

**WORK SESSION AGENDA
SEPTEMBER 18, 2018
4:15 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
SEPTEMBER 18, 2018 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Burford, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 4, 2018

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Public Hearing on opening of a new landfill.

a. Resolution No. _____

A Resolution Approving the opening of a new landfill to be located at Lowland.

2. Public Hearing on the adoption of a Plan of Services for:
 - a. Resolution No. _____
A Resolution Adopting a Plan of Services for the Annexation of Property located along Hill Trail Drive.
3. Ordinance No. 3616
An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.
{Annexation of property identified as being located in the sixth civil district of Hamblen County, having Hamblen County Tax Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the general location being shown on attached exhibit A.}
4. Ordinance No. 3611.01
An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to Appropriate Additional Funds Totaling \$300,000, necessary to cover the costs of Economic Development and Future Application for Additional Grant Funds. Application for Grant Funds will be Presented to Council for Consideration.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____
A Resolution of the City Council of Morristown, Tennessee, to Pursue a Tennessee Department of Transportation (TDOT) Multimodal Access Fund Grant.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Rosedale Road between Dice Street and Sulphur Springs.}
{Public Hearing October 2, 2018}

2. Ordinance No. _____
An Ordinance Granting A Franchise to Atmos Energy Corporation, its Successors and Assigns for period of twenty (20 years to Erect, Construct, Reconstruct, Maintain and Operate a Natural Gas Plant or Plants for the Manufacturing and Processing of any and all kinds of gas and for the Distribution of Natural Gas and for the Installation and Maintenance of Mains, Pipes, Pipelines, Distribution lines, and Other Equipment Necessary or Incidental to Distribution of said gas upon, across along and under the Highways, Streets, Avenues, Roads, Alleys, Lanes and Other Public Grounds of the City of Morristown, Hamblen County, Tennessee.
{Public Hearing October 2, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of Grant Contract between the State of Tennessee Department of Economic and Community Development and the City of Morristown for the for the provision of improvements for Colortech, Inc., under the FastTrack Infrastructure Development Program.
2. Approval of Purchase for Salt from Cargill Incorporated-Salt Division, State-Wide Contract, in the amount of \$84,934.85.
3. Approval of Purchase for Front End Loader from Stowers Machinery Corporation, State-Wide Contract, in the amount of \$159,004.
4. Approval of Sale of approximately five (5) acres in the East Tennessee Progress Center to Atmos Energy at the purchase price of \$20,000 per acre.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Civil Service Board for a three (3) year term to expire on October 1, 2021; term expiring Mike Minnich.

9-e. New Issues

1. Approval of Disciplinary Actions for three (3) officers in the Police Department.
 - a. Incident No. 1.
 - b. Incident No. 2.
 - c. Incident No. 3.

10. CITY ADMINISTRATOR'S REPORT

1. 2017 Consolidated Annual Plan Evaluation and Review (CAPER)
RE: 7-1-17 to 6-30-18 CDBG Program City of Morristown, TN.

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

Sep. 24, 2018	(Mon) Noon	Called Work Session
Oct. 2, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 2, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Oct. 16, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 16, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 6, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Nov. 6, 2018	(Tues) 5:00 p.m.	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 Years Day

**WORK SESSION AGENDA
SEPTEMBER 18, 2018**

1. City Council Feedback

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
SEPTEMBER 4, 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, September 4, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo, absent; Chris Bivens.

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

Councilmember Pedigo made a motion to amend and approve the August 21, 2018, minutes by changing the word "tabled" to "postponed" and to approve those minutes as amended. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3614; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3614 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3614

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 12 (Fire and Construction Codes), of the Morristown
Municipal Code.**

A Public Hearing was held relating to Ordinance No. 3615; no one spoke.

Councilmember Alvis made a motion to approve Ordinance No. 3615 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3615

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 14 (Zoning and Land Use Control), Residential
Development (RP1) and High Density Residential (R3) Zoning Text.**

Councilmember Pedigo made a motion to approve Resolution No. 13-18. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 13-18

BEING A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE RESCINDING ITEMS PLACED ON THE SEPTEMBER 18TH AGENDA AND ADDING SAME ITEMS TO THE SEPTEMBER 4TH AGENDA; {Bid and Agreement for Public Works Facility, Phase II with Merit Construction}.

Whereas at the August 21st City Council Meeting, the City Council for the City of Morristown did postpone the consideration of the approval of the Bid from Merit Construction, Inc., for Phase 2 of Public Works Building in the amount of \$12,393,600 and the consideration of the approval of the Agreement with Merit Construction, Inc. for Public Works Facility, Phase 2 and placed these items on the September 18th City Council Agenda. The City Council does hereby desire to rescind the placement of these items on the September 18th Agenda and instead move and add these items to the September 4th Agenda.

Now therefore, be it resolved by the City Council for the City of Morristown, Tennessee that the consideration of the approval of the Bid from Merit Construction, Inc., for Phase 2 of Public Works Building in the amount of \$12,393,600 and the consideration of the approval of the Agreement with Merit Construction, Inc. for Public Works Facility, Phase 2 currently placed on the September 18th Agenda are hereby rescinded from that Agenda and instead placed on the September 4th Agenda.

Passed this the 4th day of September 2018.

Mayor

ATTEST:

City Administrator, Anthony Cox

Councilmember Smith made a motion to approve Resolution No. 14-18. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 14-18

A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN, TENNESSEE, TO PARTICIPATE IN The Pool's James L. Richardson "Driver Safety" Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a *“Driver Safety” Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a *“Driver Safety” Matching Grant Program* through the Pool.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 4th day of September 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve Ordinance No. 3616 on first reading and schedule a public hearing relative to final passage of said ordinance for September 18, 2018. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3616

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. {*Annexation of property identified as being located in the sixth civil district of Hamblen County, having Hamblen County Tax*

Parcel ID # 016 065.00 which contains 73 (+-) acres more or less, the general location being shown on attached exhibit A.}

Councilmember Smith made a motion to approve Ordinance No. 3611.01 on first reading and schedule a public hearing relative to final passage of said ordinance for September 18, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3611.01

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to Appropriate Additional Funds Totaling \$300,000, necessary to cover the costs of Economic Development and Future Application for Additional Grant Funds. Application for Grant Funds will be Presented to Council for Consideration.

Councilmember Pedigo made a motion to approve the bid from Merit Construction, Inc., for Phase II of Public Works Facility; as low bidder. Councilmember Alvis seconded the motion and upon roll call; Councilmembers Senter, Alvis, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmember Garrett voted “no”.

Councilmember Alvis made a motion to approve the Agreement with Merit Construction, Inc., for Phase II of the Public Works Facility in the not to exceed amount of \$12,000,000. Councilmember Pedigo seconded the motion and upon roll call; Councilmembers Senter, Alvis, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmember Garrett voted “no”.

Councilmember Senter made a motion to approve the Grant Agreement between the City of Morristown and the Boyd Foundation for the Dog Park Dash Grant Program in the amount of \$25,000. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the 2018-2019 Public Library Maintenance of Effort Agreement in the amount of \$278,150. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the 2018 Consolidated Annual Action Plan for funding under the Community Development Block Grant (CDBG) program in the amount of \$292,614. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Interlocal Agreement between the City of Morristown and Hamblen County for the 2018 Byrne Justice

Assistance Grant (JAG) Program Award. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase for Elevator Upgrades in the amount of \$32,932 to Kone, Inc.; the current vendor. Councilmember Alvis seconded the motion and upon roll call all voted; “aye”.

Councilmember Alvis made a motion to re-appoint Frank McGuffin to the Municipal Airport Commission for a five (5) year term to expire on August 31, 2023. Councilmember Senter seconded the motion and upon roll call all voted; “aye”.

Councilmember Senter made a motion to appoint Terry Rust and to re-appoint Barbara Garrett to the Tree Board for a three (3) year terms to expire on September 18, 2021. Councilmember Alvis seconded the motion and upon roll call all voted: “aye”.

Mayor Chesney adjourned the September 4, 2018, City Council meeting at 5:33 p.m.

MAYOR

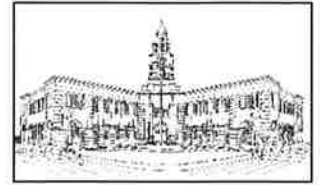
ATTEST:


CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director 
DATE: September 18, 2018
SUBJECT: Class III landfill - Lowland Waste Solutions, LLC

BACKGROUND:

This is a request for approval of a Class III landfill in the rear of the former American Enka Company/BASF facility (Parcels 059-009.00 & 059-009.05) located along the SR-160, south of Interstate 81. The 83.05 acre site is zoned HI-Heavy Industrial District and the petitioner is Lowland Waste Solutions, LLC.

Under TCA 68-211-701 ("Jackson Law") there is a two-step process for the approval of a landfill. First, this application must be approved by from both the City of Morristown and Hamblen County. The City and County are reviewing the landfill for its appropriateness at the proposed location. If it is approved, the application goes to the Tennessee Department of Environment and Conservation (TDEC) Division of Solid Waste Management for consideration. TDEC will evaluate the facility's design plans, the hydrogeologic conditions, and the operations procedures to determine whether the proposed facility meets all State and Federal guidelines. The entire process takes approximately two years depending on the type of landfill and the completeness of the application.

A Class III landfill can be used for the disposal of:

- farming waste;
- landscaping and land cleaning waste;
- demolition/constructions materials;
- shredded automobile tires and
- other waste approved in writing by TDEC-Division of Solid Waste Management.

Staff sees little adverse impact on the surrounding area in that this property and the surrounding properties have historically been used as landfill sites. These sites include two BASF Landfills (DSWM IDL-32-0007), an asbestos landfill, and the Lenzing Liberty Fibers Landfill (DSWM IDL32-0093/SNL32-274). In addition, the adjoining property has been designated as a TDEC Superfund Site (TDOR 32-515, TDOR 32-506) and a TDEC Brownfield Site (TDEC SRS-0396). Access to the property will be from SR-160 which can adequately handle the additional traffic.

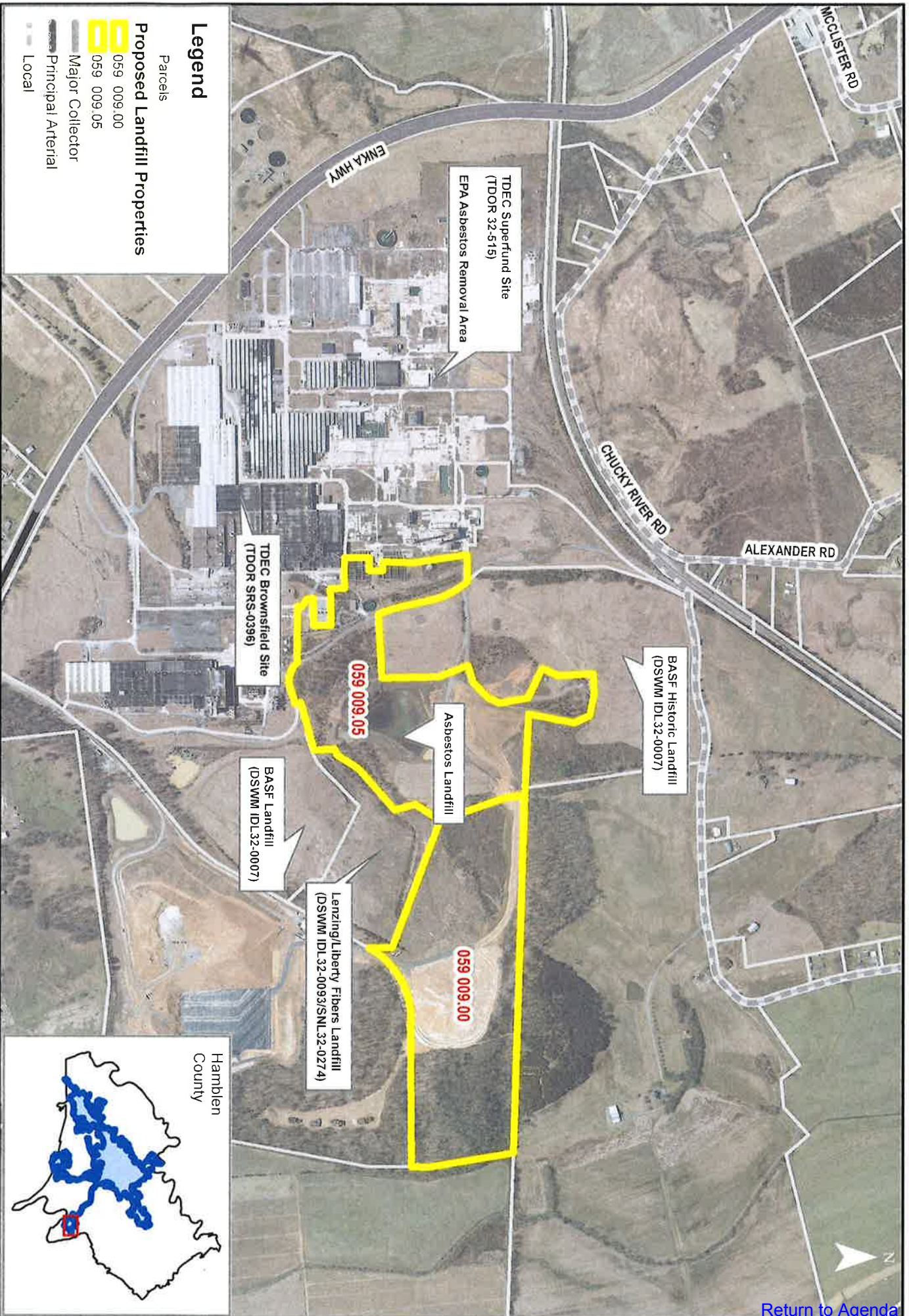
This proposal has been approved unanimously by the Morristown-Hamblen County Solid Waste Board at its July meeting.

RECOMMENDATION:

Due to the nature and history of the surrounding properties, there will be little impact, Staff recommends approval of the proposed request.



City of Morristown Proposed Landfill Location



[Return to Agenda](#)

**RESOLUTION NO. _____
BEING A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE APPROVING THE PROPOSED CONSTRUCTION OF A
CLASS III LANDFILL.**

Whereas the City of Morristown has received a request by Lowland Waste Solutions for the approval of the construction of a Class III landfill located off of State Route 160 towards the rear of the Lowland Industrial Complex. Whereas the City Council has been informed that all the notice requirements have been complied with and the Morristown-Hamblen County Solid Waste Board has approved the proposed construction. Additionally, the City Council understands that this proposed landfill does also require the approval of the Hamblen County legislative body and the subsequent approval of the Tennessee Department of Environment and Conservation Division of Solid Waste Management.

Now therefore, be it resolved by the City Council for the City of Morristown, Tennessee that City Council does hereby give its local approval for the proposed construction of the Class III Landfill by Lowland Waste Solutions.

PASSED ON THIS THE 18TH DAY OF SEPTEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG HILL TRAIL DRIVE

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

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

Property identified as being located in the first civil district of Hamblen County, Hamblen County Tax Parcel ID # 032 016 06500 000 2018 which is divided by the rights-of-way of Hill Trail Drive to include 71.2 (+/-) acres more or less, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be R-2 (Medium Density Residential).

Street Lighting

Street lights will be installed in accordance to City and Morristown Utilities Commission policies.

Recreation

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

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

PASSED ON THIS THE 18TH DAY OF SEPTEMBER 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: September 4th 2018
SUBJECT: Annexation Request of Hill Trail Drive and Adjoining Land

SUBMITTAL:

The Planning Department has received a request from Mr. Phillip Carlyle to annex Hamblen County Tax ID #016-065.00 currently addressed as 1731 Hill Trail Drive. Zoned both for agriculture (A-1) and single family residential (R-1) by Hamblen County, the subject land is located adjacent to Windswept Subdivision along Cherokee Lake in north Morristown.

The owner intends to develop a majority of this 71 + acre parcel into single family residential lots with public streets and infrastructure, hence his request to incorporate with the City's R-2 (Medium Density Residential) zoning designation in place, as opposed to going through a rezoning process at a later date. The owner has been advised that Hill Trail Drive is a substandard street and will require improvements be made at his expense to handle additional traffic generated by a large development.

The subject parcel, which is split to the south by Hill Trail Drive, adjoins Windswept Subdivision, Cherokee Lake and Cherokee Lakeview Homes Subdivision. The requested annexation will include the entirety of Hill Trail Drive (a 30 foot +/- right-of-way) from its intersection with Spout Springs Road to its intersection with Lakewood Drive along the north which will be approximately 2,376 (1/2 mile) linear feet. Current City limits for this area extend from the intersection of Spout Springs Road at its intersection with Shields Ferry Road north, to include Windswept Subdivision (annexed in 2005, 2006) which just bypasses that portion of Hill Trail Drive.

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs to the development. No additional Fire or Police personnel will be required at this time.

Staff has as of today rec'd one email asking for more information about the annexation request. No objections have been received by this office.

RECOMMENDATION:

The Morristown Regional Planning Commission at their regular meeting on August 14th 2018 voted unanimously to approve the plan of services and forward the annexation request on to City Council for approval.

ORDINANCE NO. 3616

**ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND
TO INCORPORATE SAME WITHIN THE CORPORATE
BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE**

*Annexation of property identified as being located in the sixth civil
district of Hamblen County, having Hamblen County Tax Parcel ID #
016 065.00 which contains 73 (+/-) acres more or less, the general
location being shown on the attached exhibit A;;*

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

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

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

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

The entirety of Hill Trail Drive (right of way) beginning at its intersection with Spout Springs Road and ending with its intersection at Lakewood Drive, containing approximately 2,376 linear feet; and to include the entire 73.0366 acre tract described as the Helms Property and depicted in Plat Book LPlat, Page 71 of the Hamblen County Tax Assessor's office;

Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.

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

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

PASSED ON FIRST READING THIS THE 4th DAY OF SEPTEMBER 2018.

MAYOR

ATTEST:

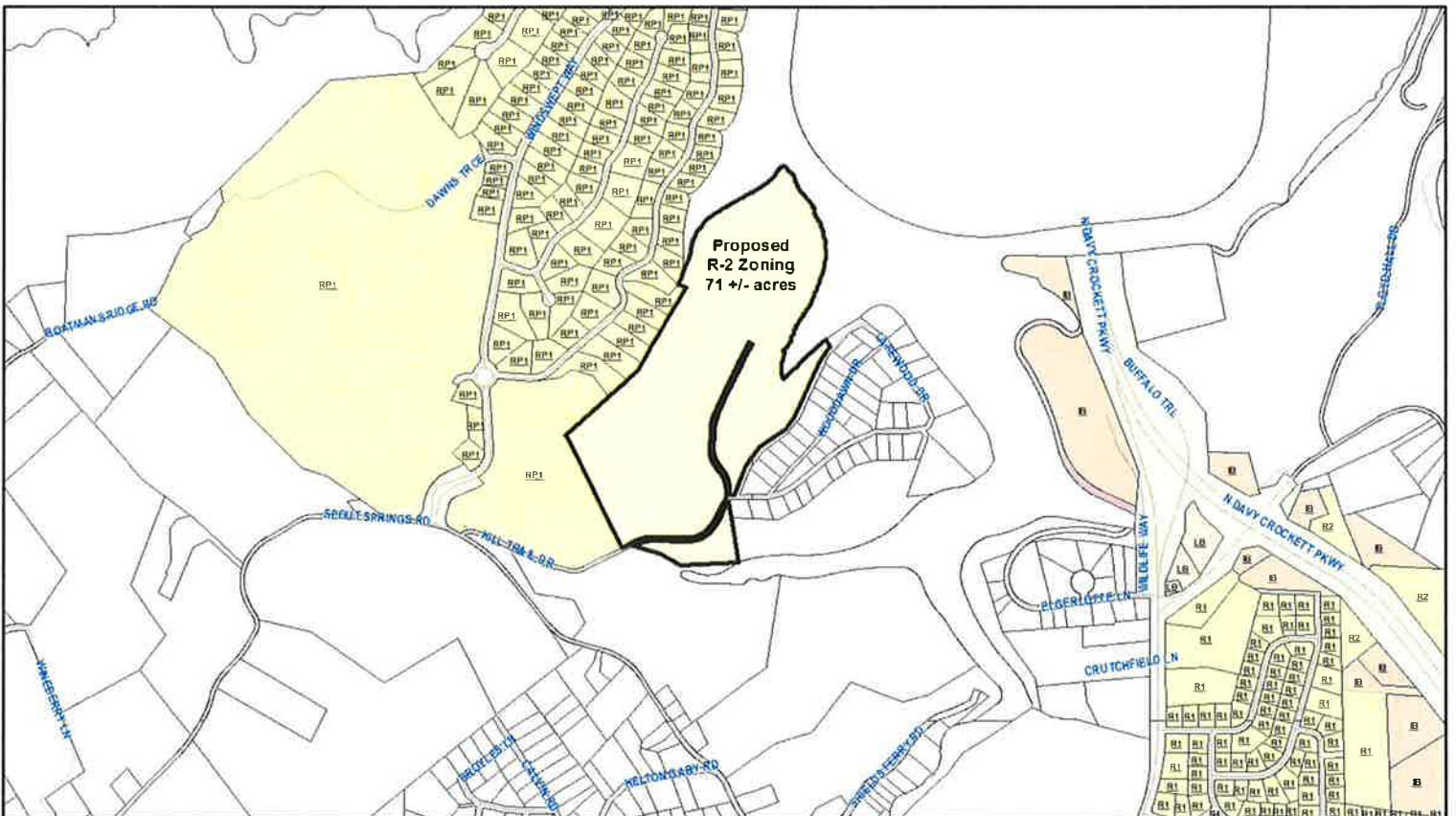
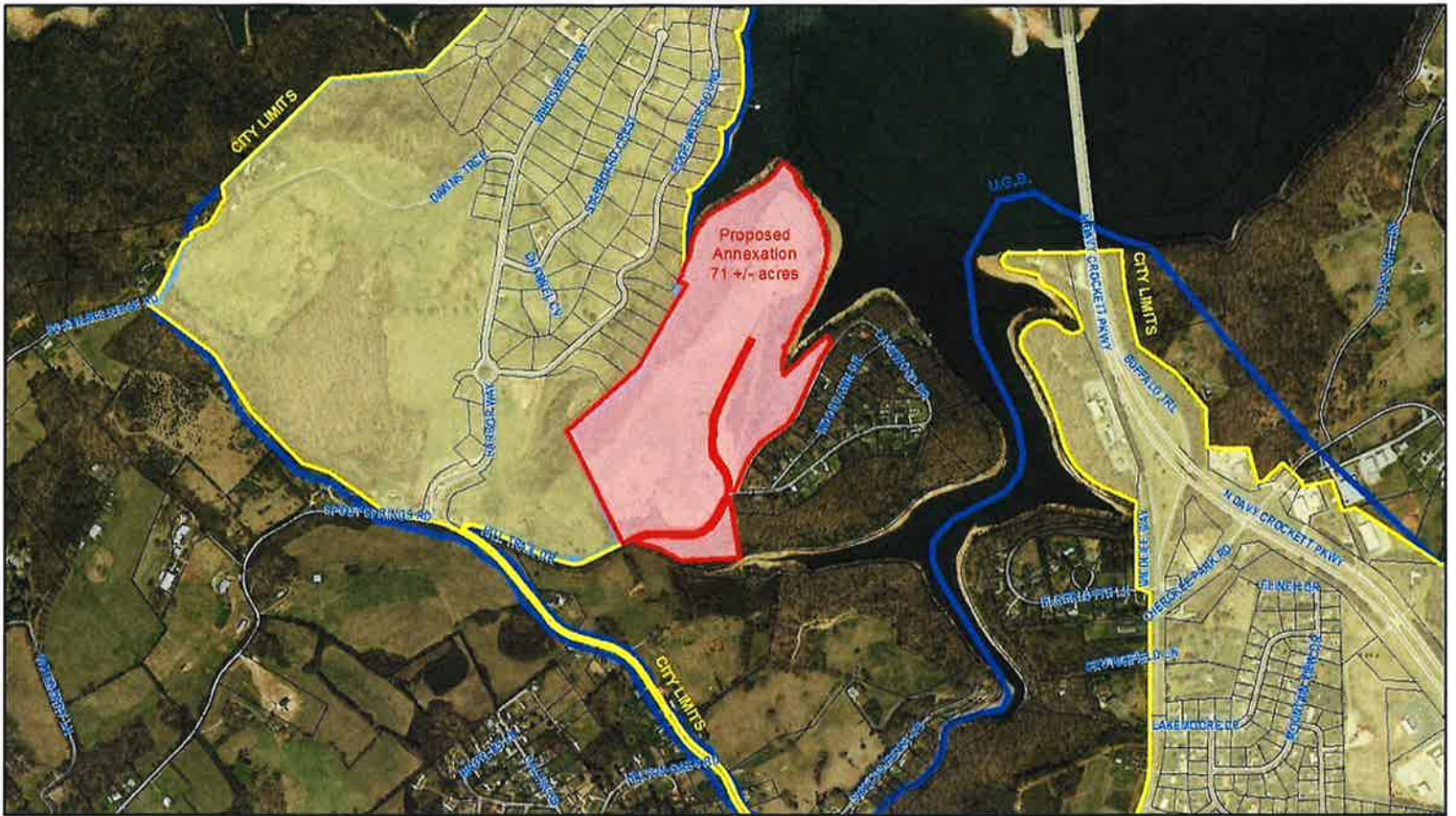
CITY ADMINISTRATOR

PASSED ON SECOND READING THIS THE 18TH DAY OF SEPTEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR



APPROPRIATION ORDINANCE

Ordinance Number: 3611.01

TO AMEND ORDINANCE NUMBER 3611, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2018-2019 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$300,000; NECESSARY TO COVER THE COSTS OF ECONOMIC DEVELOPMENT AND FUTURE APPLICATION FOR ADDITIONAL GRANT FUNDS. APPLICATION FOR GRANT FUNDS WILL BE PRESENTED TO COUNCIL FOR CONSIDERATION.

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

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27100	Unassigned Fund Balance		\$ 300,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 300,000	
			Totals	\$ -	\$ 300,000	\$ 300,000	\$ -

PASSED ON FIRST READING THIS 4th Day of September 2018

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 18th Day of September 2018

ATTEST:

Mayor

City Administrator

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO PURSUE A TENNESSEE DEPARTMENT OF
TRANSPORTATION (TDOT) MULTIMODAL ACCESS FUND GRANT.**

WHEREAS, The City of Morristown seeks to continually develop comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

WHEREAS, the general public within The City of Morristown are afforded a continuous process whereby the transportation network within the area is maintained in an efficient and orderly manner while plans for future growth in traffic volumes, recreational and land uses are considered, and

WHEREAS, it is The City of Morristown's desire to improve the safety, security, and aesthetics of its transportation systems; and

WHEREAS, it is The City of Morristown's desire to apply for the 2018 Tennessee Multimodal Access Fund Grant, where state funds will pay for 95 percent of the grant and the various governing entities of the Lakeway Area Metropolitan Planning Organization (LAMTPO) will pay for the remaining five (5) percent of the grant(s), and the total project costs must not exceed \$1,000,000; and

WHEREAS, In order to qualify for this grant, the project must be:

- Along a state route, or
- Within a ¼ mile of a state route and provide a direct connection to a state route, or
- Provide direct access to a transit hub; and

WHEREAS, this grant application is to improve sidewalks and sidewalk ramps within a quarter mile of State Route 34 (East and West Morris Blvd/West Andrew Johnson Hwy) and/or State Route 343 (Buffalo Trail/ North and South Cumberland Sts) to be ADA Compliant; and

WHEREAS, the total estimated cost for this grant is \$1,000,000.00 (\$950,000.00 state funds, \$50,000.00 local funds) to bring 227 sidewalk ramps to be ADA compliant.

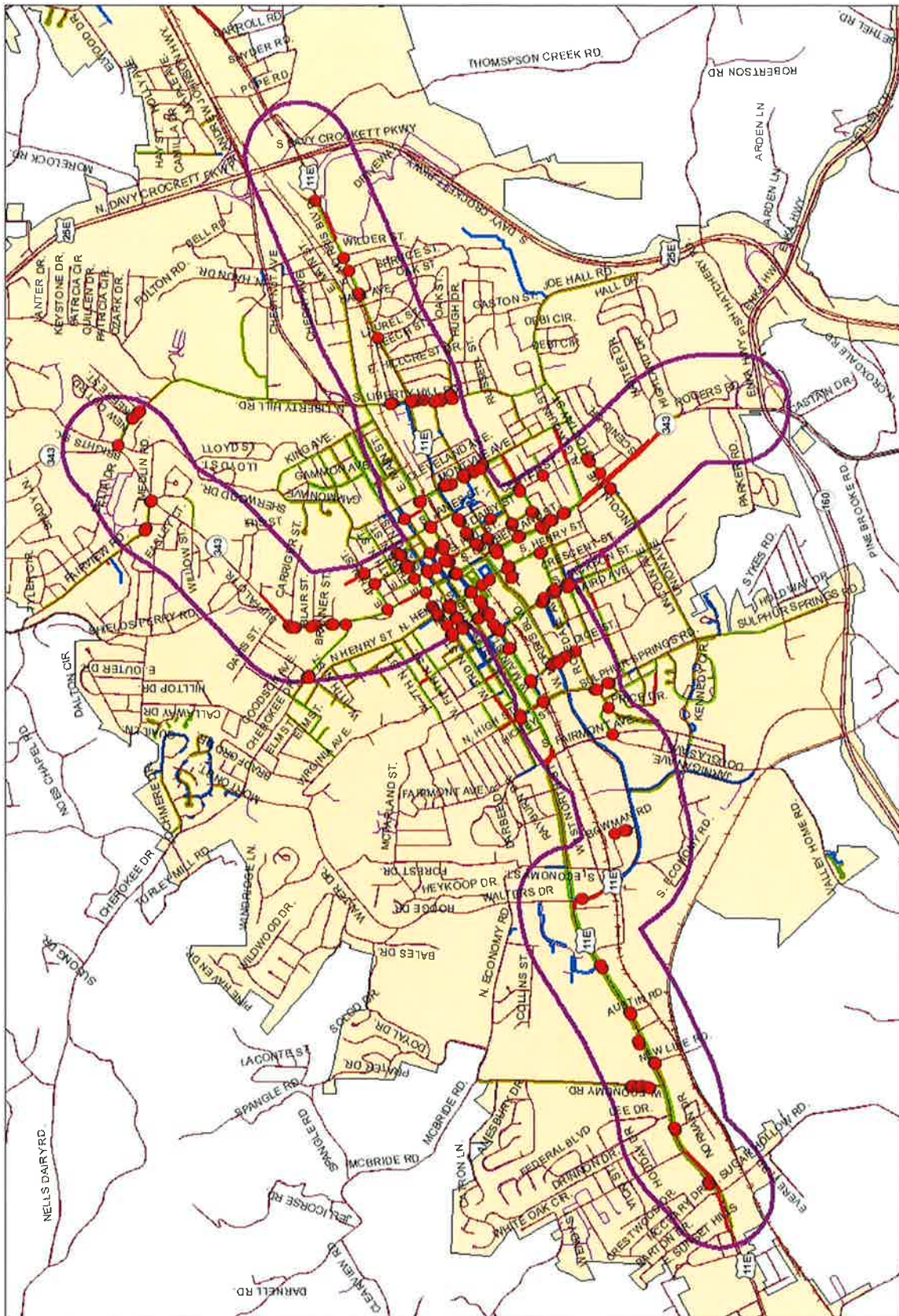
NOW, THEREFORE BE IT RESOLVED that the Morristown City Council does hereby approve this resolution supporting the grant application for the 2018 TDOT Multimodal Access Fund Grant.

Passed on this the 18th day of September, 2018.

Mayor

Attest:

City Administrator



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: September 18th, 2018
SUBJECT: Rosedale Ave Right-of-Way Abandonment

BACKGROUND:

The City of Morristown is requesting the right-of-way abandonment for the portion of Rosedale Ave that is between Dice St. and Sulphur Springs RD. This road currently separates the Public Works facility and TCAT along with the Boy's and Girl's Club being located on the northern intersection of Sulphur Springs and Rosedale Ave.



As the Public Works Department is in the process of moving from its current location off of Dice St. to Durham Landing, TCAT is expected to expand their campus across Rosedale Ave onto the soon to be vacant public works site. Part of their proposed expansion will include a new building and a parking lot being placed on the current public works site, thus the request to abandon this right-of-way.

The proposed request is to abandon the Rosedale Ave right-of-way from Dice St. to Sulphur Springs Rd. However, due to the fact that the Boys and Girls Club maintains a driveway off of Rosedale Ave., staff is proposing a joint transportation easement between the Boys and Girls Club and TCAT, which would run from Sulphur Springs east approximately 375' to the rear property line of the Boys and Girls Club.

[Return to Agenda](#)

At the September 11th Planning Commission meeting, the Commission voted 7-1 to recommend approval of the proposed right-of-way abandonment with the condition that a shared access agreement be in place between TCAT and Boys and Girls Club.

RECOMMENDATION:

Staff recommends approval of this right-of-way abandonment request with the condition that a joint transportation easement between TCAT and the Boys and Girls Club be in place.

ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN *(Portion of Rosedale Ave public right-of-way between Dice St. and Sulphur Springs Rd.)*

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

Beginning at the point of intersection of the northern boundary of the Rosedale Avenue right-of-way, the western boundary of the Dice Street right-of-way, and Parcel 003.00 of Hamblen County Tax Map 041D Group D and heading in a westerly direction along the northern boundary of the Rosedale Avenue right-of-way to the intersection of the northern boundary of said right-of-way, the eastern boundary of the Sulphur Springs Road right-of-way, and Parcel 004.00 of Hamblen County Tax Map 041D Group D; Thence in a southerly direction along the eastern boundary of the Sulphur Springs Road right-of-way to the point of intersection of said right-of-way with Parcel 037.00 of Hamblen County Tax Map 41D Group C and the southern boundary of the Rosedale Avenue right-of-way; Thence in a easterly direction along the southern boundary of the Rosedale Avenue right-of-way to the intersection of said right-of-way with Parcel 001.00 of Hamblen County Tax Map 041D Group C and the western boundary of the Dice Street right-of-way; Thence in a northerly direction along the western boundary of Dice Street right-of-way to the point of beginning.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 18TH DAY OF SEPTEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 2ND DAY OF OCTOBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____
AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF TWENTY (20) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE CITY OF MORRISTOWN, HAMBLÉN COUNTY, TENNESSEE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, HAMBLÉN COUNTY, TENNESSEE:

Article I
DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) *"Agency"* refers to and is the Tennessee Public Utility Commission the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) *"Council"* or *"City Council"* refers to and is the governing body of the City of Morristown.
- (C) *"City"* refers to and is the City of Morristown, Hamblén County, Tennessee, and includes all territory as currently is or may in the future be included within the boundaries of the City of Morristown.
- (D) *"Force Majeure"* shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

- (E) *"Franchise"* shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (F) *"Grantee"* shall mean Atmos Energy Corporation.
- (G) *"Grantor"* shall mean City of Morristown, Hamblen County, Tennessee.
- (H) *"Public Right-of-Way"* shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within the Grantor's geographical limits or boundaries established by applicable law.
- (I) *"Revenues"* refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Agency and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn on, meter sets, non-sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.
- (J) *"System"* shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances, maintenance and/or office facility or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II
GRANT OF FRANCHISE:

- (A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Agency, if any such approval is required.
- (B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of

agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

- (A) The term of this Franchise shall be for a term of twenty (20) years.
- (B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, upon approval by the Agency, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.
- (C) The terms and conditions of Ordinance No. 3022 are superseded by the terms and conditions hereof.
- (D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

- (A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.
- (B) Grantee shall have the right to disturb, break, and excavate in the Public Right- of-Way as may be reasonable and necessary to provide the service authorized hereby.
- (C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage. In the event the Grantee shall fail to fulfill its obligation under this section, the Grantor, after giving the Grantee reasonable written notice, and failure of the Grantor to make such repairs or restoration, may make the necessary restoration or repairs itself and the Grantee shall be liable for the cost of same plus 30%.
- (D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

- (A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at

its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

- (B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

- (A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to five percent (5%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.
- (B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.
- (C) The franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee,

and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all-natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.

- (D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

Article VIII SERVICE TO NEW AREAS.

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX BREACH OF FRANCHISE REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided,

however, that such termination shall not be effective unless and until the procedures described below have been followed:

- (A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.
- (B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.
- (C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS: MISCELLANEOUS PROVISIONS

- (A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

- (B) Grantee shall provide adequate service personnel and equipment based in Morristown and/or Hamblen County to respond to customer service calls from locations within the City, and shall provide the local public safety agencies, including, but not limited to the City police and fire departments, Morristown Rescue Service and 911 Center, the Grantee's toll free emergency telephone number and a listing of direct local telephone numbers of local Grantee agents to contact in case of emergency.
- (C) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.
- (D) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.
- (E) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.
- (F) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.
- (G) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

PASSED ON FIRST READING THIS THE 18TH DAY OF SEPTEMBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 2ND DAY OF OCTOBER 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ATMOS ENERGY CORPORATION

BY:

Jay Kevin Dobbs, President
Kentucky/Mid-States Division

City's Mailing Address and Phone Number:

P.O. Box 1499
100 West First North Street
Morristown, TN 37816-1499
(423) 581-0100

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State," the "Grantor State Agency," or "TNECD" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of improvements for the Colortech, Inc. under the FastTrack Infrastructure Development Program ("FIDP"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall utilize funds for the following infrastructure improvements:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Drainage Improvements | <input type="checkbox"/> Electrical Improvements | <input type="checkbox"/> Gas Line Improvements |
| <input type="checkbox"/> Railway Improvements | <input type="checkbox"/> Roadway Improvements | <input type="checkbox"/> Sewer Improvements |
| <input checked="" type="checkbox"/> Site Improvements | <input type="checkbox"/> Telecommunication Improvements | |
| <input type="checkbox"/> Water Improvements | | |

A.3. As evidenced in the Letter of Intent submitted with the Grantee's FIDP application, Colortech, Inc. (the "Company") has agreed to the following:

Investment:

To invest at least the following amounts:

Real Property	\$4,000,000.00
Personal Property	\$10,500,000.00
Total Investment	\$14,500,000.00

Jobs:

To create the following number of additional new, full-time positions within the State of Tennessee:

28

Employment Reports:

The Grantee shall require that the Company submit annual employment reports to TNECD during the Term, as defined in Section B.1. below. TNECD shall provide the employment summary form to the Grantee or directly to the Company in October of each year. The Grantee shall require that the Company complete the employment summary form, detailing the number of employees hired during the Term as well as the Company's total employment, and shall require that the Company submit the employment summary form to TNECD by the end of each year.

Civil Rights Laws:

To abide by all applicable civil rights laws in its hiring process.

A.4. The Grantee shall provide the State with a final end-of-project report upon completion of project. This report must be received by the State prior to final reimbursement to Grantee.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on December 11, 2017 ("Effective Date") and ending on December 10, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. In the event the Grantee completed a Request to Incur Cost form (RTIC) and the RTIC was approved by the State, the contract Effective Date shall be the date established by the Permission to Incur costs (PTIC) letter. If applicable, the PTIC letter is attached as Attachment 2.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thousand Dollars and no/100 (\$100,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 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:

ECD.Invoices@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 Economic and Community Development, FastTrack Infrastructure Development Program
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

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

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

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

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed

ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

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

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

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

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

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

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

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

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jeff Bolton, Director of FastTrack Programs
Department of Economic and Community Development
312 Rosa L. Parks Avenue, 27th Floor
Nashville, Tennessee 37243
Jeff.Bolton@tn.gov
Telephone # 615.253.1909

The Grantee:

Joey Barnard, City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816
Email Address: jbarnard@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. Reserved.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 3.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.3. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E. 3. Project Overrun. If there is a project overrun, it is the responsibility of the Grantee to pay any costs associated with the project overrun.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

THE HONORABLE GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE

GRANT BUDGET

GRANT CONTRACT

GRANTEE:

City of Morristown - Colortech, Inc.

GRANTEE CONTACT:

Joey Barnard 423-581-1000

PROGRAM AREA:

FIDP

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 12/11/17 through 12/10/22			
EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE [PARTICIPATION / MATCH]	TOTAL PROJECT
Construction	\$100,000.00	\$441,657.00	\$541,657.00
Construction Inspection	\$0.00	\$7,000.00	\$7,000.00
Engineering Design	\$0.00	\$10,000.00	\$10,000.00
Engineering (other than design)	\$0.00	\$0.00	\$0.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$0.00	\$0.00	\$0.00
Acquisition of Property - Land & ROW	\$0.00	\$0.00	\$0.00
Professional Fee (Detail attached)	\$0.00	\$2,000.00	\$2,000.00
Other Non-Personnel Expenses (Detail attached)	\$0.00	\$0.00	
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$0.00	\$54,166.00	\$54,166.00
GRAND TOTAL	\$100,000.00	\$514,823.00	\$614,823.00

Grant Rate: 68%

Benchmark: 4%

GRANT BUDGET DETAIL

LINE-ITEM DETAIL FOR: PROFESSIONAL FEE	AMOUNT
Administration between City of Morristown and BWSC	\$2,000.00
TOTAL	\$2,000.00

LINE-ITEM DETAIL FOR:	AMOUNT
TOTAL	



State of Tennessee
Department of Economic and Community Development

FastTrack

William R. Snodgrass Tennessee Tower, 27th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
615-741-6201 FAX: 615-741-5554

February 23, 2018

The Honorable Gary Chesney
Mayor
P.O. Box 1499
Morristown, Tennessee 37816-1499

Re: City of Morristown / Colortech, Inc. FIDP Grant

Dear Mayor Chesney:

In response to the RTIC request made by you on December 11, 2017 acting in capacity of Mayor, I am pleased to grant permission to the City of Morristown to incur eligible expenses for potential reimbursement purposes for the City of Morristown / Colortech, Inc. FIDP Project prior to formal grant award. The project is expected to include Site Drainage. Availability of funds shall be subject to appropriation by the Tennessee General Assembly. In addition, any grant or award provided for this project is subject to the approval of the ECD Grant and Loan Committee, the Central Procurement Office and the Office of the Comptroller. Further, if the amount requested is above \$750,000.00, the grant shall be subject to approval by the Tennessee State Funding Board.

This letter shall not be construed as an approval of the project.

As shown on the executed RTIC, a copy of which is attached, the City of Morristown has certified that it has sufficient funds available, or will secure such funds from non-state sources, to pay all costs that may be incurred prior to the execution of the contract.

ECD ADVISES YOU TO ENSURE THAT COSTS INCURRED PRIOR TO ANY APPROVAL OF A GRANT DO NOT EXCEED YOUR AVAILABLE FUNDS.

This permission to incur costs shall begin on the 11th day of December, 2017.

FIDP bidding procedures must STILL be followed and the bid documents provided to AND approved by ECD. Once bids for the project have been received, if for any reason the low bid is not accepted, a written explanation must be submitted to ECD (with an alternate proposal for completion of the project) along with the certified bid tabs for approval by ECD. Failure to obtain such approval could result in the refusal of reimbursements for expenses.

If you have any questions, please contact Jeff Bolton, Director of FastTrack @ (615) 253.1909.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Bolton", written over a circular stamp.

Jeff Bolton
Director of FastTrack

JHB:od

Enclosures

cc: Stephanie Burnette

Chris Umberger

Jeff Bolton

Gary Human



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 # **19000653-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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CARGILL INCORPORATED-SALT DIV
24950 COUNTRY CLUB BLVD STE450

NORTH OLMSTED, OH 44070

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

Vendor Phone Number 800-600-7258		Vendor Fax Number 888-739-8705		Requisition Number 19000717		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 09/11/18		Vendor Number 003111		Date Required		Interoffice Delivery		Department/Location 41610	
Item #	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	DEICING SALT PER STATEWIDE CONTRACT # 507 43140-458			1001.00 TON	84.85000		84,934.85		
					PO Total		84,934.85		

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Return to Agenda



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Cargill Incorporated
402 Weatherridge Dr
Jackson, TN 38305

Vendor ID: 0000000582

Contract Number: 000000000000000000054021

Title: SWC 507- Rock Salt

Start Date : June 01, 2017

End Date: May 31, 2019 with 1yr renewal option

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Jessica Starling
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-0352
Fax: 615-741-0684
Email: Jessica.Starling@tn.gov

Line Information

Line 1

Item ID: 1000177399

Rock Salt, TDOT Region1 Super District 2 (All Counties)

Unit of Measure: NS

Vendor Item/Part #: CAR-1

Manufacturer Item #:

Unit Price: \$ 82.46

Line 2

Item ID: 1000177400

Rock Salt, TDOT Region1 Super District 3 (All Counties)

Unit of Measure: NS

Vendor Item/Part #: CAR-2

Manufacturer Item #:

Unit Price: \$ 84.93

Line 3

Item ID: 1000177401

Rock Salt, TDOT Region4 Super District 10- Dyer

Unit of Measure: NS

Vendor Item/Part #: CAR-3

Manufacturer Item #:

Unit Price: \$ 82.46

Line 4

Item ID: 1000177402

Rock Salt, TDOT Region4 Super District 10- Lake

Unit of Measure: NS

Vendor Item/Part #: CAR-4

Manufacturer Item #:

Unit Price: \$ 80.85

Line 5

Item ID: 1000177403

Rock Salt, TDOT Region4 Super District 10- Obion

Unit of Measure: NS

Vendor Item/Part #: CAR-5

Manufacturer Item #:

Unit Price: \$ 80.71

Line 6

Item ID: 1000177404

Rock Salt, Non-TDOT Region1- All Counties

Unit of Measure: NS

Vendor Item/Part #: CAR-6

Manufacturer Item #:

Unit Price: \$ 84.85

Line 7

Item ID: 1000177405

Rock Salt, Non-TDOT Region4 Super District 10- Dyer

Unit of Measure: NS

Vendor Item/Part #: CAR-7

Manufacturer Item #:

Unit Price: \$ 81.62

Line 8

Item ID: 1000177406

Rock Salt, Non-TDOT Region4 Super District 10- Lake

Unit of Measure: NS

Vendor Item/Part #: CAR-8

Manufacturer Item #:

Unit Price: \$ 82.38

Line 9

Item ID: 1000177407

Rock Salt, Non-TDOT Region4 Super District 10- Obion

Unit of Measure: NS

Vendor Item/Part #: CAR-9

Manufacturer Item #:

Unit Price: \$ 85.39

Line 10

Item ID: 1000177408

Rock Salt, Non-TDOT Region4 Super District 10- Weakley


Unit of Measure: NS

Vendor Item/Part #: CAR-10

Manufacturer Item #:

Unit Price: \$ 86.14

APPROVED:



Digitally signed by Michael E. Perry
DN: cn=Michael E. Perry, ou=State of TN,
o=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2017.05.16 09:41:55 -0500

CHIEF PROCUREMENT OFFICER

BY:

Jessica M.
Starling

Digitally signed by Jessica M.
Starling
DN: cn=Jessica M. Starling,
ou=State of Tennessee,
ou=Central Procurement Office,
email=Jessica.Starling@tn.gov,
c=US
Date: 2017.05.15 11:55:18 -0500

PURCHASING AGENT

5/15/17
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 1

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

Purchase Order # **19000656-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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STOWERS MACHINERY CORPORATION
ATTN: A R 533470
PO BOX 14802
KNOXVILLE, TN 37914-1802

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

Vendor Phone Number 865-546-1414		Vendor Fax Number 865-595-1030		Requisition Number 19000721		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 09/11/18		Vendor Number 015200		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	CATERPILLAR 926M WHEEL LOADER W/ 2.5 BUCKET (DELETE FORKS 54" PALLET FOR \$4,698.00) 43140-960				1.00 EACH	146685.00000		146,685.00	
002	ADDITION OF 487-8492 BA25 ANGLE BROOM, MAN PER STATEWIDE CONTRACT # 220 43140-960				1.00 EACH	12319.00000		12,319.00	
						PO Total		159,004.00	

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

**Stowers Machinery Corp
PO Box 14802
Knoxville, TN 37914-1802**

Vendor ID: 0000000916

Contract Number: 0000000000000000000048446

Awarded Regions 1 & 2

Title: SWC 220 Heavy Equipment

Start Date : December 01, 2015

End Date: November 30, 2018

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line Information
Caterpillar

Line 1

Item ID:

1000171676 Backhoe - Heavy Equipment - Generic Asset

Unit of Measure: EA

Small Backhoes	37 % Discount	10 % Discount on Options
Medium Backhoes	38% Discount	10 % Discount on Options
Large Backhoes	38% Discount	10% Discount on Options

Line 2

Item ID:

1000156890 Bulldozer - Heavy Equipment - Generic Asset

Unit of Measure: EA

Small Bulldozers	33.5% Discount	10% Discount on Options
Medium Bulldozers	32 % Discount	10% Discount on Options
Large Bulldozers	29% Discount	10% Discount on Options

Line 3

Item ID:

1000156097 Excavator (Track and Rubber Tire) - Heavy Equipment - Generic Asset

Unit of Measure: EA

Compact	35% Discount	10% Discount on Options
Small	33% Discount	10% Discount on Options
Medium	31% Discount	10% Discount on Options
Large	32% Discount	10% Discount on Options
Extra Large	29% Discount	10% Discount on Options

Line 4

Item ID:

1000171679 Loaders (Articulated Rubber Tire) - Heavy Equipment - Generic Asset

Unit of Measure: EA

Small	34.5% Discount	10% Discount on Options
Medium	39% Discount	10% Discount on Options
Large	29% Discount	10% Discount on Options

Line 5

Item ID:

1000156926 Graders, Motorized - Heavy Equipment - Generic Asset

Unit of Measure: EA

Small	50.5% Discount	10% Discount on Options
Medium	50.5% Discount	10% Discount on Options
Large	50.5% Discount	10% Discount on Options

APPROVED:


CHIEF PROCUREMENT OFFICER

BY:


CATEGORY SPECIALIST

11/30/2015
DATE

Industrial Development Board of The City of



P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

September 11, 2018

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on September 7, 2018, the Board reviewed a request from Atmos Energy to purchase a parcel of land on Progress Parkway, consisting of 5 acres in the *East Tennessee Progress Center*. This site is located near the entrance to the park, and is part of Lot 7 on the master plan.

The Industrial Development Board recommends the sale of this land at an agreed upon purchase price of \$20,000 per acre. Additionally, Atmos Energy has agreed to pay for the survey of the property.

If you have any questions, please don't hesitate to call.

Sincerely,

A handwritten signature in black ink that reads 'Marshall Ramsey'.

Marshall Ramsey
Secretary

MR/jb



LEGEND

Lot

1 -	14.9 Acres +/- 60,000 SF Phase 1 40,000 SF Expansion	10 -	28.2 Acres +/- 150,000 SF
2 -	102.5 Acres +/- 500,000 SF	11 -	43.3 Acres +/- 200,000 SF
3 -	120.5 Acres +/- 650,000 SF	12 -	84.5 Acres +/- 1,000,000 SF
4 -	36.3 Acres +/- 250,000 SF	13 -	57.2 Acres +/- 350,000 SF Phase 1 160,000 SF Expansion
5 -	6.7 Acres +/- 25,000 SF	14 -	17.0 Acres +/- 40,000 SF Phase 1 40,000 SF Expansion
6 -	19.1 Acres +/- 50,000 SF	15 -	33.1 Acres +/- 100,000 SF
7 -	10.9 Acres +/- 25,000 SF	16 -	20.4 Acres +/- 60,000 SF Phase 1 85,000 SF Expansion
8 -	26.4 Acres +/- 250,000 SF Phase 1 150,000 SF Expansion	17 -	58.8 Acres +/- 250,000 SF Certified Data Center Site
9 -	13.5 Acres +/- 60,000 SF Phase 1 60,000 SF Expansion		

CONCEPTUAL MASTER PLAN

EAST TENNESSEE PROGRESS CENTER
HAMBLEN AND JEFFERSON COUNTIES, TENNESSEE

Updated September 2017 by

THE VALLEY
WORKS

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From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OF BOARD/COMMISSION
MEMBER

DATE: SEPTEMBER 14, 2018

The following Board/Commission Members term will expire on October 1, 2018.
This is a City Council appointment and/or re-appointment scheduled for the
September 18, 2018, City Council meeting.

Civil Service Board

Term Expiring: Mike Minnich, this member has been contacted by staff
and would like to be considered for re-appointment.

This appointment/re-appointment is for a three (3) year term that will expire
on October 1, 2021.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Chief Roger D. Overholt *RDC*

DATE: September 11, 2018

RE: **Disciplinary Actions**

Please see attached requested disciplinary actions for three officers in unrelated events.

If you have any questions regarding these actions please contact me.

Cc: Morristown Civil Service Board
Assistant City Administrator Larry Clark

Incident 1:

Violation: MPD General Order 500.02 Court Appearances

On August 14, 2018 this officer failed to appear for a scheduled case in general sessions court. This officer had previously received a written reprimand, in an unrelated incident (February 13, 2017), for failing to appear for a scheduled court case.

I recommend the officer receive an 8-hour unpaid suspension for the August 14th violation.

their property;

- d. Other circumstances in which an on-duty supervisor deems it necessary for officers to stand by while personal property is being retrieved.

T. Field Interviews

1. Field interviews shall be conducted in accordance with standing case law. Officers shall use their training and experience to determine the legal position to conduct a field interview. Criteria shall include one of the following:
 - a. That a crime was recently committed in the area.
 - b. That suspicion of criminal activity has taken place.
 - c. The interview is being conducted in a high crime area.
 - d. Suspicion that the suspect may be involved in criminal activity.

U. Court Appearances

1. Upon approval by the appropriate court judge, the use of written reports or sworn affidavits may be utilized during arraignment proceedings in lieu of an officer's presence. For preliminary or other such court hearings, an officer must attend the proceedings.

V. Police Hazards

1. Officers shall coordinate information concerning potential or actual police hazards to police officers, supervisors, and the Hamblen County Emergency Communications Center. The communication may be verbal, written, or by computer mail line.

W. Patrol Vehicles

1. Vehicles utilized by the Department in routine or general patrol shall bear the Department police logo and emblem. Such markings shall be conspicuous in contrast to other vehicles.
2. The vehicle shall also be equipped with emergency lights.
3. The vehicle shall also be equipped with a siren.
4. The vehicle shall also be equipped with a mobile transceiver.
5. The vehicle shall also be equipped with audio and video recording devices.

X. Vehicle Equipment

Incident 2:

Violation: MPD General Order 500.54 Mental Illness

On August 8, 2018 this officer failed to follow the procedures set forth in policy for dealing with a mentally ill person.

Violation: MPD General Order 500.44 Domestic Violence Reporting Procedures

On August 14, 2018 the officer failed to properly document an incident which, while there were no sustained injuries, met the requirements for reporting under the state's domestic violence laws.

Violation: MPD General Order 200.76 Processing Property and Evidence
MPD General Order 300.08 Code of Conduct and Ethics

On August 18, 2018 the officer took possession of contraband found during an area search. The officer did not follow established policy to log the property into evidence by the end of shift.

Due to multiple violations, I recommend that this receive a 16-hour suspension without pay and suspension from the Master Officer Program for six months. The officer's performance would then be re-evaluated for re-instatement in the program if no further concerns are noted.

This officer will also not be allowed to serve as a field training officer or tactical team leader for a period of one year. A re-evaluation will be required if he wishes to reapply for either of these positions after one year. Neither of these removals will affect his pay status.

I believe this officer has the ability to perform at an acceptable level and will grow from this experience.

circumstances.

2. If the person refuses to seek voluntary examination, and does not meet the criteria for involuntary admission, or if permission to transport is denied by a supervisor, the officer shall counsel, release and refer the person as outlined in Section G of this policy.
3. Neither physical force, nor threat of such force, may be used to compel a person to submit to voluntary admission to a hospital or mental health facility.

H. Involuntary Commitment and Other Custodial Situations

- A. If an officer receives information from a citizen, concerning an individual's behavior, which appears to meet the criteria for involuntary commitment but the officer did not witness the behavior, the officer shall:
 1. Explain the involuntary commitment requirements to the citizen and the method for the citizen to seek the petition in court for such admission; and
 2. Assess the person's condition and take whatever action appears to be appropriate for the proper care of the person.
- B. If an officer has personally witnessed a person's behavior, which appears to meet the criteria for involuntary commitment, has received information from a family member or custodian willing to seek a petition for involuntary admission, or upon the authorization of a Patrol Division Supervisor, the officer shall:
 1. Take the person into custody.
 2. With permission, transport the person to the appropriate emergency room for screening and evaluation.
 3. Provide the initial screener with as much information as possible about the person's condition.
 4. Stay with the person until the screening and evaluation are concluded and/or the hospital security takes custody of the person, unless the screener advises the officer there is no longer a need for the officer's presence and accepts responsibility for the person.
 5. Complete a Mental Illness Contact Form # 200.27 and forward to the Victim/Witness Officer.
- C. If a commitment is denied by the screening physician, the officer shall:
 1. Transport the person to a safe location and release him, if possible, to a responsible person; or
 2. Proceed with any criminal charges, which may have occurred due to the person's conduct.

- a. the consent or request of the victim; or
- b. the officer's perception of the willingness of the victim or of a witness to the domestic abuse to testify or participate in a judicial proceeding.

Seizure of Weapons in Domestic Violence Incidents

- A. If an officer has probable cause to believe that a criminal offense involving domestic abuse has occurred, the officer shall seize all weapons that are alleged to have been used by the abuser or threatened to be used by the abuser in the commission of a crime.
- B. Incident to an arrest for a crime involving domestic abuse, an officer may seize a weapon that is in plain view of the officer or discovered pursuant to a consensual search, if necessary for the protection of the officer or other persons. Provided, however, an officer is not required to remove a weapon such officer believes is needed by the victim for self-defense.
- C. The provisions of T.C.A. 39-17-1317, relative to the disposition of confiscated weapons shall govern all weapons seized pursuant to this law that were used or threatened to be used by the abuser to commit the crime. All other weapons seized shall be returned upon disposition of the case.

Victim Assistance

- A. The officer shall provide the victim notice of the legal rights available by giving them a copy of the statement of victim's rights as set forth in the Domestic Abuse Act.
- B. Pursuant to T.C.A. 36-6-601, the officer will offer to transport the victim to a place of safety such as a shelter or similar location or the residence of a friend or relative, unless it is impractical for the officer to transport the victim, in which case the officer shall offer to arrange for transportation as soon as feasible.
- C. The officer shall advise the victim of a shelter or other service in the community.

Reporting Procedures

- A. When an officer investigates an allegation that domestic abuse has occurred, the officer shall make a complete report and file the report with the officer's supervisor.
- B. If the officer decides not to make an arrest or decides to arrest two (2) or more parties, **the officer shall include in the report the grounds for not arresting anyone** or for arresting two (2) or more parties.
- C. If the officer seizes any weapons, an inventory of seized weapons shall be appended to the domestic abuse report.

Forensic medical examination - An examination by any healthcare provider who provides medical care and gathers evidence of a sexually oriented crime in a manner suitable for use in a court of law, provided to a victim reporting a sexually oriented crime to a healthcare provider, as defined in T.C.A. §39-13-519.

Hold kit – A sexual assault evidence collection kit of an adult victim that is coded with a number rather than a name pending the victim's decision to report the crime to law enforcement authorities, as defined in T.C.A. §39-13-519.

Sexual assault evidence collection kit – Evidence collected from the victim of a sexually oriented crime with a sexual assault evidence collection kit provided by the State of Tennessee, as defined in T.C.A. §39-13-519.

A. Evidentiary Property

1. Evidentiary property shall be logged into agency records as soon as possible; but, no later than the end of the officer's shift. The Evidence Custodian shall maintain found, recovered, or evidentiary property in designated areas of the Department, which shall be under his or her control, with limited access given only to those persons who are accountable. These areas shall be inspected at least once a month by an Investigations Supervisor in order to determine that the areas are being maintained in a clean and orderly fashion, that provisions of agency orders or other directives concerning the evidence management functions are being followed, that evidence accountability procedures are being maintained, and that property having no further evidentiary value is being disposed of properly

B. Receiving and Storing Property and Evidence

1. Evidence and property may be submitted at the main evidence room during the hours of 08:00 - 16:00, Monday-Friday. Use the temporary storage lockers all other times or when the Evidence Custodian is not available.
2. Property entered into the evidence room that needs to be checked for prints, has sharp edges (open blade knife, scissors, glass, etc.), points (syringes and hypodermic needles), or materials which are fragile, should be noted on the outside of the package.
 - a. Syringes and hypodermic needles:
 - i. The policy of the T.B.I. Crime Laboratory is not to accept or analyze syringes and hypodermic needles. Personnel should avoid handling these items whenever possible. If you must handle a syringe, wear disposable latex gloves and never attempt to recap or bend the needle. Place all syringes in a puncture resistant container, seal the container and label it.

3. Failure to Report a Motor Vehicle Accident

Personnel shall immediately report motor vehicle accidents in which they are involved while driving a city vehicle.

(Violation subject to 2 to 5-day suspension.)

G. Duty Requirements

1. Horseplay, Distractions

Personnel shall perform their duties in a conscientious manner and shall not engage in "horseplay" while on duty or at a Department facility or workstation and shall not distract others who are performing assigned duties.

(Violation subject to written reprimand or 1-day suspension.)

2. Abuse of Meal and Rest Periods

Personnel shall take only the specified amount of time for meal or rest periods. Personnel shall not take meal periods within 1 hour of reporting to duty or within the last hour of duty.

(Violation subject to written reprimand or 1-day suspension.)

3. Loitering

On duty personnel shall not loiter in public places, residences, fire halls or Police Department facilities.

(Violation subject to written reprimand or 1-day suspension.)

4. Sleeping While on Duty

Personnel shall not sleep while on duty.

(Violation subject to 1 to 10-day suspension.)

5. Unbecoming Conduct

Personnel shall not conduct themselves in an indecent, lewd, or disorderly fashion. They shall not be guilty of conduct unbecoming their position and shall not commit acts which would discredit the Department even though such conduct is not specifically set forth in this code of conduct.

(Violation subject to written reprimand, 1 to 15-day suspension, demotion or termination.)

6. Submission of Reports and Documents

Personnel shall originate, complete, and submit all reports and documents required in the execution of their duties prior to completing a tour of duty except as authorized by a supervisor.

(Violation subject to written reprimand or 1-day suspension.)

Incident 3:

Violation: MPD General Order 200.05 Use of Force

On August 25, 2018 the officer deployed a Taser to stop a subject fleeing on foot and did not properly follow-up with the required medical needs assessment.

I recommend an 8-hour suspension without pay for this officer.

This officer will also receive re-training on the use of force policy, the operations and guidelines of the Taser and de-escalation techniques.

7. Hands and Feet impact - Impact with hands, fists, and feet shall be used only when the aforementioned non-deadly force continuums have failed or were not reasonable to attempt. These methods involve the member's utilizing various techniques such as blows and leg sweeps to non-lethal areas of the anatomy. This training is provided through a rigid recruit training, a strong Field Training Program, and on-going in-service training.

OR

Controlled Electrical Weapon (CEW) – The CEW probe deployment shall be utilized only when the aforementioned non-deadly force continuums have failed or were not reasonable to attempt. Only those officers who have completed the training course are authorized to deploy an CEW. The CEW is not a replacement for a firearm and should not be used without a firearm backup, in those situations where there is an imminent threat toward officers or others.

The Morristown Police Department currently authorizes the use of TASER International's CEW's in the M26 and X26 models.

- a. **ONLY USE PROBE DEPLOYMENT TO STOP A THREAT:** The CEW probe deployment should only be used to stop a threat. This would include threats to officer's safety, threats to others, or even if the suspect is posing a threat of injuring him or herself.
- b. Prior to the use of the CEW an officer shall notify other officers at the scene by the announcement on the radio or by the command of "TASER, TASER, TASER". This is to alert other officers that the CEW is being deployed and so that officers do not mistake the "pop" of the CEW for a gunshot.
- c. When deploying an CEW, officers should use it for one standard cycle and evaluate the situation. If subsequent cycles are necessary, only utilize the minimum number necessary to stop the threat or place the suspect into custody. Officers may utilize a continuous cycle to gain control of a suspect based upon the need and tactical situation. However, the officer will attempt to keep the continuous cycle less than 15 seconds, if reasonable and possible.
- d. It should **NEVER** be used for coercion of any type. No officer shall playfully, maliciously, or intentionally misuse the CEW in a display of power or against an individual.
- e. Warn suspect prior to CEW application, when feasible.
- f. Based upon TASER International's recommendations, the CEW probes should be fired at the lower torso (below the rib cage) for a front facing suspect; and fire below the neck area for a rear facing suspect. Do not intentionally target genitals on a front facing suspect. **NEVER FIRE ECD PROBES AT THE HEAD OR NECK AREA, UNLESS A HIGHER LEVEL OF FORCE IS JUSTIFIED, DUE TO THE HIGHER RISK OF A SERIOUS INJURY.**
- g. An arrest team should be in place prior to deployment, if the situation

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permits.

- h. Utilize cover, concealment and distance to ensure officer safety.
- i. The CEW will not be used near FLAMMABLE GASSES, LIQUIDS, or in COMBUSIBLE ENVIROMENTS (Meth. Labs).
- j. Avoid use on pregnant women, if possible, due to complications from secondary injuries occurring from falls.
- k. Once suspect is apprehended, contact EMS. Suspect should be examined for injuries including the probe removal area and secondary injuries from falls, etc. If needed, the suspect should be transported to an emergency room by patrol car or EMS for treatment of injuries.
- l. Probes may be removed by a trained officer at the scene unless the officer believes the area to be too sensitive and should be left to a medical professional. Officers should not remove probes embedded in sensitive areas, i.e. neck, face, groin, or female breast. A physician should remove these probes in an Emergency room. Probe removal should be conducted by TASER International guidelines as users were trained.
- m. Persons who have been subjected to more than 3 - 5 second cycles of the CEW, or more than 15 seconds of a continuous cycle, or have exhibited signs of extreme uncontrolled agitation, hyperactivity or other unusual behavior prior to exposure should be transported to a medical facility for examination.
- n. Photographs of injuries and probe sites will be taken and placed into evidence.
- o. Probes will be collected properly (treat as "sharps") and placed into evidence. (BIOHAZARD)
- p. Use of Force report and an CEW use Report shall be completed by officer(s), and forwarded to supervisor as soon as possible after the incident (Prior to leaving shift).
- q. After an officer(s) utilizes an CEW, the officer(s) will report to a Corporal or Sergeant, as soon as reasonable, to have the data and video downloaded (video not available on the TASER M-26 model) to a designated computer for incident documentation.
- r. Each shift or divisions Corporal/Sergeant will be trained and responsible for downloading data. Data must be downloaded after every field use and every 6 months. This allows for monitoring activity of device and ensures that policy is being followed.
- s. Each TASER X-26 is equipped with a TASER CAM which provides audio and video recording when the device is armed. The TASER CAM will always be attached to the device unless it is out of service or has been sent for repair.
- t. Maintenance and Care of the TASER M-26
 - 1. Avoid dropping CEW.
 - 2. Check batteries regularly.

2017 Consolidated Annual Plan Evaluation and Review (CAPER)

Re; 7-1-17 to 6-30-18 CDBG program

City of Morristown, TN

The Community Development Block Grant (CDBG) Program was enacted in 1974 as the cornerstone of federal investment in our nation's communities. The Act, signed by then-President Gerald Ford, stated that sustained action by all levels of government is necessary to maintain viable urban [and rural] communities.

The CDBG program is one of the Federal government's most effective means to revitalize low and moderate-income communities across the country. CDBG funding supports homeownership, housing rehabilitation, public improvements and economic development projects while encouraging additional local investment. Every \$1.00 of CDBG leverages another \$4.09 in non-CDBG funding. CDBG makes its way into local economies through an extensive network of local organizations and remains a necessary resource for families and communities.

Over 1,200 state and local governments receive annual CDBG funding. Every State, Territory, and Congressional District receives or has access to CDBG funds. The importance of this funding to meet the unique needs of local communities is widely recognized.

Since 1974, the CDBG program has invested more than \$153 billion in communities nationwide. According to data reported to HUD by grantees, from FY 2005-2017, CDBG has helped more than 1.435 million households rehabilitate their homes, provided down payment and closing cost assistance to qualified homebuyers, and assisted homeowners with lead-based paint abatement. In addition, since 2005, the program has assisted in the creation and retention of more than 401,992 jobs in low-income and moderate-income communities. CDBG has provided critical public services benefitting over 139 million people.

CDBG entitlement funds and City general funds are utilized to assist the City of Morristown residents with the three national goals of the HUD CDBG program. Those three goals are to provide decent affordable housing, to help create a suitable living environment, and to expand economic opportunities. Leadership begins with the City's elected officials, the approval of the Consolidated Plan and the yearly approval of the Action Plan.

The City of Morristown is an entitlement jurisdiction, receiving an annual allocation of CDBG funds from the U.S. Department of HUD. A requirement of CDBG entitlement communities is the preparation and

implementation of a Consolidated Plan for Housing and Community Development and an Annual Action Plan update annually.

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's third five year Consolidated Plan was developed in 2014. This report represents our 4th year into the third plan.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5 year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public hearings to allow community members input prior to completion, approval, and submission of the Action Plan.

Each year Entitlement Communities, as designated by HUD, must submit the Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that local citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings must be attached to the Action plan prior to submittal to HUD. Also each year, 90 days after the end of the fiscal/program year, entitlements must submit the Consolidated Annual Performance Evaluation and Review (CAPER) report to HUD after the public has had opportunity to review and comment.

The Public Meetings to solicit public input for this CAPER were held on September 14, 2018 at 12pm and 5pm, with a final hearing during the City Council meeting on September 19, 2018. A draft of the proposed CAPER was made available to the public on September 12, 2018. The final, approved CAPER will be sent to HUD by September 28, 2018.

All programs funded by the City of Morristown with CDBG entitlement funds are in accordance with HUD regulations. The City of Morristown's FY 2017 funding represents the 14th year of receiving entitlement grant funds. The amount of funding for FY 2017 was \$261,485.00 The 2017 Action Plan funded the following:

Homeowner rehab/Emergency Assistance	\$ 73,657.60
Rose Center	\$ 65,530.40
MATS	\$ 5,000.00
MHCS Homeless prevention program	\$ 10,000.00
TVCH CoC HUD HMIS Program	\$ 5,000.00
Façade Economic Development Program	\$ 50,000.00
Administration (20%)	<u>\$ 52,297.00</u>
TOTAL	\$ 261,485.00

The following amendment to the 2017 Plan was proposed and approved;

The City of Morristown requested an amendment to its 2017 CDBG Action Plan. The original 2017 Action Plan funded non-emergency minor maintenance and repair at the Rose Community Center in the amount of \$65,530.40. Only \$6,000.00 of those funds were necessary in order to repair some water damage to the ceiling in one room. The amendment reallocated the rest of those project funds (\$59,530.40) to the City's new Heritage Park. The Funds are necessary in order to fund the purchase and installation of an ADA compliant pre-fabricated concrete restroom facility as there are currently none on the property. The Rose Center project/upkeep will be considered again for funding in each year's grant cycle.

This amendment does not;
Result in the elimination of a category of activity in the Consolidated Plan,
Eliminate or add a targeted area of service,
Cause a change in any beneficiary or eligibility criteria,
Change the allocation of priorities as established in the Consolidated Plan.

However, this amendment does represent a transfer of funds exceeding 20% of the annual grant thereby making it a substantial one according to our Citizens Participation Plan. Since the amendment is a substantial change from the original plan, the City wished to allow for as much citizen participation as possible. A public notice announcing the proposed amendment was posted on Feb. 21, 2018 to solicit public comment. The availability of a draft of the revision plan for the 2017 funds was announced in the local paper. A Public hearing was held on Feb. 23, 2018 to further allow for comment. Interested parties were encouraged to review and comment on the planned revisions at the public hearing or within 30 days following the public meeting. The completed plan revisions, with public input and comment, were submitted to HUD for approval on March 28, 2018 and approved the following month.

Project Summaries

Project Title: **Homeowner Rehab** (homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.)

Project Description: This program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Priority Need/Local Objective: The need for rehabilitation of single family owner occupied homes and economic development were both identified as moderate level priorities in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$73,657.60

The City of Morristown continued to utilize the CDBG funds above as part of a multifaceted revitalization project. The program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Each unit rehabilitated will receive "green" energy conservation measures that exceed local and international codes. This may include, but not be limited to, replacing appliances and heating/air units with energy star rated machines. Windows, insulation, fixtures and lighting will also be upgraded as necessary to exceed energy conservation code.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be subject to the availability of CDBG funding budgeted for the Program. The level of Program assistance will be based on household income.

If the household income is classified as:

Low income, the Program grant will be 75 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,200 of the house service charge;

Very low income, the Program grant will be 100 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,600 of the house service charge;

The dwelling for which sanitary sewer assistance is provided must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown. The dwelling must not be on the market and homeowners must state their intent to reside in the home for at least one year after sanitary sewer is connected. Homeowner will

be responsible for all related expenses not specifically listed in these policies and procedures.

The Emergency Repair Program will assist qualified very-low income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants of up to \$5,000 to pay for approved repairs.

Only one emergency repair grant will be awarded for a dwelling during a five-year period. A home on which emergency repairs are made would remain eligible for the City's Housing Rehabilitation Program, but the cost of any emergency repairs would count against the \$25,000 rehabilitation program cap.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be considered for clearance. Areas that meet the HUD definition of "blighted" will receive priority.

This program will be administered through the Community Development/Planning department and new consultants Knoxville Community Action Center (KCAC) housing

The City of Morristown and KCAC will continue to follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City and KCAC will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the program will operate. The City and KCAC will insure that objectives are met, that each eligible citizen receives a quality job and that the community has benefited from the program.

<i>National CDBG Eligible Activity Category</i>	<i>CDBG National Objectives</i>	<i>HUD Matrix Code</i>	<i>CDBG Citation</i>
Homeowner single unit rehab/emergency repair	LMI	14a	570.202

Project ID	Type of Recipient	Start Date	Completion Date
90	Local Government	7-1-17	6-30-18

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
Rehab 6 units	6	90	5

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/Accessibility	Rehab 6 eligible units	Monitor through completion	6	5

Project Title: Façade Program

Project Description: Provide up to 5 exterior renovation grants to qualifying businesses.

Priority Need/Local Objective: The need for economic development assistance to businesses was identified as a moderate level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$50,000 Business owners \$50,000

The Façade Improvement Grant program seeks to encourage downtown and South Cumberland Street building owners and tenants to invest in their Target Area by financially assisting with appropriate exterior renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown and South Cumberland structures. Replacing damaged, boarded or bricked-up windows, main level storefront improvements, cornice repair and repainting or

removing paint from buildings that have been previously painted is a priority.

The Building Façade Improvement Grant is a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$5,000. Grants will be paid upon successful completion of the project and submission of proper documents.

Grant funds will be disbursed on a first come-first served basis as long as funds are available for the program.

Eligibility

To qualify for the Façade Improvement Grant, the building must be located within the 'Downtown Core', on Buffalo Trail, or South Cumberland St.. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront renovations, window repair/replacement, door repair/replacement, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees. The work to be performed must be necessitated by normal wear and tear over time. It cannot be so substantial as to constitute reconstruction.

Building improvements shall reflect the architectural integrity of the entire building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be part of the building improvements. Participants are expected follow the standards set forth in the Crossroads Development District *Renovation and Preservation Guidelines*.

Administration

The Façade Improvement Grant program will be coordinated by the City of Morristown's Community Development Corporation. Grant applications will be reviewed by a Grant Review Committee consisting of the City of Morristown's Development Director, CDBG Grant Coordinator, President of the Downtown Morristown Association and members of the Crossroads Development Partnership Design Committee.

Process

The grant process can be broken down into seven typical steps:

Step 1: Schedule a meeting with the Development Director and City of Morristown Chief Building Official or CDBG coordinator to discuss the proposed building renovations, grant availability and the application process.

Step 2: Develop a documented plan for the project. Improvements should follow the recommendations set forth in the Crossroads Development District's *Renovation and Preservation Guidelines*. At a minimum, the following information will be required to be submitted with the grant application:

- Color photo(s) of the existing building façade(s)
- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be included. Simple window replacement, repair work or painting would not require drawings.
- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

Step 3: Submit a complete grant application with the required attachments.

Step 4: The Grant Review Committee will review the application and make a recommendation. Applications will be reviewed and awarded within one month of submittal.

Step 5: If the applicant needs more time to start their project, he or she must provide a written statement with a reasonable explanation for the extension. Work should be completed as quickly as possible. Any changes necessitated while the project is under construction must be approved by the Grant Review Committee prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building or sign permits.

Step 6: The renovation is inspected by the Grant Review Committee to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 7: The applicant will submit a grant payment request letter accompanied by proof of expenses and proof of payment. Grant funds will be paid within 30 days of the approved grant payment request.

Appeals

If the grant application was disapproved by the Grant Review Committee, the applicant may resubmit the application after

addressing the application deficiencies or appeal the decision. If the applicant chooses to appeal the decision, a letter of appeal and supporting documentation must be sent to the Development Director stating the reason for the appeal. The letter of appeal and supporting documentation will then be forwarded to the Morristown City Council which will review the appeal and make final determination of the grant application. If the application is denied by the City Council, the applicant may resubmit after addressing the initial deficiencies.

National CDBG Eligible Activity Category Direct financial assistance for for-profits	CDBG National Objectives LMA	HUD Matrix Code 18a	CDBG Citation 570.203(b)
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Project ID 89	Type of Recipient Local Government	Start Date 7-1-17	Completion Date 6-30-18
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Performance Indicator # of improved facades	Proposed Annual Units 7	IDIS Activity # 89	Units Upon Completion 6
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Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Sustainability	Repair 7 businesses facades	Monitor through completion	7	6

Project Title: (HMIS) Homeless Management Information System

Project Description: This is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting confidentiality in a 12+ county area.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$5,000.00

The HMIS program is designed to aggregate data collected by all users in order to generate an unduplicated count of clients served within a community's system of homeless services. The Tennessee Valley Coalition's HMIS covers an eleven county regional area comprised of Hamblen, Cocke, Jefferson, Sevier, Blount, Monroe, Loudon, Grainger, Claiborne, Union, and Campbell Counties. The HMIS provides up to date information on client characteristics and service utilization. It allows member agencies to track services provided, to network and consult, and to better serve our homeless populations by reducing duplication of services and fraud.

The HMIS Homeless Facilities project National Objective is 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type is 'Public Services'. The specific clientele to be served by this program are at least 51% low/mod income persons.

The Performance Measure Objective_ for this program is 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it increases access or availability to shelter or service that improves the beneficiary's living environment.

The software program tracks the number of individuals served as well as the client and system level activities provided with measurable results. These Outcome performance indicators will be identified and tracked by the software and reported annually to HUD.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
94	Local Government	7-1-17	6-30-18

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of clients served	200	94	205

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	200	205

Project Title: Administration

Project Description: General program administration, project implementation/ monitoring, training, reporting, adherence to all HUD regulations.

Priority Need/Local Objective: Planning/Administration

Funding Sources: CDBG-\$52,297.00

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
		21A	570.206(a)

General Program Administration			
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Project ID	Type of Recipient	Start Date	Completion Date
95	Local Government	7-1-17	6-30-18

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
n/a	n/a	95	n/a

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
n/a	n/a	n/a	n/a	n/a	n/a

Project Title: Central Services Homeless Prevention Program

Project Description; Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$10,000.00 Central Services \$10,000.00

Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969, chartered under the name of Central Services. The agency's property acquisition in 2007 has expanded Central Services into one of the largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

Central Services receives a significant amount of community support and local funding that enables their programs to exist, but the current economic conditions hinder funding at a time when requests for services are increasing. Evictions, utility terminations and increasing housing deposits are making homelessness more of a reality than ever before.

Funding from the Community Development Block Grant will enable Central Services to strengthen the current services offered by the agency that prevent homelessness. Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance. Lack of utilities is becoming more of a reason for eviction especially in rental assistance and public housing arenas.

The Central Services Homeless Prevention Program National Objective will be 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type will be 'Public Services'. The specific clientele to be served by this program will be at least 51% low/mod income persons.

The Performance Measure Objective_ for this program will be 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it will increase access or availability to shelter or service that will improve the beneficiary's living environment.

<i>National CDBG Eligible Activity Category</i>	<i>CDBG National Objectives</i>	<i>HUD Matrix Code</i>	<i>CDBG Citation</i>
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
93	Local Government	7-1-17	6-30-18

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of clients served	1000	93	2958

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	1000	2958

Project Title: Heritage Park Improvements

Project Description: Construct ADA compliant restrooms at local parks

Priority Need/Local Objective: The need for better community recreation facilities was identified as a high level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- (\$59,530.40) – Amended from Rose Center

Building out Heritage Park – the former Morristown College site – according to a consultant’s proposal will take \$1 million per year over six or seven years. There isn’t enough money allocated to build

restrooms, so concerts and other public gatherings would have to be staged using portable toilets. The transfer of CDBG funds will remedy this issue. This project will allow the installation of prefabricated ADA compliant restrooms at the new Heritage Park.

Heritage Park will be open 365 days per year and continues to be improved and expanded. The park will be used extensively by the community for many special events and activities throughout the year and the need for restrooms is paramount. Currently, the park has no restroom facilities at all.

This projects' National Objective will be 'low/mod area benefit'. It will meet the needs of an area with at least 51% low/mod income population. The primary service area is the four census tracts that comprise the center of Morristown where the majority of our citizens live (Tracts 1001, 1003, and 1004).

The eligible activity category/accomplishment type for this project will be

'Public Parks/ Recreational Facilities'. It constitutes infrastructure and recreational facilities/parks improvements.

The Performance Measure Objective for the program will be 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it provides for restroom facilities that will be accessible to all park visitors.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Parks/Recreational Facilities	LMA	03F	570.201(c)

Project ID	Type of Recipient	Start Date	Completion Date
96	Local Government	6-1-17	

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of new bathrooms	1	96	0

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	Construct 1 ADA compliant parking lot	Monitor construction of parking lot	1	0

Project Title: Ministerial Association Temporary Shelter assistance

Project Description: Assistance for shelter operations

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$5000.00

MATS offers free shelter, free food, free clothes, a 32 session job readiness program, soft skill training, computer usage for online applications, resume building and budgeting classes to homeless men, women, children and whole families for 90-160 days without cost to the resident. MATS has offered shelter, food and clothes since 1987. MATS has served 11,653 people as of the end of February of 2017 with 180,554 shelter nights and 541,662 meals.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
92	Local Government	7-1-17	6-30-18

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of clients served	10000	92	371

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	300	371

Monitoring of the Community Development **program** includes, but is not limited to, the following:

Five year consolidated plan completion, annual action plan completion, citizen participation plan compliance, consolidated annual performance review, federal expenditure timeliness compliance, quarterly federal cash transaction reports, semi-annual labor department standards report, annual minority business enterprise reports, annual section 3 compliance reports, monthly fair housing compliance, federal Integrated Disbursement and Information System compliance, title VI compliance, CDBG certification, IT security, GAO reporting, online reporting at federalreporting .gov, and daily project review.

Monitoring of Community Development **projects** require, but is not limited to, the following:

Environmental Review, financial reporting, Davis-Bacon Wage rate compliance, federal and local regulatory compliance, equal opportunity/fair housing regulations compliance, HUD national objective compliance, HUD performance measurement framework,

contractor review/compliance, sub-grantee monitoring, eligibility requirement monitoring, LMI and federal regulations compliance, lead paint review, and energy star/green building review.

Annual Reports

(A Consolidated Plan for Community Development needs must be completed every 5 years)

Consolidated Annual Performance Evaluation Report (CAPER)

Annual Action Plan (AP)

AP Amendments

HOME grant application

ESG grant application

Federal Timeliness Report

Title VI

Semi Annual Reports

Section 3

HUD Davis-Bacon Labor Dept report 4710

Minority Business Enterprise report (MBE)

Quarterly Reports

Federal Cash Transaction report (FCT)

Neighborhood Stabilization Program report (NSP)

CDBG-R report (ARRA funds)

Emergency Shelter Grant reports (ESG)

Monthly and Project Reports

HUD Field Office report

Department Summary reports

Environmental Reports

Davis Bacon Payroll reviews

IDIS (Integrated Disbursement and Information System) Federal finance reports, project reports and performance measurement reports.

Fair Housing reports as needed

Project set-up and progress reports

