

FINANCE COMMITTEE

August 6, 2019

2:00 p.m.

WORK SESSION

August 6, 2019

4:00 p.m.

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING**

August 6, 2019

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Pastor John Paul Freitag, Senior Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. July 12, 2019

2. July 16, 2019

6. PROCLAMATIONS/PRESENTATIONS

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (CAFR) for Fiscal Year 2018.

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

Ordinance No. 3640

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and to rezone the property located southwest of the intersection of West Morris Boulevard and Dice Street, currently assigned Hamblen County Tax ID #'s 041D D 002.00 and # 041D D 003.00; with both properties represented on the Rheatown #2 and Brickyard Addition subdivision plats containing approximately 7 +/- acres of land from LI to R-2.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Change Order No.3 with Burke-Ailey Construction for Petoskey Plastics – Site Improvements Phase III increasing the contract in the amount of \$38,460.00 to bring the total contract amount to \$560,343.00.
2. Approval of Purchase Order No. 2000182.01 with the Tennessee Municipal League (TML) for the 2019-2020 Annual Membership Dues in the amount of \$10,000.
3. Approval of Morristown Regional Airport Fiscal Year 2020 Maintenance Grant Contract between the City of Morristown and The State of Tennessee Department of Transportation in the amount of \$15,000.
4. Approval of Contract with Michael Baker International, Inc. for Security Gate Access Card Reader System in the amount of \$15,015 for Morristown Regional Airport.
5. Approval of Contract with Michael Baker International, Inc. to provide General Consulting Services specific to the Morristown Regional Airport (MOR) for a total not to exceed \$10,000.
6. Approval of Change Order No.1 with Bewley Excavation for the Injection Well Repair at Lott 22 in the Morristown Airport Industrial District (MAID) increasing the contract in the amount of \$28,647 to bring the total contract amount to \$188,062.
7. Approval of Purchase Order No. 20000360-00 with Wavetronix, LLC in the amount of \$148,650.77 for the purchase of detection devices for traffic signals.
8. Approval of best and lowest bid from Summit Uniforms for all uniform items for Police Department, accept bid from BK Graphics for Fire Department uniform tee-shirts and bid for all other Fire Department uniform items from Summit Uniforms.
9. Approval to accept proposal for design and bidding services for various Stormwater Drainage Projects for the City of Morristown with LDA Engineering for a total amount not to exceed \$75,000.
10. Approval to accept proposal for design and bidding services for the West Main Street Drainage Project with LDA Engineering for a total not to exceed \$64,000.

11. Approval to declare certain vehicles as surplus property.
12. Approval of Purchase Order 2000198-01 to Stowers Machinery Corporation for the Preventative Maintenance of Generators - Annual Renewal for Fiscal Year 2020 in the amount of \$10,978.03.
13. Approval of Heritage Park Opening Event contracts.
14. Authorization to apply for 2019 Justice Assistance Grant in the amount of \$13,558; requires no matching funds.
15. Approval of Change Order for Additional Environmental Services for the Old Morristown Landfill with S&ME at \$4,500 per event for a total of \$18,000.

9-d. Board/Commission Appointments

9-e. New Issues

10. EXECUTIVE SESSION

11. CITY ADMINISTRATOR'S REPORT

12. COMMUNICATIONS/PETITIONS

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

13. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

14. ADJOURN

City Council Meeting/Holiday Schedule:

August 6, 2019	Tuesday	2:00 p.m.	Finance Committee Meeting
August 6, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 6, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 20, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 20, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 2, 2019	Monday		City Employee's Holiday Labor Day
September 3, 2019	Tuesday	2:00 p.m.	Finance Committee Meeting
September 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 17, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting
September 17, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
September 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 1, 2019	Tuesday	2:00 p.m.	Finance Committee Meeting
October 1, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 1, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
October 15, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 15, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session

**WORK SESSION AGENDA
August 6, 2019**

1. TCAT
2. Text Amendment - Accessory Structures

[Return to Agenda](#)

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JULY 12, 2019**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in a special called session at the regular meeting place of the Council in the Morristown City Center at 9:00 a.m., Friday, July 12, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith, Absent: Al A'Hearn

Councilmember Senter made a motion to approve Ordinance No. 3639 on first reading and schedule a public hearing relative to final passage of said ordinance for July 16, 2019. Councilmember Smith seconded the motion and upon roll call; Councilmember Tommy Pedigo, Kay Senter, Ken Smith, and Mayor Chesney voted "aye", Councilmember Chris Bivens voted no, Councilmember Bob Garrett abstained.

Ordinance No. 3639

**An Ordinance of the City Council of Morristown, Tennessee
Setting the Tax Rate at \$1.50 for the Fiscal Year 2019-2020.**

Mayor Gary Chesney adjourned the July 12, 2019 Morristown City Council meeting at 9:04 a.m.

Mayor

Attest:

City Administrator

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JULY 16, 2019**

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, July 16, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith, absent; Chris Bivens.

Dr. Chris Dotson, Morristown Police Department led in the invocation and Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the July 2, 2019 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney announced that Ordinance 3632 and Resolution 8-19 was pulled from the agenda by request.

A Public Hearing was held relating to Ordinance No. 3635; No one spoke

Councilmember Smith made a motion to approve Ordinance No. 3635 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance 3635

**An Ordinance of the City Council of Morristown, Tennessee
Amending Title 3, Chapter 2, (Section 3-204 Substitute Municipal
Judge of the Morristown Municipal Code).**

A Public Hearing was held relating to Ordinance No. 3636; No one spoke

Councilmember Senter made a motion to approve Ordinance No. 3636 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye"

Ordinance No. 3636

**An Ordinance of the City Council of Morristown, Tennessee
Amending Title 8, Chapter 1, Liquor Stores (Section 107
(1)Hours of Sales, (2)Sales on Holidays, (9)Public Display
and Public Drinking Prohibited) and (Section 112
Certificate of Compliance) of the Morristown Municipal
Code.**

A Public Hearing was held relating to Ordinance No. 3637; No one spoke

Councilmember Pedigo made a motion to approve Ordinance No. 3637 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye"

Ordinance No. 3637

An Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 4, Wine in Grocery Stores of the Morristown Municipal Code (Section 408 (1)Hours of Sales, (2)Sales on Holidays, (9)Public Display, and Public Drinking Prohibited).

A Public Hearing was held relating to Ordinance No. 3638; No one spoke

Councilmember Pedigo made a motion to approve Ordinance No. 3638 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye"

Ordinance No. 3638

An Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 2, of the Morristown Municipal Code (Section 201 Definitions Craft Beer Enterprises) and (Section 209 On and Off Premise Permit Microbreweries).

A Public Hearing was held relating to Ordinance No. 3639; The following spoke: Linda Noe

Councilmember Pedigo made a motion to approve Ordinance No. 3639 on second and final reading. Councilmember Smith seconded the motion and upon roll call; Councilmember A'Hearn, Pedigo, Senter, Smith and Chesney voted "aye", Councilmember Garrett voted "no".

Ordinance No. 3639

An Ordinance of the City Council of Morristown, Tennessee setting the Tax Rate at \$1.50 for the Fiscal Year 2019-2020

Councilmember Senter made a motion to approve Resolution 1-1920. Councilmember A'Hearn seconded the motion and upon rollcall; all voted "aye"

Resolution 1-1920

A resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners "Safety Partners" matching grant program.

Councilmember Smith made a motion to approve Ordinance 3640 on first reading and schedule a Public Hearing for August 6, 2019. Councilmember A'Hearn seconded the motion and upon rollcall; all voted "aye".

Ordinance 3640

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and to rezone the property located southwest of the intersection of West Morris Boulevard and Dice Street, currently assigned Hamblen County Tax ID #'s 041D D 002.00 and # 041D D 003.00; with both properties represented on the Rheatown #2 and Brickyard Addition subdivision plats containing approximately 7 +/- acres of land from LI to R-2.

Councilmember Senter made a motion to accept the best and lowest bid for Desktop Computer submitted by The Horus Group, LLC. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to accept the best and lowest bid for Laptop Computers submitted by The Horus Group, LLC. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Professional Service Agreement with LDA Engineering to provide General Services for Stormwater issues as needed for a cost not to exceed \$40,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Professional Service Agreement with LDA Engineering to provide CEI Services for the Injection Well Repair at Lot 22 in the Morristown Airport Industrial District for a cost not to exceed \$30,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Change Order No. 2 with Burke-Ailey Construction for Petoskey Plastics – Site Improvements Phase III - FastTrack Infrastructure Development Program Grant Project to increase the contract amount by \$8,741. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 with King General Contractors, Inc. related to the South Cumberland Stormwater Project to increase contract in the amount of \$23,000 for South Cumberland Drainage Improvements. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney nominated Rod Issacs for reappointment to the Morristown Utilities Commission for a five-year term to expire on July 31, 2024. Upon roll call; all voted "aye".

July 16, 2019

Councilmember A'Hearn made a motion to approve the sale of property to Advanced Tool & Machine in the East Tennessee Progress Center, consisting of approximately 4 acres of Lot 6, at the purchase price of \$8,000 per acre. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the July 16, 2019 Morristown City Council meeting at 5:27 p.m.

Mayor

Attest:

City Administrator



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Morristown
Tennessee**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morrell

Executive Director/CEO

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council; Tony Cox
FROM: Lori Matthews, Senior Planner
DATE: July 16th 2019
SUBJECT: Rezoning of City Property

BACKGROUND:

The Tennessee College of Applied Technology (TCAT) is in the process of expanding their campus north to include seven additional acres of City owned property. As the property is zoned Light Industrial, the City has initiated a request to rezone the property from LI to R-2 (Medium Density Residential) which is the same zoning district assigned to the existing campus site.

Located between Pauline and Rosedale Avenue, TCAT will merge with the property that is currently home to the City's Public Works facility and (former) Morristown-Hamblen County Animal Shelter. The animal shelter has already relocated to 5251 East Morris Boulevard which is east of the Orbit Electronics site (former Shelby Williams manufacturer). Public Works will be moving to Durham Landing between Howell Road and Merchants Boulevard. That portion of Rosedale Avenue located between the existing Public Works site and TCAT campus was vacated in September of 2018 to accommodate the expansion.

As shown by the graphic attached, many properties fronting Morris Boulevard were zoned industrial (LI) to accommodate what was historically used for manufacturing and industrial sites. Many of these same properties are now commercially utilized. Rosedale Avenue can be seen as the dividing line, south of which is residentially zoned and used. Morristown Housing Authority, Highland Terrace, South Hills Addition and West High School are all neighbors of the existing TCAT campus which is itself zoned residentially.

Current Light Industrial (LI) regulations allow educational facilities, but only through the use on review process which goes to the Board of Zoning Appeals for approval. As the existing campus is zoned R-2, and both existing and future campus' are expected to become one, Staff thought it best to rezone the 'future' campus property the same as their current property, as the City's R-2 designated areas allow education facilities as a use by right.

RECOMMENDATION:

The Planning Commission voted unanimously to forward this request on to City Council for approval.

ORDINANCE NO.3640, ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from LI (Light Industrial) to R2 (Medium Density Residential);

That property located southwest of the intersection of West Morris Boulevard and Dice Street, currently assigned Hamblen County Tax ID #'s 041D D 002.00 and # 041D D 003.00; with both properties represented on the Rheatown #2 and Brickyard Addition subdivision plats and highlighted in blue on the attached graphic, containing approximately 7 +/- acres of land;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential (R-2) uses exclusively.

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

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

Passed on first reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator



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Change Order

PROJECT: <i>(Name and address)</i> Petoskey Plastics - Site Improvements - Phase III 5725 Commerce Blvd. Morristown, TN 37814	CONTRACT INFORMATION: Contract For: General Construction Date: April 16, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: July 15, 2019
OWNER: <i>(Name and address)</i> City of Morristown Office of Finance 100 W. First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> George Armour Ewart, Architect 404 Bearden Park Circle Knoxville, TN 37919	CONTRACTOR: <i>(Name and address)</i> Burke-Ailey Construction Co., Inc. P.O. Box 1644 Morristown, TN 37814

THE CONTRACT IS CHANGED AS FOLLOWS:

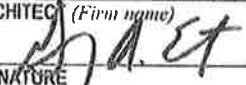
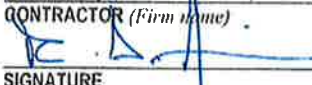
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add \$904.00 - Trench Rock Excavation.
 Add \$2,720.00 - Additional Crusher Run Placement at Eastside of Railroad.
 Add \$870.00 - Additional Concrete for Pipe Under Rail.
 Add \$1,706.00 - (2) Additional Curb Filters at Rail Spur.
 Add \$1,460.00 - Encountered existing underground drain pipe during project excavation.
 Add \$30,800.00 - Asphalt Increase per Addendum No. 2.

The original Contract Sum was	\$ 665,582.00
The net change by previously authorized Change Orders	\$ -143,699.00
The Contract Sum prior to this Change Order was	\$ 521,883.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 38,460.00
The new Contract Sum including this Change Order will be	\$ 560,343.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

George Armour Ewart, Architect ARCHITECT <i>(Firm name)</i>  SIGNATURE George A. Ewart, AIA, Owner/Architect PRINTED NAME AND TITLE 7/15/19 DATE	Burke-Ailey Construction Co., Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Ron Ailey, Vice President PRINTED NAME AND TITLE 7-16-19 DATE	City of Morristown OWNER <i>(Firm name)</i> SIGNATURE Joccy Barnard, Finance Director PRINTED NAME AND TITLE DATE
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Morristown City Council Agenda Item Memo

Date: July 31, 2019

Agenda Item: Purchase Order to Tennessee Municipal League

Prepared by: Joey Barnard

Subject: Tennessee Municipal League Membership Dues

The City of Morristown is seeking approval to pay the annual membership dues for the Tennessee Municipal League for fiscal year 19-20 in the amount of \$10,000.00. The prior year amount was \$8,144.00.

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 2020

Page 1

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

Purchase Order # **20000182-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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TENNESSEE MUNICIPAL LEAGUE
226 CAPITOL BLVD
SUITE 710
NASHVILLE, TN 37219

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

Vendor Phone Number		Vendor Fax Number		Requisition Number 20000242		Delivery Reference/Contact ASHLEY AHL	
Date Ordered 07/12/19		Vendor Number 003546		Date Required		Interoffice Delivery	
						Department/Location 41610	
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price			
001	TENNESSEE MUNICIPAL LEAGUE MEMBERSHIP DUES JULY 1, 2019 - JUNE 30, 2020 The Above Line Item Is For Department: 41100-375	1.00 EACH	10000.00000	10,000.00			
			41100				
			10,000.00				
			PO Total	10,000.00			

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

[Return to Agency](#)



Tennessee Municipal League

226 Anne Dallas Dudley Boulevard, Suite 710

Nashville, TN 37219

(615) 255-6416 Fax: (615) 255-4752 www.TML1.org



2019-2020 Annual Membership Dues

Remit to:

Tennessee Municipal League, 226 Anne Dallas Dudley Blvd, Suite 710, Nashville, TN 37219

Invoice #1327719

Invoice Date: 7/22/2019

Amount Due \$10,000.00

Due Date: September 30, 2019

City of Morristown

PO Box 1499

Morristown, TN 37816

I.D. # 1327

Population 29137

TTC Sub 21

TML District 2

The payment of your city's dues provides membership in the Tennessee Municipal League for the 2019-2020 fiscal year. The payment of your annual membership dues covers the price (\$6.00 each) of the number of subscriptions showing on your original invoice. Your dues are based on the city population as recorded with the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, and certified by the 2010 Census and updated by the DECD annually. The population of your city also shows on the original invoice.


Schedule of TML Annual Dues

Under 250 population	250.00	5,001 - 10,000	\$ 3,000.00
251 - 500	350.00	10,001 - 14,000	4,000.00
501 - 800	500.00	14,001 - 25,001	7,000.00
801 - 1,000	600.00	25,001 - 50,000	10,000.00
1,001 - 1,500	750.00	50,001 - 75,000	17,000.00
1,501 - 2,000	850.00	75,001 - 100,000	22,500.00
2,001 - 3,000	1,000.00	100,001 - 160,000	30,000.00
3,001 - 4,000	1,250.00	160,001 - 235,000	40,000.00
4,001 - 5,000	1,750.00	235,001 - 440,000	50,000.00

440,001 and greater\$65,000.00

Questions? contact Debbie Kluth, (615) 425-3908 or dkluth@TML1.org

Membership in TML provides eligibility for membership in the National League of Cities (NLC)

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 8/1/2019		End Date 6/30/2020		Agency Tracking # 40100-00420	
Edison ID 61679					
Grantee Legal Entity Name City of Morristown				Edison Vendor ID 4108	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #N/A Grantee's fiscal year end – June 30			
Service Caption (one line only) FY2020 Airport Maintenance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020	\$15,000.00				\$15,000.00
TOTAL:	\$15,000.00				\$15,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; width: 60%;"> For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval. </div> <input type="checkbox"/> Non-competitive Selection <div style="float: right; width: 60%;"> Describe the reasons for a non-competitive grantee selection process. </div>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly-owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-23, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in **Attachment ONE**. The Grantee shall provide a five percent (5%) participation of actual costs.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **August 1, 2019** ("Effective Date") and extend for a period of **Eleven (11) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and No Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment **TWO** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://tndot.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation-Aeronautics Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up

to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

Richard Vaughn,
Transportation Program Monitor 1
TN Dept. of Transportation-Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217
Telephone: 615-741-3208
Email: Richard.E.Vaughn@tn.gov

The Grantee:

Gary Chesney, Mayor
City of Morristown
PO Box 1499

Morristown, TN 37816-1499
gchesney@mymorristown.com
 Telephone # 423-585-4603

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present

grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of

nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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, without regard to its conflict or choice of law rules. 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 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.7. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

TAD #32-0766-20

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

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

DATE

ATTACHMENT ONE

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance *only*)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET				
City of Morristown: FY2020 Airport Maintenance				AERM-20-143-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 8/1/2019		END: 6/30/2020		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$750.00	\$15,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$750.00	\$15,750.00

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

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

ATTACHMENT TWO

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
2020 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project #32-555-0766-20

Project Breakdown: \$15,000.00 95% State
TX# \$ 750.00 5% Local Participation

Total Project: \$15,750.00
Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

ATTACHMENT THREE

PAGE ONE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

APPLICATION FOR CONSTRUCTION OF A BRIDGE GRANT PROJECT

COUNTY City of Morristown – Hamblen County BRIDGE LOCATION NO. 32-0A314-0.154

STREAM NAME Spring Creek BRIDGE NO. 320A3140001

LOCAL ROAD NAME Brights Pike S.A. RTE. NO 0A314 PRIORITY NO. 2

ESTIMATED CONSTRUCTION COST (BRIDGE AND APPROACHES) \$200,000

HISTORICAL SIGN. SUFF. RATING 28.9 SELECTION LIST DATE

Under provisions of the 1990 Bridge Grant Program and the “IMPROVE Act / High Priority Bridge Replacement Program”, application is hereby made for the replacement/rehabilitation of the above-described bridge.

In consideration of the State funds available for the construction of this bridge, the Local Government agrees to: (1) Provide for the preliminary and construction engineering, (2) Provide any necessary Right-of-Way and Easements, and (3) Provide for any necessary Utility adjustments. NOTE: Items 1 and 2 may be itemized cost.

FOR DEPARTMENT OF TRANSPORTATION:

FOR LOCAL AGENCY:

REGIONAL STATE AID

DATE

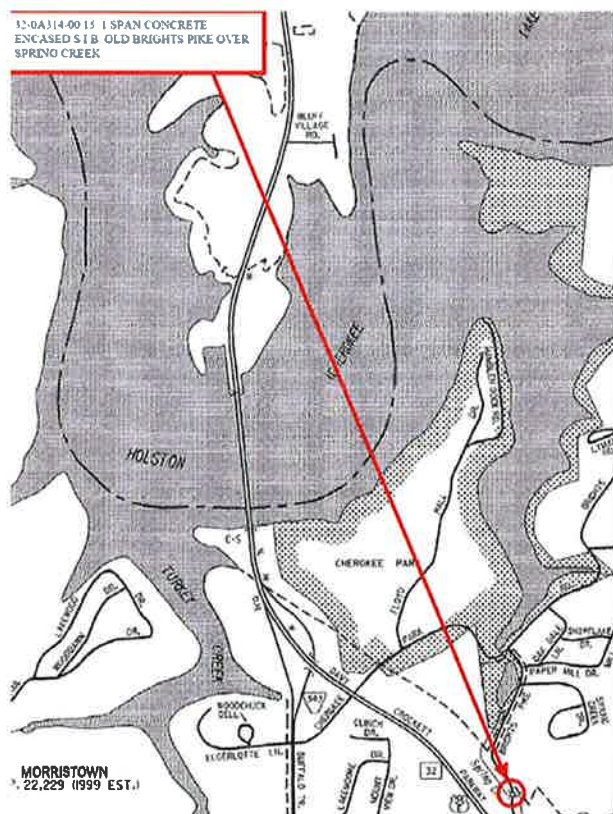
REGIONAL DIRECTOR

DATE

MANAGER, STATE AID SECTION

DATE

LOCATION MAP





Morristown City Council Agenda Item Summary

Date: July 26, 2019

Agenda Item: Morristown Regional Airport - Approval of Security Gate Access Card Reader System

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Morristown Regional Airport – Security Gate Access Card Reader System

Background/History: The existing gate entry at the Morristown Regional Airport currently uses a numerical keypad entry system with minimal security. The card reader system is antiquated, creating easy access for non-authorized personnel.

Findings/Current Activity: A card style access system alleviates security concerns while being able to control who accesses the airport in a more efficient manner. It is agreed to undertake the work in accordance with the provisions of the current Airport Consulting Services Agreement dated December 31, 2017.

Financial Impact: Funding for this project is from a previously approved state grant that requires a five percent local match. The total amount of the grant is \$95,000. Funds have been appropriated in the 19-20 budget.

Action options/Recommendations: It is the recommendation of the Morristown Airport Commission to allow Tony Cox, City Administrator, to enter into Exhibit “A” with Michael Baker International for the Security Gate Access Card Reader System in accordance with the Airport Consulting Services Agreement mentioned above.

Attachments: Exhibit “A”.

EXHIBIT "A"

SECURITY GATE ACCESS CARD READER SYSTEM

Date: 22 JUL 19

TAD No. 32-555-0765-19
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services SECURITY GATE ACCESS CARD READER SYSTEM:

The existing gate entry card reader system at four main gates accessing airport property is antiquated, currently utilizing only a numerical keypad entry system keyed to the airport's UNICOM frequency. As such, it is easy for non-authorized personnel to access the airfield and changing the number is difficult to manage among airport users. A card style access system alleviates these security issues while being able to control who accesses the airport in a more efficient manner.

OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested design and construction documents be prepared for the installation of a new system. Services to be provided include:

1. DESIGN SERVICES

Design documents will be prepared for the installation of a new system. These documents will provide a review of the existing system for any deficiencies that require correction and the purchase and installation of new gate entry card readers. A construction safety plan will be prepared for the contractor's use during the installation. A Project Manual will be prepared for this work.

2. BID AND AWARD

MBI personnel will assist in the advertisement of the project, attend the pre-bid meeting, respond to Bidder questions during the bid period and open received bids in a public meeting. The bids will be reviewed for completeness and competency. A recommendation of project award will be prepared for the successful Contractor.

3. CONSTRUCTION ADMINISTRATION, RPR & CLOSE-OUT

MBI personnel will provide construction administration services including the review and processing of contractor pay requests. Site representation will be present during the construction to observe the construction process and be available to answer questions. Final close-out documents will be prepared for the completion of the grant with Tennessee Aeronautics Division.

Any additional services that may be needed that are outside the scope of services described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time</u>
• Design Kickoff	July 31, 2019
• Bid and Award	September 2019
• Begin Construction	October 2019
• Construction Completion	November 2019
• Project Completion/Grant Closeout	December 2019

*Compensation:

• Design Services – (Lump Sum)	\$ 5,311.00
• Bid and Award Services – (Lump Sum)	\$ 5,422.00
• CA, RPR & Close-out – (Lump Sum)	\$ 4,257.00

TOTAL NOT TO EXCEED \$ 15,015.00

*See Attachments B-1 and B-2 for itemized costs

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Name Printed

Name Printed

Signature

Signature

Title

Title

Date

Date

ATTACHMENT B-1

**ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SECURITY GATE ACCESS CARD READER SYSTEM**

20-Jul-19

<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
1. DESIGN DEVELOPMENT			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$0.00</u>

<u>Expenses</u>			
Travel to/ from Airport (2 Trips at 110 miles/trip):			\$0.00
Printing, Copying, Postage & Shipping			\$0.00
			<u>\$0.00</u>

Sub-Total Design Development Phase	\$0.00
---	---------------

<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
2. DESIGN, PLANS AND SPECIFICATIONS			
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	4	\$135.00	\$540.00
Engineer	16	\$114.00	\$1,824.00
Designer	24	\$90.00	\$2,160.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$5,196.00</u>

<u>Expenses</u>			
Travel to/ from Airport (2 plan-in-hand meetings-35%,95%):			\$15.00
Printing, Copying, Postage & Shipping			\$100.00
			<u>\$115.00</u>

Sub-Total Design, Plans and Specs Phase	\$5,311.00
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ATTACHMENT B-1

**ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
SECURITY GATE ACCESS CARD READER SYSTEM**

20-Jul-19

<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
3. CONSTRUCTION BID AND GRANT AWARD PHASE			
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	8	\$135.00	\$1,080.00
Engineer	20	\$114.00	\$2,280.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	16	\$65.00	\$1,040.00
			<u>\$5,072.00</u>

<u>Expenses</u>			
Travel to/ from Airport (pre-bid meeting/bid –opening):			\$125.00
Printing, Copying, Postage & Shipping			\$250.00
			<u>\$375.00</u>

Sub-Total Bidding and Grant Award Phase	\$5,447.00
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<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT			
<u>Labor</u>			
Project Manager	2	\$168.00	\$336.00
Senior Engineer	4	\$135.00	\$540.00
Engineer	24	\$114.00	\$2,736.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary	8	\$65.00	\$520.00
			<u>\$4,132.00</u>

<u>Expenses</u>			
Travel to/from Airport (final walkthrough inspection)			\$125.00
			<u>\$125.00</u>

Sub-Total Construction Admin & Closeout	\$4,257.00
--	-------------------

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION	\$15,015.00
---	--------------------

ATTACHMENT B-2
ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SECURITY GATE ACCESS CARD READER SYSTEM

20-Jul-19

Total

1.SURVEY FOR DESIGN

Subcontracted Services

Ground Surveys - Lump Sum \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Survey for Design **\$0.00**

2.GEOTECHNICAL TESTING FOR DESIGN

Subcontracted Services- Allowance

Geotechnical Investigation - Lump Sum \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Geotechnical for Design **\$0.00**

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

3. PART TIME INSPECTION

<u>Labor</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
Inspector	80	\$90.00	\$0.00

Expenses

Lodging	\$0.00
Vehicle Mileage (Assume 10 trips @ 110 miles/trip)	\$0.00
Meals – per diem (Assume 10 days @ \$15/Day)	\$0.00
Miscellaneous Expenses (Cell phone, Shipping, Copies)	\$0.00
	\$0.00

Sub-Total Part-Time Inspection **\$0.00**

ATTACHMENT B-2

**ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SECURITY GATE ACCESS CARD READER SYSTEM**

20-Jul-19

4. QUALITY ASSURANCE TESTING DURING CONSTRUCTION

Subcontracted Services - Allowance

QA Testing - Subgrade/Stone/Asphalt \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Quality Assurance Testing **\$0.00**

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION **\$0.00**

FEE SUMMAARY

BASIC SERVICES - LUMP SUM \$15,015.00
SPECIAL SERVICES - NOT TO EXCEED \$0.00

GRAND TOTAL **\$15,015.00**

Work Authorization

Date: July 26, 2019

General Services
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement between the City of Morristown (OWNER) and Michael Baker International, Inc. (ENGINEER) dated December 31, 2017.

Scope of Services:

Provide General Consulting services not part of a specific and separate Work Authorization. Services shall be limited to work items specific to Morristown Regional Airport (MOR). Work items include, but are not limited to:

- Preliminary/Schematic design and evaluation
- Airport Capital Improvements Program assistance
- Coordination with state funding agencies
- Attend airport related meetings as directed by OWNER
- Miscellaneous airport consulting needs requiring professional services as directed by OWNER.

ENGINEER shall not commence any work under this Work Authorization unless explicitly directed by an authorized OWNER representative in writing. ENGINEER billing under this Work Authorization shall provide work item descriptions with each invoice.

Time of Performance:

As agreed upon when necessary.

Compensation:

Hourly rates and overhead expenses shall be as listed within Attachment 'B' of the Professional Services Agreement.

- Basic Services – Hourly

TOTAL NOT TO EXCEED

\$10,000.00

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL

Anthony Cox
Title: City Administrator

Thomas Montgomery, P.E.
Title: Vice President

Date: _____

Date: _____

CHANGE ORDER

No. 1

DATE OF ISSUANCE	<u>July 30, 2019</u>	EFFECTIVE DATE	<u>August 6, 2019</u>
OWNER	<u>City of Morristown</u>		
CONTRACTOR	<u>Bewley Excavation</u>		
Contract:	<u>City of Morristown - Injection Well Repair - Lot 22 MAID</u>		
Project:	<u>Injection Well Repair - Lot 22 MAID</u>		
OWNER's Contract No.		ENGINEER's Contract No.	<u>MRC722</u>
ENGINEER	<u>LDA Engineering</u>		

You are directed to make the following changes in the Contract Documents.

- Description:
- (1) Add new line item for repair of new sinkhole on same property.
 - (2) Change size of riser pipe for one of the injection well drains, from 36" to 48".

- Reason for Change Order:
- (1) New sinkhole developed on property adjacent to the Injection Well.
 - (2) Larger structure needed to adequately cover the opening of the cavity in the sinkhole.

Attachments: (List documents supporting change) (1) Engineer's Report from FSE, dated 7-22-19 and Estimate of Probable Cost for repair.
(2) Engineer's Report from FSE, dated 7-30-19 and Letter from Bewley Excavation.

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$	<u>159,415.00</u>
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$	<u>0.00</u>
Contract Price prior to this Change Order	
\$	<u>159,415.00</u>
Net Increase (decrease) of this Change Order	
\$	<u>28,647.00</u>
Contract Price with all approved Change Orders	
\$	<u>188,062.00</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	<u>90</u>
Ready for final payment:	<u>120</u>
	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	
Substantial Completion:	<u>0</u>
Ready for final payment:	<u>0</u>
	(days)
Contract Times prior to this Change Order	
Substantial Completion:	<u>105</u>
Ready for final payment:	<u>120</u>
	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion:	<u>15</u>
Ready for final payment:	<u>15</u>
	(days)
Contract Times with all approved Change Orders	
Substantial Completion:	<u>105</u>
Ready for final payment:	<u>135</u>
	(days or dates)

RECOMMENDED:
BY: 
ENGINEER (Authorized Signature)

APPROVED:
BY: _____
OWNER (Authorized Signature)

ACCEPTED:
BY: _____
CONTRACTOR (Authorized Signature)

DATE: 7-30-19

DATE: _____

DATE: _____

MRC816

00640 - 1

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.

[Return to Agenda](#)

ENGINEERS REPORT



Foundation Systems
Engineering, P.C.
Geotechnical Engineering and Consulting

PROJECT NAME:	MAID Lot 22	FSE PROJECT NO:	318160B
	Commerce Blvd	SITE VISIT DATE:	07/10/2019
LOCATION:	Morristown, Tennessee	REPORT DATE:	07/22/2019
CLIENT:	LDA Engineering	MET WITH:	Mr. Steve Drummer, P.E.
OWNER:	City of Morristown		Mr. Michael Poteet
CONTRACTOR:	JA Bewley		Mr. Jim Bewley
			Mr. Conrad Majors

OBJECTIVE:

As per your request, we visited the above-referenced site on the morning of July 10, 2019. The purpose of our visit was to observe a sinkhole dropout that has occurred on the Morristown Airport Industrial Development (MAID) Lot 22 property. The following is a summary of our observations, and recommendations for stabilization. Photographs illustrating our observations are enclosed.

OBSERVATIONS:

At the time of our visit, we observed a sinkhole dropout that had developed on Lot 22 of the Morristown Airport Industrial Development (MAID) property. The dropout occurred approximately 100 feet south of a Class V injection well that is currently being modified.

The dropout was approximately 3 to 4 feet in diameter at the ground surface but widened to approximately 12 feet in diameter below the ground surface. The collapse material had fallen in to a level approximately 7 feet below the ground surface.

RECOMMENDATIONS:

Based on our observations made during our site visit, we offer the following recommendations for sinkhole stabilization. A schematic illustrating the following recommendations is attached to this report.

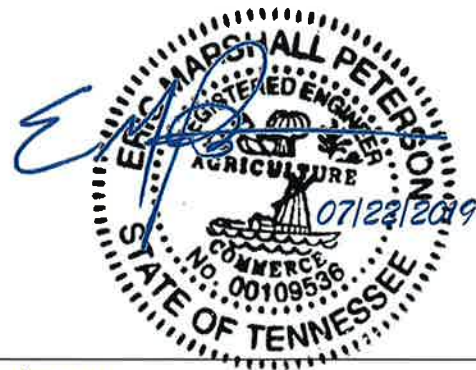
- We recommend that the sinkhole collapse area be excavated to a depth of 12 feet below proposed finished subgrade elevation. We suggest that a trackhoe be used to make the excavation. The excavated area should extend a minimum of 5 feet beyond the perimeter of the collapse area on all sides. The excavation sidewalls should be sloped no steeper than 1 horizontal to 1 vertical.
- Workmen should not enter the excavation. The contractor should follow all applicable OSHA/TOSHA rules/regulation regarding excavation/trench safety.
- The bottom and sides of the excavated area should be lined with 2 layers of geogrid, such as Tensar BX1200, or engineer approved equal. The second layer should be placed perpendicular to the first. The geogrid should use a minimum lap width of three feet between successive roll widths. Adjoining sheets of geogrid should be fastened together using hog rings or zip ties. The geogrid should be hand tensioned to remove wrinkles and grabs. Landscape staples or other method should be used to

ENGINEERS REPORT

maintain tensioning until the first lift of fill is placed over the geogrid. The sections of geogrid should be of sufficient length such that it can be lapped over the top of the stone mass.

- Once the geogrid is in place, a non-woven geotextile stabilization fabric such as Propex Geotex 801, or engineer approved equal, should be used to line the excavation. Two layers of geotextile should be used. The second layer should be placed perpendicular to the first. The geotextile should use a minimum lap width of three feet between all seams/joints of the material. The sections of geotextile should be of sufficient length such that it can be lapped over the top of the stone mass.
- Once the geotextile is in-place, the excavation should be backfilled to the level of 4 feet below proposed finished subgrade elevation with ASTM C 33 size No. 57 crushed limestone gravel. The No. 57 stone should be compacted using the bucket of the trackhoe used to make the excavation.
- Once the No. 57 stone reaches the level of 4 feet below finished subgrade elevation the stone should be covered by the geogrid and geotextile. The ends of the geogrid and geotextile used to cover the bottom and sides of the excavation should be lapped over the top of the stone mass.
- Once the No. 57 stone is covered by the geogrid and geotextile, we recommend that the area be backfilled and compacted to finished subgrade elevation with soil fill. The soil fill should be compacted to a minimum of 98% Standard Proctor density.
- Soil fill should consist of lean, silty clay, free of organics, and rock fragments larger than 4 inches in greatest dimension. The soil fill should have a plasticity index of less than 30, a minimum Standard Proctor maximum dry density of 92 PCF, and Optimum moisture content no greater than one percent above the soil plastic limit.
- The attached sketch graphically depicts the above outlined recommendations for sinkhole stabilization.
- All work should be performed under the direction of a geotechnical engineer.

In our professional opinion, implementation of the above outlined recommendations will stabilize the area where the sinkhole developed and reduce the risk of future sinkhole collapse in that area. Additional dropouts could develop in adjacent areas.



DISTRIBUTION:

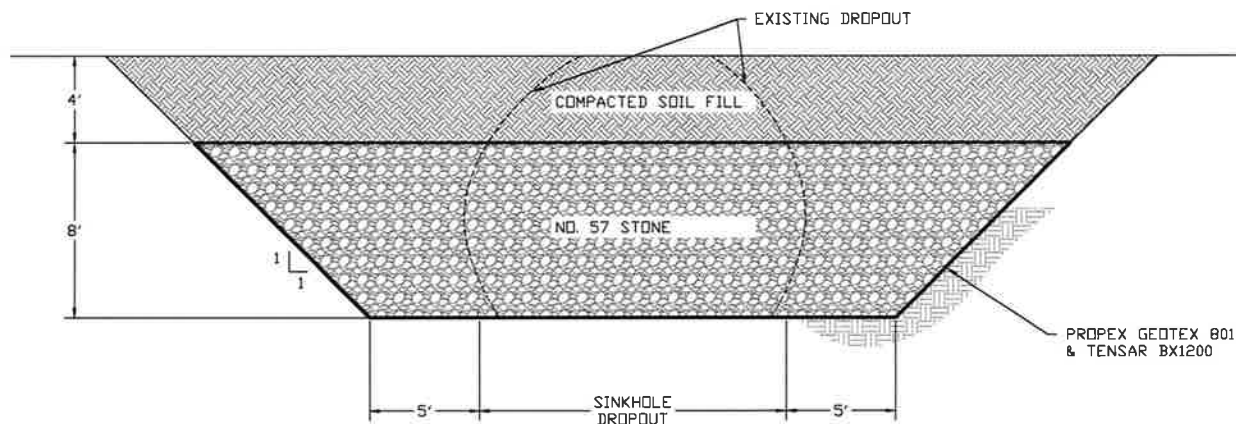
NAME	COMPANY	EMAIL
Steve Drummer	LDA Engineering	SDrummer@LDAengineering.com

Report Date: 07/22/2019 Prepared by: Eric Peterson, P.E.

ENGINEERS REPORT


PHOTOGRAPHS:





SINKHOLE STABILIZATION RECOMMENDATIONS

- We recommend that the sinkhole collapse area be excavated to a depth of 12 feet below proposed finished subgrade elevation. We suggest that a trackhoe be used to make the excavation. The excavated area should extend a minimum of 5 feet beyond the perimeter of the collapse area on all sides. The excavation sidewalls should be sloped no steeper than 1 horizontal to 1 vertical.
- Workmen should not enter the excavation. The contractor should follow all applicable OSHA/TOSHA rules/regulation regarding excavation/trench safety.
- The bottom and sides of the excavated area should be lined with 2 layers of geogrid, such as Tensar BX1200, or engineer approved equal. The second layer should be placed perpendicular to the first. The geogrid should use a minimum lap width of three feet between successive roll widths. Adjoining sheets of geogrid should be fastened together using hog rings or zip ties. The geogrid should be hand tensioned to remove wrinkles and grabs. Landscape staples or other method should be used to maintain tensioning until the first lift of fill is placed over the geogrid. The sections of geogrid should be of sufficient length such that it can be lapped over the top of the stone mass.
- Once the geogrid is in place, a non-woven geotextile stabilization fabric such as Propex Geotex 801, or engineer approved equal, should be used to line the excavation. Two layers of geotextile should be used. The second layer should be placed perpendicular to the first. The geotextile should use a minimum lap width of three feet between all seams/joints of the material. The sections of geotextile should be of sufficient length such that it can be lapped over the top of the stone mass.
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- Soil fill should consist of lean, silty clay, free of organics, and rock fragments larger than 4 inches in greatest dimension. The soil fill should have a plasticity index of less than 30, a minimum Standard Proctor maximum dry density of 92 PCF, and Optimum moisture content no greater than one percent above the soil plastic limit.
- All work should be performed under the direction of a geotechnical engineer.

	GEOTECHNICAL ENGINEERING & CONSULTING <small>WINN-DIXIE, LLC 1000 N. 10th St. Tallahassee, FL 32301</small>
	RECOMMENDED SINKHOLE STABILIZATION MEASURES MAID - LOT 22 MORRISTOWN, TENNESSEE
TYPICAL CROSS-SECTION	
<small>DATE: JULY 22, 2019</small>	



LDA ENGINEERING

JULY 30, 2019

**ESTIMATE OF PROBABLE CONSTRUCTION COSTS
LOT 22 - MAID
SINKHOLE STABILIZATION**

Description	Qty.	Unit	Unit Price	Total Cost
Excavation	580	CY	\$ 18.00	\$ 10,440.00
No. 57 Stone	382	TON	\$ 26.00	\$ 9,932.00
Geofabric	650	SY	\$ 4.00	\$ 2,600.00
Geogrid	650	SY	\$ 3.50	\$ 2,275.00
Seeding and Cleanup	1	LS	\$ 2,000.00	\$ 2,000.00
			TOTAL	\$ 27,247.00

ENGINEERS REPORT



Foundation Systems
Engineering, P.C.
Geotechnical Engineering and Consulting

PROJECT NAME:	MAID Lot 22	FSE PROJECT NO:	318160C
	Commerce Blvd	SITE VISIT DATE:	07/30/2019
LOCATION:	Morristown, Tennessee	REPORT DATE:	07/30/2019
CLIENT:	LDA Engineering	MET WITH:	Mr. Steve Drummer, P.E.
OWNER:	City of Morristown		Mr. Jim Bewley
CONTRACTOR:	JA Bewley		Mr. Conrad Majors

OBJECTIVE:

As per your request, we visited the above-referenced site on the morning of July 30, 2019. The purpose of our visit was to observe the excavation of the northernmost injection well of MAID Lot 22. The following is a summary of our observations, and recommendations for preparing the injection well area. Photographs illustrating our observations are enclosed.

OBSERVATIONS:

At the time of our visit, we observed that the excavation of the northern most injection well was approaching the bedrock cavity (sinkhole/injection well throat). Based on our discussion with Mr. Bewley and Mr. Majors, we understand that the cavity extends laterally beneath a large over-hang in the bedrock. Mr. Bewley and Mr. Majors have seen the cavity accept storm water during periods of heavy rainfall. The cavity had been covered/filled with soil prior to our visit. A track hoe was used to scratch and determine the presence of the top of the bedrock in front of the horizontal cavity. However, the cavities were filled and could not be verified at the time of our visit.

RECOMMENDATIONS:

In our Sinkhole Investigation Report (FSE Project No. 318160) dated July 30, 2018, we offered recommendations for constructing the injection well. The following is an excerpt from the 2018 report.

- We recommend that the existing injection well and existing sinkhole dropout areas, plus 5 feet beyond the perimeter, be excavated down to the top of bedrock. The existing open cavities should be protected from potential fall-in material during excavation. Temporary excavation sidewalls should be sloped 3/4H:1V or as required for stability. Temporary construction excavations should be sloped or shored in accordance with local, state and federal regulations including OSHA (29 CFR Part 1926) excavation and trench safety. Excavations should be observed and classified by an OSHA competent person.*
- Once the underlying bedrock has been exposed, we recommend that the bedrock be cleaned/washed to expose any weathered cavities.*
- Once the sinkhole and injection well throats have been identified, we recommend that a 36-inch diameter, perforated, reinforced concrete pipe (RCP) be inserted into the throats (subsurface cavities)*

ENGINEERS REPORT



Foundation Systems
Engineering, P.C.
Geotechnical Engineering and Consulting

and grouted into place. We recommend that one RCP be placed in the new sinkhole dropout cavity, and one placed in the rehabilitated/repared injection well cavity.

Based on our observations made during our site visit and information obtained from Mr. Bewley and Mr. Majors, we understand that the injection well cavity at the northern most injection well extends laterally/horizontally into the bedrock.

In order to establish the bottom riser pipe at the injection well cavity, the bottom riser pipe may be cut to conform to the bedrock surface and grouted into place. Care should be taken to prevent grout flow into the cavity. We understand that a 48-inch diameter riser may be required in order to cut and conform the pipe to the bedrock. In our professional opinion, a perforated 48-inch diameter RCP is a suitable alternate to the 36-inch diameter perforated RCP.

The bedrock should be cleaned/washed to expose the cavities, and the cleaned/washed cavities be observed by the geotechnical engineer, prior to cutting and placing the bottom riser.



DISTRIBUTION:

NAME	COMPANY	EMAIL
Steve Drummer	LDA Engineering	SDrummer@LDAengineering.com

Report Date: 07/30/2019 Prepared by: Eric Peterson, P.E.

ENGINEERS REPORT

PHOTOGRAPHS:



BEWLEY EXCAVATION

2630 S.DAVY CROCKETT PKWY.
MORRISTOWN, TN 37813
PH/FAX 423-587-3401
Cell 423-736-7166
bewleyx@gmail.com

DATE 7-30-19

TO: STEVE DRUMMER LDA ENGINEERING
COST CHANGE FOR 36" RCP PIPE TO 48" ROUND STRUCTURES AT NORTH OPENING
ITEM 11 20' 36" RCP UNIT PRICE 200.00 PER FOOT 4,000.00
CHANGE TO 48" ROUND STRUCTURE OPEN BOTTOM, 4'TO 5' FOOT ENCASED IN CONCRETE
2 INCH PERFORATED HOLES
USE MISCELLANEOUS CONCRETE TO ENCASE.
COST 20' 48" 270.00 PER FOOT 5,400.00

CAN THE TIME OF COMPLETED BE EXTENDED 15 DAYS DUE TO MATERIALS ORDER .
BY JIM BEWLEY OWNER

Purchase Order

CITY OF MORRISTOWN

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Fiscal Year 2020

Page 1

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

Purchase
Order #

20000360-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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WAVETRONIX LLC
78 E 1700 S

PROVO, UT 84606

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

37813

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference/Contact	
801-734-7241				20000444		MATTHEW MANNING	
Date Ordered		Vendor Number	Date Required	Interoffice Delivery		Department/Location	
07/29/19		007271				43190	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price	
001	ORIGINAL			24.00 EACH	3780.00000	90,721.00	
002	SS-225 SMARTSENSOR MATRIX 43190-365			2.00 EACH	4060.00000	8,121.00	
003	SS-200E SMARTSENSOR ADVANCE EXTENDED RANGE 43190-365			26.00 EACH	176.00000	4,577.00	
004	SS-611 SMARTSENSOR MOUNTS 43190-365			26.00 EACH	134.67000	3,502.42	
005	SS-704-020 CABLE 20FT 12-8 PIN 6 CONDUCTOR 43190-365			26.00 EACH	156.00000	4,057.00	
006	SS-710 SENSOR JUNCTION BOXES 43190-365			8.00 EACH	3780.00000	30,241.00	
007	102-0451 CLICK 656 SENSOR SDLC SERVER RACK CABINET INTERFACE DEVICE 43190-365			8.00	314.67000	2,518.36	

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

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Purchase Order

CITY OF MORRISTOWN

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Fiscal Year 2020

Page 2

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

Purchase Order # **20000360-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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WAVETRONIX LLC
78 E 1700 S

PROVO, UT 84606

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

37813

Vendor Phone Number 801-734-7241		Vendor Fax Number		Requisition Number 20000444		Delivery Reference/Contact MATTHEW MANNING			
Date Ordered 07/29/19		Vendor Number 007271		Date Required		Interoffice Delivery		Department/Location 43190	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
	102-0449 SDLC FOUR CONNECTOR HUB				EACH				
	43190-365				2,518.36				
008					3.00	1637.33000		4,912.99	
					EACH				
	SS-705-001 SMARTSENSOR 6 CONDUCTOR								
	CABLE 1000FT								
	43190-365				4,912.99				
	Total Freight				8.00				
						PO Total		148,650.77	

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



DATE: 07/26/19

TO: Mr. Matthew Manning

FROM: Wavetronix, LLC
COMPANY

Melissa Garcia
NAME

Sales Coordinator
TITLE

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

Mr. Manning:

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

I. UNIQUE CHARACTERISTICS:

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

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

II. FUNCTIONAL APPLICABILITY TO MISSION

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

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

III. ABSENCE OF COMPETITIVE PRODUCT OR SERVICE ALTERNATIVE

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

IV. ABSENCE OF ALTERNATIVE SOURCING

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

Thank you for your immediate and affirmative attention.

Respectfully,



Melissa Garcia
Sales Coordinator
901-341-4540
Melissa.garcia@wavetronix.com



DATE: 07/26/19

TO: Mr. Matthew Manning

FROM: Wavetronix, LLC
COMPANY

Melissa Garcia
NAME

Sales Coordinator
TITLE

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

Mr. Manning:

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

I. UNIQUE CHARACTERISTICS:

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

1. Installed TDOT Matrix Detection Sensors are manufactured solely by Wavetronix.
2. Patented Digital Wave Radar 16 Beams
3. True Presence Radar Detection
4. Up to 10 lanes and 16 channels of detection simultaneously

II. FUNCTIONAL APPLICABILITY TO MISSION

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

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

III. ABSENCE OF COMPETITIVE PRODUCT OR SERVICE ALTERNATIVE

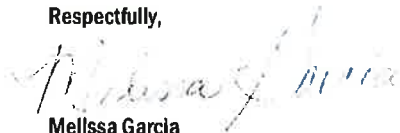
We hereby affirm in good faith that to the best of our knowledge, after exercising due diligence in our attempts to locate alternate sourcing opportunities, that no other manufacturer, distributor or provider exists who can sell, deliver or service within the State of Tennessee a comparable competitive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

IV. ABSENCE OF ALTERNATIVE SOURCING

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

Thank you for your immediate and affirmative attention.

Respectfully,



Melissa Garcia
Sales Coordinator
901-341-4540
Melissa.garcia@wavetronix.com



Morristown City Council Agenda Item Summary

Date: July 26, 2019

Agenda Item: Police and Fire Uniform Bid

Prepared by: Joey Barnard

Subject: Awarding of Bid – Uniforms

Background/History: The City of Morristown provides uniforms for the Fire and Police Departments. The uniforms are purchased on an as-needed basis with officers and firefighters receiving uniforms on an annual basis. This bid is for two years.

Findings/Current Activity: The bid for these uniforms were solicited. The bids were advertised in the *Citizen Tribune* on June 27, 2019 and on June 30, 2019. Additionally, the bid was posted to the City of Morristown's website, and on Vendor Registry, an on-line bid facilitation website. The bid deadline was on Tuesday July 16, 2019. Three (3) bids were received.

Financial Impact: Funds have been appropriated in the budget for uniforms for the Police and Fire Departments.

Action options/Recommendations: It is Police Departments' recommendation to accept the best and lowest bid from Summit Uniforms for all uniform items for the Police Department. It should be noted that BK Graphics bid a cheaper polo shirt option, item number (23) twenty-three on the bid tabulation; however, these shirts are for administration and minimal quantities will be ordered. Also, Summit Uniforms has majority of staff sizes on file from previous year purchases and purchasing these from Summit Uniforms will allow the department to keep the same style as prior year uniforms. It is Fire Departments' recommendation to split the bid amongst two vendors and to accept the best and lowest bid from BK Graphics on Tee Shirts, item number (5) five on the bid tabulation, and all other uniform items to Summit Uniforms. It should be noted that Summit Uniforms does not meet specifications on tee shirts, item number (5) five on the bid tabulation.

Attachments: Bid Tabulations

City of Morristown
Police Uniform Bid
Tuesday, July 16, 2019; 2:00 PM

	Bidder Police	Summit Uniforms	BKT Uniforms	BK Graphics
1	Police Uniform - Class A Style Trousers			No Bid
	Blauer	\$ 66.74		
	Elbeco	\$ 73.56	\$ 84.92	
	Flying Cross	\$ 92.85		
2	Police Shirts (long & short sleeve)			No Bid
	a. Short Sleeve			
	Elbeco	\$ 55.13	\$ 65.07	
	Blauer Super Shirt	\$ 62.98		
	Blauer Class Act	\$ 58.94		
	Flying Corss Justice	\$ 60.17		
	b. Long Sleeve			
	Elbeco	\$ 57.69	\$ 68.15	
	Blauer Super Shirt	\$ 71.10		
	Blauer Class Act	\$ 65.87		
	Flying Cross Justice	\$ 65.87		
3	Jackets			No Bid
	Blauer	\$ 220.37		
	Elbeco	\$ 241.81		
	511	\$ 185.90		
	Spiewalk	\$ 228.95	\$ 299.00	
4	Ball Caps			
	Elbeco		\$ 32.00	
	Blauer	\$ 14.11		
	Pacific			\$ 13.92
5	Blackinton B720 RHO GLO hat badge w/screw back and full color state seal	\$ 80.94	\$ 120.00	No Bid
6	Blackinton B720 HI GLO hat badge w/screw back and full color state seal	\$ 80.94	\$ 120.00	No Bid
7	Blackinton B899 RHO Glo breast badge w/safety catch and full color state seal	\$ 93.75	\$ 120.00	No Bid
8	Blackinton B899 RHO GLO breast badge w/wallet clip and full color state seal	\$ 93.75	\$ 120.00	No Bid
9	Blackinton B899 HI GLO breast badge w/safety catch and full color state seal	\$ 93.75	\$ 120.00	No Bid
10	Blackinton B899 HI GLO breat badge with wallet clip and full color state seal	\$ 93.75	\$ 120.00	No Bid
11	Morristown Police Dept collar brass - 1/2" silver	\$ 8.44	\$ 36.99	No Bid
12	Morristown Police Dept collar brass - 1/2" gold	\$ 8.44	\$ 36.99	No Bid

	Bidder	Summit Uniforms	BKT Uniforms	BK Graphics
13	1/2 brushed silver w/black lettering nameplate with serving since bar (2pc) pin back	\$ 13.99	\$ 14.99	No Bid
14	1/2" brushed gold w/black lettering nameplate with serving since bar (2pc) pin back	\$ 13.99	\$ 14.99	No Bid
15	1/2" brushed silver w/black lettering nameplate w/servcing since bar (1pc) pin back	\$ 17.00	\$ 14.99	No Bid
16	1/2" brushed gold w/black lettering namelate w/servicing since bar (1pc) pin back	\$ 17.00	\$ 14.99	No Bid
17	Small rank color brass - Corp & Sgt in gold or silver	\$ 4.56	\$ 8.99	No Bid
18	Large rank color brass - Corp & Sgt in gold or silver	\$ 4.56	\$ 8.99	No Bid
19	Small rank color brass - Lt, Capt & Maj in gold	\$ 4.56	\$ 8.99	No Bid
20	Large rank color brass - Lt, Capt & Maj in gold	\$ 4.56	\$ 8.99	No Bid
21	Trousers			No Bid
	Blauer	\$ 44.40		
	511	\$ 37.08		
	Propper	\$ 28.48	\$ 42.99	
	Flying Cross	\$ 42.57		
22	Shirts			No Bid
	Blauer Long Sleeve	\$ 60.70		
	Blauer Short Sleeve	\$ 57.21		
	511 Long Sleeve	\$ 58.75		
	511 Short Sleeve	\$ 55.43		
	Propper Long Sleeve	\$ 46.68		
	Propper Short Sleeve	\$ 45.54		
	Flying Cross	\$ 57.42		
	Flying Cross	\$ 57.42		
	Propper Short Sleeve and Long Sleeve*		\$ 39.99	
	*Additional cost for badge, collar and name plate		\$ 25.00	
	K-9, Codes Enforcement & Litter Crew Accessories & Alterations			
23	Polo Shirts			
	Corner Stone Short Sleeve	\$ 29.38		
	511 Short Sleeve	\$ 40.01		
	Port Authority Short Sleeve S - XL			\$ 24.48
	Port Authority Short Sleeve 2X			\$ 26.48
	Port Authority Short Sleeve 3X			\$ 27.48
	Port Authority Short Sleeve 4X			\$ 28.48
	Port Authority Long Sleeve S - XL			\$ 36.38
	Port Authority Long Sleeve 2X			\$ 38.38
	Port Authority Long Sleeve 3X			\$ 39.38
	Port Authority Long Sleeve 4X			\$ 40.38
	Propper Short Sleeve and Long Sleeve		\$ 42.99	
24	Single Breasted Dress Coat - Navy in Color			No Bid
	Flying Cross	\$ 150.90		

	Bidder	Summit Uniforms	BKT Uniforms	BK Graphics
	Elbeco		\$ 160.00	
	Additional cost for braid		\$ 12.00	
	Additional cost for stripe		\$ 12.00	
25	Trousers - Navy in color - Match to Dress Coat			No Bid
	Flying Cross	\$ 40.99		
	Elbeco		\$ 40.00	
26	Long Sleeve White Shirts			No Bid
	Flying Cross	\$ 38.29		
	Elbeco		\$ 68.05	
27	Rank epaulets - Corp, Sgt, Lt & Capt			No Bid
	\$10 roll	\$ 10.00		
	Rank		\$ 24.99	
	Braid		\$ 12.00	
28	Collar brass - Corp, Sgt, Lt & Capt	\$ 8.44	\$ 8.99	No Bid
29	Collar brass - 1/2" M.P.D. in gold	\$ 8.44	\$ 8.99	No Bid

City of Morristown
Fire Uniform Bid
Tuesday, July 16, 2019; 2:00 PM

	Bidder	Summit Uniforms	BKT Uniforms	BK Graphics
	FIRE			
1	Fire Uniform - Short and Long Sleeve Shirts			No Bid
	a. short sleeve			
	Southeastern		\$ 39.99	
	Flying Cross	\$ 33.82		
	b. long sleeve			
	Southeastern		\$ 42.99	
	Flying Cross	\$ 38.26		
2	Fire Uniform - Trousers			No Bid
	Southeastern	\$ 42.99		
	Horace Small	\$ 31.72		
3	Polo Shirts			
	Bodeck		\$ 46.99	
	Port Authority Short Sleeve	\$ 14.99		
	Port Authority Long Sleeve	\$ 17.49		
	Port Authority Short Sleeve K500*			\$ 22.80
	Port Authority Long Sleeve K500*			\$ 25.80
	Port Authority Short Sleeve K500P*			\$ 24.82
	Port Authority Long Sleeve K500P*			\$ 27.82
	Optional: Cornerstone Tactical Polo*			\$ 35.72
	*2X add \$2.00; 3X add \$3.00; 4X-6X add \$4.00			
4	Cargo Trousers			No Bid
	Propper	\$ 28.48	\$ 44.99	
	Horace			
5	Tee Shirts			
	Gildan Short Sleeve	\$ 8.50		
	Gildan Long Sleeve	\$ 10.50		
	Bodeck		\$ 32.99	
	Port & Company PC55 Short Sleeve*			\$ 6.62
	Port & Company PC55P Short Sleeve*			\$ 9.42
	Port & Company PC55 Long Sleeve*			\$ 9.62
	Port & Company PC61 Long Sleeve*			\$ 12.22
	*2X add \$2.00; 3X add \$3.00; 4X-6X add \$4.00			
6	Blackinton B-21 Hi-Glow - A3028 Insignia	\$ 64.38	\$ 89.00	No Bid
7	Blackinton B523 Rho-Glow - FD Insignia	\$ 64.38	No Bid	No Bid
8	Blackinton B-21 Hi-Glow - A3317 Insignia	\$ 64.38	\$ 89.00	No Bid
9	Blackinton B-21 hi-Glow - A2997 Insignia	\$ 64.38	\$ 89.00	No Bid
10	Silver Nameplate w/black engraving	\$ 8.99	\$ 14.99	No Bid
11	Gold Nameplate w/black engraving	\$ 8.99	\$ 14.99	No Bid
12	Silver Serving Since w/black engraving	\$ 10.99	\$ 14.99	No Bid
13	Gold Serving Since w/black engraving	\$ 10.99	\$ 14.99	No Bid



LDA ENGINEERING

July 30,2019

Tony Cox
City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Stormwater Drainage Projects
Morristown, Hamblen County, Tennessee

Mr. Cox

LDA Engineering appreciates the opportunity to provide you with a proposal for design and bidding services for the referenced project in conjunction with approved Engineers Joint Contract Documents Committee (EJCDC) contract dated July 2018.

The referenced project includes the following areas:

- Hamilton Place Ponding Area
- Water Treatment Plant
- Radar Street at Shield Ferry
- Cherokee Drive
- King Avenue
- Murrell Road
- Forest Drive
- Walter Drive

LDA Engineering will provide the following services:

- Prepare construction documents for the proposed improvements. Plans, to include:
 - Site Survey and Existing Conditions
 - Site Analysis
 - Hydrology Analysis (Hamilton Place only)
 - Profiles
 - Utilities
 - Cross-sections
 - Details
 - Erosion Control Plan
- Plans to be reviewed with the City at the 30% and 90% completion stage.
- Prepare Opinion of Probable Construction Costs for proposed improvements.
- Prepare Project Manual to include specifications and bidding documents.

LDA Engineering propose to provide the design services for an hourly basis with not-to exceed budget of \$68,500

The bidding services includes render assistance in obtaining bids, answer contractor/vendor questions, prepare any necessary addendums, attend bid opening, make an analysis of the bids received, make recommendations on awards of the contract, render assistance in award of the contract and assembly of the contract. LDA Engineering will provide the bidding services on an hourly basis, with a not-to exceed budget amount of \$6,500.00.

The invoices will be submitted monthly based upon the services performed during the billing period.

We are prepared to begin the design services immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve D.", followed by a long horizontal line extending to the right.

Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____



LDA ENGINEERING

April 24, 2019

Tony Cox
City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: West Main Street Drainage Project
Morristown, Hamblen County, Tennessee

Mr. Cox

LDA Engineering appreciates the opportunity to provide you with a proposal for design and bidding services for the referenced project in conjunction with approved Engineers Joint Contract Documents Committee (EJCDC) contract dated July 2018.

The project will include design drawings/technical specification for stabilization of approximately 1500 feet of drainage ditch immediately downstream of the N. Fairmont Ave. culvert to the S. High Street culvert adjacent to the Norfolk Southern Railroad. This project will require a site survey, site analysis and a hydrology analysis of the area to determine the existing storm water volume, velocities and turbulence effects.

The project will require a Norfolk Southern Railroad and a TDEC Stormwater Pollution Prevention Plan (SWPPP) permit applications for the construction activities. LDA will prepare the permits and coordinate with Norfolk Southern during the review/approval process.

The bidding services includes render assistance in obtaining bids, answer contractor/vendor questions, prepare any necessary addendums, attend bid opening, make an analysis of the bids received, make recommendations on awards of the contract, render assistance in award of the contract and assembly of the contract.

We would appreciate your consideration of the following fees to be provided on an hourly basis with not-to exceed budgets for the site survey, site analysis, hydrology analysis, design, permitting and bidding services:

1.	Site Survey:	\$ 3,500.00
2.	Site Analysis:	\$ 4,500.00
3.	Hydrology Analysis:	\$ 10,500.00
4.	Design Services:	\$ 22,500.00
5.	SWPPP:	\$ 7,500.00
6.	Norfolk Southern Permit:	\$ 10,000.00
7.	Bidding Services:	\$ 5,500.00

110 Tyson Boulevard, Suite 200, Alcoa, TN 37701 ■ Phone: (865) 573-7672 ■ LDAEngineering.com

Tony Cox
City Administrator
City of Morristown
West Main Street Drainage Project
Morristown, Hamblen County, Tennessee
April 25, 2019
Page Two

We are prepared to begin the design services immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Jones", is written over the word "Sincerely,".

Greg Jones, P.E.
Vice President

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____



Morristown City Council Agenda Item Summary

Date: July 25, 2019

Agenda Item: Surplus Vehicles

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Approval to Declare Certain Vehicles as Surplus Property

Background/History: The City of Morristown has seventeen (17) vehicles that have been removed from service that can no longer be utilized. The City of Morristown wishes to declare these vehicles as surplus. Two of these vehicles will be turned over to the insurance company. The vehicles have been recommended by the Fleet Maintenance Supervisor for surplus.

Financial Impact: The sale of the declared surplus items will generate revenues that will be receipted into the General Fund. These funds will be utilized to offset the replacement cost of new vehicles.

Action options/Recommendations: The City of Morristown is seeking approval to declare the vehicles as surplus and to properly dispose of them. The Finance Department will utilize GovDeals to sale these vehicles.

Attachments: Listing of vehicles to surplus.

City of Morristown, Tennessee
Finance Department
Vehicles to Surplus

Unit Number	Description	VIN	Mileage
308	2000 Ford Crown Vic	2FAHP71VX9X121351	119,934
309	2009 Ford Crown Vic	2FAHP71V19X121352	125,638
350	2003 Ford Explorer 4x4	1FMZU72K74ZA25154	130,788
361	2012 Dodge Charger	2C36DXAG8DH568699	89,580
363	2003 Ford Crown Vic	2FAFP71W53X141501	178,848
367	2004 Cadillac Escalade	1GYEK63N44R197003	125,920
374	2009 Crown Vic	2FAFP71W06X165452	143,007
385	2008 Ford Crown Vic	2FAFP71WX6X136802	125,009
388	2001 Ford Crown Vic	2FAFP71W41X137338	171,605
392	2013 Dodge Charger	2C3CDXAG7DH568693	Unobtainable
395	2000 Ford Crown Vic	2FAFP71W1YX174017	177,459
405	2006 Ford Crown Vic	2FAFP71W96X105430	143,218
407	2008 Ford Crown Vic	2FAFP71VX8X139452	106,796
408	2006 Ford Crown Vic	2FAHP71WX6X122830	114,326
415	2008 Ford Crown Vic	2FAFP71W35X158767	94,152
422	2006 Ford Crown Vic	2FAFP71W06X105428	141,561
444	2008 Ford Crown Vic	2FAFP71V78X139456	139,391

**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 2020

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**20000198-01***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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o
r**STOWERS MACHINERY CORPORATION
P O BOX 14802

KNOXVILLE, TN 37914

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

37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
				20000234	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
07/12/19	015200				41610	
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price	
001	PREVENTATIVE MAINTENANCE ANNUAL RENEWAL JULY 1, 2019 - JUNE 30, 2020		1.00 EACH	1762.45000	1,762.45	
	STATION # 1 42230-399				1,762.45	
002	STATION # 2 42230-399		1.00 EACH	1762.45000	1,762.45	
	STATION # 4 42230-399				1,762.45	
003	STATION # 5 42230-399		1.00 EACH	1762.45000	1,762.45	
	STATION # 6 42230-399				1,762.45	
004	CITY CENTER 42120-399		1.00 EACH	2165.78000	2,165.78	
005						
006						

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

[Return to Agenda](#)



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20000198-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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STOWERS MACHINERY CORPORATION
P O BOX 14802
KNOXVILLE, TN 37914

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

Vendor Phone Number		Vendor Fax Number		Requisition Number 20000234		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 07/12/19		Vendor Number 015200		Date Required		Interoffice Delivery		Department/Location 41610	
Item #	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
					PO Total		10,978.03		

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Return to Agenda



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: Cty of Morristown

Acct#: 533470

Address: 625 S. Jackson St.

City: Morristown

State: Tn.

Zip: 37813

Contact: Danny Case

Phone#:

Cell Phone#: 423-621-8002

Fax#:

E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KOHLER **Model:** 50RZ282

Serial#: 377560

Customer Equipment#:

KW: 50 Prime / Standby: Standby

Engine / Generator Set Location: Sta.#1

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$576.83
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$439.76
~ Load Test Hours: 2			

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not includes in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: **\$1,762.45**

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

The above quote is valid for 90 days from the Agreement Date at the top of the page. Signing of this Quote, by the Customer will authorize the Agreement for the above terms, of 1-year service from the estimated first service date below.

This agreement covers Planned Maintenance during normal working hours (Mon. - Fri. 7:30 am to 4:00pm) PM's Performed after hours, Legal Holidays, Saturdays or Sundays, or out of territory will be charged an additional rate. This agreement is for the specified services only, and does not extend to additional service or repairs that may be necessary, Stowers Machinery Corporation cannot be held liable for any Engine / Generator set failures or failure to recognize or interpret pending failures

Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

[Return to Agenda](#)



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*
Phone#: 865-595-1078
Cell#: 865-712-1356
Fax#: 865-595-1075
E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: City of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KATOLITE Model: SENL40FPG4 Serial#: 146744-0607
Customer Equipment#: KW: 40 Prime / Standby: Standby
Engine /Generator Set Location: Sta.#2

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$576.83
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$439.76

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
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Agreement Total: \$1,762.45

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes:

Date: _____
Customer Signature: _____
Customer Name (Print): _____
Accepted By (Salesman) _____ on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

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Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*
Phone#: 865-595-1078
Cell#: 865-712-1356
Fax#: 865-595-1075
E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: Cty of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KOHLER Model: 50REZGC Serial#: GM79037GA8
Customer Equipment#: KW: 50 Prime / Standby: Standby
Engine / Generator Set Location: Sta.#4 337 Central Church St

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$576.83
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$439.83

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not includes in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: \$1,762.52

Estimated First Service Date:

Agreement Type: ☒ New ☐ Renewal - Previous PM Agreement#:

Disclaimer:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

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Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: Cty of Morristown **Acct#:** 533470
Address: 625 S. Jackson St. **City:** Morristown **State:** Tn. **Zip:** 37813
Contact: Danny Case
Phone#: **Cell Phone#:** 423-621-8002 **Fax#:**
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN **Model:** GGHF5664032 **Serial#:** B040601863
Customer Equipment#: **KW:** 80 Prime / Standby: Standby
Engine / Generator Set Location: Sta.#5

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$576.83
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$439.76
~ Load Test Hours: 2			

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
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Estimated First Service Date:

Agreement Total: \$1,762.45

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____ **on behalf of Stowers Machinery Corporation**

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

[Return to Agenda](#)



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters
Truck / Industrial Engine
Product Support Service Representative
Phone#: 865-595-1078
Cell#: 865-712-1356
Fax#: 865-595-1075
E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: Cty of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN Model: 80RZG Serial#: 2142592
Customer Equipment#: KW: 80 Prime / Standby: Standby
Engine /Generator Set Location: Sta.#6

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$576.83
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$439.76

- *This is a Quote. Do Not pay from this Agreement Total as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not included in this quote. If air filters are needed there will be an additional charge unless noted below.*

Estimated First Service Date:

Agreement Total: **\$1,762.45**

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

[Return to Agenda](#)



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 7/12/2019

Customer Info:

Name: Cty of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN Model: 80DGDA Serial#: L940563845
Customer Equipment#: KW: 80 Prime / Standby: Standby
Engine /Generator Set Location: Police Dept.

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$745.86
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$729.85
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$690.07

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not includes in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: \$2,165.78

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____ on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy

[Return to Agenda](#)

Emily Ann Roberts

July 23, 2019

Emily Ann Roberts

EAR Music

This letter is to confirm the following performance agreement with **Emily Ann Roberts** for the **Opening of The New City Park**, in Morristown, TN.

Date Appearing: Saturday, November 16, 2019
Time: 5:30 - 6:30 PM (EST)
Venue: City Park
Morristown, TN

Honorarium: \$5,000 – Emily Ann Roberts & live band.
No hotel rooms to be provided.

We ask that any social media posts, advertisement pieces, photos and/or videos, are approved beforehand by Emily Ann Roberts

We look forward to working with you. Please sign and return a copy of this letter to confirm these arrangements.

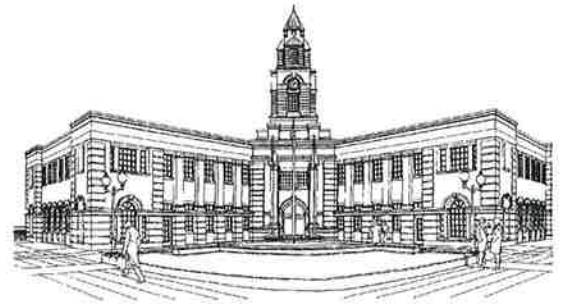
Thank you

Torey Harding
Tour Manager
EAR Music LLC

(Show Buyer)

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO/L*

Date: July 31, 2019

Re: Justice Assistance Grant Application

We are requesting approval to make application for the 2019 Justice Assistance Grant. The grant will be for the amount of 13,558.00. The funds will be used to purchase equipment to support police operations. There are no matching funds required for this grant.

Thank you.

RDO/II



July 31, 2019

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

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

Reference: **Change Order for Additional Environmental Services**
Old Morristown – Hamblen County Landfill
TDEC Site ID No. 32-514
1366 Pine Brook Road, Morristown, Hamblen County TN
S&ME Proposal No. 41-1700404C3

Dear Mr. Barnard:

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

◆ Background

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

No additional efforts were performed by S&ME at the site until the summer of 2017. S&ME understands that TDEC visited the site on June 7, 2017. In their resulting correspondence dated July 19, 2017, TDEC requested a work plan that includes cap maintenance work, assessment of the leachate collection/treatment system, removal of drums of investigation-derived waste (IDW), and repair of the fencing to limit access to off-road vehicles. S&ME provided our September 11, 2017 *Maintenance Work Plan* to you and TDEC, and TDEC provided a response letter dated November 13, 2017. Based on the S&ME September 11, 2017 *Maintenance Work Plan* and the TDEC response letter, S&ME removed drums from the site, identified areas of cap maintenance which the City of Morristown addressed, and conducted leachate sampling in April 2018.

Based on the analytical results of the April 2018 leachate seep sampling, TDEC issued a letter dated August 10, 2018 requesting the development of a plan to reduce the ammonia in the area of seep locations L-7 and L-9 to meet the effluent limitations in the Tennessee Storm Water Multi-Sector General



Permit (TMSP) *Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites*. In December 2018, S&ME installed a total of two vents at location L-7 (one at the seep and one at a location approximately 100 feet north along the existing road), and a total of three vents at location L-9 (one vent at the seep location, one to the east, and one to the west of the seep location approximately 50 feet from the seep location).

S&ME also installed check dams in the ditch along the access road north of seep L-7 to control the stormwater and seep discharge from this portion of the site. The check dams were installed approximately every 75 feet over a total distance of approximately 300 feet along the existing drainage swale on the east side of the road.

Additional leachate sampling was conducted in April 2019. According to the reported concentrations, two of the four suspended solids samples and three of the ammonia nitrogen samples exceeded the TDEC daily effluent limitations and the remaining parameters were within the specified ranges. The two suspended solid exceedances are reduced from the 2018 values. Two of the ammonia nitrogen exceedances are at locations within the landfill property (L-7 and L-9); the concentrations had decreased from the 2018 values, which suggested that the recently installed vent pipes were helping to reduce the ammonia concentrations. Sample L-2, collected closest to the gate on Pine Brook Road, reported an exceedance for ammonia nitrogen above the TDEC effluent limit. This location had not demonstrated an exceedance in the April 2018 sampling event.

Based on the analytical results from the April 2018 sampling event, TDEC issued a letter dated July 11, 2019 requesting quarterly sampling of the identified seeps for one year in order to determine if the installed ammonia vents were effectively mitigating the elevated ammonia concentrations in the leachate. TDEC also requested that quarterly gas monitoring of the vent pipe effluent be conducted during each sampling event. The following sections of this change order detail our Scope of Services for conducting monitoring requested by TDEC.

◆ Scope of Services

The additional services proposed are based on the TDEC request for quarterly seep sampling and gas monitoring at the site.

Quarterly Leachate Seep Sampling and Gas Monitoring

S&ME will conduct quarterly leachate sample at seep locations L-7, L-9, L-8, L-8A, and L-2 for the period of one year (Figure 1). The list of analytical parameters will include the constituents listed in Table L-1 (attached) of the TMSP *Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites*. The leachate samples will be collected, placed on ice, and shipped to Pace Analytical laboratory in Mt. Juliet, Tennessee. The results of each quarterly leachate sampling and gas monitoring event will be documented and submitted to TDEC and the City. The vent pipes will also be monitored at the time of the leachate sampling. The vents will be monitored using a properly calibrated QRAE III gas detecting meter at the vent locations.



◆ Excluded Services

The outlined Scope of Services does not include additional environmental sampling or services beyond what is proposed above. If additional services are warranted, a change order will be provided.

◆ Limitations

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

◆ Client Responsibilities

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

1. Provide a signed Change to Agreement for Services (attached Form CA-071).
2. Provide access to the property.

◆ Schedule and Fees

S&ME will perform the services detailed herein on a lump sum basis. The fee for completing each quarterly sampling event will be **\$4,500 per event (\$18,000 total)**. S&ME will coordinate with the City to begin the quarterly sampling and gas monitoring following receipt of written authorization to proceed. The leachate sampling will be weather- dependent due to the nature of portions of the site to flood. S&ME will not conduct any additional services without first obtaining your approval in writing, through a change order.

◆ Authorization

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

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

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



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

Sincerely,

S&ME, Inc.

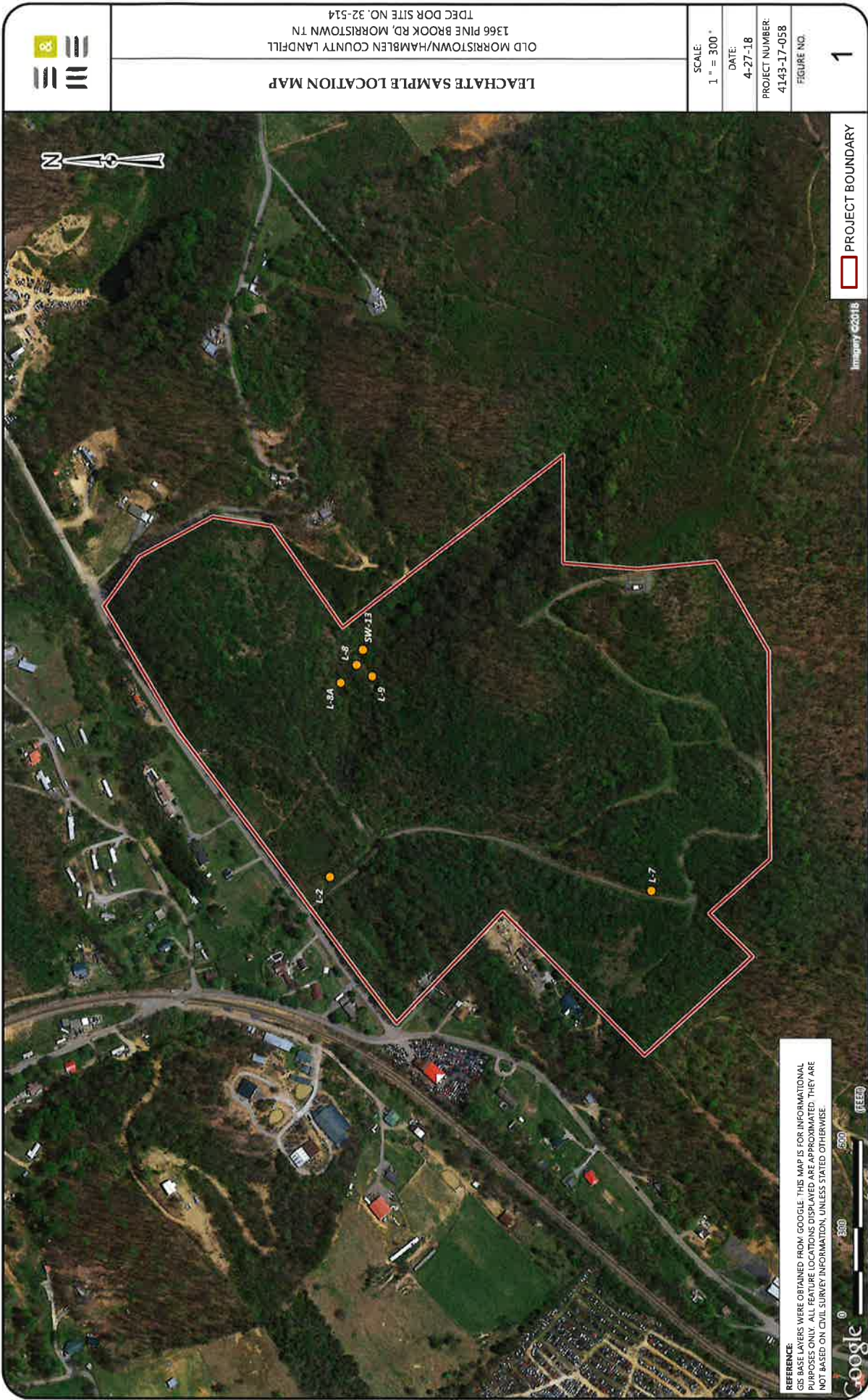
A blue ink signature of Nathan J. Peterson.

Nathan J. Peterson, PG
Project Manager

A blue ink signature of Elizabeth M. Porter.

Elizabeth M. Porter, PG, PMP
Senior Project Manager

Attachments: Leachate Sample Location Map (Figure 1)
Table L-1 – Analytical Parameters for Leachate Samples
Change to Agreement for Services Form CA-071



REFERENCE:
GIS BASE LAYERS WERE OBTAINED FROM GOOGLE. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

LEACHATE SAMPLE LOCATION MAP

SCALE:
1" = 300'

DATE:
4-27-18

PROJECT NUMBER:
4143-17-058

FIGURE NO.
1



OLD MORRISTOWN/HAMBLETON COUNTY LANDFILL
1366 PINE BROOK RD, MORRISTOWN TN
TDEC DOR SITE NO. 32-514

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

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

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

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

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

5. Monitoring and Reporting Requirements

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

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

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

5.1 Analytical Monitoring Requirements

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

**CHANGE TO AGREEMENT FOR SERVICES**

Form CA-071

Date: July 31, 2019		Job Number: 4143-17-058		Change Number: 41-1700404C3	
S&ME, Inc. (hereafter Consultant)			Client Name: City of Morristown (hereafter Client)		
Address: 1413 Topside Road City: Louisville State: TN Zip: 37777			Address: 100 West First North Street City: Morristown State: Tennessee Zip: 37814		
Telephone: 865-970-0003 Fax:			Telephone: 423-585-4614 Fax:		
PROJECT					
Project Name: Old Morristown Landfill Additional Environmental Services					
Project location: (Street Address) Pinebrook Road					
City: Morristown		State: TN		Zip: 37814	
AGREEMENT FOR SERVICES					
Date of Agreement For Services between Client and Consultant: August 22, 2017					
WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project.					
WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client.					
NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.					
CHANGE TO AGREEMENT FOR SERVICES					
The above identified Agreement For Services is changed pursuant to proposal number: 41-1700404C3 dated: 7/31/19					
This Change will extend the time required for completion of the Agreement: see Change Order 41-1700404C3					
The total agreement amount after this Change to Agreement For Services: see Change Order 41-1700404C3					
CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES.					
Agreed to and executed by Client's and Consultant's authorized representatives.					
CLIENT: _____			S&ME, Inc.		
BY: _____ <small>(Signature)</small>			BY: _____ <small>(Signature)</small>		
_____ (Print Name / Title)			_____ (Print Name / Title)		
DATE: _____			DATE: _____		
Client's FAXED or DIGITAL signature to be treated as original signature					