

FINANCE COMMITTEE

October 1, 2019

2:30 p.m.

WORK SESSION

October 1, 2019

4:00 p.m.

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
October 1, 2019
5:00 p.m.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Charles Mills, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 17, 2019

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3642

Entitled an Ordinance to Close and Vacate certain Rights-of-Ways within the City of Morristown {*Portion of North James Street public right-of-way north of the intersection of E. 6th North Street, the general location being shown on the attached Exhibit A*}.

2. Ordinance No. 3643
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2 (General Zoning Provisions) of the Morristown Municipal Code (Detached Accessory Structure).
3. Ordinance No. 3644
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 12 (Fire and Construction Codes), Title 13 (Property Maintenance), Title 14 (Zoning and Land Use Control), Title 16 (Streets and Sidewalks, Etc.), and Title 17 (Refuse And Trash Disposal) (Code Enforcement Citations).

9. NEW BUSINESS

9-a. Resolutions

1. Resolution _____
A Resolution Authorizing the City of Morristown to Participate in the Public Entity Partners' James L. Richardson "Driver Safety" Matching Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance _____
An Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 13, Chapter 3 [Tree Ordinance] of the Morristown Municipal Code.
{Public Hearing October 15, 2019}

9-c. Awarding of Bids/Contracts

1. Approval of Financial Advisor Contract between the City of Morristown and Cumberland Securities.
2. Approval of Lease Agreement with Tuff Torq Corporation for use of property in East Tennessee Progress Center (ETPC).
3. Acceptance of the Donation of a Toro Sand Pro 2040Z (#08706TC-314000120) from Tuff Torq Corporation to the City of Morristown Parks and Recreation Department.
4. Acceptance of a Donation of Forty (40) Yoshino Cherry Trees from Tuff Torq Corporation to the City of Morristown to be planted and maintained at Heritage Park.
5. Approval of Change Order No. 5 with Burke-Ailey Construction Co., Inc. for Petoskey Plastics – Site Improvements Phase III by decreasing the contract amount by \$174,029 for a new total contract amount of \$414,889.

6. Approval of Task Order No. 2 with Mattern & Craig in the amount of \$24,500 to provide Engineering Services for a Traffic Impact Analysis for the E. Morris Boulevard Rehabilitation Project.
7. Approval to Declare 2014 Dodge Charger and Property from Morristown Fire Department as Surplus.
8. Acceptance of the Tennessee Highway Safety Grant for the Morristown Police Department.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

October 1, 2019	Tuesday	2:30 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
November 5, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
November 5, 2019	Tuesday	4:00 p.m.	Work Session - Council Agenda Review
November 5, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 19, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 19, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 28-29, 2019	Thurs/Fri		City Employee's Holiday Thanksgiving
December 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
December 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2019	Wednesday		City Employee's Holiday Christmas Day

WORK SESSION AGENDA

October 1, 2019

1. TCAT
2. LAMTPO / ETHRA - Fixed Bus Routes & Bus Stop Structures

[Return to Agenda](#)

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
September 17, 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, September 17, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Reverend Cynthia Thompson, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the September 3, 2019 minutes as circulated. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Ordinance 3642 on first reading and schedule a Public Hearing for October 1, 2019. Councilmember A'Hearn seconded the motion and upon rollcall; all voted "aye".

Ordinance No. 3642

Entitled an Ordinance to Close and Vacate certain Rights-of-Ways within the City of Morristown {*Portion of North James Street public right-of-way north of the intersection of E. 6th North Street, the general location being shown on the attached Exhibit A*}.

Councilmember Pedigo made a motion to approve Ordinance 3643 on first reading and schedule a Public Hearing for October 1, 2019. Councilmember A'Hearn seconded the motion and upon rollcall; all voted "aye".

Ordinance No. 3643

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2 (General Zoning Provisions) of the Morristown Municipal Code (Detached Accessory Structure).

Councilmember Senter made a motion to approve Ordinance 3644 on first reading and schedule a Public Hearing for October 1, 2019. Councilmember Smith seconded the motion and upon rollcall; all voted "aye".

Ordinance No. 3644

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 12 (Fire and Construction Codes), Title 13 (Property Maintenance), Title 14 (Zoning and Land Use Control), Title 16 (Streets and Sidewalks, Etc.), and Title 17 (Refuse And Trash Disposal) (Code Enforcement Citations).

Councilmember Bivens made a motion to award the bid for Self-Contained Breathing Apparatus (SCBA) for the Fire Department to the best and lowest bidder, Municipal Emergency Services. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the surplus property as recommended by Fleet Management as listed below. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Out of Date Tires - Brand	Description	Quantity
CARL T SAVER	18X8.50X8	3
CARL T/S	22X9.50X12	2
CARL T/S	20X9.00-10	1
TITAN S,TREC2	13X6.50-6	4
CARL T/S	16X6.50-8	3
CARL SAWTOOTH	4.10-5	3
CARL T/S	11X4.00-5	2
CARL T/S	13X6.5-6	2
SPORT TRAC	20.5X8.50-8	1
TITAN AT489	23X8-12	2
WANLI S-3074	8R19.5	4
GOODYEAR 622	225/70R19.5	2
MICHELIN XZY3	12R22.5	1
GOODYEAR 386	12.00R20	2
DOUBLE CONTINENTAL	10.00R20	1
YELLOW SEA	12R22.5	4
BRIDGESTONE R294	225/70R22.5	2
GOODYEAR G 159	11.00R20	2
YELLOW SEA	11.00R20	1
DICO ST SPORT TRAX	20.5X8.0-10	1
DEESTONE	18X9.50-8	1
U-GRASSMASTER OTR	24X12.00-12	2
U-WINTERMASTER PLUS	P225/75 R15	6
CARLISLE - TURF MASTER	24X12.00-12	2
GOODYEAR EAGLE RSA	P225/60/R16	8
GOODYEAR WRANGLER USED	265/70R/17	3
BRIDGESTONE R296	315/80/225	1
BRIDGESTONE R294	255/70R/225	2
GOODYEAR G149 RSA	12R/225	1
CARLISLE TURF TAMPER AT	22/11-8	1
TRANSMASTER	15X6X6	1
GOODYEAR G662 LRG	11R22.5	2
GOODYEAR WRANGLER AT	LT225/75R16	2
UNIROYAL LARADO	P235/70R16	1
GOODYEAR WRANGLER	LT245/78R17	2
CONTINENTAL TR	LT275/70R18	2
LOAD STAR TRAILER	7.00-15LT	1
TRAILER	8.75-16.5	2
GOODYEAR G286	425/65R22.5	1
TOTAL TIRES TO SURPLUS		84
PUBLIC WORKS DESK		1

Councilmember Senter made a motion to approve the contract with Skilled Services Quality Construction, LLC in the amount of \$484,310 for the Morristown Multi-Park Improvements (Civic Park, Hillcrest Park, Popkin Field and Wayne Hansard Park). Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the contract with RCS Productions Inc. in the amount of \$17,215 to provide equipment, staff/crew and production services for the Salute to Heritage Park, Grand Opening Celebration entertainment. Councilmember A'Hearn seconded the motion and upon roll call; Councilmember A'Hearn, Pedigo, Senter and Smith all voted "aye". Councilmember Bivens and Garrett voted "no".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided: Linda Noe spoke.

Mayor Gary Chesney adjourned the September 17, 2019 Morristown City Council meeting at 5:27 p.m.

Mayor

Attest:

City Administrator

ORDINANCE NO. 3642

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

*{Portion of North James Street public right-of-way north of the intersection of
E. 6th North Street, the general location being shown on the attached Exhibit
A.}*

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

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

NOW THEREFORE:

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

Beginning at the point of intersection of the western boundary of the N. James St. right-of-way, the northern boundary of E. 6th N. St. right-of-way, and Parcel 002.00 of Hamblen County Tax Map 033E Group F and heading in a northerly direction along the western boundary N. James St. right-of-way to the intersection of the northern boundary of said right-of-way and the boundary of Parcel 010.00 of Hamblen County Tax Map 034H Group F; Thence in a easterly direction along the northern boundary of N. James St. right-of-way to the point of intersection of said right of way with Parcel 010.00 of Hamblen County Tax Map 034H Group F and Parcel 002.00 of Hamblen County Tax Map 033E Group F; Thence in a southerly direction along the eastern boundary of N. James St. right-of-way to the intersection of said right-of-way, Parcel 002.00 of Hamblen County Tax Map 033 E Group F, and the northern boundary of E. 6th N. St. right-of-way; Thence in a westerly direction along the northern boundary of E. 6th N. St. right-of-way to the point of beginning.

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

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

Passed on first reading the 17th day of September 2019.

Mayor

ATTEST:

City Administrator

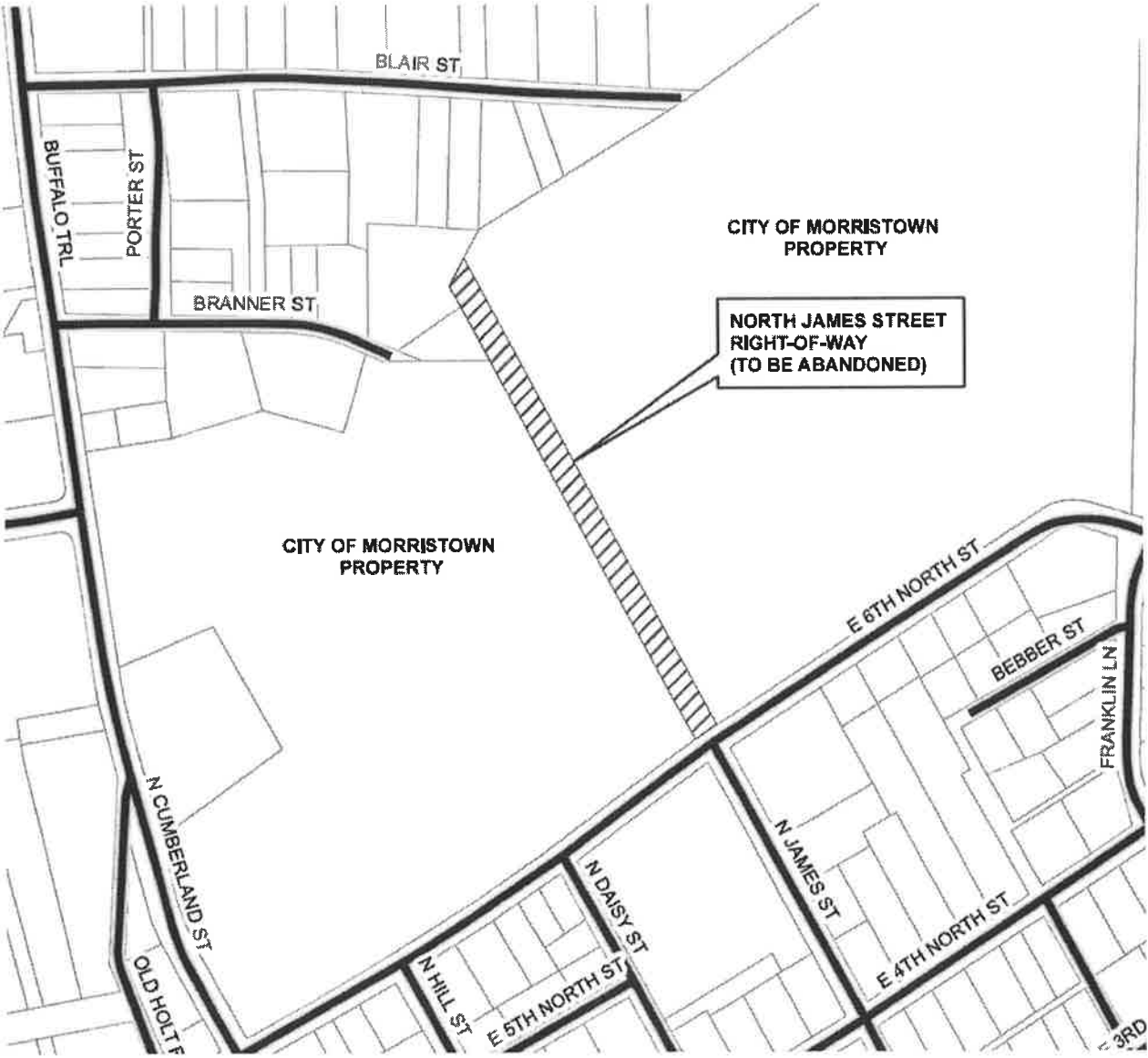
Passed on second and final reading this the 1st day of October 2019.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner 
DATE: September 17th, 2019
SUBJECT: Right-of-Way Abandonment for a portion of North James St.

BACKGROUND:

The City of Morristown is requesting the right-of-way abandonment for the portion of N. James St. that is north of the intersection of E. 6th North Street. This public right-of-way is located in the soon to be open Heritage Park. In preparation of opening this park, the city is currently in the process of platting all the parcels together and there is no need to maintain this road as a public right-of-way into the future.



RECOMMENDATION:

Staff recommends approval of this right-of-way abandonment request and the Morristown Regional Planning Commission voted in support of this request by 9-0 margin at their September meeting.

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ORDINANCE NO. 3643

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

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2 General Zoning Provisions be approved as follows:

Chapter 2, 14-203 Definitions

17. **ALTERNATIVE ENERGY SYSTEMS** means any systems that utilize energy derived from resources that are regenerative or for all intents and purposes cannot be depleted and is generally thought of as an alternative to conventional energy supplied by combustion of fossil fuels. These include but are not limited to: solar energy, wind energy, biofuels, hydroelectric power, etc.

84. **DETACHED ACCESSORY STRUCTURE** means a structure that is located on the same parcel as the primary structure; not attached to the primary structure; and the use is customarily accessory and incidental to that of the primary structure.

85. **DETACHED GARAGE** is an accessory structure that is not attached to the primary structure and is fully enclosed and the intended use is for motor vehicle storage.

86. **DETACHED PERMANENT CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. The carport shall be open on at least two sides and be permanently affixed to a foundation.

87. **DETACHED PORTABLE CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. Such structure shall not be permanently affixed to a foundation. (1) Portable carports must remain open on all 4 sides with no sidewalls. (2) Portable carports must be anchored in such a manner as to prevent uplift by wind. (3) Portable carports may not be permanently anchored to concrete slabs or footings or otherwise anchored in a manner that would impede easy removal and portability.

Example:



148. **MOBILE STORAGE UNITS** means any structure that is built for storage and is designed to be easily moved from one location to another.

190. SEMI-TRAILERS is a trailer without a front axle that is designed to be attached to a truck for transport.

193. SHIPPING CONTAINERS is a container with strength suitable to withstand shipment, storage, and handling. Shipping containers usually refer to large reusable steel boxes that are intended to be used for intermodal shipments.

210. SWIMMING POOL means any structure that is intended for swimming, recreational bathing or washing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground pools; hot tubs; spas and fixed in-place wading pools.

214. TEMPORARY ACCESSORY STRUCTURE is a building or other structure that is erected on a seasonal or other temporary basis for up to ninety (90) days.

Chapter 2, 14-212 Detached Accessory Structures

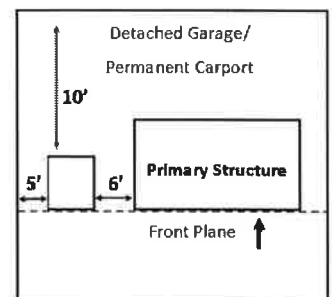
1. All Accessory Structures shall:

- a. Be accessory, clearly incidental, and subordinate in area to the principal structure
- b. Be located on the same lot as the principal use or structure;
- c. Be constructed on or after the date when the principal structure is constructed
- d. Be maintained in a safe, sanitary, and secure fashion
- e. Not exceed two (2) stories in height or exceed the height of the principal structure.
- f. Not be located within any platted or recorded easements or over underground utilities.
- g. Structures greater than one-thousand (1000) square feet and/or two (2) stories in height must be constructed of similar materials as the principal dwelling.

2. Accessory Structures in Residential Districts

a. Detached Garage/Permanent Carport

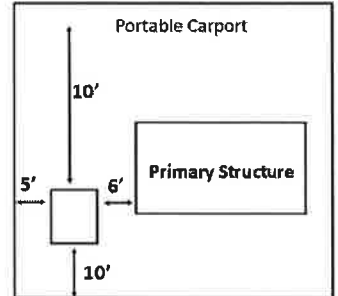
- 1) The garage/permanent carport shall only be permitted in the side and rear yard.
- 2) The garage/permanent carport shall not be located any closer than the front plane of the principal building or sixty (60) feet from the front property line, whichever is less.
- 3) The garage/ permanent carport shall be setback a minimum of five (5) feet from the side property line



- 4) The garage/permanent carport shall be setback a minimum of ten (10) feet from the rear property line.
- 5) The garage/permanent carport shall be located no closer than six (6) feet to the principal building.

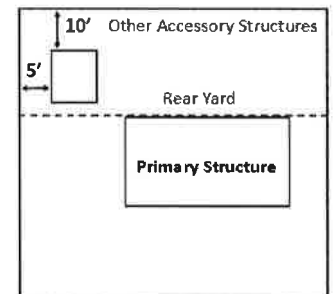
b. Detached Portable Carport:

- 1) The detached portable carport shall be setback a minimum of ten (10) feet from the front and rear property lines.
- 2) The detached portable carport shall setback a minimum of five (5) feet from the side property line.
- 3) The detached portable carport shall be located no closer than six (6) feet from the principal building.



c. Other Detached Accessory Structure (DAS)

- 1) The DAS shall only be permitted in the rear yard behind the principal building.
- 2) The DAS shall be setback a minimum of five (5) feet from side property line.
- 3) The DAS shall be setback a minimum of 10 (10) feet from rear property line.
- 4) The DAS shall be located no closer than six (6) feet to the principal building.



d. Maximum of two (2) accessory structures per lot. In-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement. The total combined square footage of all accessory structures cannot exceed the maximum allowed per the following:

- 1) Lots of 15,000 sq ft. or less: Maximum of 750 sq ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- 2) Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- 3) Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

e. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

3. Accessory Structures in Non-residential districts

- a. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory

structured for storage or human occupancy on any non-residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

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

Passed on first reading this the 17 day of September 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 1 day of October 2019.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



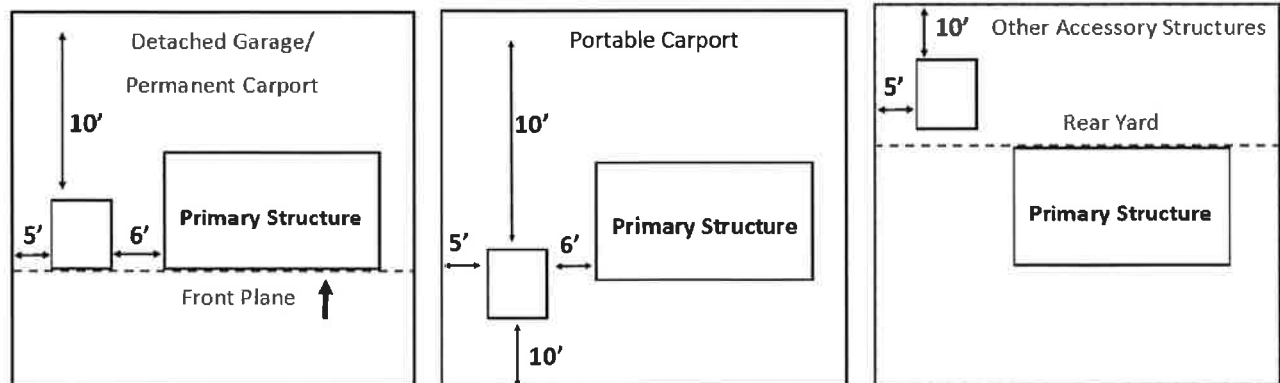
TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: September 17th, 2019
SUBJECT: Text Amendment – Detached Accessory Structures

BACKGROUND:

As part of our ongoing effort to update our zoning ordinance, staff has decided to bring forth a text amendment to Section 14-212 that discusses Detached Accessory Structures. Currently, the zoning ordinance allows any accessory structure(s) as long as it meets the required setbacks and does not exceed the maximum lot coverage. Thus, we felt the need to update this section to better regulate the location, the number, the size, and the types of structures permitted.

Location:

Under the existing ordinance, accessory structures may be permitted anywhere on a residential parcel as long as they meet the setback requirements. Staff is proposing that we differentiate between different types of accessory structures to determine their location on a parcel. The different types include detached garages/permanent carports, portable carports, and all other accessory structures. Detached garages/permanent carports must be behind the front plane of the principal structure or be at least 60' from the front property line. Detached portable carports must be setback at least 10' from the front property line. All other detached accessory structures are only permitted in the rear yard behind the principal structure. Beyond this, all accessory structures must be setback at least 5' from the side yard, 10' from the rear yard, and at least 6' from all other structures.



Number:

There is currently no limitation on the number of accessory structures a parcel is permitted to have as long as it does not exceed maximum 30% lot coverage. Thus, we are proposing to limit the number of accessory structures to two (2) per parcel. However, it should be noted that in-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement.

Size:

Currently, the code allows for accessory structures to be as large as or even larger than the principal structure as long as no more than 30% of the lot is covered. Thus, there is a need to place a maximum size provision in this section. We are proposing that the maximum size of the accessory structure(s) on a parcel be based on the lot size or the principal building's footprint:

- a. Lots of 15,000 sq ft. or less: Maximum of 750 sq ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- b. Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- c. Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

This gives flexibility to those with larger building footprints while also ensuring that the accessory structure remains subordinate in size to the principal structure.

Prohibited Structures:

A crucial part of this text amendment is that we are proposing to prohibit the use of mobile storage units such as semi-trailers, converted vans/buses, and shipping containers as permanent accessory structures. Currently, these can be permitted as a legal accessory structures and examples of such can be seen throughout the city. Temporary accessory structures such as the metal pods used for moving can be utilized but only for a temporary basis.

Relating to the material of structure, staff is proposing that all structures that are 1,000 square feet in size or larger and/or two (2) stories in height must be constructed of similar materials as the principal structure.

Finally, several definitions are also being added to the zoning ordinance to help clarify and assist in regulating this section.

RECOMMENDATION:

Staff recommends approval of the proposed accessory structure text amendment and the Morristown Regional Planning Commission voted in support of this request at their May meeting by an 8-0 margin.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: September 17th, 2019
SUBJECT: Text Amendment – Accessory Structures

14-203 DEFINITIONS

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Example:



14-212. LOCATION OF DETACHED ACCESSORY BUILDINGS ON RESIDENTIAL LOTS
(3360-04/07/2009)

A detached accessory building in any Residential District or on any lot containing a principal building whose ground floor is used for residential purposes shall conform to the following regulations:

- 1) — No detached accessory building shall be within sixty (60) feet of the front property line.
- 2) — No detached accessory building shall be more than two (2) stories in height or exceed the height of the principal structure.
- 3) — No detached accessory building shall be located nearer than five (5) feet to any side lot line.
- 4) — No detached accessory building shall be located nearer than ten (10) feet to any rear lot line.
- 5) — No detached accessory building shall be located nearer than six (6) feet to the principal building.
- 6) — No detached accessory building shall be located within platted or recorded easements or over underground utilities.

14-212. DETACHED ACCESSORY STRUCTURES

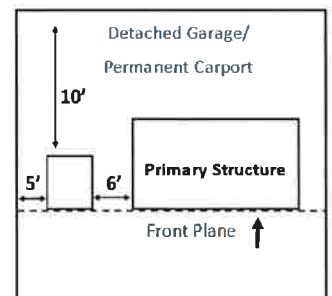
1. All Accessory Structures shall:

- a. Be accessory, clearly incidental, and subordinate in area to the principal structure
- b. Be located on the same lot as the principal use or structure;
- c. Be constructed on or after the date when the principal structure is constructed
- d. Be maintained in a safe, sanitary, and secure fashion
- e. Not exceed two (2) stories in height or exceed the height of the principal structure.
- f. Not be located within any platted or recorded easements or over underground utilities.
- g. Structures greater than one-thousand (1000) square feet and/or two (2) stories in height must be constructed of similar materials as the principal dwelling.

2. Accessory Structures in Residential Districts

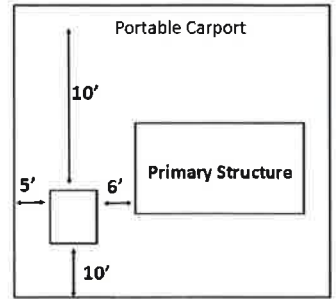
a. Detached Garage/Permanent Carport

- 1) The garage/permanent carport shall only be permitted in the side and rear yard.
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- 5) The garage/permanent carport shall be located no closer than six (6) feet to the principal building.



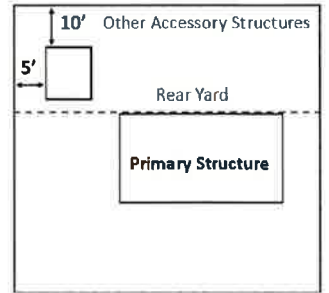
b. Detached Portable Carport:

- 1) The detached portable carport shall be setback a minimum of ten (10) feet from the front and rear property lines.
- 2) The detached portable carport shall be setback a minimum of five (5) feet from the side property line
- 3) The detached portable carport shall not be located any closer than six (6) feet from the principal building.



c. Other Detached Accessory Structure (DAS)

- 1) The DAS shall only be permitted in the rear yard behind the principal building.
- 2) The DAS shall be setback a minimum of five (5) feet from the side property line.
- 3) The DAS shall be setback a minimum of ten (10) feet from the rear property line.
- 4) The DAS shall be located no closer than six (6) feet to the principal building.



d. Maximum of two (2) accessory structures per lot. In-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement. The total combined square footage of all accessory structures cannot exceed the maximum allowed per the following:

- 1) Lots of 15,000 sq ft. or less: Maximum of 750 sq ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- 2) Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- 3) Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

e. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

3. Accessory Structures in Non-residential districts

- a. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any non-residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

ORDINANCE NO. 3644

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES), TITLE 13 (PROPERTY MAINTENANCE), TITLE 14 (ZONING AND LAND USE CONTROL), TITLE 16 (STREETS AND SIDEWALKS, ETC), AND TITLE 17 (REFUSE AND TRASH DISPOSAL)

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 12 (fire and construction codes), Title 13 (property maintenance), Title 14 (zoning and land use control), Title 16 (streets and sidewalks, etc.), and Title 17 (refuse and trash disposal) shall be amended to include the following:

Title 12 Fire and Construction Codes

Sec. 12-302 Building Codes Adopted

The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 13 Property Maintenance

Sec. 13-101. Health officer and codes enforcement officer.

The "health officer" and "codes enforcement officer" shall be such city, county, or state officer(s)-as designated by the city administrator shall appoint or designate to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 14 Zoning and Land Use

SEC. 14-1901. Enforcing officers

The provisions of this ordinance shall be administered and enforced by the City Administrator or their designee. This official shall have the right to enter upon premises for the purpose of making inspections of buildings or premises necessary to carry out his duties in the enforcement of this ordinance. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

Sec. 16-112 – Hedges, Trees, Etc., at intersections.

It shall be unlawful for any property owner or occupant to have or maintain on his property any tree, hedge, billboard, or other obstruction which prevents persons driving vehicles on public streets or alleys from obtaining a clear view of traffic when approaching an intersection. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

Sec. 16-113. - Trees projecting over streets, etc,

It shall be unlawful for any property owner or occupant to allow any limbs of trees on his property to project out over any street, alley or sidewalk at a height of less than 14 feet. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

Sec. 16-116. - Storing wrecked or abandoned vehicles on streets prohibited

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, city owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city, or special police officer, pursuant to *T.C.A. §7-63-101, et seq.*, that has been designated by the City Administrator and/or City Council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.

Title 17 Refuse and Trash Disposal

Sec. 17-112. - Service of orders by the public works department.

It shall be the duty of the public works department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified. by the inspections department. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant

to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

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

Passed on first reading the 17th day of September, 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 1st day of October, 2019.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director
DATE: September 17, 2019
SUBJECT: Text Amendment – Code Enforcement Citations

BACKGROUND:

This is a proposed text amendment to allow the Code Enforcement Office to issue citations for violations of Title 12, Fire and Construction Codes, Title 13, Property Maintenance Code, Title 14, Zoning Ordinance, Title 16, Streets and Sidewalks, Title 17, Trash and Refuse, and Title 18, Water and Sewers.

In January 2018, the Code Enforcement Office was moved from the Police Department to Community Development and Planning. With the change to a civilian code enforcement officer, the code office lost the ability to issue citations. Under the current City Codes, only Police Officers can issue citations. Therefore, if there is a code violation the Code Enforcement Office must first go out and investigate the complaint, then bring a Police Officer out to view the violation and write the citation. Often the officer is not familiar with the above-mentioned codes. Amending the code should make this process more efficient requiring less manpower and reduce the time to process the citation.

Staff is proposing to add the following language to Title 12, Fire and Construction Codes, Title 13, Property Maintenance Code, Title 14, Zoning Ordinance, Title 16, Streets and Sidewalks, Title 17, Trash and Refuse, and Title 18, Water and Sewers.

The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A.* §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES), TITLE 13 (PROPERTY MAINTENANCE), TITLE 14 (ZONING AND LAND USE CONTROL), TITLE 16 (STREETS AND SIDEWALKS, ETC), AND TITLE 17 (REFUSE AND TRASH DISPOSAL)

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Title 13 Property Maintenance

Sec. 13-101. Health officer and codes enforcement officer.

The "health officer" and "codes enforcement officer" shall ~~be such city, county, or state officer(s) as designated by~~ the city administrator ~~shall appoint or designate~~ to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 14 Zoning and Land Use

SEC. 14-1901. Enforcing officers

The provisions of this ordinance shall be administered and enforced by the City Administrator or their designee. This official shall have the right to enter upon premises for the purpose of making inspections of buildings or premises necessary to carry out his duties in the enforcement of this ordinance. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

Sec. 16-112 – Hedges, Trees, Etc., at intersections.

It shall be unlawful for any property owner or occupant to have or maintain on his property any tree, hedge, billboard, or other obstruction which prevents persons driving vehicles on public streets or alleys from obtaining a clear view of traffic when approaching an intersection. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

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Title 16 Streets and Sidewalks, etc.

Sec. 16-116. - Storing wrecked or abandoned vehicles on streets prohibited

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, city owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city, or special police officer, pursuant to T.C.A. §7-63-101, et seq., that has been designated by the City Administrator and/or City Council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.

Title 17 Refuse and Trash Disposal

Sec. 17-112. - Service of orders by the public works department.

It shall be the duty of the public works department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified. ~~by the inspections department.~~ The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

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

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

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: September 20, 2019

Agenda Item:

Prepared by: Larry Clark

Subject: Driver's Safety Grant from Public Entity Partners

Background / History: This is a grant that the City has applied for in the past.

Findings / Current Activity: This grant will help offset costs for Motor Vehicle License checks and for monthly GPS services on Public Works Vehicles.

Financial Impact: Provides additional revenue for City's expenditures.

Action options / Recommendations: Approval of Grant.

Attachments: None

**RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN,
TENNESSEE, TO PARTICIPATE IN the Public Entity Partners'
James L. Richardson “*Driver Safety*” Matching Grant Program.**

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

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

WHEREAS, Public Entity Partners seek to encourage the establishment of a safe workplace by offering a “*Driver Safety*” *Matching Grant Program*; and

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

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

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

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

Resolved this the 1st day of October 2019.

MAYOR

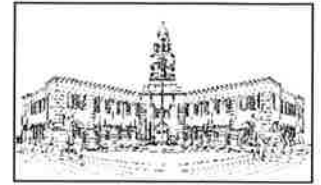
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SNT*
DATE: September 17, 2019
SUBJECT: Text Amendment – Title 13, Chapter 3, Tree Ordinance

BACKGROUND:

The proposed text amendments are minor in nature. The first change would include the City Horticulturist as a Tree Board member. The other more significant change would make the four city staff employees who serve on the Board (Public Works Director, Parks and Recreation Director, City Horticulturist, and the City Administrator designee) Board non-voting members. City staff should service in an advisory capacity and not voting members.

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 13, CHAPTER 3 [TREE ORDINANCE] OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that text of Title 13, Chapter 3 (Tree Ordinance) shall be amended to include the following:

Sec. 13-302. - Definitions.

City Horticulturist means a city employee responsible for the city's tree program.

Sec. 13-303. - Administration.

The city administrator shall be responsible for carrying out this chapter:

- (1) Creation of a tree board. There is hereby created a tree board for the city, which shall consist of 14 members, five members at large who are citizens and residents of the city or the city's urban growth boundary and one city council member that shall be appointed by the mayor with the approval of city council, and eight standing members of the board which shall include: the Morristown Public Works Director, the Morristown Parks and Recreation Director, the City Horticulturist, the City Administrator or his or her designee, a Morristown Utility Systems representative, a representative from the local state Division of Forestry, a representative from the state Soil Conservation Service, and a representative from the local Keep America Beautiful affiliate or their designated representative.
- (2) Term of office. Appointed members shall serve three-year terms, except the first board which will have two members appointed for one year and three members appointed for two years. In the event that a vacancy shall occur during the term of any member, that member's successor shall be appointed for the unexpired portion of the term. No member shall serve more than two successive terms.
- (3) Operation. The board shall choose its own officers, make its own administrative rules and regulations, and keep a record of its proceedings. Copies of the minutes shall be available to the governing body after each Tree Board meeting. Each board member or his/her duly appointed designee shall have a voting privilege on any issue that may come before the board to vote, except for the four city staff employees (Public Works Director, Parks and Recreation Director, City Horticulturist, and the City Administrator designee, who shall be non-voting members. The voting shall carry or fail by simple majority of those present and casting votes. The results of voting shall be recorded in the minutes of such meeting.

(4) Duties and responsibilities. The duties of the tree board shall include, but not be limited to the following:

- a. Promote proper tree pruning procedures;
- b. Coordinate tree-related activities;
- c. Conduct an Arbor Day ceremony;
- d. Provide tree information to the community;
- e. Maintain a recommended tree list for the community;
- f. Recognize groups and individuals completing tree projects;
- g. Coordinate publicity concerning trees and tree programs;
- h. Coordinate donations of trees or money to purchase trees;
- i. Hear citizen concerns regarding tree problems during scheduled meetings;
- j. Perform other tree related duties and opportunities that arise from time to time.

The tree board may consult with arborists, foresters and others with specific expertise in the subject area when performing their duties and responsibilities. Any compensation or contracts for services performed by such experts or professionals shall be approved by the city council.

(5) Compensation. Members of the board shall serve without compensation.

(6) Review by city council. The city council shall have the right to review the conduct and acts of the tree board. Any person may appeal any ruling of the tree board to the city council who may hear the matter and make a final decision.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

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

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

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator

CHAPTER 3

TREE ORDINANCE

Sec. 13-301. - Tree ordinance.

The purpose of this tree ordinance is to provide a mechanism for the management of trees and woody vegetation in the city. Since adoption of an ordinance is one of the requirements for Tree City USA recognition, the city hereby adopts this ordinance in order to establish guidelines for tree planting, cutting and care in the city.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-302. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

American Nurseryman Standards means the standards related to size and planting for newly planted landscaping materials as referenced in *The American Standard for Nursery Stock* prepared by the American Nursery and Landscape Association.

~~City forester~~ **City Horticulturist** means a city employee responsible for the city's tree program.

Crownsread means the distance from the ends of branches on one side of the tree, through the trunk, to the ends of the branches on the other side.

Drip line means all points directly underneath the end of the branches.

Mulch means a layer of organic materials placed on the surface of the soil around plants to retain moisture, prevent the growth of weeds, and to hold the soil in place or aid plant growth.

Private tree means a tree growing in an area owned by a private individual, business or commercial establishment, company, or industry, private institution, or other area not owned by government entities.

Pruning means selective removal and thinning of the upper portions of the tree, taking into account the shape and natural structure of the tree.

Public tree means a tree growing in an area owned by the community, including parks, public buildings, and other areas to which the public has free access.

Public utility means that section of local government in charge of electrical, water, sewer, natural gas, telephone or cable television distribution in the community and having responsibility for keeping distribution lines free of hazards, including trees.

Shrub means a self-supporting woody plant, growing 18 inches to 15 feet in height at maturity and characterized by multiple stems and branches continuous from the base; usually not more than ten feet in height at its maturity. Shrubs may be deciduous or evergreen.

Street tree means a tree growing within a public right-of-way along a street, in a median or in a similar area in which the public right-of-way borders areas owned by private individuals.

Topping means arbitrary removal of various portions of the tree, thereby leaving stubs, with no regard for the natural structure of the tree.

Tree means a woody plant with a single trunk or multiple trunk capable of growing to a height of 15 feet or more.

Tree sizes means:

- (1) Small tree. A tree that grows up to 25 feet in height.
- (2) Medium tree. A tree that grows between 25 feet and 45 feet in height.
- (3) Large tree. A tree that grows greater than 45 feet in height.

Utility easement means an easement conveyed, granted or dedicated for utility purposes (stormwater, wastewater, electrical, water systems, etc.).

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-303. - Administration.

The city administrator shall be responsible for carrying out this chapter:

- (1) Creation of a tree board. There is hereby created a tree board for the city, which shall consist of ~~13~~ 14 members, five members at large who are citizens and residents of the city or the city's urban growth boundary and one city council member that shall be appointed by the mayor with the approval of city council, and ~~seven~~ eight standing members of the board which shall include: the Morristown Public Works Director, the Morristown Parks and Recreation Director, the City Horticulturist, the City Administrator or his or her designee, a Morristown Utility Systems representative, a representative from the local state Division of Forestry, a representative from the state Soil Conservation Service, and a representative from the local Keep America Beautiful affiliate or their designated representative.
- (2) Term of office. Appointed members shall serve three-year terms, except the first board which will have two members appointed for one year and three members appointed for two years. In the event that a vacancy shall occur during the term of any member, that member's successor shall be appointed for the unexpired portion of the term. No member shall serve more than two successive terms.
- (3) Operation. The board shall choose its own officers, make its own administrative rules and regulations, and keep a record of its proceedings. Copies of the minutes shall be available to the governing body after each Tree Board meeting. Each board member or his/her duly appointed designee shall have a voting privilege on any issue that may come before the board to vote, except for the four city staff employees (Public Works Director, Parks and Recreation Director, City Horticulturist, and the City Administrator designee, who shall be non-voting members. The voting shall carry or fail by simple majority of those present and casting votes. The results of voting shall be recorded in the minutes of such meeting.

- (4) Duties and responsibilities. The duties of the tree board shall include, but not be limited to the following:
- a. Promote proper tree pruning procedures;
 - b. Coordinate tree-related activities;
 - c. Conduct an Arbor Day ceremony;
 - d. Provide tree information to the community;
 - e. Maintain a recommended tree list for the community;
 - f. Recognize groups and individuals completing tree projects;
 - g. Coordinate publicity concerning trees and tree programs;
 - h. Coordinate donations of trees or money to purchase trees;
 - i. Hear citizen concerns regarding tree problems during scheduled meetings;
 - j. Perform other tree related duties and opportunities that arise from time to time.

The tree board may consult with arborists, foresters and others with specific expertise in the subject area when performing their duties and responsibilities. Any compensation or contracts for services performed by such experts or professionals shall be approved by the city council.

- (5) Compensation. Members of the board shall serve without compensation.
- (6) Review by city council. The city council shall have the right to review the conduct and acts of the tree board. Any person may appeal any ruling of the tree board to the city council who may hear the matter and make a final decision.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-304. - Tree planting.

Planting of trees on private property is encouraged, especially in areas where the public may have an extraordinary interest. The tree board will provide information about species, planting techniques, and placement guidelines when requested by residents in conformance with current American Nurseryman Standards (ANSI).

- (1) Tree planting shall be undertaken by the city on all public areas in a systematic manner to assure diversity of age classes and species. Areas to be planted, density, appropriate species, and other aspects of the planting function shall be recommended by the tree board and contained in rules and regulations adopted by the board as well as current ANSI standards.
- (2) Size. All nursery stock planted on public property will conform to the most current ANSI nursery standards.
- (3) Grade. Trees to be planted shall be free of insects and diseases, mechanical injuries, and have reasonably straight trunks with a strong leader branch.
- (4) Spacing. Tree spacing shall be in accordance with mature spread.

- (5) Planting near existing objects. Trees shall not be planted within proposed or existing utility easements. In street plantings, no tree may be planted closer than ten feet to a fire hydrant, or utility pole or street light, 15 feet to a driveway/street intersection, or 30 feet from a street/street intersections as defined by sight-distance triangle guidelines. When planting between sidewalks and curbs, six feet between curb and sidewalk is the minimum distance required for small trees, eight feet for medium trees, and ten feet for large trees.
- (6) It is the responsibility of the tree planter to verify location of all utilities and their easements within the vicinity of the planting site in order to avoid personal injury or damage to the utilities.
- (7) Planting techniques. Holes shall be dug to give adequate room for the root system. The diameter of the hole should be at least 12 inches larger than the diameter of the root ball or root system. The depth of planting should be at the same level as the tree had grown previously with 10% of the root ball remaining above grade. Backfill should be the same material that was removed from the hole, with no additives except low nitrogen fertilizer which may be added if the tree board deems it necessary. Holes dug by power augers must have their sides chipped by a hand shovel to break glazing affected by the auger. Trees may be guyed in windy areas, or other areas where support is determined necessary by the tree board. All guy wires shall be removed within 18 months.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-305. - Tree care.

- (a) The practice of tree topping, except as the first stage of tree removal, is prohibited on all public trees and is strongly discouraged as a tree care practice for private trees. The standard tree pruning method will be branch collar pruning as opposed to stubs or flush cuts. Large limbs and branches will be pre-cut (three-cut method) to prevent excessive peeling of the bark, followed by cutting the remaining curb.
- (b) Tree maintenance rules and regulations may address pruning, fertilizing, watering, insect and disease control or other tree care activities. The city shall take responsibility for those maintenance activities needed to keep the public trees reasonably healthy and minimize the risk hazard trees could cause to residents and visitors of the city. Determination of maintenance needs will be made by the tree board. Tree care may be accomplished by city personnel or by contract with commercial tree care companies.
- (c) Care and maintenance of private trees are encouraged to minimize safety hazards to people and the health risk to other trees in the community. The tree board will provide information in a timely manner to residents about all aspects of tree care including the latest techniques and procedures currently being practiced.
- (d) Tree pruning in the vicinity of power lines shall be undertaken by the public utility to assure the supply of electricity to its customers. Drop crotch pruning and pruning to laterals are the required methods. Where practicable, the utility shall undertake a program of replacing removed trees with appropriate replacement tree species or cultivars recommended by the tree board.

- (e) Grade changes and trenching within the crownsread (ends of branches) of public trees should be conducted in such a way as to minimize root system damage. Owners of private trees are encouraged to consult the tree board before proceeding with these activities.
- (f) The tree board may recommend to the appropriate city department when trees in public areas need care such as pruning, fertilization or treatment.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-306. - Tree removal.

- (a) Dead, diseased and dying trees that pose a safety or health risk to residents, utility lines, service lines or to other trees shall be removed in a timely manner. This section applies to public trees, but it is recommended for private trees as well. The tree board will make the risk determination for public trees.
- (b) Tree removal to ground level is considered part of the public tree removal process.
- (c) Sprout control following tree removal will be accomplished by mechanical or chemical means. Any chemical used in sprout control shall be registered with the Environmental Protection Agency and used according to the manufacturer's specifications.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

Sec. 13-307. - Protection from construction, development and land use changes.

The city maintains that it is in the best interest of all concerned to save as many existing trees as practical. In this interest, as it pertains to commercial and residential development, the city may adopt regulations requiring developers and builders to create tree impact plans prior to removal of any tree from project sites. The regulations adopted by the city may further require minimum tree densities for different classes or types of developments, and developers/builders may be required to plant trees to meet such density requirements. The tree board will assist the city in drafting the regulations to be adopted, or by providing recommendations for regulations which should be adopted. Regulations adopted by the city may be incorporated into the subdivision regulations, to be enforced by the planning commission, or may be incorporated into the zoning ordinance, to be enforced by the board or official having authority over zoning issues.

(Ord. No. 2639, 7-1991; Ord. No. 3467, 4-2013)

MUNICIPAL ADVISORY AGREEMENT
BETWEEN
CITY OF MORRISTOWN, TENNESSEE
AND
CUMBERLAND SECURITIES COMPANY, INC.

THIS AGREEMENT entered into this 1st day of October, 2019, by and between CITY OF MORRISTOWN, TENNESSEE (hereinafter referred to as the “Issuer” or the “City” or the “Municipality”), and CUMBERLAND SECURITIES COMPANY, INC., Independent Consultants on Municipal Finance, Knoxville, Tennessee (hereinafter referred to as “Municipal Advisor”).

W I T N E S S E T H

WHEREAS, the City Council of the Municipality, pending adoption of its detailed bond resolution on October 15, 2019, hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series (the “Bonds”), in an amount not to exceed \$37,250,000, for the purpose of financing (i) acquisition of land for and the construction, improvement and/or equipping of a community center; (ii) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, industrial parks, storm water drainage systems, water system, sewer system, fire department equipment and buildings, law enforcement buildings and equipment, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological

equipment (the "Projects"); (iii) acquisition of all property, real and personal, appurtenant to the Projects; (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (v) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (vi) payment of costs incident to the issuance and sale of the Bonds; and

WHEREAS, the Issuer may in the future require financing for the purpose of providing funds for capital projects; and

WHEREAS, the Issuer must from time to time provide adequate new facilities or improvements to meet the demands placed on the services provided by the Issuer in order to promote the general welfare of the citizens of the Issuer and its area; and

WHEREAS, the Issuer may from time to time desire to refinance debt issued for previous said projects; and WHEREAS, the Issuer desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of the Issuer's bonds and/or notes; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the Issuer desires that a recognized independent registered municipal advisor be retained in the structuring, marketing and sale of the Issuer's bonds and/or notes; and

WHEREAS, the Issuer has evaluated the capabilities of the Municipal Advisor to the complete satisfaction of the Issuer and has requested the Municipal Advisor to assist and advise the Issuer in matters relating to the Issuer's issuance of bonds or other obligations under terms and conditions decided by the Issuer to be suitable and in the best interest of the Issuer and its citizens.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Issuer and the Municipal Advisor that

Section 1. The Municipal Advisor, working with the Mayor, City Administrator and other Issuer officials and employees, the Issuer's Attorney, the independent Bond Counsel to the Issuer, and other such independent consultants or consulting engineers as may be engaged by the Issuer from time to time, shall assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of bonds or other obligations, including loan agreements.

Section 2. In preparation for the development of any financing plan, or plans, the Municipal Advisor will survey the financial resources of the Issuer to determine its borrowing capacity and analyze the existing debt structure of the Issuer as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the Issuer to determine the most practical, economical way for the Issuer to fund needed public improvements and projects. In addition, the Municipal Advisor will consider any future financing requirements projected by Issuer officials, its consultants (if any) and other experts that may be employed from time to time by the Issuer.

Section 3. Based on the information developed by or other information available to the Municipal Advisor, the Municipal Advisor will submit its recommendations on the financing of the proposed public improvements and projects. The Municipal Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment, and the necessary security provisions designed to make the issues attractive to potential investors. All

recommendations will be based on the Municipal Advisor's experience as to how the debt obligations can best be sold under terms most advantageous to the Issuer, and at the lowest interest cost.

Section 4. In preparing any plan of financing, and in all other services rendered by the Municipal Advisor under this Agreement, it is hereby understood that the Municipal Advisor may rely upon any written data or reports furnished to the Municipal Advisor by the Issuer or its authorized representatives. The Mayor and City Administrator agree to make available to the Municipal Advisor any data, reports, or Issuer personnel for conferences and consultations as may be necessary for the formulation of any financing plans.

Section 5. The Municipal Advisor shall ensure that all the necessary resolutions are prepared for adoption in preparation for the sale and issuance of the bonds, loans and/or notes and that all other necessary proceedings are prepared and executed to complete each sale.

Section 6. The Municipal Advisor will advise on current market conditions, forthcoming bond, loans and note issues, federal tax law considerations, and other general information and economic data which might normally be expected to influence the interest rates or other bidding or sale conditions, so that the date for the sale of the bonds, loans and/or notes can be set at a time, which in the Municipal Advisor's opinion will be most favorable to the Issuer.

Section 7. The Municipal Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, acceptable to the Issuer and the purchaser(s), for their approving legal opinion(s) on the bonds.

Section 8. In connection with any bond sale, the Municipal Advisor shall prepare a “near final” Preliminary and Final Official Statement substantially in accordance with the standards

recommended by the Government Finance Officers Association (the “GFOA”) and will make a national distribution of such “near final” Preliminary Official Statements to potential bidders or purchasers for the bonds and to other interested parties and will furnish the successful bidder(s) or purchasers a reasonable amount of final Official Statements within seven (7) business days from the sale date as required by the Securities and Exchange Commission Rule 15c2-12.

Section 9. The Municipal Advisor will prepare and assemble all necessary information concerning the Issuer for submission to and consideration by one or more of the major rating services (Moody's Investors Service, Inc., and/or Standard & Poor's Rating Services, and/or Fitch Ratings) in connection with a bond sale either independently or in connection with the use of credit enhancement if in the opinion of the Municipal Advisor, such rating(s), would prove to be economically beneficial to the Issuer. The Municipal Advisor will arrange for conferences or meetings (if necessary) with appropriate personnel analyzing the proposed bond issue(s) in anticipation of a rating(s) on such bonds.

Section 10. The Municipal Advisor will advise the Issuer on the use of credit enhancement instruments available from municipal bond insurers or others and provide assistance in seeking such insurance or credit enhancement if in the opinion of the Municipal Advisor, such credit enhancement instrument would prove to be economically beneficial to the Issuer.

Section 11. The Municipal Advisor will engage a major commercial bank in Tennessee (after receiving approval from the Mayor or City Administrator), to serve as the Issuer's Registrar, Paying Agent and Escrow Trustee, if required.

Section 12. The Municipal Advisor will prepare forms and coordinate the submission of all advertisements concerning the sale and issuance of bonds and notes as required by law.

Section 13. If the Issuer and the Municipal Advisor determine that it is advantageous to the Issuer to refund any presently outstanding bonds, loans and/or outstanding notes, the Municipal Advisor will submit a plan of refunding and a computation of projected costs savings, if applicable, to the Director for the Office of State & Local Finance for review as required by Section 9-21-1003, Tennessee Code Annotated.

Section 14. The Municipal Advisor will furnish a representative at the sale to assist and advise the Issuer officials in receiving bids or pricing levels and will tabulate all bids or pricing as well as perform computer verification of the mathematical accuracy of said bids or pricing and the compliance of all bids with the published requirements of the sale, if applicable. In addition, the Municipal Advisor will assist and advise the Issuer in the awarding of the bonds to the successful bidders or purchasers.

Section 15. The Municipal Advisor will supervise all closing proceedings so as to ensure the quickest possible delivery of the debt obligations to the purchaser or purchasers, including having the bond forms printed and ready for signatures of the proper officials.

Section 16. After the sale, the Municipal Advisor will deliver to the Issuer, the Registrar/Paying Agent and/or appropriate officials, a schedule of debt service requirements on the debt obligations.

Section 17. The Municipal Advisor will calculate the “Bond Yield” based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the Issuer on the maximum allowable yield on such debt obligations. If requested, the Municipal Advisor will advise the Issuer on the investment of the proceeds of debt obligations so as to maximize the arbitrage potential under applicable existing laws.

Section 18. The Municipal Advisor will prepare State Form CT-0253, “Report on Debt Obligations” for execution and submission to the State Comptroller's Office by the Issuer and a representative of the Municipal Advisor pursuant to Section 9-21-151, Tennessee Code Annotated within forty-five (45) days after the issuance of any bonds or notes with a maturity of greater than one (1) year.

Section 19. The Municipal Advisor will prepare or cause to be prepared Form 8038-G “Information Return for Tax-Exempt Governmental Bond Issues” and file or cause to be filed the report with the United States Department of the Treasury on or before the 15th day of the second calendar month after the close of the calendar quarter in which any debt is issued.

Section 20. The Municipal Advisor is registered as a Municipal Advisory firm with the U.S. Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”). The Municipal Advisor will maintain all required registrations with the SEC and MSRB. A municipal advisory client brochure is posted on the website of the MSRB (www.msrb.org) that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority. The Advisor will maintain all required registrations with the SEC and the MSRB and the Advisor will disclose any legal or disciplinary events, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation, and other detailed information. The City may electronically access the Advisor’s most recent Form MA and each most recent Form MA-I filed with the Commission at <https://tinyurl.com/SEC-MA-Search>. As of the date of this document, Cumberland Securities Company, Inc. has never had a legal or disciplinary event.

Section 21. The Issuer will be responsible for paying all of the normal bond issuance costs and fees. The normal bond issuance costs that the Issuer will pay will include the following: Bond Counsel fees, registration and paying agent's initial acceptance fees; bond printing costs; any rating agency's fees not associated with bond insurance; costs of preparation, printing and distribution of the Preliminary and Final Official Statements, and all legally required publication costs and if a refunding is involved the acceptance fee of the Escrow Agent and the fee of an accounting firm to verify the accuracy of the escrow fund to defease the bonds or notes being refunded. The Municipal Advisor will bill the Issuer and pay on the Issuer's behalf the above referenced issuance cost unless the Issuer requests to handle such payments itself. It is expressly understood that the Issuer will be responsible for all compensation due (if any) to the Issuer's Attorney, other independent consultants engaged by the Issuer, the annual fees of the Registration and Paying Agent, the annual fee payable to the Municipal Advisor for also serving as the Dissemination Agent and if the Issuer so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Issuer to enhance the sale of the bonds.

Section 22. In addition to the bond issuance cost outlined in Section 21 above, the Issuer agrees that in consideration for the services rendered by the Municipal Advisor at its expense, the Issuer shall pay or cause to be paid to the Municipal Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Municipal Advisor fee for all debt obligations will be mutually agreeable between the Issuer and the Municipal Advisor pursuant to a Fee Letter. The fee for any Municipal advisory activity that does not involve any specific financing by the Issuer, will also be mutually determined by the Municipal

Advisor and the Mayor in consultation with the City Administrator and Assistant City Administrator for Finance and Administration, or the individuals holding the equivalent positions, pursuant to a Fee Letter with Council approval.

Under a contingent fee form of compensation, payment of the Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Issuer, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Municipal Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Municipal Advisory Agreement, the Municipal Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Issuer before its own.

The Municipal Advisor may also serve as the City's Dissemination Agent for which it will receive a separate form of compensation for work completed in accordance with services rendered as Dissemination Agent.

The City hereby recognizes that the Municipal Advisor also receives the use of a Bloomberg license courtesy of Raymond James and Associates. The use of this license is not contingent upon any specific existing or future business. All recommended financings and investments are reviewed by the firm to confirm that that they are suitable for each client.

Section 23. Fees charged for note issues shall be mutually agreed to by the Municipal Advisor and the Mayor in consultation with the City Administrator and Assistant City

Administrator for Finance and Administration, or the individuals holding the equivalent positions, at the time of sale and delivery of the notes with Council approval.

Section 24. The Municipal Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. We will not (i) provide any assurances that any investment made in connection with the Bond or otherwise during our engagement is the best possible investment available for your situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds or an investment fails to close or for default of same.

Section 25. THIS AGREEMENT shall remain in full force and effect concerning the City's issuance of the Bonds from the date of its execution by the parties hereto, unless either of the parties hereto, shall notify the other party in writing of its desire to terminate this Municipal Advisory Agreement. In the event either party to this Municipal Advisory Agreement elects to terminate the agreement in regard to the City's issuance of the Bonds, such termination shall occur thirty (30) days after the date of written notice delivered to the other party. Upon termination of this Municipal Advisory Agreement by the City, the Municipal Advisor shall be paid the fee in full that would be due for all work completed up to the date of cancellation and authorized by the Mayor, City Administrator and City Council.

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Section 26. This Agreement shall take effect immediately.

This 1st day of October, 2019.

CITY OF MORRISTOWN, TENNESSEE

By: _____
Gary Chesney
Mayor
City of Morristown, TN

By: _____
Anthony W. Cox
City Administrator
City of Morristown, TN

CUMBERLAND SECURITIES COMPANY, INC.

By: _____
Chris Bessler
Senior Vice President
Cumberland Securities Company, Inc.

Industrial Development Board of The City of

Morristown

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

September 24, 2019

Mr. Joey Barnard
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Re: Tuff Torq Corporation lease of property

Dear Joey:

At a special called meeting of The Industrial Development Board of the City of Morristown on September 16, 2019, the Board approved of leasing Lots 15 & 16 in the *East Tennessee Progress Center* to Tuff Torq Corporation. The intent for the property is to construct and maintain a track on which off-road vehicles can be tested.

The proposed lease is attached.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb

Attachments

cc: Mr. Tony Cox

REAL ESTATE LEASE AGREEMENT

THIS Real Estate Lease Agreement (“Lease”) is made and entered into and shall be effective this 1st day of October, 2019, by and between **City of Morristown, Tennessee** (“Lessor”) and **Tuff Torq Corporation**, a Tennessee Corporation (“Lessee”).

Lessor is the owner of land situated on Fernwood Church Road, Parcel Numbers: 056 114.00, 056 076.12, 056 076.13, 056 076.20 as specifically listed and depicted in collective **Exhibit 1** attached hereto, an aerial photograph with said property highlighted, and the State of Tennessee Property Viewer, (“Leased Premises”).

Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration the Lessor and Lessee intending to be legally bound by the terms of this Lease, agreed as follows:

1. Lease of Leased Premises.

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises upon the terms and conditions set forth in this Lease.

1.2 It is agreed by the Parties that the Leased Premises will not be used for any purpose other than operating a Test Track for Lessee’s products, and any activities related thereto in compliance with all applicable laws and regulations.

1.3 Lessor agrees to provide Lessee, access to the Leased Premises, understanding that Lessee’s employees and guest shall have access to the Leased Premises, on Monday through Sunday at hours to be determined by Lessee.

1.4 Lessee shall post “No Trespassing” signs and such other signs as are necessary to assure Lessee’s safe use of the Leased Premises.

2. Term of Lease.

2.1 The initial term of this Lease shall be for a period of one year, beginning on November 1, 2019 and ending at midnight on October 31, 2020 (the “Term”). Upon written agreement of Lessor and Lessee, this Lease may be extended and/or renewed.

2.2 Lessor shall have the right to terminate this Lease upon a sixty (60) day written notice to Lessee.

2.3 Lessee shall have the right to terminate this Lease upon a sixty (60) day written notice to Lessor.

3. Payment of Lease.

3.1 Lessee shall pay to Lessor, without notice or demand, rent equal to \$415.00 per month during the term of this Lease, payable in the annualized amount of \$5,000.00 in advance, on the 1st day of November each year extended and/or renewed. The first year's rent is payable upon execution of this Lease.

3.2 In the event this Lease is terminated prior to the expiration of the "term," Lessor shall refund to Lessee the lease payments pro rata for the months remaining in the term, or extended and/or renewed term.

4. Employees and Guests.

4.1 Lessee's employees and guests shall be required to wear identification badges/tags while on the Leased Premises so that individuals may be distinguished and identified as guests of Lessee. The required badges/tags must be worn in a clear and conspicuous manner and at all times while such employees and guests are on the Leased Premises.

5. Utilities.

5.1 During the term of this lease, Lessee shall pay to Lessor, payment for utilities in an amount equal to the actual costs to the electric, water and gas attributable to the leased premises and used pursuant to this Lease.

6. Repairs and Maintenance.

6.1 The Leased Premises are to be kept reasonably clean by Lessee and Lessee shall maintain the premises in a manner consistent with the intended use of the Leased Premises set forth above.

6.2 Lessee may maintain portable restroom facilities and a temporary building for use as an office, meeting place and storage of Lessee's equipment and product and related materials; however, Lessee shall maintain such premises in a reasonably and efficient manner.

6.3 Lessee may alter the Leased Premises terrain to meet the product testing needs of Lessee's products.

6.4 Lessee shall be responsible for all applicable permits and code compliance during its occupation and use of the Leased Premises.

6.5 At the conclusion or termination of this lease, Lessee shall restore the property to its prior condition.

7. Insurance.

7.1 Lessee shall indemnify and hold harmless Lessor, on or against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and/or damaged property occurring in or about or arising out of the Leased Premises, wholly or in part by any act or omission of Lessee, its agents, employees or guests. This indemnity does not apply to any negligent acts of Lessor, its agents, guests, visitors or employees.

7.2 Lessee shall at all times during the term hereof keep in force at its own expense the following insurance coverage, at the stated minimum coverage limits:

Commercial General Liability -	\$1,000,000	Each Occurrence
	\$1,000,000	Personal & Advertising Injury
	1,000,000	Products/Completed Operations Aggregate
	\$1,000,000	General Aggregate
	\$10,000	Medical Expense
Workers/Compensation	Statutory Limits	
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee
Commercial Umbrella	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Lessor shall be designated as a Certificate Holder. A copy of the above-mentioned insurance certificate(s) shall be delivered to Lessor prior to the commencement date of this Lease, or as soon as possible thereafter, and new certificates evidencing coverage shall be provided no less than thirty (30) days prior to any policy expiration.

7.3 Lessee shall not do or permit to be done any act or thing upon Leased Premises or otherwise on Lessor's property which is inconsistent with the usage described and stated above in this Lease. Lessee shall not at any time use or occupy the Leased Premises or permit the Leased Premises to be used or occupied in violation of any statute, ordinance or other requirement of any governmental authority.

8. Signage and Promotional Materials.

8.1 Lessee may place and maintain signs at Lessee's own costs on the Leased Premises, understanding that the placement and size of the sign shall be subject to applicable governmental regulations, and must be pre-approved by the Lessor before installation.

9. Confidentiality of Lease.

9.1 Lessor and Lessee acknowledge and agree that any and all circumstances and communications surrounding the testing of Lessee's products, the terms of this Lease shall remain strictly confidential to the extent permitted by law. Without written authorization from Lessee, Lessor shall not photograph, video or otherwise record the testing of Lessee's products.

10. Notices.

10.1 All notices or other communications required or permitted by the terms of this Lease shall be in writing and shall be sufficiently given if (a) delivered personally or (b) by registered or certified mail, return receipt registered and postage prepaid addressed as follows:

If to Lessee: Keith Andrews
Vice President
Product Development
Tuff Torq Corporation
5943 Commerce Blvd.
Morristown, Tennessee 37814

If to Lessor: City of Morristown
Attn: Joey Barnard
Assistant City Administrator
100 West First North Street
Morristown, Tennessee 37814

11. Amendments.

11.1 This Lease may only be amended, changed or any provision waived by mutual agreement in writing, signed by the Parties hereto.

12. Governing Law and Interpretation.

12.1 This Lease shall be governed by, and construed in accordance with the laws of the State of Tennessee. In the event any dispute arises from this Lease or the circumstances upon which this Lease is based, venue and jurisdiction shall lie in Hamblen County, Tennessee.

13. Counterparts.

13.1 This Lease may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one in the same instrument.

14. Cooperative Effort.

14.1 This Lease has been drafted through a cooperative effort of Lessor and Lessee, and neither shall be considered the drafter of this Lease so as to give rise to any presumption or convention regarding construction of this document.

15. Entire Lease.

15.1 This Lease constitutes the entire Lease between the parties hereto. Except as set forth hereon, there are no promises, representations or understandings between the Parties of any kind or nature whatsoever.

IN WITNESS WHEREOF, the Parties have set their hands and seals this 1st day of October 2019.

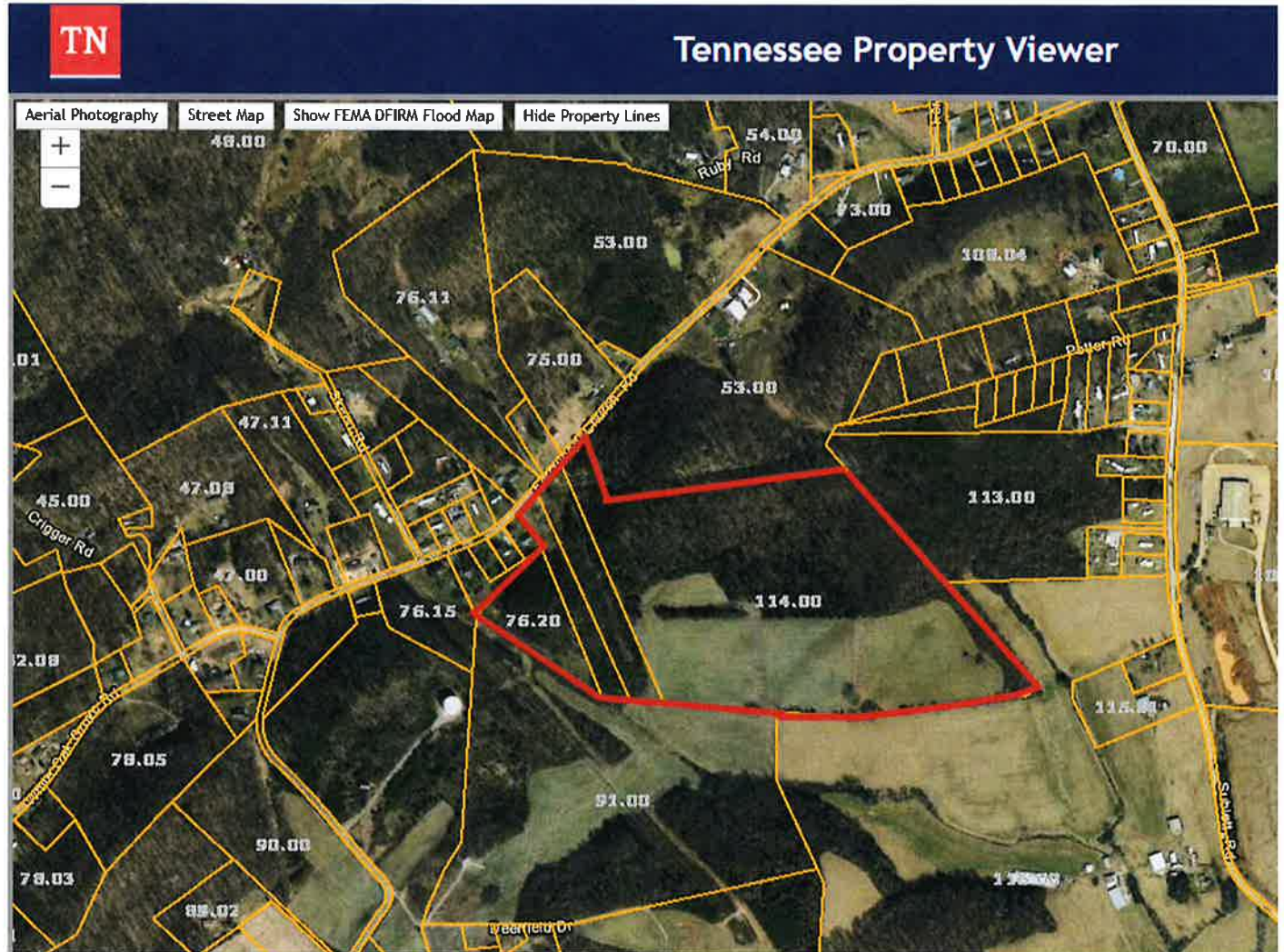
Lessor

Lessee

**Gary Chesney
Mayor**

**Keith Andrews
Vice President,
Product Development
Tuff Torq Corporation**

Exhibit 1.



DONATION AGREEMENT

This Equipment Donation Agreement (the “Agreement”) is by and between Tuff Torq Corporation (hereinafter referred to as “TTC”), a duly authorized Tennessee corporation, and City of Morristown Parks and Recreation Department (hereinafter referred to as “Recipient”), a duly authorized local government of the State of Tennessee (collectively referred to herein as the “Parties”), to establish the terms and conditions of equipment donation of TTC owned equipment.

In consideration of the terms of this Agreement outlined below, and for further good and valuable consideration, the receipt and sufficiency of being hereby acknowledged and agreed, the Parties hereto agree as follows;

1. TTC and Recipient expressly agree that Recipient shall receive a TTC owned Toro Sand Pro 2040Z (# 08706TC-314000120) (the “Equipment”), as a charitable donation.
2. TTC and Recipient expressly agree that Recipient shall:
 - a. Issue a joint press release announcing the Equipment donation.
3. Recipient agrees that it is accepting the Equipment “as-is” with no warranties.
4. Recipient acknowledges and agrees that TTC has properly advised on the differences and distinctions with the Equipment. Recipient acknowledges and agrees that it fully understands the operation details of the Equipment.
5. Recipient recognizes and acknowledges that there are risks of physical injury and agrees to assume the full risk of any injuries (including death), damages or loss which may be sustained as a result of participating in any and all activities arising out of, connected with or in any way associated with operating the Equipment. Recipient understands and agrees that for each use of the Equipment it will need to adjust settings and controls to proper specifications before commencing any activity. Recipient understands that there is an inherent risk of injury when choosing to participate in any Equipment operation activities. Recipient assumes all risks of injury and illness that may result from such Equipment operation. Recipient understands and agrees that it is its responsibility to ensure any operator is medically and physically safe to operate the Equipment.
6. Recipient does hereby release, remise, quitclaim and further discharge TTC and their successors and assigns from any and all manner of action, causes of action, suits, debts, dues, sums of money, contracts, controversies, administrative claims, agreements, promises and demands whatsoever, both at law and equity, which against any of them might now have or ever had arising out of the operation of the Equipment or by any reason or any other cause or matter whatsoever. Recipient does hereby fully release, indemnify, discharge and hold harmless TTC, Released Parties, its subsidiaries, its agents, employees (collectively, the “Released Parties”) from any and all liability claims, causes of action from injuries or illness (including death), damages or loss which it may or which may arise or result from its participation in any and all Equipment operation activities. This is a complete and irrevocable release and waiver of liability. Recipient covenants not to sue the TTC for any alleged liabilities, claims, or causes of action released hereunder.
7. Authority:
 - a. TTC expressly warrants, represents and covenants that TTC is authorized and empowered to enter into and effectuate this Agreement, and that this Agreement shall

be fully binding upon and inure to the benefit of each of the parties and each of the parties' predecessors, successors, affiliates, subsidiaries and assigns.

- b. Recipient expressly warrants, represents and covenants that Recipient is authorized and empowered to enter into and effectuate this Agreement, and that this Agreement shall be fully binding upon and inure to the benefit of each of the parties and each of the parties' predecessors, successors, affiliates, subsidiaries and assigns.
8. Understanding and Execution. The signatories hereto represent and warrant that they have read this Equipment Use Agreement, that they are fully authorized in the capacities shown, they understand the terms of this Agreement, and that they are executing the same voluntarily and upon their best judgment, solely for the consideration described herein.
9. Laws, Venue and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee. In the event of any dispute arising from this Agreement or the circumstances upon which this Agreement is based, venue and jurisdiction shall lie in Hamblen County, Tennessee.
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.
11. Entire Agreement. This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by TTC and Recipient.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals and caused their corporate officers to do so this ____ day of _____, 2019.

TUFF TORQ CORPORATION

By: _____

Title: VP Product Development_____

RECIPIENT:

By: _____

Title: _____



Morristown City Council Agenda Item Summary

Date: September 26, 2019

Agenda Item: Acceptance of a Donation of Forty (40) Yoshino Cherry Trees from Tuff Torq Corporation to the City of Morristown to be planted and maintained at Heritage Park.

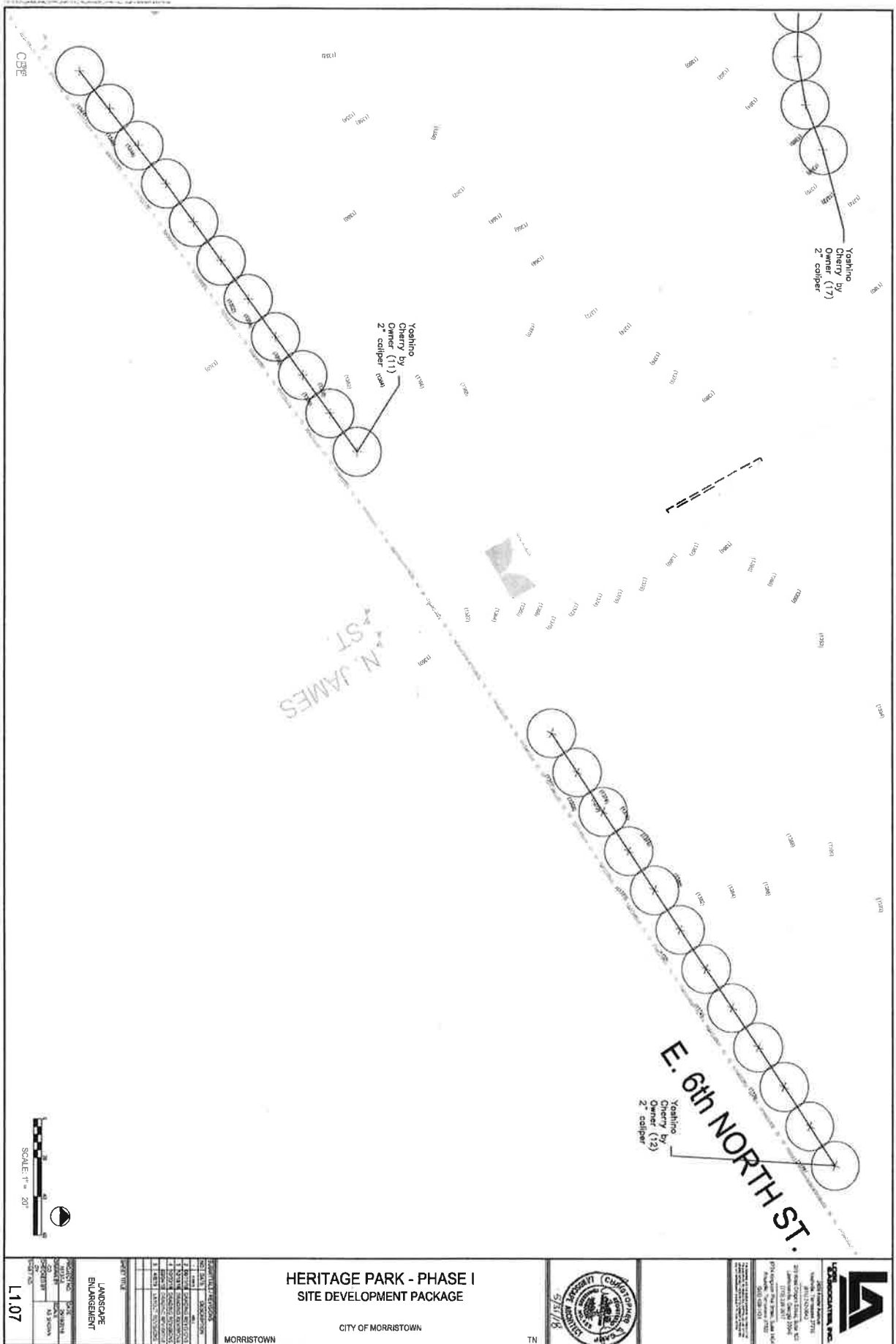
Prepared by: Joey Barnard

Background/History: Tuff Torq Corporation desires to donate forty (40) Yoshino Cherry Trees to be planted at Heritage Park. Lose Designs has prepared plans designating their recommendation for the placement of the trees. Tuff Torq Corporation looks forward to continuing this relationship in the future.

Financial Impact: There is no financial impact as Tuff Torq is planting the trees and providing maintenance for years to come on those trees.

Action options/Recommendations: Acceptance of Donation.

Attachments: Planting plans (2).



HERITAGE PARK - PHASE I SITE DEVELOPMENT PACKAGE

CITY OF MORRISTOWN

MORRISTOWN

TN



LANDSCAPE ENLARGEMENT

DATE: 5/31/18

PROJECT: HERITAGE PARK

LOCATION: MORRISTOWN, TN

SCALE: 1" = 20'

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

L1.07

AIA® Document G701™ – 2017

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: 005 Date: September 13, 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.)

Adjustment of the actual value of work performed to the total contract cost.

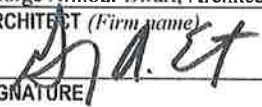
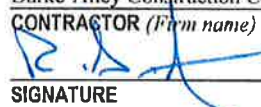
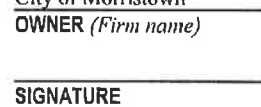
The original Contract Sum was	\$ 665,582.00
The net change by previously authorized Change Orders	\$ -174,029.00
The Contract Sum prior to this Change Order was	\$ 491,553.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 76,664.00
The new Contract Sum including this Change Order will be	\$ 414,889.00

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	Burke-Ailey Construction Co., Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE	City of Morristown OWNER <i>(Firm name)</i>  SIGNATURE
George A. Ewart, AIA, Owner/Architect PRINTED NAME AND TITLE	Ron Ailey, Vice President PRINTED NAME AND TITLE	Joey Barnard, Finance Director PRINTED NAME AND TITLE
9/13/19 DATE	09-16-19 DATE	DATE

Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the rehabilitation of E. Morris Boulevard, from US-25E to 450 feet east of Jones Franklin Road, in the City of Morristown (OWNER). In addition to the services described in Task Order 1 for this project, the ENGINEER will provide engineering services for a Traffic Impact Analysis (TIA).

All services will be performed in accordance with the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Task 1A – Traffic Impact Analysis (NEPA Phase)

Task 1A.1 – Data Collection

ENGINEER shall contract with others to collect 24-hour turning movement counts at three primary intersections (East Morris Blvd. at Thompson Creek Road, East Morris Blvd. at Pope Road, and East Andrew Johnson Highway (US-11E) at Pope Road) and at four driveway intersections along Pope Road, on a weekday and on a Saturday. ENGINEER will analyze collected traffic counts and utilize in analysis of traffic operations.

Task 1A.2 – Site Visit

ENGINEER shall conduct a site visit to gather necessary information, including street widths, posted speed limits, storage lengths, and to gather any other pertinent information required for the study. Obtain signal timing information from OWNER for the existing traffic signals within the study area.

Task 1A.3 – Determine Traffic Volumes

Determine the future traffic generated by a proposed development (Apartments) along Thompson Creek Road. Determine the impacts to traffic volumes created by this development, as well as the completion of the TDOT project that will eliminate the intersection of US-11E at Pope Road.

Task 1A.4 – Synchro Model and Analyses

Based on the information gathered above, build a base Synchro model of the study area to analyze capacity, level of service, and queue lengths during peak hours. Build additional future models to replicate alternate scenarios to analyze capacity, level of service, and queue lengths during peak hours. Alternate scenarios include:

1. Background traffic with existing geometry
2. Post-development traffic with existing geometry
3. Post-development and post-construction of US-11E traffic with future geometry
4. Post-development, post-construction of US-11E, and post-construction of a new access road to Lorino Park via Thompson Creek Road traffic with future geometry.

Task 1A.5 – Signal Warrant Analyses

Perform traffic signal warrant analyses to determine if the existing signal at the intersection of East Morris Blvd. at Pope Road is warranted upon completion of the TDOT project on US-11E. Perform signal warrant analyses to determine if a signal is warranted at the intersection of East Morris Blvd. at Thompson Creek Road upon completion of the proposed development and other future conditions.

Task 1A.6 – Future Geometry Changes

If a signal is warranted at the intersection of East Morris Blvd. at Thompson Creek Road based on the traffic generated by the development, a new access to Lorino Park will be constructed. ENGINEER will analyze the impacts the new access will have on the adjacent street network traffic operations.

Task 1A.7 – Report

Prepare a report summarizing the information gathered above. Identify and discuss recommendations including mitigation improvements. Submit draft report to OWNER for review, revise the report accordingly and submit the final sealed and signed report to the OWNER.

*Task 1A Deliverables: Completed Traffic Impact Analysis Report and supporting information.
(PDF format)*

Information Provided by the OWNER

OWNER to provide existing signal timing data for the traffic signals within the study area; specifically, at East Morris Boulevard at Pope Road.

Schedule

<u>Task</u>	<u>Milestone</u>
Traffic Impact Analysis:	120 days following NTP and receipt of executed agreement

Please note that Engineer has no control over internal OWNER and TDOT review processes as they relate to approvals and the issuances of notices to proceed.

Fee and Expenses

<i>Task 1A – Traffic Impact Analysis (NEPA Phase)</i>	<i>\$24,500.00</i>
Total:	\$24,500.00

The ENGINEER will perform the services described above for the lump sum fee detailed above, to be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the OWNER.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown's Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 002 for the above referenced contract. As used in the Agreement, "Engineer" shall refer to **Mattern & Craig, Inc.**, and "Owner" shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of
 Larry Clark or provide alternative address).

The Effective Date of Task Order 002 is September 27, 2019.

OWNER:

By: _____

Name: _____

Title: _____

ENGINEER:

By: Randy W. Beckner

Name: Randy W. Beckner, P.E.

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

By: _____

Name: Larry Clark

Title: Assistant City Administrator

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

E-mail Address:

lclark@mymorristown.com

Phone: 423-585-4617

Fax: 423-586-4661

DESIGNATED REPRESENTATIVE:

By: Jason Carder

Name: Jason Carder, P.E.

Title: Project Manager

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-245-4970

Fax: 423-245-5932



Morristown City Council Agenda Item Summary

Date: September 26, 2019

Agenda Item: Surplus 2014 Dodge Charger

Prepared by: Joey Barnard

Subject: Approval to declare 2014 Dodge Charger as surplus

Background/History: The Morristown Police Department has a 2014 Dodge Charger (VIN: 2C3CDXAG8EH132940 / Mileage: 75,500) that was involved in an accident and has been totaled by the insurance company. The City of Morristown wishes to declare this vehicle as surplus.

Financial Impact: The money received from the insurance settlement will generate revenues that will be receipted into the General Fund. These funds will be utilized to offset replacement costs of a new patrol vehicle.

Action options/Recommendations: The City of Morristown is seeking approval to declare the 2014 Dodge Charger as surplus and to allow the insurance company to take possession of it.

Attachments: None.



Morristown City Council Agenda Item Summary

Date: September 26, 2019

Agenda Item: Surplus Inventory

Prepared by: Joey Barnard

Subject: Approval to declare inventory items as surplus

Background/History: The Morristown Fire Department has accumulated several items in inventory that can no longer be utilized and wish to declare these items as surplus.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department. Sale of the declared surplus items will generate revenues that will be receipted into the General Fund.

Action options/Recommendations: The Morristown Fire Department is seeking approval to declare the inventory items as surplus and to properly dispose of them. The items that have worth will be paired into lots and listed on GovDeals, an online auction.

Attachments: Inventory List.

Morristown Fire Department Surplus Inventory List

Quantity	Item
8	classroom tables -Oak 3' x 6'
14	SCBA travel Case
14	out of date carbon fiber SCBA bottles
13	out of date Fiberglass SCBA bottles
13	SCBA bracket mounts
8	negative pressure ventilation fans
7	New Street Hawk Lens -Red/Blue
7	boxes of old tire chains
6	door jacks
5	Chevy/GMC snow tires & rims 15"
5	2 ½ " playpipes
4	5" to 2 ½ Reducer
4	6" Soft suction hose
4	old style light bars
3	2 ½" water diffusers
2	5" hard suction hose
2	broken hydrant wrench
2	5" steamer caps
2	Strotz Intake Manifold
2	Hydraulic bottle Jack
2	Old ABC Fire Extinguishers
2	old jump seats
2	6" to 5" Reducer
1	Box of light bar parts/speakers
1	Indian wildland backpack
1	5" strainer
1	5" Double Female
1	Low level 5" strainer
1	Weed eater/trimmer
1	American LaFrance Grease gun
1	3/4 " silver bullet chimney knocker
1	Bucket of used rope
1	Damaged gas can
1	Old 4' x 6' wooden chalk board
1	Slide projector



September 20, 2019

Re: Tennessee Highway Safety Office FFY 2020 Grant Award

Dear Highway Safety Partner,

We are fortunate to have you partner with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2019 through September 30, 2020.

Effective with the fully signed contract, but no earlier than October 1, 2019, you may incur costs and expend funds for those specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request, with or without notice, at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

Tennessee Highway Safety Office • 312 Rosa L. Parks Avenue, 25th Floor, Nashville, TN 37243
Phone: 615-741-2589 • tn.gov/safety • www.tntrafficsafety.org

[Return to Agenda](#)

5. Every grant **must** have a project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Respectfully,



Vic Donoho
Director, THSO



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2019	End Date September 30, 2020	Agency Tracking # Z20THS175	Edison ID 64054 (AL)		
Grantee Legal Entity Name Morristown Police Department			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.607 Grantee's fiscal year end 06/30/2020			
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$15,600.00			\$15,600.00
TOTAL:		\$15,600.00			\$15,600.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Morristown Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2019 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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 Six Hundred Dollars and Zero Cents (\$15,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are

not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

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

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, 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:

Vic Donoho, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 251-8594
FAX #: (615) 253-5523

The Grantee:

Michelle Jones, Major
Morristown Police Department
100 West 1st North Street
Morristown, Tennessee 37816
Email Address: mjones@mymorristown.com
Telephone # (423) 585-2710
FAX # (423) 585-9518

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. 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 through 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 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. 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. 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. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

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

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

IN WITNESS WHEREOF,

Morristown Police Department:

GRANTEE SIGNATURE

DATE

Gary D. Chesney, City Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Morristown Police Department
Subrecipient's DUNS number	79026779
Federal Award Identification Number (FAIN)	69A37520300001540TNA
Federal award date	10/01/2019
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2019
Grant contract's end date	09/30/2020
Amount of federal funds obligated by this grant contract	\$15,600.00
Total amount of federal funds obligated to the subrecipient	\$15,600.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$10,755,684.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

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: _____

GRANT BUDGET				
Agency Name: Morristown Police Department				
Project Title: Enforcement of Tennessee Driving Under the Influence Laws				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2019 END: 09/30/2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$15,000.00	\$0.00	\$15,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$600.00	\$0.00	\$600.00
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	\$15,600.00	\$0.00	\$15,600.00

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.state.tn.us/finance/act/documents/policy3.pdf>).

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

GRANT BUDGET LINE-ITEM DETAIL:

	AMOUNT
TOTAL	



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I Gary D. Chesney as the City Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Morristown Police Department hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2019-2020 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Michelle Jones, Deputy Chief
Name and Title (Printed)


Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date



Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

THSO Grantees,

It is important both to our office and our parent agency, the National Highway Traffic Safety Administration (NHTSA), that enforcement being performed with alcohol or impaired driving funds are monitored. Typically, any Tennessee law enforcement agency receiving section 154AL (alcohol funds) or 405d (impaired driving funds) must justify hours outside those hours that are considered peak times. Further, we are also aware that some establishments serving alcohol are permitted to serve alcohol until 3:00 a.m. which can pose a difficulty to law enforcement agencies patrolling around closing time.

We want to streamline this process in order to keep our partnerships strong, remain in alignment with the intent of the policy, and stay within the boundaries of our funding bill, the FAST Act.

Below is what should be followed by all law enforcement agencies receiving any **alcohol or impaired driving funds**:

1. NHTSA still prefers peak hours from 8:00 p.m. – 3:00 a.m.; "Happy Hour Checkpoints" are encouraged.
2. The THSO will allow saturations to begin at 2:00 p.m. and continue to 4:00 a.m. without justification of data from the agency.
3. Any THSO-funded enforcement **outside** the hours of 2:00 p.m. – 4:00 a.m. must be justified with data/supporting information. To do so, agencies must perform the following steps:
 - a) Use TITAN to pull a year-by-year comparison of the past three years of local DUI crashes, arrests, and their times. This data can also be requested from the TN Department of Safety, TITAN division;
 - b) Provide this to the THSO Program Manager in advance of the enforcement; and
 - c) Once the data has been reviewed and approved, it will remain in effect for the remainder of the grant year.
4. Impaired driving funding is **not** allowed for speed, school zone, and/or seatbelt enforcement. We understand that citations will be given for those types of offenses, but those should be secondary in nature. Further, saturation and check points for impaired driving enforcement are based on data for time of day and location.

Sincerely,

A handwritten signature in black ink, appearing to be "Jeffrey" followed by a stylized last name.

Commissioner

Tennessee Department of Safety and Homeland Security