are not stored in the aircraft tanks.

- Lessee shall at all times indemnify and hold the Lessor harmless from all losses, damages, liabilities, claims and expenses, which may arise or be claimed against the Lessor, (except for any claims for injury, death or other damage by Lessor's employees, agents, or servants occurring during the course of their employment), in favor of any person, firm or corporation, consequent upon or arising out of the use of occupancy of the demised premises by the Lessee, or consequent upon or arising out of any act, omission, neglect or fault of the Lessee (or its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising out of the Lessee's failure to comply with the applicable laws, statutes, ordinances or regulations. Lessor shall not be liable to the Lessee for any damages, losses or injuries to the personal property of the Lessee which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation.

10. **ACCESS RIGHTS:** The Morristown Airport will grant access by the Lessee to the leased Premises every day except when an emergency situation arises that closes the airport.

11. **LEASE TERMINATIONS:** This Lease Agreement may be terminated by Lessor upon the occurrence of any of the following which may be considered a breach of the Lease Agreement, if, upon written notice by Lessor of the breach, Lessee fails to cure said breach within 30 days:

- Failure of Lessee to submit rental payments by the twentieth of any month.
- Improper or unsafe storage of hazardous materials in the Hangar.
- Lessee's failure to comply with any condition as set forth in this Lease Agreement and not reasonably corrected within thirty days of receiving [Return to Agenda](#)

written notice of same by the Lessor. In the event of a breach of this Lease Agreement, the Lessor is hereby authorized to remove the aircraft and the contents of the Hangar, without further obligation to the Lessee or any liability regarding the aircraft or the contents of the Hangar. The Lessee shall be liable for any and all financial cost incurred with any breach of this Lease Agreement such as court costs, reasonable attorney's fees or any costs associated with the removal of the aircraft and any of the Lessee's property in the Hangar.

In the event of a breach not cured as described above, the Lessor shall notify Lessee of the termination in writing; and Lessee shall have ten (10) days in which to remove the aircraft and the contents of the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft and contents of the Hangar, without obligation to the Lessee or liability for aircraft and contents removed.

In addition, this Lease may be terminated by the Lessee upon giving six months' prior written notice of intention to terminate for any reason. Should this Lease expire or be terminated, Lessee shall remove from Lessor's premises all of Lessee's personal property, including trade fixtures and equipment.

12. INTEREST ON PAST DUE AMOUNTS ATTORNEY'S FEES: Any amounts payable hereunder by the Lessee to the Lessor which are not paid on or before the date payable shall be subject to a late fee of ten dollars (\$10.00) and interest on the unpaid balance at the rate of 10% per annum. If any rent owing under this Agreement is collected by or through an attorney, or if Lessor employs an attorney to enforce any of the terms or conditions hereof, Lessee agrees to pay, on demand, all costs of collection and/or enforcement, including attorneys' fees.

13. INSPECTIONS OF THE LEASED PREMISES: The Lessee will provide the City of Morristown Assistant City Administrator a key or combination or access code to the Lessee's Hangar with the express understanding that the Lessor will have the right to periodically inspect the Premises.

14. EMINENT DOMAIN: In addition to any other right Lessee may have under this Lease, Lessee has the right to intervene and appear in its own behalf in any eminent domain proceeding affecting the Premises and to recover any award to which it may be adjudged entitled in connection with Lessee's fixed improvements, trade fixtures, or other personal property, it being understood that, as between Lessor and Lessee, Lessee will be entitled to the portion of the condemnation award for the trade fixtures and other personal property thereon and the portion representing the unamortized cost of any fixed improvements constructed by Lessee after the commencement date of this Lease, such amortization to be on a straight-line basis over the primary term of this Lease.

15. MISCELLANEOUS PROVISIONS: No waiver of a breach of any of the covenants or terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants. No modification, release, discharge or waiver of any of the provisions of this Agreement shall be of any force, effect or value unless in writing and signed by the parties.

- This instrument contains the entire Agreement between the parties as of this date and the execution of this Agreement has not been induced by either of the parties by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever between the parties in any way touching or affecting the subject matter of this Agreement which are not expressly contained herein.

16. **CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of Tennessee.

I have read and understand this Lease Agreement with the City of Morristown and agree to adhere to the terms and conditions as set forth in this Agreement.

LESSEE: T. PHILIP CARLYLE

LESSOR: CITY OF MORRISTOWN, TENNESSEE

BY: _____
MAYOR

AIRPORT COMMISSION

BY: _____
CHAIRMAN



November 1, 2018

City of Morristown
100 W. 1st North Street
Morristown, Tennessee 37814

Attention: Mr. Joey Barnard, Finance Director
jbarnard@mymorristown.com

Reference: **Proposal for Construction Materials Testing Services**
Proposed Public Works Compound
Morristown, Tennessee
GEOServices Proposal No. 12-18502

Dear Mr. Barnard:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT INFORMATION

The proposed site for the new City of Morristown Public Works Compound is generally located west of Merchants Green Boulevard in Morristown, Tennessee. Based on the provided drawings, the new facility will include the construction of five new buildings in the western portion of the site. The proposed structures range in plan dimension from approximately 170 by 60 feet up to about 300 by 100 feet. Site grading and the new access roadway leading from Merchants Green Boulevard to the area of the structures is currently under construction and nearly complete.

We understand the structures will consist of both one and two-story commercial type buildings comprised of wood and steel-framing. The buildings will be supported by a system of conventional shallow foundations and a concrete slab-on-grade. Paved parking and drive areas are also planned.

Merit Construction has been awarded the project and you requesting that GEOServices provide construction materials testing and special inspection services during building construction.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, GEOServices proposes to offer the following services as part of this proposal:

- **Laboratory Testing:** Our personnel can obtain representative samples from the site for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed. Laboratory Proctors will also be performed on the onsite soil to determine soil-cement application rate.
- **Proofrolling Observations:** Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.
- **Field Density Testing:** Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.
- **Foundation Excavation Observations:** Foundation excavation observations will be performed by a GEOServices Staff Professional or a GEOServices Registered Engineer. Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a GEOServices project manager, recommendations will be provided for any foundation subgrade repair, if needed.

- **Reinforcing Steel Observations:** A GEOServices Staff Professional or Registered Engineer can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.
- **Fresh Concrete Testing:** During placement of fresh concrete, a GEOServices Engineering Technician can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.
- **Floor Flatness and Levelness:** Floor flatness and levelness testing of finished concrete floors in general accordance with ASTM E1155 can be performed if requested. A GEOServices Staff Professional or Senior Engineering Technician will perform the testing and report the results upon completion of the test.
- **Masonry Wall Construction Observations:** A GEOServices Senior Engineering Technician or Staff Professional can observe masonry wall construction on a periodic basis (as directed and coordinated by your onsite representative) and document block size and placement; and reinforcing steel size, spacing, location, lap lengths, and general orientation.
- **Grout and/or Mortar Testing:** During grout and/or mortar placement in masonry walls, our personnel can sample and cast representative samples. After the initial curing on site, the samples will be transported to our laboratory for additional curing and compressive strength testing.
- **Structural Steel Observations:** A GEOServices metals technician can visually examine field welded connections for size and quality in general conformance with the project plans and specifications.

As part of our visual welding evaluations, and as a requirement of AWS D-1.1, our personnel will review current welder qualifications for each welder. Further, current welding procedures should be on site for each type of welding required on the project.

- **Field Density Testing of Basestone:** After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.
- **Asphalt Testing:** During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

- **General Consulting Services:** A registered Geotechnical Engineer will also be available during construction to provide observations and technical recommendations for remediation of the closed depressions. The engineer will also provide technical oversight and document review for all services performed by GEOServices field personnel.
- **Reporting:** At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a GEOServices project manager, and issued in a typed format.

LABORATORY ACCREDITATION

GEOServices participates and maintains AASHTO Accreditation through the AMRL and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the AMRL website at <http://www.amrl.net>.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.

CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

1. Please forward a copy of the project plans and specifications to GEOServices prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, GEOServices will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested and assumed schedule we estimate our fee will be on the order of **\$50,000**. This is not a lump sum price and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. The actual cost of our services will be dependent on the construction schedule, the number of trips requested, and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since GEOServices will be on-site only when requested by your appointed representative, your representative will have ultimate control over the project efficiency and cost of our services.

CONTRACT

Our Agreement for Services Form is incorporated as part of this proposal. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

GEOServices, LLC



W. Ros Kingery III, P.E.
Vice President



Dennis A. Huckaba, P.E.
Principal

Attachments: Fee Schedule
Agreement for Services



A. PERSONNEL

1. Engineering Technician, *per hour	\$ 45.00
2. Senior Engineering Technician, *per hour	\$ 55.00
3. Metals Technician, per hour	\$ 95.00
4. Staff Professional, per hour.....	\$ 80.00
5. Registered Engineer, per hour.....	\$ 120.00
6. Senior Registered Engineer, per hour	\$ 150.00
7. Trip Charge, per round trip	\$ 40.00
8. Drafting Services, per hour.....	\$ 65.00
9. Secretarial Services, per hour	\$ 40.00

B. LABORATORY

1. Moisture Content, each	\$ 10.00
2. Atterberg Limits, each	\$ 75.00
3. Proctor Compaction Test:	
a.) Standard Methods, each.....	\$ 150.00
4. Stone Proctor Compaction Test – Standard, each.....	\$ 200.00
5. Concrete Cylinder Compression Test, per cylinder cast.....	\$ 15.00
6. Masonry Mortar and Grout Testing, per sample cast	\$ 20.00
7. Asphalt Core Thickness and Unit Weight, per core	\$ 50.00

Note: Additional project specific tests will be priced upon request

C. SPECIAL EQUIPMENT CHARGES

1. Nuclear Gauge, per site visit.....	\$ 50.00
2. Floor Profilometer, per day.....	\$ 250.00
3. Asphalt Coring Machine, per day	\$ 250.00
4. Rental Equipment/Subcontracts	Cost + 15%

*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

Notes:

All personnel time is portal to portal.

Engineering Technician, Minimum 4 hours per visit.

AGREEMENT FOR SERVICES

Date: November 1, 2018

GEOServices, LLC
(hereafter Consultant)

Address: 2651 Willow Point Way

City: Knoxville
State: Tennessee Zip: 37931

Telephone: 865-573-6130

Fax: 865-573-6132

Email: rkingery@geoservicesllc.com

Job Number:

Client Name: City of Morristown
(hereafter Client)

Address: 100 W. 1st North Street

City: Morristown
State: TN Zip: 37814

Telephone:

Fax:

Email: jbarnard@mymorristown.com

PROJECT

Project Name: City of Morristown Public Works Compound

Project Location: Morristown, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 12-18502 Dated: November 1, 2018 is incorporated into this Agreement For Services.
This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- 3. PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED ONE MILLION DOLLARS. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization, or, unless otherwise required pursuant to state or federal law. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished to Consultant to EXTENT PERMITTED BY LAW.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** TO EXTENT PERMITTED BY LAW, Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault.
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform

Services.

25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.


TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Morristown

CONSULTANT: GEOServices, LLC

BY: _____
(Signature)

BY: 
(Signature)

(Print Name / Title)

W. Ros Kingery III, P.E. / Vice President

DATE: _____

DATE: November 1, 2018

PROPOSAL NUMBER : 12-18502

Faxed signature to be treated as original signature



SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Morristown (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By _____
Its City Administrator
TITLE

DATE

Sourcewell

DocuSigned by:

Chad Coquette

CEO
3F75E028A547446...

TITLE

10/25/2018 | 7:12 AM CDT

DATE

Rev 5/2018



Morristown City Council Agenda Item Summary

Date: October 23, 2018

Agenda Item: Approval of Bid – Knuckle Boom Truck

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Knuckle Boom Truck Bid

Background/History: Due to aging of the fleet and utilization of current equipment, it has become necessary for the Public Works Department to purchase a new knuckle boom truck.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 26, 2018, and on September 28 2018, and in the Knoxville News Sentinel on September 26, 2018. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Wednesday, October 10, 2018, at 2:00 PM. We received 4 (four) responses.

Financial Impact: Funds have been appropriated in the 2018-19 budget.

Action options/Recommendations: It is staffs' recommendation to accept the **best and lowest bid** submitted by Worldwide Equipment with the Pac Mac Body. It should be noted that one bid is lower but it is staffs' recommendation to go with the Kenworth Chassis.

Attachments: Copy of the Bid Tabulation

City of Morristown
Knuckle Boom Truck Bid Tabulation
Wednesday, October 10, 2018, 2:00 P.M.

Bidder	Cab & Chassis Description	Cab & Chassis Price	Knuckle Boom Body Description	Knuckle Boom Body Price	Total Bid
Landmark Trucks LLC	2020 International MV 607	\$ 79,084.51	Pac Mac SKBR-20HJ-5V-R	\$ 56,549.00	\$ 135,633.51
Worldwide Equipment	2020 Kenworth T370	\$ 81,550.00	Petersen RL-3 Rear Mount Loader	\$ 65,351.40	\$ 146,901.40
Worldwide Equipment	2020 Kenworth T370	\$ 81,550.00	Pac Mac SKBR-20HJ-5V-R	\$ 56,549.00	\$ 138,099.00
The Pete Store	2020 Peterbilt-337	\$ 85,751.00	Pac Mac SKBR-20HJ-5V-R	\$ 56,549.00	\$ 142,300.00



Morristown City Council Agenda Item Memo

Date: November 2, 2018

Agenda Item: Fire Station 4 – Change Order

Prepared by: Joey Barnard

Subject: Change order for Fire Station 4

The City of Morristown is seeking approval for a Change Order for Fire Station 4 regarding storm water issues and small miscellaneous adjustments. Hard copies will be distributed at the Council meeting.



Morristown City Council Agenda Item Summary

Date: October 18, 2018

Agenda Item: Approval of Request for Proposal – Athletic Team Picture Rights

Prepared by: Joey Barnard

Subject: Athletic Team Picture Rights

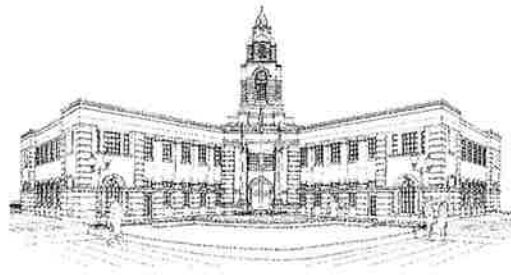
Background/History: The Morristown Parks and Recreation Department leads several community sports including baseball, softball, and basketball. Parks and Recreation enhances these programs for community participants by staffing a vendor that photographs each team member and the team as a whole. These photographs are then available for purchase by the team members to commemorate their participation in their selected sport.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on October 4, 2018 and on October 7, 2018. Additionally, the Request for Proposal was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 2:00 PM on Thursday, October 18, 2018. We received one (1) response.

Financial Impact: Approval of the proposal will have a positive financial impact for the City of Morristown. The City will receive twenty (20) percent of net sales from this service.

Action options/Recommendations: It is staffs' recommendation to approve The Request for Proposal submitted by Gale A. Meeker Photography LLC and to allow Tony Cox, City Administrator to enter into contract negotiations.

Attachments: None.



Morristown City Council Agenda Item Memo

Date: November 2, 2018

Agenda Item: Bathroom for Heritage Park

Prepared by: Joey Barnard

Subject: Bathroom Purchase for Heritage Park

The City of Morristown is seeking approval for the purchase of a bathroom building for Heritage Park. This will be funded with CDBG Funds and purchased from CXT Incorporated via Sourcewell; a cooperative purchasing agreement. Due to a discrepancy found in the quote provided we are awaiting a final total from CXT Incorporated. Hard copies will be distributed to you at the Council meeting on November 6th.



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 # **19001046-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001159	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	25535.00000	25,535.00
	2019 WDEL75-DURANGO SXT AWD 3.6L V6 24V VVT ENGINE UPG L W/ ESS 8 SPD AUTO 850 RE TRANS PER QUOTE # QWPQ3826-B				
	42130-971	25,535.00			
002	WHITE KNUCKLE CLEAR COAT		1.00 EACH	0.00000	0.00
	42130-971	.00			
003	3RD FOBKEY PROGRAMMED		1.00 EACH	199.00000	199.00
	42130-971	199.00			
004	SOU ENFWBFPXXX INTERIOR BAR (PASSENGER SIDE ONLY)		1.00 EACH	631.91000	631.91
	42130-971	631.91			
005	SOU ETSA461HPP-EXT HH SIREN (HAND HELD SIREN)		1.00 EACH	451.06000	451.06
	42130-971	451.06			
006	SOU ETSS100N SPEAKER		1.00 EACH	193.62000	193.62

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

[Return to Agenda](#)



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 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19001046-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD
COLUMBIA, TN 38401

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001159	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
007	42130-971		193.62		
			1.00 EACH	476.60000	476.60
	ULTRALITE 8HD STICK RRRRBBBB				
008	42130-971		476.60		
			1.00 EACH	137.23000	137.23
	STL 77555 STINGER FLASHLIGHT				
009	42130-971		137.23		
			1.00 EACH	10.74000	10.74
	UHF SHORT ANTENNA ONLY 430-450				
010	42130-971		10.74		
			1.00 EACH	39.62000	39.62
	TS 296099 PL259 COAX				
011	42130-971		39.62		
			12.00 EACH	123.40000	1,480.80
	SOU EMPS2SMS4 MPOWER DUAL R/B				
012	42130-971		1,480.80		
			8.00 EACH	12.77000	102.16
	SOU MPOWER BRACKETS				
013	42130-971		102.16		
			1.00 EACH	37.23000	37.23
	2011+ TAIL LIGHT FLASHER				
014	42130-971		37.23		
			1.00	23.40000	23.40

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



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 3

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19001046-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001159	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
015	SOU PNFLBSPLT1		EACH		
	42130-971		23.40		
016	RADIO POWER CABLE		EACH		
	42130-971		53.19		
017	51-902P MASTER DISCONNECTOR		EACH		
	42130-971		37.23		
018	FUSE/WIRING/ETC		EACH		
	42130-971		53.19		
019	INSTALL AT TLH KNOXVILLE		EACH		
	42130-971		1,416.61		
	STANDARD SINGLE POINT DELIVERY TO UPFITTER		EACH		
	42130-971		.00		
				PO Total	30,878.59

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Authorized Signature

Date

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Return to Agency

(1)

Detective
42130-9711

STATEWIDE CONTRACT QUOTE

**RAM**

of Columbia

106 S. James Campbell
Columbia, TN 38401
Voice - 1-877-349-9378 EXT 007
Fax - 1-865-684-4911

Quote #:

QWPQ3826-B

Date:

Nov 1, 2018

Prepared For:**Agency / Ship To Location**

City of Morristown, Tennessee
Ashley Ahl
100 W. 1st North Street
P.O. BOX 1499
Morristown, TN 37814

City of Morristown, Tennessee
Ashley Ahl
100 W. 1st North Street
P.O. BOX 1499
Morristown, TN 37814

11/2/18

OK
mjt**Tennessee State Wide Contract # 209****Notes:**

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
1	2019 - WDEL75-DURANGO SXT AWD - 3.6L V6 24V VVT Engine Upg w/ESS - 8-Spd Auto 850RE Trans (Make)	\$25,535.00	\$25,535.00

Seat / Trim

1 Cloth Low-Back Bucket Seats/Black (Optional) (Not included in Quote)

This option can be added for: \$0.00

1 Cloth Low-Back Bucket Seats/Black/Lt Frost Beige (Optional) (Not included in Quote)

This option can be added for: \$0.00

Functional Package(s)

Please See Attached Documentation for Technical Specifications and our Standard Terms & Conditions

Qty	Description	Unit Price	Ext. Price
1	3rd Row - (Not Required) - 3rd Row Remote Headrest Dumping (CEE) - 2nd Row 60/40 Fold and Tumble Seat (CFF) - 5 Passenger Seating (CYM) (Optional)		(Not included in Quote)

This option can be added for: \$0.00

1	3rd Row Seating Group 3rd Row Remote Headrest Dumping (CEE) 2nd Row 60/40 Fold and Tumble Seat (CFF) 3rd Row Seat (CFP) (Optional)		(Not included in Quote)
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This option can be added for: \$995.00

1	Trailer Tow Group IV - 180 Amp Alternator (BAD) - Heavy Duty Engine Cooling (NMC) - Rear Load Leveling Suspension (SES) - Full Size Spare Tire (TBB) - Steel Spare Wheel (WLB) - 7 and 4 Pin Wiring Harness (XF2) - Class IV Receiver Hitch (XFH) - Trailer Brake Control (XHC) (Optional)		(Not included in Quote)
---	--	--	-------------------------

This option can be added for: \$1195.00

Exterior Paint Colors

1	White Knuckle Clear Coat (Unless Specified Otherwise) (Optional - SELECTED)	\$0.00	\$0.00
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1	Billet Clear Coat (Optional)		(Not included in Quote)
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This option can be added for: \$0.00

1	DB Black Clear Coat (Optional)		(Not included in Quote)
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This option can be added for: \$0.00

Please See Attached Documentation for Technical Specifications and our Standard Terms & Conditions

Qty	Description	Unit Price	Ext. Price
1	Granite Clear Coat (Optional)	(Not included in Quote)	
	This option can be added for: \$0.00		
1	In-Violet Clear Coat (Optional)	(Not included in Quote)	
	This option can be added for: \$0.00		
1	Octane Red Pearl Coat (Optional)	(Not included in Quote)	
	This option can be added for: \$0.00		
1	3rd FOBKEY	\$199.00	\$199.00

Aftermarket Equipment Per TN SWC 209

1	SOU ENFWBFPXXX INTERIOR BAR (Passenger Side Only	\$631.91	\$631.91
1	SOU ETSA461HPP-EXT HH SIREN (Hand Held Siren)	\$451.06	\$451.06
1	SOU ETSS100N SPEAKER	\$193.62	\$193.62
1	ULTRALITE 8HD STICK RRRRBBBB	\$476.60	\$476.60
1	STL 77555 STINGER FLASHLIGHT	\$137.23	\$137.23

Please See Attached Documentation for Technical Specifications and our Standard Terms & Conditions

Qty	Description	Unit Price	Ext. Price
1	UHF SHORT ANTENNA ONLY 430-450	\$10.74	\$10.74
1	TS 296099 PL259 COAX	\$39.62	\$39.62
12	SOU EMPS2SMS4 MPOWER DUAL R/B	\$123.40	\$1,480.80
8	SOU MPOWER BRACKETS	\$12.77	\$102.16
1	2011+ TAIL LIGHT FLASHER	\$37.23	\$37.23
1	SOU PNFLBSPLT1	\$23.40	\$23.40
1	RADIO POWEER CABLE	\$53.19	\$53.19
1	(51-902P) MASTER DISCONNECTOR	\$37.23	\$37.23
1	FUSE/WIRING/ETC	\$53.19	\$53.19
17	INSTALL AT TLH KNOXVILLE	\$83.33	\$1,416.61

Optional Transportation

Please See Attached Documentation for Technical Specifications and our Standard Terms & Conditions

Qty	Description	Unit Price	Ext. Price
1	Standard Single Point Delivery to Upfitter (Optional - SELECTED)	\$0.00	\$0.00

1	Pickup from Upfitter & Re-deliver to End User (Optional)	(Not included in Quote)	
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This option can be added for: \$175.00

Pricing Good For Current Model Year Only Subsequent Model Price May Vary Vehicles Subject to Production by Fiat-Chrysler Automobiles Production Lead Times Vary by Model & Options are subject to control by FCA Group	SubTotal	\$30,878.59
	Tax	\$0.00
	Shipping	\$0.00
	TOTAL	\$30,878.59

Please See Attached Documentation for Technical Specifications and our Standard Terms & Conditions



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 # **19001045-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		9.00 EACH	21238.00000	191,142.00
002	2019 LDDE48 POLICE CHARGER RWD V6 ENGINE PER QUOTE QWPQ3780-D 42120-971		9.00 EACH	0.00000	0.00
003	PARKVIEW REAR BACKUP CAMERA/OFFICER PROTECTION PACKAGE 42120-971		9.00 EACH	120.00000	1,080.00
004	HD CLOTH BUCKET SEATS W/ VINYL REAR/BLACK 42120-971		9.00 EACH	0.00000	0.00
005	CHROME CENTER CAPS ONLY (STANDARD) 42120-971		9.00 EACH	75.00000	675.00
006	DEACTIVATE REAR DOORS/WINDOWS 42120-971		9.00 EACH	210.00000	1,890.00
007	BLACK LEFT SPOT LAMP 42120-971		9.00	0.00000	0.00

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Date

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Return to Agency



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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Purchase Order

Fiscal Year 2019

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
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Purchase Order # **19001045-00**

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Tax Exempt #62-6000369

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COLUMBIA, TN 38401

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
008	WHITE KNUCKLE CLEAR COAT		EACH		
	42120-971		.00		
009	3RD FOBKEY, CUT & PROGRAMMED (2 KEYS INCLUDED IN VEHICLE UNIT PRICE)		EACH		
	42120-971		1,791.00		
010	WHELEN - J44RRBB W/2 AMBERS IN REAR		EACH		
	42120-971		8,211.33		
011	WHELEN - WHE295SLSA6 SIREN W/ LIGHT CONTROL		EACH		
	42120-971		2,990.61		
012	WHELEN - WHESA315P SIREN SPEAKER, BLACK PLASTIC		EACH		
	42120-971		1,171.89		
013	WHELEN - WHESAK37 DODGE CHARGER SIREN SPEAKER BRACKET		EACH		
	42120-971		187.47		
			9.00	304.17000	2,737.53

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**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 3

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**19001045-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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COLUMBIA, TN 38401**S
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400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
014	HVC-VS-2500CH1 HAVIS CHARGER CONSOLE				
	42120-971		2,737.53		
			9.00 EACH	95.83000	862.47
015	HVC-AP-0645-L HAVIS 6" INTERIOR LOCK BOX FOR CONSOLE				
	42120-971		862.47		
			9.00 EACH	33.49000	301.41
016	HVC-CUP2-I HAVIS INTERNATIONAL DUAL CUPHOLDER				
	42120-971		301.41		
			9.00 EACH	62.50000	562.50
017	HVC-ARM-101 - HAVIS TOP MOUNT ARM REST				
	42120-971		562.50		
			9.00 EACH	94.79000	853.11
018	HVC-HDM-214 - HAVIS 8.5" HEAVY DUTY TELESCOPING POLE				
	42120-971		853.11		
			9.00 EACH	32.29000	290.61
019	HVC-HDM-303 - HAVIS HD FIXED TOP OFFSET PLATE				
	42120-971		290.61		
			9.00 EACH	60.57000	545.13

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**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 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **19001045-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401**S
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400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
020	HVC-MD-202 - HAVIS TILT/SWIVEL PLATFORM ADAPTER 42120-971		545.13	9.00 EACH	230.21000 2,071.89
021	HVUT-1001 - HAVIS UNIVERSAL CRADLE 42120-971		2,071.89	9.00 EACH	48.96000 440.64
022	BU-353-24- GPS RECEIVER 42120-971		440.64	9.00 EACH	40.63000 365.67
023	CF53 POWER UNIT 42120-971		365.67	9.00 EACH	173.96000 1,565.64
024	SEWK0513CG11- SETINA WINDOW BARRIERS 42120-971		1,565.64	9.00 EACH	644.79000 5,803.11
025	SEPK1129CFR11 - SETINA 10XL SCREEN 42120-971		5,803.11	9.00 EACH	134.38000 1,209.42
026	STREAMLIGHT 77555 LED ULTRA STINGER FLASHLIGHT 42120-971		1,209.42	9.00 EACH	244.79000 2,203.11

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**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 5

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**19001045-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401**S
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400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
027	SE GK10271UXLSSCA AR GUNRACK 42120-971		2,203.11	9.00 EACH	8.33000 74.97
028	TS40581 UHF SHORT ANTENNA ONLY 430-450 42120-971		74.97	9.00 EACH	22.92000 206.28
029	TS336256 COAX W/ PERM. CONNECTOR MT 42120-971		206.28	9.00 EACH	8.33000 74.97
030	TS44203 MINI-UHF SCREW ON ADAPTOR 42120-971		74.97	9.00 EACH	354.16000 3,187.44
031	WHEWIONJ - WHELEN ION WIDE ANGLE RED/BLUE ION GRILL (4 per vehicle) 42120-971		3,187.44	9.00 EACH	234.38000 2,109.42
032	BR FL-50HIFDC15 HL FLASHER 42120-971		2,109.42	9.00 EACH	238.54000 2,146.86
033	BR FL-80RFIP-2 2015 + FLASHER PL 42120-971		2,146.86	9.00 EACH	172.92000 1,556.28

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**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 6

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **19001045-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401**S
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400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	19001158	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/18	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
034	HVC-TSM-CHGR-P1 SIDE TRUNK EQUIPMENT MOUNT 42120-971		1,556.28	9.00 EACH	630.53000
035	GRAPHICS INSTALLED 42120-971		5,674.77	9.00 EACH	36.46000
036	POL51-902 - MASTER DISCONNECTOR 42120-971		328.14	9.00 EACH	52.08000
037	FUSE/WIRING/ETC SHOP SUPPLIES 42120-971		468.72	9.00 EACH	1511.13000
038	INSTALLATION LABOR IN KNOXVILLE SHOP 42120-971		13,600.17	9.00 EACH	1770.75000
039	TEVD1200-102HD+2 NEW DUAL CAMERA SYSTEM W/2.4GH 42120-971		15,936.75	9.00 EACH	1380.77000
040	MPH DUAL PYTHON RADAR 42120-971		12,426.93	9.00 EACH	0.00000

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employment / affirmative action
employer EOE / AA

Authorized Signature

Date

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Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2019

Page 7

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **19001045-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401**S
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o**City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 19001158		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 11/01/18		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
041	STANDARD SINGLE POINT DELIVERY TO UPFITTER 42120-971				.00				
					9.00	75.00000	675.00		
					EACH				
	FRONT READING/MAP LAMPS 42120-971				675.00				
						PO Total	287,418.24		

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

(9)

42120.971

STATEWIDE CONTRACT QUOTE

**RAM**

of Columbia

106 S. James Campbell

Columbia, TN 38401

Voice - 1-877-349-9378 EXT 007

Fax - 1-865-684-4911

Quote #:

QWPQ3780-D

Date:

Nov 1, 2018

Prepared For:

City of Morristown, Tennessee

Ashley Ahl

100 W. 1st North Street

P.O. BOX 1499

Morristown, TN 37814

Agency / Ship To Location

Truckers Lighthouse of Knoxville

Attn: Jeff Coggins

3044 Sutherland Ave

Knoxville, TN 37919

OK
mt
11/2/18

Tennessee State Wide Contract # 209**Notes:**

Here is the quote you requested for the City of Morristown Chargers with equipment & installation under the Tennessee State Wide Contact.

Qty	Description	Unit Price	Ext. Price
1	2019 - LDDE48-CHARGER POLICE RWD (V6 ENGINE STANDARD)	\$21,238.00	\$21,238.00
1	- Parkview Rear Backup Camera - ParkSense Rear Park Assist System (XAA) - Officer Protection Package Standard (Must Contract Chrysler for Module)	\$0.00	\$0.00
1	- 2 Keys Standard, Model Year 2019	\$0.00	\$0.00
1	HD Cloth Bucket Seats w/Vinyl Rear/Black (Optional - SELECTED)	\$120.00	\$120.00
1	Front Reading/Map Lamps	\$75.00	\$75.00

Any Equipment & Installation not directly produced in vehicle by Fiat-Chrysler Automobile are installed at customer request and for the convenience of the customer. These items are covered and guaranteed by the respective manufacturer and installer, not by TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat please contact 3rd party installer directly for warranty and questions regarding installations.

Return to Agenda

Qty	Description	Unit Price	Ext. Price
1	Equipment Mounting Bracket	\$0.00	\$0.00
1	Chrome Center Caps Only (Standard) (Optional - SELECTED)	\$0.00	\$0.00
1	Deactivate Rear Doors/Windows (Optional - SELECTED)	\$75.00	\$75.00
1	Black Left Spot Lamp (Optional - SELECTED)	\$210.00	\$210.00
1	White Knuckle Clear Coat (Optional - SELECTED)	\$0.00	\$0.00
1	3rd FobKey, Cut & Programmed by Dealership	\$199.00	\$199.00
SubTotal			\$21,917.00

Aftermarket Equipment per Truckers Lighthouse Quote 0051175

Equipment & Installation Provided by:

Truckers Lighthouse, Inc.
201 Crutchfield Ave
Nashville, TN 37210
1-615-255-5868

1	Whelen - J44RRBB w/2 Ambers in Rear	\$912.37	\$912.37
1	Whelen - WHE295SLSA6 Siren w/Light Control	\$332.29	\$332.29

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Qty	Description	Unit Price	Ext. Price
1	Whelen - WHESA315P Siren Speaker, Black Plastic	\$130.21	\$130.21
1	Whelen - WHESAK37 Dodge Charger Siren Speaker Bracket	\$20.83	\$20.83
1	HVC-VS-2500-CH1 Havis Charger Console Also Includes: C-EB40-WS2-1P C-EB30-VHD-1P C-FP-3	\$304.17	\$304.17
1	HVC-AP-0645-L Havis 6" Interior Lock Box for Console	\$95.83	\$95.83
1	HVC-CUP2-I - Havis Internal Dual Cupholder	\$33.49	\$33.49
1	HVC-ARM-101 - Havis Top Mount Arm Rest	\$62.50	\$62.50
1	HVC-HDM-214 - Havis 8.5" Heavy Duty Telecoping Pole	\$94.79	\$94.79
1	HVC-HDM-303 - Havis HD Fixed Top Offset Plate	\$32.29	\$32.29
1	HVC-MD-202 - Havis Tilt/Swivel Platform Adapter	\$60.57	\$60.57

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Qty	Description	Unit Price	Ext. Price
1	HVUT-1001 - Havis Universal Cradle	\$230.21	\$230.21
1	BU-353-S4 - GPS Receiver	\$48.96	\$48.96
1	CF53 Power Unit	\$40.63	\$40.63
1	SEWK0513CG11 - Setina Window Barriers	\$173.96	\$173.96
1	SEPK1129CGR11 - Setina 10XL Screen	\$644.79	\$644.79
1	Streamlight 77555 LED Ultra Stinger Flashlight	\$134.38	\$134.38
1	SE GK10271UXLSSCA AR GUNRACK	\$244.79	\$244.79
1	TS40581 UHF SHORT ANTENNA ONLY 430-450	\$8.33	\$8.33
1	TS336256 COAX w/PERM. CONNECTOR MT	\$22.92	\$22.92
1	TS44203 MINI-UHF SCREW ON ADAPTOR	\$8.33	\$8.33
4	WHEWIONJ - WHELEN ION WIDE ANGLE RED/BLUE ION GRILL	\$88.54	\$354.16

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Qty	Description	Unit Price	Ext. Price
1	BR FL-50HIFDC15 HL FLASHER	\$234.38	\$234.38
1	BR FL-80RFIP-2 2015+ FLASHER PL	\$238.54	\$238.54
1	HVC-TSM-CHGR-P1 SIDE TRUNK EQUIPMENT MOUNT	\$172.92	\$172.92
1	GRAPHICS INSTALLED	\$630.53	\$630.53
1	POL51-902 - MASTER DISCONNECTOR	\$36.46	\$36.46
1	FUSE/WIRING/ETC SHOP SUPPLIES	\$52.08	\$52.08
17	Installation Labor in Knoxville Shop	\$88.89	\$1,511.13
SubTotal			\$6,866.84

Camera & Radar

1	TEVD1200-102HD+2, New Dual Camera System w/2.4GH	\$1,770.75	\$1,770.75
1	MPH DUAL RADAR	\$1,380.77	\$1,380.77

Optional Transportation

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Qty	Description	Unit Price	Ext. Price
1	Standard Single Point Delivery to Upfitter (Optional - SELECTED)	\$0.00	\$0.00

1 Pickup from Upfitter & Re-deliver to End User (Optional) (Not included in Quote)

This option can be added for: \$175.00

Pricing Good For Current Model Year Only Subsequent Model Price May Vary	SubTotal	\$31,935.36
Vehicles Subject to Production by Fiat-Chrysler Automobiles	Tax	\$0.00
Production Lead Times Vary by Model & Options are subject to control by FCA Group	Shipping	\$0.00
	TOTAL	\$31,935.36

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**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 # **19001029-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**CRASH DATA GROUP INC
PO BOX 892885

TEMECULA, CA 92589

**S
h
i
p
t
o**CITY OF MORRISTOWN
100 W. 1ST NORTH STREET

MORRISTOWN, TN 37814

Vendor Phone Number 805-880-9189		Vendor Fax Number		Requisition Number 19001081		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 10/31/18		Vendor Number 008043		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
001	ORIGINAL				1.00	9862.00000	9,862.00		
					EACH				
	CRASH DATA RETRIEVAL SOFTWARE SUBSCRIPTION: ONE YEAR - ELECTRONIC DELIVERY WITH HARDWARE PACKAGE								
	COUNCIL APPROVAL NOVEMBER 6, 2018 42120-399								
							9,862.00		
						PO Total	9,862.00		

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

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Date



This letter valid through December 31, 2019

2018 - 2019 CDR Source

Bosch Automotive Service
Solutions Inc
2030 Alameda Padre Serra
Santa Barbara, CA 93103
Telephone +1(805)880-9189
Fax +1(805)966-2000
Bill.Rose@us.bosch.com
www.Bosch.us

To whom it may concern,

Crash Data Retrieval (CDR) units, accessories and software are products of Bosch Automotive Service Solutions Inc. Bosch is the sole manufacturer of the Bosch Crash Data Retrieval Tool products. The CDR products are only available for retail purchase in the United States, Jamaica and Canada through our sole product distributor, Crash Data Group.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Rose', with a long horizontal flourish extending to the right.

Bill Rose
CDR Global Product Manager
Bosch Automotive Service Solutions Inc (AA-AS)
2030 Alameda Padre Serra
Santa Barbara, CA 93103-1716
www.bosch.com

Tel: +1 (805) 880-9189
Email : bill.rose@us.bosch.com