

**WORK SESSION**  
**August 18, 2020**  
**Pre-Meeting Work Session – Cancelled**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**August 18, 2020**  
**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. August 4, 2020

**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. 3655

Being an Ordinance of the City Council of Morristown, Tennessee, amending Title 14 (Zoning and Land Use Control), of The Morristown Municipal Code Chapter 35, Gateway Overlay District.

**9. NEW BUSINESS**

**9-a. Resolutions**

1. Resolution No. 5-21

A Resolution of the City Council of the City of Morristown, Tennessee to settle the pending lawsuit with Norfolk Southern Railway.

2. Resolution No. 6-21

A Resolution of the City Council of the City of Morristown, Tennessee 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 No. \_\_\_\_\_

Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Esco Way public right-of-way and the Portion of Allison Street public right-of-way north of the intersection of W. 3rd North St., the general location being shown on the attached Exhibit A.}.

**{Public Hearing Date September 1, 2020}**

2. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown Tennessee. Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB, the general location being shown of the attached exhibit A.

**{Public Hearing Date September 1, 2020}**

3. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15912, from R2 (Medium Density Residential District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

**{Public Hearing Date September 1, 2020}**

4. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. to rezone from IB (Intermediate Business District) to R2 (Medium Density Residential District) a portion of property located just south of the Economy Inn on South Cumberland Street, Morristown, TN.

**{Public Hearing Date September 1, 2020}**

5. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B to rezone from R2 (Medium Density Residential District) to IB (Intermediate Business District) to include the whole of Lots 9 – 11 as shown on the Panther Village Subdivision Plat; along with that property located at the southeast intersection of West Andrew Johnson Highway and Shady Woods Road which adjoins Shady Woods Subdivision, Lot 41.

**{Public Hearing Date September 1, 2020}**

**9-c. Awarding of Bids/Contracts**

1. Approval of Purchase Order No. 21000436 to Wavetronics in the amount of \$95,796.40 for improvements at multiple intersections. Wavetronix LLC is the sole provider of these products.
2. Approval of Purchase Order No. 21000434 to Remotec, Inc. in the amount of \$15,500 for a controller assembly for the Police Department's Explosive Ordnance Disposal (EOD) Robot. Remotec Inc. is the sole source company for the robots and all associated parts within the United States.
3. Approval to accept the best and lowest bid submitted by Diamondback Products, Inc. for Cart Lifters for Public Works Department Refuse and Recycle Trucks.
4. Approval of Purchase Order No. 21000438 to Secom Systems, Inc. in the amount of \$14,385 for the purchase of portable radio packages for the Police Department. Purchase made via Statewide Contract #423.
5. Approval Purchase Order No. 21000345-02 to LB Technologies in the amount of \$19,225 for annual GPS vehicle tracking system for fleet maintenance and one-time upgrade to 4G on existing units. Purchase made via Statewide Contract #199.
6. Acceptance of Grant Contract with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (HAZ-MAT Grant) in the amount of \$11,200 for the Fire Department.
7. Approval of Purchase Order No. 21000435-01 to 10-8 Video LLC in the amount of \$25,176.95 for the purchase of in-car camera systems for the Police Department. 10-8 Video is the sole manufacturer and provider of this system.

**9-d. Board/Commission Appointments**

1. City Council appointment/reappointment to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2025. Term expiring Steve Henrickson.

**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:**

August 14, 2020	Friday	9:00 a.m.	City Council Work Session – Walters State Community College beginning at 9:00 a.m.
August 18, 2020	Tuesday	4:00 p.m.	<b>Cancelled</b> - Work Session – Council Agenda Review
August 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 28, 2020	Friday	9:00 a.m.	City Council Work Session – Walters State Community College beginning at 9:00 a.m.
September 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
September 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 7, 2020	Monday		City Employee's Holiday – Labor Day
September 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 6, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
October 6, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 6, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 20, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
November 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 26-27,	Thurs/Fri		City Employee's Holiday – Thanksgiving Holiday
December 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
December 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2020	Friday		City Employee's Holiday – Christmas Day

### **WORK SESSION Post-Meeting Work Session August 18, 2020**

#### **1. Civil Service Board Green and Orange Book Updates**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
August 4, 2020**

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, August 4, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith. Councilmember Chris Bivens was absent.

Councilmember A'Hearn led in the invocation and led in the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the July 21, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items; No one spoke

A Public Hearing was held relating to Ordinance No. 3654; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3654 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3654**

**An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), of The Morristown Municipal Code Amendment – Domestic Violence Shelters.**

Councilmember Senter made a motion to approve Resolution No. 4-21. Councilmember Smith seconded the motion and upon roll call; all voted "aye."

**Resolution No. 4-21**

**A Resolution of the City Council of the City of Morristown, Tennessee adopting a Property Maintenance/Demolition Lien and Tax Sale Policy.**

Councilmember Pedigo made a motion to approve Ordinance No. 3655 on first reading and schedule a public hearing relative to final passage of said ordinance for August 18, 2020. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3655**

**An Ordinance of the City Council of Morristown, Tennessee, amending Title 14 (Zoning and Land Use Control), of The Morristown Municipal Code Chapter 35, Gateway Overlay District.**



Councilmember Senter made a motion to approve Change Order No. 2 to Morristown Roofing Company decreasing the contract by \$8,224 for the roofing projects at the City Center, Fire Stations #2, #5, and #6. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Change Order No. 4 to Merit Construction increasing the contract by \$19,764 for the City Center Plaza Project. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion of acceptance of the 2020 HOME Grant in the amount of \$500,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase of two (2) Automated Refuse Trucks in the amount of \$280,508 each for a total of \$561,016. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion of approval for the Public Works Department and Equipment Shop to declare inventory items as surplus and sell via online auction website, GovDeals. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the purchase from Tyler Technologies Software, Inc. for Parks and Recreation Department software in the amount of a onetime set-up/hardware fee of \$21,980 and recurring annual support fee of \$3,686. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement between the City of Morristown and T. Phillip Carlyle – Stone Haven II Subdivision. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney nominated Dr. Nicole Caldwell-Hampton for appointment to the Morristown Tree Board to fill the unexpired term of Sylvia Hinsley - term to expire September 18, 2022. Councilmember Pedigo made a motion to confirm the nomination. Councilmember Smith seconded the motion and upon roll call: all voted "aye".

Mayor Chesney nominated Clarence Thompson and Terry Watterson for reappointment to the Morristown Tree Board for a three (3) year term to expire September 18, 2023. Councilmember Pedigo made a motion to confirm the nomination. Councilmember A'Hearn seconded the motion and upon roll call: all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; No one spoke.

Mayor Gary Chesney adjourned the August 4, 2020 Morristown City Council meeting at 5:25 p.m.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

DRAFT

## ORDINANCE NO. 3655

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

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 35, Gateway Overlay District be deleted and replaced with the following:

#### Chapter 35, Gateway Overlay District

##### 14-3501. PURPOSE

Design elements along Davy Crockett Highway and State Route 66 should promote a positive experience for those entering the City from Interstate 81/Exit 8 by elevating standards for development while providing some flexibility for developers along these scenic byways. Properties within these overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

##### 14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

The following uses shall not be permitted:

1. Adult Entertainment
2. Automobile Repair and a principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farms Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

##### 14-3503. SITE AND BUILDING REQUIREMENTS:

- A. Non-residential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.



B. Signage:

1. Davy Crockett Highway

In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, free-standing signs within this overlay district shall be permitted to increase the overall height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.

2. State Route 66

All signs shall comply to the provisions of Chapter 29, Sign Regulations.

C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpster's must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

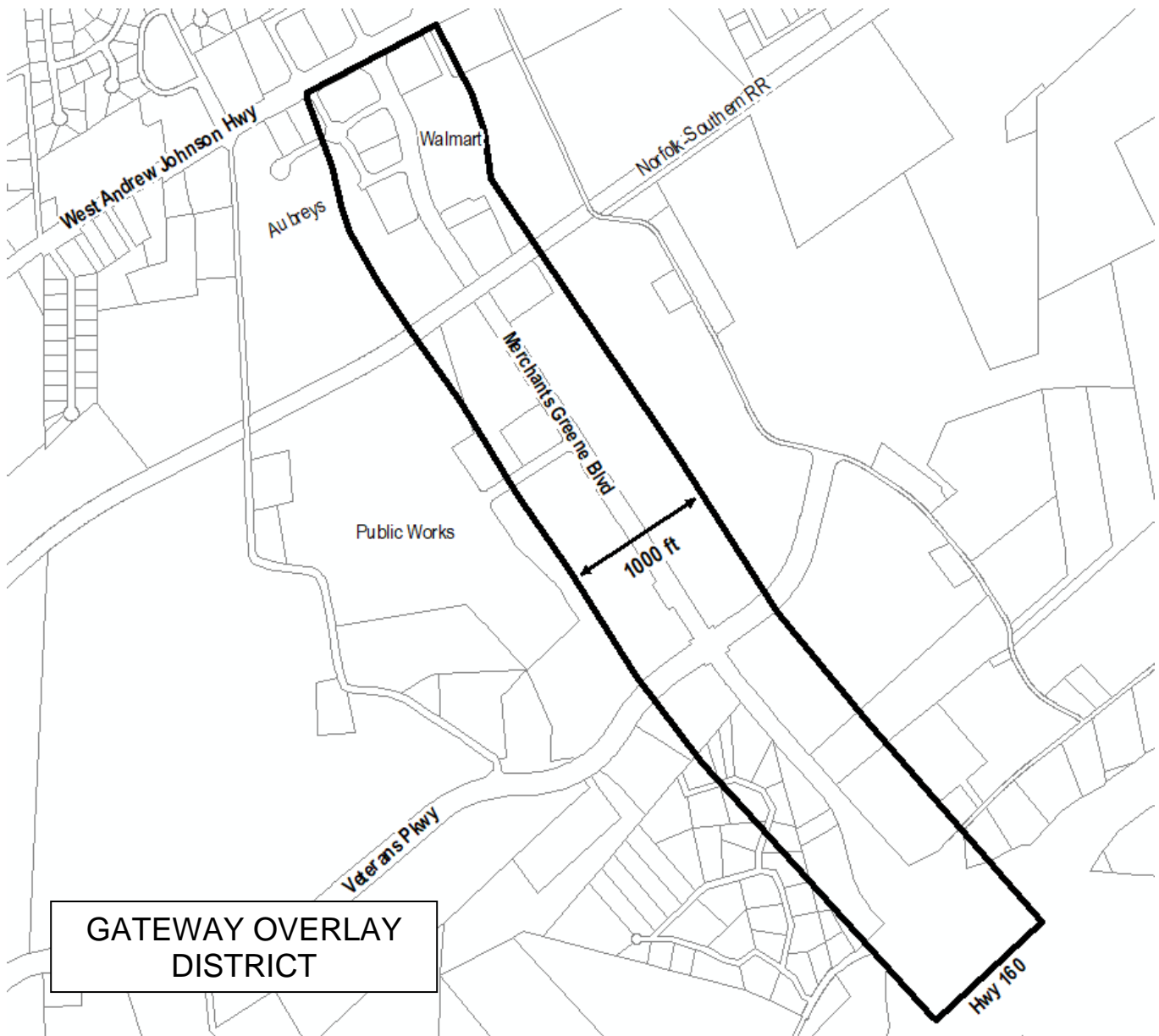
Passed on second and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

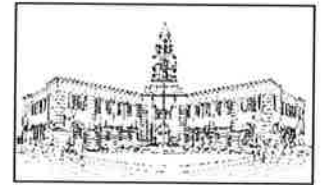
Exhibit A



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Community Development Director *SN*  
DATE: August 4, 2020  
SUBJECT: Text Amend. TEXT-2385 – Ch. 35, Gateway Overlay District

## **BACKGROUND:**

With State Route 66 (Merchants Greene) preparing to open, this roadway will create a new gateway into our community. Due to concerns about how this corridor will look and how the roadway will function, the Lakeway Metropolitan Transportation Planning Organization hired WSP to prepare a corridor study. The study included all of this roadway running from W. Andrew Johnson Hwy to Exit #4 and includes four jurisdictions (Morristown, Hamblen County, Jefferson County, and White Pine). As part of this study, WSP met with public leaders, held community meetings and conducted an on-line and in-person survey to solicit community input on how people would like to see the corridor develop. The survey received over 300 responses. Based on this input, in 2018 WSP then prepared the State Route 66 Corridor Plan providing a list of recommendations as a development guide. It addressed land uses, building facades, curb-cut access, signage/billboards, and landscaping. These recommendations were endorsed by the City Council in March 2018. However, these are only recommendations. In order for them to be enforceable, they need to be incorporated in the Zoning Ordinance.

Instead of creating a new overlay, staff is proposing to amend the existing Gateway Overlay District currently in place along SR-25 near Exit #8. The proposed changes include adding Building Material Yards and Farm Equipment Sales to the list of prohibited uses. In addition, staff is proposing to add a requirement that all non-residential buildings and structures be constructed, composed of a minimum of forty (40) percent face brick, stone, or masonry material similar in appearance. Most of the buildings that have been built along this corridor meet or exceed this proposed requirement. This provision would help protect the existing development pattern.



Good Ole Days

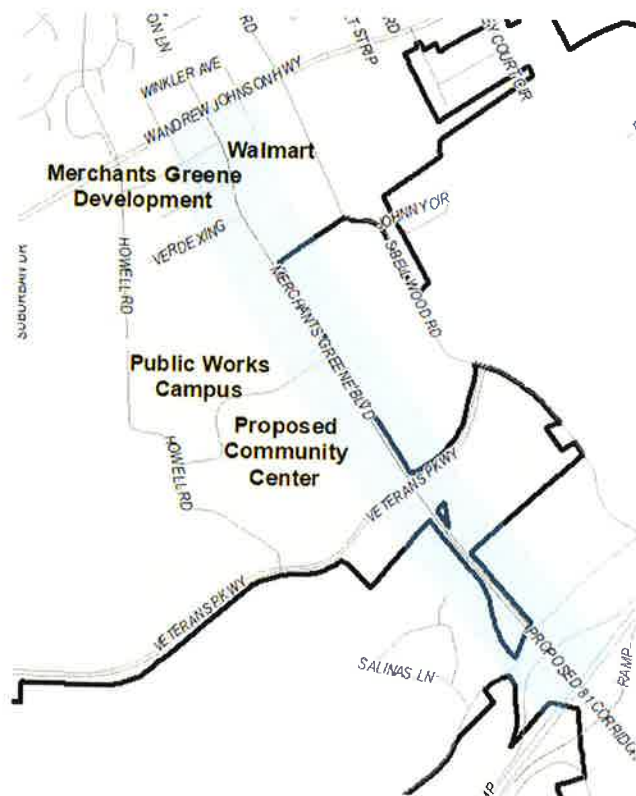


Merchant's Greene  
Family Medicine

P.O. Box 1499 • Morristown, Tennessee 37816-1499 • Phone (423) 585-4620 • Fax (423) 585-4679



The proposed corridor will be 500 feet from the centerline of the travel way of Merchants Greene. It will only impact those properties currently located within the City. As the City grows and annexes along this corridor, the overlay will be added to the property at the time of annexation and the zoning designation is added.



The Planning Commission by a vote of 8 to 0 recommended to forward on the proposed amendments to the City Council for approval.

### **RECOMMENDATION:**

Staff recommends approval of the proposed text amendments.



Chapter 35  
Gateway Overlay District  
(3625-02/019/2019)

14-3501. PURPOSE

Design elements along Davy Crockett Highway ~~(SR-25) and Merchants Greene (SR-66)~~ should promote a positive experience for those entering the City ~~from Interstate 81/Exit 8~~ by elevating standards for development while providing some flexibility for developers along ~~this these~~ scenic byways. Properties within ~~this these~~ overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

The following uses shall not be permitted:

1. Adult Entertainment
2. Automobile ~~Sales and Repair~~ as the principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farm Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

14-3503. SITE AND BUILDING REQUIREMENTS:

- A. Nonresidential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent excluding windows, face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.

B. Signage:

1. Davy Crockett Highway

In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, free-standing signs within this overlay district shall be permitted to increase the overall height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.

2. State Route 66

All signs shall comply to the provisions of Chapter 29, Sign Regulations.

- C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.
- D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpster's must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.



**RESOLUTION NO. 5-21**

**BEING A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE  
TO SETTLE THE PENDING LAWSUIT WITH NORFOLK SOUTHERN RAILWAY.**

WHEREAS, the City of Morristown, Tennessee is the named Petitioner in a case involving Norfolk Southern Railway, specifically case number 01-CV-100 in the Hamblen County Circuit Court;

WHEREAS, the underlying lawsuit involves a sewer easement issue and all sewer operations were transferred to Morristown Utilities Commission in 2014;

WHEREAS, this case was ordered to mediation and the parties attended mediation where a proposed settlement was reached, subject to approval by the City Council and Morristown Utilities Commission Board;

WHEREAS, the City does intend to approve this settlement amount and does agree to contribute \$3,035.00 towards the overall settlement amount, provided Morristown Utilities Commission agrees to contribute the remaining amount.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Morristown, Tennessee assembled on this day at which a quorum is present, that based upon the above the City Council does hereby approve the proposed settlement reached at mediation in the pending lawsuit with Norfolk Southern Railway subject to subsequent approval by Morristown Utilities Commission. The City specifically agrees to contribute \$3,035.00 towards the overall settlement amount, provided Morristown Utilities Commission agreed to contribute the remaining amount.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator, Anthony Cox

**RESOLUTION NO. 6-21**

**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 City 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 18<sup>th</sup> day of August 2020.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

# City of Morristown

Incorporated 1855

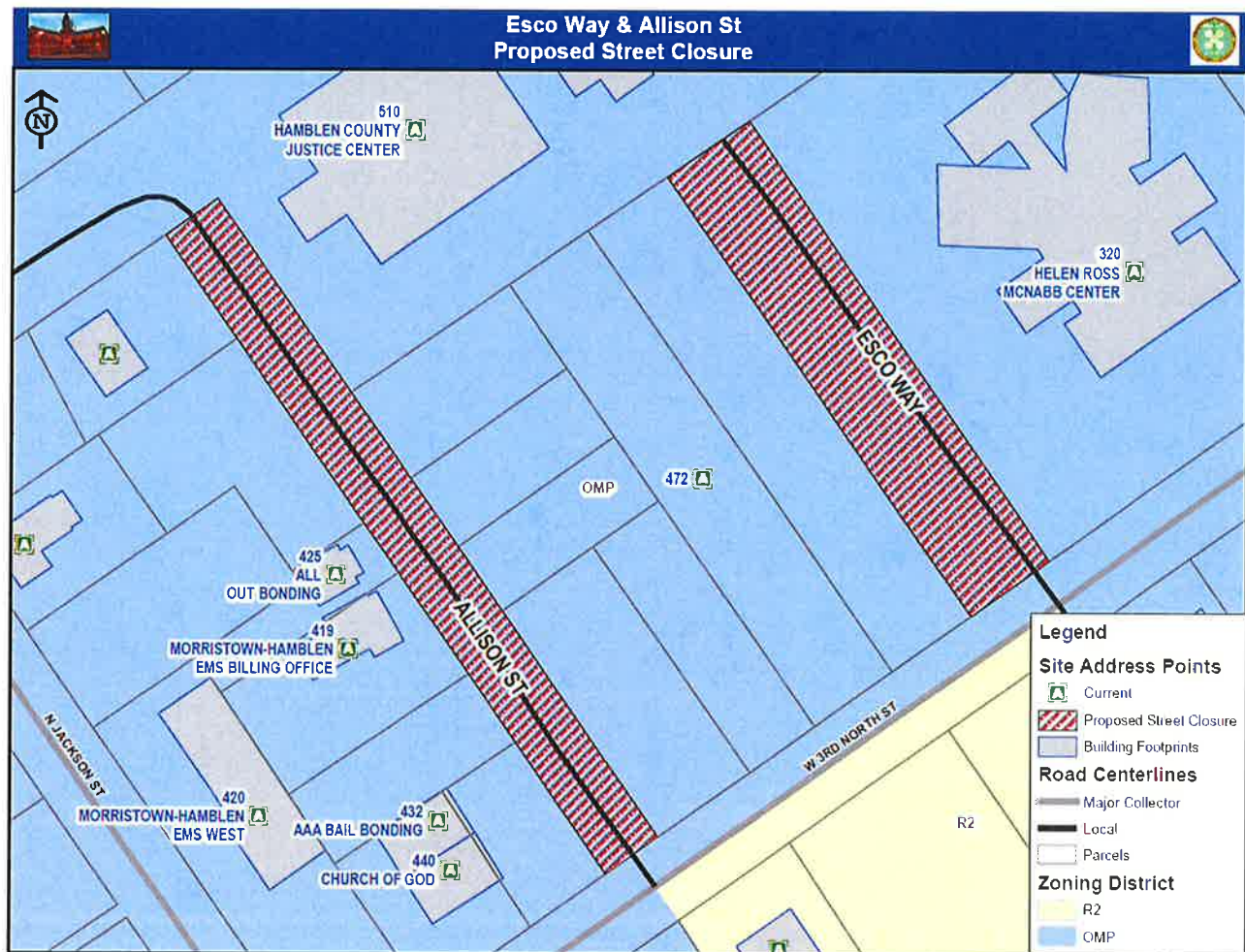
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: August 18<sup>th</sup>, 2020  
SUBJECT: Right-of-Way Abandonment for Esco Way and a portion of Allison Street

## **BACKGROUND:**

Hamblen County Mayor Bill Brittain has requested the right-of-way abandonment for Esco Way and a portion of Allison Street north of W. 3<sup>rd</sup> North Street. The reason for this request is due to the proposed new Justice Center that will be built at this location. Per the Mayor and preliminary plans, Esco Way will be utilized as a gated private drive to enter the Justice Center and Allison Street will be a portion of the parking lot that will serve the Justice Center.



## **RECOMMENDATION:**

Staff recommends approval of the two right-of-way abandonment requests and Planning Commission voted 8-0 in support of this request.

ORDINANCE NO. \_\_\_\_\_

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

*{Esco Way public right-of-way and the Portion of Allison Street public right-of-way north of the intersection of W. 3<sup>rd</sup> North St., 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:

**Esco Way**

*Beginning at the point of intersection of eastern boundary of Esco Way right-of-way, the northern boundary of W. 3<sup>rd</sup> North St. right-of-way, and Parcel 005.00 of Hamblen County Tax Map 033L Group F and heading in a northwesterly direction along the eastern boundary of Esco Way right-of-way to the intersection of the northeastern boundary of said right-of-way, Parcel 005.00 of Hamblen County Tax Map 033L Group F, and Parcel 019.00 of Hamblen County Tax Map 033L Group F; Thence in a southwesterly direction along the northern boundary of Esco Way right-of-way to the point of intersection of said right-of-way with Parcel 019.00 of Hamblen County Tax Map 044L Group F and Parcel 013.00 of Hamblen County Tax Map 033L Group F; Thence in a southeasterly direction along the western boundary of Esco Way right-of-way to the point of intersection of Parcel 013.00 of Hamblen County Tax Map 033L Group F, and W. 3<sup>rd</sup> North St. right-of-way, Thence in a northeasterly direction along the north boundary of W. 3<sup>rd</sup> North St. right-of-way to the point of beginning.*

**Allison St.**

*Beginning at the point of intersection of the eastern boundary of Allison Street right-of-way, the northern boundary of W. 3<sup>rd</sup> North St. right-of-way, and Parcel 015.00 of Hamblen County Tax Map 033L Group F and heading in a northwesterly direction along the eastern boundary of Allison St. right-of-way to the intersection of the northeastern boundary of said right-of-way and Parcel 019.00 of Hamblen County Tax Map 033L Group F; Thence in a southwesterly direction along the northern boundary of Allison St. right-of-way to the point of intersection with Parcel 019.00 of Hamblen County Tax Map 033L Group F and Parcel 023.00 of Hamblen County Tax Map 033L Group D; Thence in a southeasterly direction along the western boundary of Allison St. right-of-way to the point of intersection of said right-of-way, Parcel 028.00 of Hamblen County Tax Map 033L Group D, and the northern boundary of W. 3<sup>rd</sup> North St. right-of-way; Thence in a northeasterly direction along the northern boundary of W. 3<sup>rd</sup> North 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 18<sup>th</sup> day of August 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

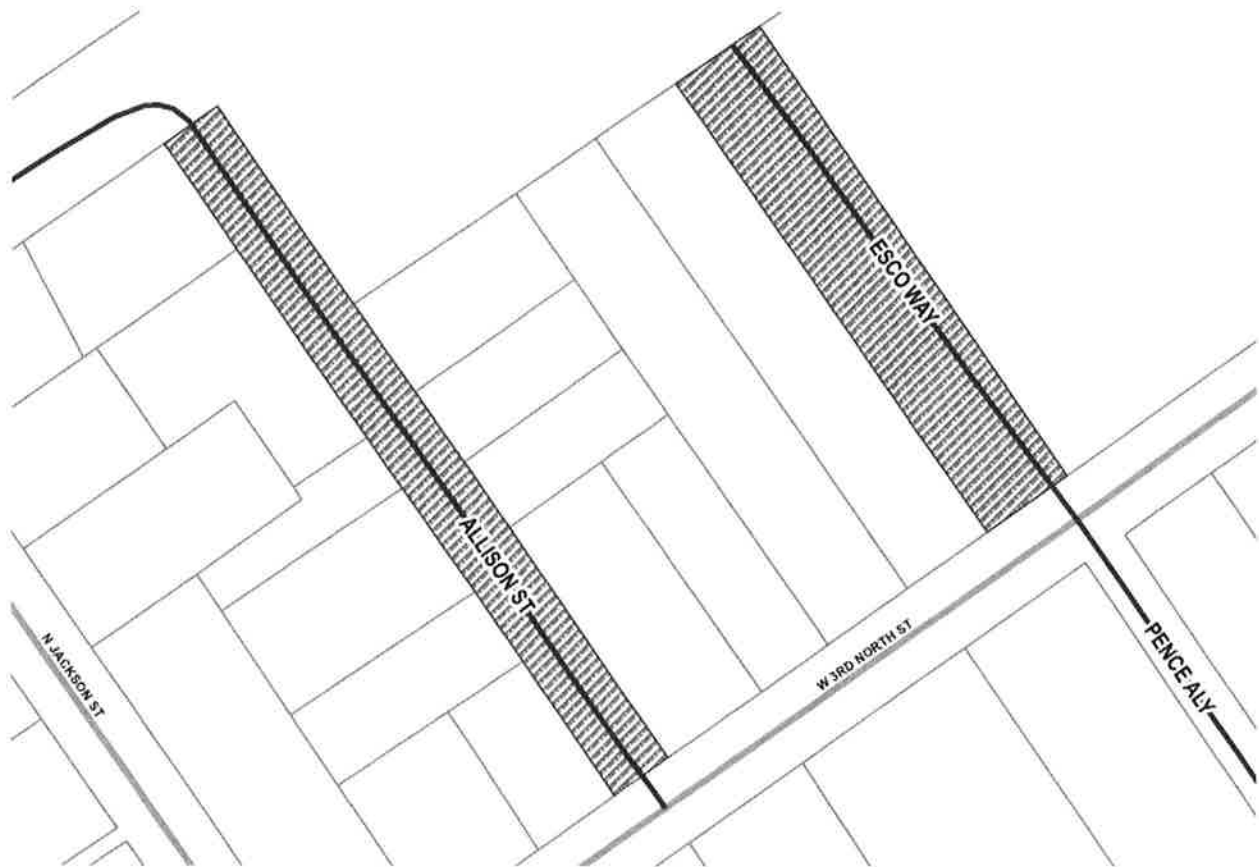
Passed on second and final reading this the 1<sup>st</sup> day of September 2020.

\_\_\_\_\_  
Mayor

ATTEST:


\_\_\_\_\_  
City Administrator

Exhibit A:







TO: Morristown City Council  
FROM: Josh Cole, Planner   
DATE: August 18<sup>th</sup>, 2020  
SUBJECT: Annexation Request  
2 Parcels Between Highway 25-E and Morelock Road

## **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from Shane Collins, representing the property owner, Phyllis Wolfe, for Hamblen County Parcel ID #032025 15916 and # 032025 15612. The subject parcels meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary.

The parcels requesting annexation are currently landlocked but located just east of Highway 25E, just north of Spring Creek Apartments, and west of Morelock Road. These parcels are currently vacant and contains approximately 4.68 acres between the two. The applicant is requesting the property to be zoned IB, Intermediate Business District. This request is in conjunction with the rezoning request that is also on City Council's agenda as the applicant has stated that they are wanting to utilize the three parcels for a Boat and RV storage facility. Prior to any development on this site, the developer will have to submit a site plan which must meet all city and TDOT standards.



No additional Fire or Police personnel will be required at this time. Morristown Utilities currently provides all utilities for this site.

## **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Intermediate Business (IB) and Planning Commission voted 9-0 in support of this request.

ORDINANCE NO. \_\_\_\_\_  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO  
INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF  
MORRISTOWN TENNESSEE

*Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB, the general location being shown of the attached exhibit A;*

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

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

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

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

*Beginning at a point at the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.12 of Hamblen County Tax Map 025, Parcel 156.10 of Hamblen County Tax Map 025, and Parcel 156.09 of Hamblen County Tax Map 025 and heading is a easterly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 156.09 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.09 of Hamblen County Tax Map 025, and Parcel 156.03 of Hamblen County Tax Map 025; Thence in a southerly direction along the eastern boundary of Parcel 159.16 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, Parcel 156.11 of Hamblen County Tax Map 025 and Parcel 159.15 of Hamblen County Tax Map 025; Thence is a westerly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 159.15 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.15 of Hamblen County Tax Map 025, and Parcel 159.12 of Hamblen County Tax Map 025; Thence in a northerly direction along the common boundary shared between Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 159.12 of Hamblen County Tax Map 025 to the point of beginning, containing 1.32 acres more or less.*

*Beginning at a point at the intersection between Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.15 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, and Parcel 156.11 of Hamblen County Tax Map 025 and heading in a northerly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 156.12 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, and Parcel 156.03 of*

*Hamblen County Tax Map 025; Thence head in a easterly direction along the common boundary shared by Parcel 156.12 of Hamblen County Tax Map 025 and Parcel 156.03 of Hamblen County Tax Map 025 to the point of intersection of Parcel 156.12 of Hamblen County Tax Map 025, Parcel 156.03 of Hamblen County Tax Map 025, and Parcel 156.11 of Hamblen County Tax Map 025, and Parcel 156.03 of Hamblen County Tax Map 025; Thence head in southerly direction and then westerly direction along the common boarder shared by Parcel 156.12 of Hamblen County Tax Map 025 and Parcel 156.12 of Hamblen County Tax Map 025 to the point of beginning, containing 3.36 acres more or less.*

- (2) Intermediate Business (IB) zoning shall be applied upon adoption of the annexation area.
- (3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
- (4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 18th day of August 2020.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Passed on second and final reading the 1st day of September 2020.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Exhibit A:



**PLAN OF SERVICES**  
**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED BETWEEN HIGHWAY 25-E AND MORELOCK ROAD.

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

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

Properties identified as Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 between  
Highway 25-E and Morelock Road, the general location being shown on the attached  
exhibit A;

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

**Police Protection**

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

**Fire Protection**

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

**Water Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission

**Sanitary Sewer Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission

**Electrical Service**

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



**Refuse Collection**

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

**Streets**

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

**Inspection Services**

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

**Planning and Zoning**

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

**Street Lighting**

Street lights will be installed in accordance to City policies.

**Recreation**

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

**Miscellaneous**

Fibernet will be installed per the current Morristown Utility System policy.

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

Passed on this 1<sup>st</sup> day of September, 2020.

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Mayor

ATTEST:

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City Administrator

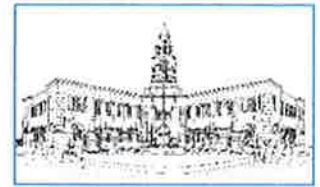
Exhibit A:




# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner   
DATE: August 18<sup>th</sup>, 2020  
SUBJECT: Highway 25-E Rezoning in R2 to IB

## **BACKGROUND:**

This is a request from Mr. Shane Collins, the agent for the property owner, Phyllis Wolfe, to rezone a parcel located off of Highway 25-E from Medium Density Residential (R2) to Intermediate Business (IB). This parcel is located between Dalton Ford Road and Morelock Road and is slightly north of Spring Creek Apartments. This property was originally annexed into the city in 1976 with what was formerly the Appalachian Highway.

This request is in conjunction with the annexation request that is also on City Council's agenda. The applicant has stated that they wish to utilize this parcel and the two that are requesting annexation for a Boat and RV storage facility which is a permitted use in the IB zoning designation. This property is currently vacant and contains approximately 2.26 acres. It has Highway 25-E to the west and vacant farmland surrounds it to the north, south, and east.



Prior to any development on this site, the developer will have to submit a site plan which must meet all city and TDOT standards.

## **RECOMMENDATION:**

Per TDOT, the daily traffic counts near this parcel was 25,384 in 2018 which does not make it suitable for strictly residential development. Additionally, this rezoning request to IB is consistent with the city's future land use plan.

Thus, staff recommends approval of this request and Planning Commission voted 9-0 in support of this request.

ORDINANCE NO. \_\_\_\_\_,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15912, from R2 (Medium Density Residential District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}*

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

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

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

*BEGINNING at the point of intersection of the eastern boundary of the Highway 25-E right-of-way, Parcel 159.12 of Hamblen County Tax Map 025, and Parcel 159.15 of Hamblen County Tax Map 025 and heading in an easterly direction along the common boundary shared by Parcel 159.12 of Hamblen County Tax Map 025, and Parcel 159.15 of Hamblen County Tax Map 025 to the point of intersection between Parcel 159.12 of Hamblen County Tax Map 025, Parcel 159.15 of Hamblen County Tax Map 025, and Parcel 159.16 of Hamblen County Tax Map 025; Thence in a northerly direction along the common boundary shared by Parcel 159.12 of Hamblen County Tax Map 025 and Parcel 159.16 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.12 of Hamblen County Tax Map 025, Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.09 of Hamblen County Tax Map 025 and Parcel 156.10 of Hamblen County Tax Map 025; Thence in an easterly direction along the common boundary shared by Parcel 159.12 of Hamblen County Tax Map 025 and Parcel 156.10 of Hamblen County Tax Map 025 to the point of intersection between Parcel 159.12 of Hamblen County Tax Map 025, Parcel 156.10 of Hamblen County Tax Map 025, and Parcel 156.06 of Hamblen County Tax Map 025; Thence moving in a southerly direction along the common boundary shared by Parcel 159.12 of Hamblen County Tax Map 025 and Parcel 156.06 of Hamblen County Tax Map 025 to the southeast point of intersection of by Parcel 159.12 of Hamblen County Tax Map 025 and Parcel 156.06 of Hamblen County Tax Map 025; thence is a westerly direction along the common boundary of by Parcel 159.12 of Hamblen County Tax Map 025 and Parcel 156.06 of Hamblen County Tax Map 025 to the point of intersection between by Parcel 159.12 of Hamblen County Tax Map 025, Parcel 156.06 of Hamblen County Tax Map 025, and the eastern boundary of the Highway 25-E right-of-way; thence in a southerly direction along the common boundary shared by Parcel 159.12 of Hamblen County Tax Map 025 and the Highway 25-E right-of-way to the point of beginning.*

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

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

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

Passed on first reading the 18th day of August 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading the 1st day of September 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator



Exhibit A:





**DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING**

TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: August 18<sup>th</sup>, 2020  
REQUEST: Rezoning Request

A rezoning request has been submitted by Clint Harrison on behalf of owner Jamison Pack, for property located along South Cumberland Street, just past the Economy Inn. The 8+/- acre parcel is predominantly zoned for residential use, except for a small portion that extends from South Cumberland Street. The applicant has requested the entire property be zoned R-2, as he wishes to develop the entire property into a single family residential neighborhood. Mr. Park will need that small portion rezoned to make the project work.

This area was annexed into the City in the 1960's. While the greater portion of the property has remained vacant, that area closest to South Cumberland Street had been rezoned for commercial use, as had every other parcel between South 3<sup>rd</sup> and Parker Streets. Most recently, that portion of the property had been used as an automotive car sales lot. This property sits between two residential neighborhoods, The Colonies to the east and, Cherokee Hills to the west.





The City's Intermediate District does not permit stand-alone residential units; in order to use the entire property, Mr. Pack is requesting that the portion zoned IB (Intermediate Business) be rezoned to match the remainder of the property, to R-2 (Medium Density Residential).

**RECOMMENDATION:**

Approval of this request will result in the preferred zoning designation for a property, preferring properties be designated with one district. Property having multiple zoning designations often present challenges to development when it comes to obtaining bank loans, accessing the property for taxes, etc.

The Morristown Regional Planning Commission voted unanimously to forward this item to City Council for approval at their August 11<sup>th</sup> meeting.



Above showing approximate location of property access from South Cumberland

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

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

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

**SECTION II.** BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business) to R-2 (Medium Density Residential);

*That portion, which is currently zoned Intermediate Business, on the following described tract of land, which begins at a point in the eastern edge of South Cumberland Street, corner to tract sold to Moody ( WD book 281, page 4423 ); thence North 54 deg 24 min East 200 feet; thence South 44 deg 43 min East 184.17 feet to Purkey; thence with Purkey (now The Colonies) North 49 deg 47 min East 1,196.2 feet to a corner of the tract conveyed to Rose (WD book 252, page 270); thence with Rose northwestwardly 225 feet to the line with Cherokee Hills Subdivision; thence with the subdivision South 54 deg 26 min West 1009.8 feet corner to a tract conveyed to Pruitt, et al (WD book 261 page 329); thence South 44 deg 25 min East 122 feet; thence South 44 deg 26 min West 200 feet to South Cumberland Street; thence with the South Cumberland Street South 44 deg 25 min East 50 feet to the beginning and being part of Tract Five of the Mollie Turley Estate.*

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

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

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

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020;

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

City Administrator



## EXHIBIT A





# City of Morristown

Incorporated 1855

## DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: August 18<sup>th</sup>, 2020  
REQUEST: Rezoning Request

### **BACKGROUND:**

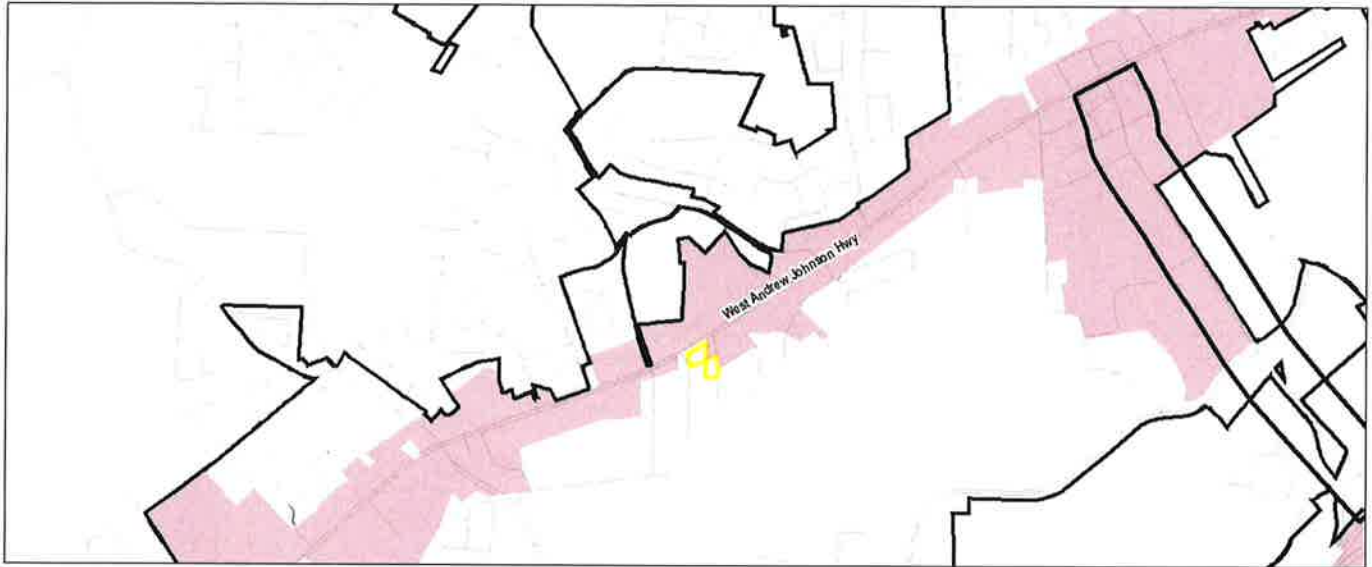
A rezoning request has been submitted by the Fulk Family Limited Partnership for their land located along West Andrew Johnson Highway between Shady Woods Road and Panda Drive. The applicant is asking that the properties be rezoned from their existing designation of R-2 (Medium Density Residential) to IB (Intermediate Business). The reason for the request is the applicant's wish to expand an existing mini-storage facility.

This region of the City was annexed in the early to mid 1990's. The first parcel under consideration, having Parcel ID #048H E 016.00 and addressed 176 Panda Drive, contains two storage buildings, constructed in the early 1980's. The second parcel, ID #048 017.00, has frontage along both Shady Woods Drive and West Andrew Johnson Highway. It is currently vacant. Both properties are zoned R-2 and are shown in yellow in the graphic below.

Another parcel which adjoins the two described above, at the corner of West Andrew Johnson and Panda Drive is owned by the Fults. Though zoned commercial (IB), a dilapidated mobile home sits on the property. The applicant will be tearing it down. All three lots are to be used for the mini-storage expansion.







Classified a Major Arterial, West Andrew Johnson Highway has developed into a heavy commercial corridor – everything shown in pink above is zoned commercial. If approved, there would be one small parcel just west of this request zoned R-2. Staff is getting with the property owner to see if they wish to rezone their property as well.

**RECOMMENDATION:**

The Morristown Regional Planning Commission voted to forward this request on to City Council for approval at their August 11<sup>th</sup> meeting.

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

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

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

**SECTION II.** BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to IB (Intermediate Business);

*To include the whole of Lots 9 – 11 as shown on the Panther Village Subdivision Plat; along with that property located at the southeast intersection of West Andrew Johnson Highway and Shady Woods Road which adjoins Shady Woods Subdivision, Lot 41;*

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

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

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

Passed on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020;

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

## EXHIBIT A





**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000436-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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WAVETRONIX LLC  
78 E 1700 S  
  
PROVO, UT 84606

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
801-734-7241				21000409	MATTHEW MANNING	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
08/12/20	007271				43190	
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price	
001	ORIGINAL		16.00 EACH	3780.00000	60,481.00	
002	SMARTSENSOR MATRIX SS-225 43190-365		16.00 EACH	176.00000	2,817.00	
003	SMARTSENSOR MOUNT SS-611 43190-365		16.00 EACH	134.67000	2,155.72	
004	CABLE, 20FT, 12-8 PIN, 6 CONDUCTOR SS-704-020 43190-365		16.00 EACH	156.00000	2,497.00	
005	SENSOR CABLE JUNCTION BOX SS-710 43190-365		6.00 EACH	3780.00000	22,681.00	
006	CLICK 656 SDLC SERVER RACK CABINET INTERFACE 102-0451 43190-365		6.00 EACH	314.67000	1,889.02	

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

**VENDOR COPY**

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 2

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

Purchase Order # **21000436-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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WAVETRONIX LLC  
78 E 1700 S  
  
PROVO, UT 84606

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
801-734-7241			21000409	MATTHEW MANNING	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
08/12/20	007271				43190
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
007	SDLC FOUR CONNECTOR HUB 102-0449 43190-365		1,889.02		
			2.00 EACH	1637.33000	3,275.66
	SMARTSENSOR 6 CONDUCTOR CABLE, 1000' SPOOL SS-705-001 43190-365				
			3,275.66		
	Total Freight		7.00		
				PO Total	95,796.40

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

**VENDOR COPY**

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)





DATE: 07/31/20

TO: Mr. Matthew Manning

FROM: Wavetronix, LLC  
COMPANY

Steve Rojik  
NAME

Regional Sales Coordinator  
TITLE

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

Mr. Manning:

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

**I. UNIQUE CHARACTERISTICS:**

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

- a. Installed TDOT Matrix Detection Sensors are manufactured solely by Wavetronix.
- b. Patented Digital Wave Radar 16 Beams
- c. True Presence Radar Detection
- d. Up to 10 lanes and 16 channels of detection simultaneously

**II. FUNCTIONAL APPLICABILITY TO MISSION**

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

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



**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000434-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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REMOTEC, INC.  
353 J. D. YARNELL PKWY  
  
CLINTON, TN 37716

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
865-483-1492		865-483-1436	21000423	Diana Morgan	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
08/12/20	005677				42120
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	15500.00000	15,500.00
	Tac-1 Controller Assembly		EACH		
	42120-960		15,500.00		
				PO Total	15,500.00

The City of Morristown is an equal  
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employer EOE / AA

**VENDOR COPY**

Authorized Signature

Date

Authorized Signature

Date

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**Northrop Grumman Corporation**  
**Defense Systems**  
Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716

August 4, 2020

Morristown Police Department

Quote 7819

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including all ANDROS systems and all related upgrades, radios, accessories, parts, refurbishment, service and training. This includes the Power Hawk system that is fully compatible with the ANDROS product line.

The ANDROS robots are in use by police departments and organizations in 26 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC's ANDROS systems have a unique articulated track design, which is patented under U.S. Patent No. 4,746,977, Patent No. 4,923,831 and Patent No. 5,022,812. REMOTEC is the only manufacturer that offers the articulated track design.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 483-0228 ext 226.

Sincerely,

**SCOTT JENKINS** | Customer Support & Training Instructor

Remotec | Northrop Grumman Corporation | Defense Systems

O: 865-483-1492 | [Patrick.Jenkins@ngc.com](mailto:Patrick.Jenkins@ngc.com)



## Morristown City Council Agenda Item Summary

**Date:** August 10, 2020

**Agenda Item:** Approval of Bid – Cart Lifter Bid

**Prepared by:** Joey Barnard, Assistant City Administrator

**Subject:** Cart Lifter Bid

**Background/History:** It has become necessary for the Public Works Department to purchase refuse and recycle Cart Lifters. The current lifters do not secure trash cans firmly and can cause cans to be released into the truck hopper. Although a bid has been approved for automated refuse trucks, we need these lifts on the current trucks until automated trucks come in. We will still need the lifters on the recycle truck as it is not automated.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on July 23, 2020 and on July 26, 2020. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Thursday, August 6 at 2:00 P. M. We received one (1) response.

**Financial Impact:** Funds have been appropriated in the 20-21 budget. The term of the bid is good through June 30, 2022.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Diamondback Products, Inc.

**Attachments:** Bid Tabulation.

City of Morristown  
Cart Lifter Bid  
Thursday, August 6, 2020; 2:00 P.M.

Bidder	Make and Model	Unit Price
Diamondback Products, Inc	Diamondback Model 500	\$ 3,231.00





**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000438-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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SECOM SYSTEMS, INC  
3550 ENGINEERING DRIVE  
SUITE 225  
NORCROSS, GA 30092

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number 770-453-9411		Vendor Fax Number 770-453-9786		Requisition Number 21000477		Delivery Reference/Contact Diana Morgan			
Date Ordered 08/12/20		Vendor Number 013307		Date Required		Interoffice Delivery		Department/Location 42120	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				25.00	575.40000		14,385.00	
					EACH				
	NX3300K2-LKVP-V - UHF PORTABLE RADIO								
	PACKAGE								
	W/KNB57L, KSC25LSK & KRA27M								
	SWC #423								
	42120-419				6,885.00				
	42170-419				4,620.00				
	42130-419				2,880.00				
						PO Total		14,385.00	

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

Authorized Signature

Date

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Authorized Signature

Date

**VENDOR COPY**



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

**Statewide Multi-Year Contract Issued to:**

JVCKENWOOD USA Corporation  
2201 E Dominguez St  
Long Beach, CA 90810

Vendor ID: 0000240352

**Contract Number: 0000000000000000000065827**

Title: JVCKenwood Radio Equipment

Start Date : March 23, 2020 End Date: June 30, 2021

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

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Richard Kotler  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-253-4723  
Fax: 615-741-0684  
Email: [Richard.Kotler@tn.gov](mailto:Richard.Kotler@tn.gov)

**Line Information**

**Line 1**

Item ID:  
*APCAT Catalog*  
Unit of Measure: EA  
Vendor Item/Part #:  
Manufacturer Item #:  
Unit Price: \$ 0

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

<p>APPROVED: <u>Michael F. Perry - JDG</u> <small>Digitally signed by Michael F. Perry - JDG DN: cn=Michael F. Perry - JDG, o=Central Procurement Office, ou=Department of General Services, email=josh.gaddy@tn.gov, c=US Date: 2020.03.23 11:52:04 -05'00'</small> CHIEF PROCUREMENT OFFICER</p>	<p>BY: <u>Josh Gaddy</u> <small>Digitally signed by Josh Gaddy DN: cn=Josh Gaddy, o=Central Procurement Office, ou=Department of General Services, email=josh.gaddy@tn.gov, c=US Date: 2020.03.23 11:51:14 -05'00'</small> PURCHASING AGENT</p>	<p><u>3/23/2020</u> DATE</p>
--	---	----------------------------------



**CITY OF MORRISTOWN**  
**PURCHASING DIRECTOR**

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

# Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000345-02**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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LB TECHNOLOGY, INC  
7005 APPLING FARMS PKWY  
STE 101  
MEMPHIS, TN 38133

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
901-480-8840			21000385	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
07/31/20	007728				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	GPS FOR FLEET PER STATEWIDE CONTRACT #199 JULY 1, 2020 - JUNE 30, 2021		24.00 EACH	15.00000	360.00
002	GPS FOR ENGINEERING VEHICLES (2) 41800-399		360.00 12.00 EACH	15.00000	180.00
003	GPS FOR PUBLIC WORKS ADMINISTRATION VEHICLES (1) 43110-399		180.00 36.00 EACH	15.00000	540.00
004	GPS FOR BUILDING & GROUNDS VEHICLES (3) 43120-399		540.00 24.00 EACH	15.00000	360.00
005	GPS FOR SHOP VEHICLES (2) 43130-399		360.00 348.00 EACH	15.00000	5,220.00
006	GPS FOR STREET REPAIR VEHICLES (29) 43140-399		5,220.00 24.00 EACH	15.00000	360.00
	GPS FOR STREET LIGHTS/SIGNS VEHICLES				

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

Authorized Signature

Date

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Authorized Signature

Date

**51**  
**VENDOR COPY**



**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 2

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

Purchase Order # **21000345-02**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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LB TECHNOLOGY, INC  
7005 APPLING FARMS PKWY  
STE 101  
MEMPHIS, TN 38133

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
901-480-8840			21000385	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
07/31/20	007728				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
007	(2) 43150-399		360.00 300.00 EACH	15.00000	4,500.00
008	GPS FOR BRUSH & SNOW VEHICLES (25) 43160-399		4,500.00 12.00 EACH	15.00000	180.00
009	GPS FOR COMMUNICATIONS VEHICLES (1) 43175-399		180.00 120.00 EACH	15.00000	1,800.00
010	GPS FOR SANITATION VEHICLES (10) 43210-399		1,800.00 48.00 EACH	15.00000	720.00
011	GPS FOR STORMWATER (4) 43293-399		720.00 12.00 EACH	15.00000	180.00
012	GPS FOR RECYCLING (1) 44500-399		180.00 1.00 EACH	4825.00000	4,825.00
	4G UPGRADE FEE WITH INSTALLATION				
	41800-399		120.00		
	43110-399		60.00		
	43120-399		180.00		
	43130-399		120.00		
	43140-399		1,630.00		

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

Authorized Signature

Date

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Authorized Signature

Date

**VENDOR COPY**





**CITY OF MORRISTOWN**  
**PURCHASING DIRECTOR**

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

# Purchase Order

Fiscal Year 2021

Page 3

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

Purchase Order # **21000345-02**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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LB TECHNOLOGY, INC  
7005 APPLING FARMS PKWY  
STE 101  
MEMPHIS, TN 38133

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
901-480-8840			21000385	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
07/31/20	007728				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
	43150-399		120.00		
	43160-399		1,545.00		
	43210-399		655.00		
	43293-399		260.00		
	44500-399		75.00		
	43175-399		60.00		
				PO Total	19,225.00

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

Authorized Signature

Date

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**VENDOR COPY**

Authorized Signature

Date



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

**Statewide Contract Issued to:**

LB Technology Inc  
7005 Appling Farms Pkwy Ste 101  
Memphis, TN 38133  
Vendor ID: 0000185286

**Contract Number: 0000000000000000000044824**

Title: GPS Vehicle Tracking Systems

Start Date: February 01, 2015 End Date: April 30, 2021

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

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Porter  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-1192  
Fax: 615-741-0684  
Michael.porter@tn.gov

**Line Information:**

**Line 2**

Item ID:

*LB Telematics Accessories and Add-On Services Catalog, 0% Discount off List Price*

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

**Line 3**

Item ID: 1000168555

*GPS Service, Vehicle, Monthly, Includes Device Lease, Real-Time Tracking and Reporting Analytics*

Unit of Measure: MO

Vendor Item/Part #: GV3001

Manufacturer Item #:

Unit Price: \$ 16

**Line 4**

Item ID: 1000168556

*GPS Service, Add-On Feature, 30-Second Refresh Rate, per Vehicle, Monthly*

Unit of Measure: MO

Vendor Item/Part #: GV3002

Manufacturer Item #:

Unit Price: \$ 5

**Line 5**

Item ID: 1000168557

*GPS Service, Vehicle, Lost or Damaged Device Replacement Charge*

Unit of Measure: EA

Vendor Item/Part #: GV3003

Manufacturer Item #:

Unit Price: \$ 65

**Line 6**

Item ID: 1000168558

*Training, Instructor-Led, Online, Vehicle GPS Service, per Student*

Unit of Measure: EA

Vendor Item/Part #: GV3004

Manufacturer Item #:

Unit Price: \$ 0.5

**Line 7**

Item ID: 1000168559

*Installation, GPS Service, Vehicle - Tier 1*

Unit of Measure: EA

Vendor Item/Part #: GV3005

Manufacturer Item #:

Unit Price: \$ 50

**Line 8**

Item ID: 1000168560

*Self-Install Kit, GPS Service Hardware, Vehicle*

Unit of Measure: EA

Vendor Item/Part #: GV3006

Manufacturer Item #:

Unit Price: \$ 65

**Line 9**

Item ID: 1000188799

*Upgraded 5G GPS Service, Vehicle, Monthly, Includes Device Lease, Real-Time Tracking and Reporting Analytics*

Unit of Measure: MO

Vendor Item/Part #: GV3007

Manufacturer Item #:

Unit Price: \$ 99

**Line 10**

Item ID: 1000188800

*Installation, GPS Service, Vehicle - Tier 2*

Unit of Measure: EA

Vendor Item/Part #: GV3008

Manufacturer Item #:

Unit Price: \$ 100

**Line 11**

Item ID: 1000188801

*Installation, GPS Service, Vehicle - Tier 3*

Unit of Measure: EA

Vendor Item/Part #: GV3009

Manufacturer Item #:

Unit Price: \$ 250

**Line 12**

Item ID: 1000188802

*Posted Speed Limit analysis*

Unit of Measure: MO

Vendor Item/Part #: GV3010

Manufacturer Item #:

Unit Price: \$ 2.75

**Line 13**

Item ID: 1000188803

*Gv3004 Non Warranty Service Call*

Unit of Measure: EA

Vendor Item/Part #: GV3011

Manufacturer Item #:

Unit Price: \$ 100

**Line 14**

Item ID: 1000188804  
*Replacement Wiring Harness*  
Unit of Measure: EA  
Vendor Item/Part #: GV3012  
Manufacturer Item #:  
Unit Price: \$ 5

**Line 15**

Item ID: 1000188805  
*Trailer Temperature Monitor*  
Unit of Measure: MO  
Vendor Item/Part #: GV3013  
Manufacturer Item #:  
Unit Price: \$ 1

**Line 16**

Item ID: 1000188806  
*Panic Button/SOS button*  
Unit of Measure: MO  
Vendor Item/Part #: GV3014  
Manufacturer Item #:  
Unit Price: \$ 0.5

**Line 17**

Item ID: 1000188807  
*OBD Y-Splitter Accessory Cable*  
Unit of Measure: EA  
Vendor Item/Part #: GV3015  
Manufacturer Item #:  
Unit Price: \$ 10

**Line 18**

Item ID: 1000188808  
*Bluetooth driver registration system*  
Unit of Measure: MO  
Vendor Item/Part #: GV3016  
Manufacturer Item #:  
Unit Price: \$ 1

**Line 19**

Item ID: 1000188809  
*6-pin or 9-pin Accessory Cable*  
Unit of Measure: EA  
Vendor Item/Part #: GV3017  
Manufacturer Item #:  
Unit Price: \$ 25

**Line 20**

Item ID: 1000188810  
*In Cab buzzer*  
Unit of Measure: MO  
Vendor Item/Part #: GV3018  
Manufacturer Item #:  
Unit Price: \$ 0.25

**Line 21**

Item ID: 1000188811  
*Snowplow Cable Kit*  
Unit of Measure: EA  
Vendor Item/Part #: GV3019  
Manufacturer Item #:  
Unit Price: \$ 82

**Line 22**

Item ID: 1000188812

*Forward Facing In-Cab Camera w/ GPS Service*

Unit of Measure: MO

Vendor Item/Part #: GV3020

Manufacturer Item #:

Unit Price: \$ 52

**Line 23**

Item ID: 1000188813

*Dual Camera Package w/ GPS service*

Unit of Measure: MO

Vendor Item/Part #: GV3021

Manufacturer Item #:

Unit Price: \$ 55

**Line 24**

Item ID: 1000188814

*Plow Over Hydraulic Module*

Unit of Measure: MO

Vendor Item/Part #: GV3022

Manufacturer Item #:

Unit Price: \$ 5

**Line 25**

Item ID: 1000188815

*Tire Pressure Monitor kit*

Unit of Measure: MO

Vendor Item/Part #: GV3023

Manufacturer Item #:

Unit Price: \$ 5

Michael F.  
Perry - JDG

Digitally signed by Michael F.  
Perry - JDG  
DN: cn=Michael F. Perry - JDG,  
o=Central Procurement Office,  
ou=Department of General  
Services,  
email=josh.gaddy@tn.gov, c=US  
Date: 2020.04.03 14:58:09 -05'00'

APPROVED:

CHIEF PROCUREMENT OFFICER

Michael  
Porter

Digitally signed by Michael Porter  
DN: cn=Michael Porter, o=Central  
Procurement Office, ou=State of  
Tennessee,  
email=michael.porter@tn.gov,  
c=US  
Date: 2020.04.03 14:05:30 -05'00'

BY:

PURCHASING AGENT

4/3/2020

DATE





## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 10/01/2019	<b>End Date</b> 09/30/2020	<b>Agency Tracking #</b> 34101-02921	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> HAMBLLEN COUNTY			<b>Edison Vendor ID</b> 27		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # 20.703</b>  <b>Grantee's fiscal year end June 30th</b>			
<b>Service Caption</b> (one line only) U.S. DEPARTMENT OF TRANSPORTATION PASS-THROUGH FUNDING FOR FUNDING YEAR 2020 HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021		11,200.00			11,200.00
<b>TOTAL:</b>		<b>11,200.00</b>			<b>11,200.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		<p>All ninety-five (95) counties are eligible for funding and will be notified by letter.</p> <p>Each interested county submits a scope of work (application) and a list of items to be purchased based on the amount requested.</p> <p>(1) The application specifies that, if the applicant local jurisdiction is awarded grant funding, the funds will be used only for eligible expenditures under the Hazardous Materials Emergency Preparedness Grant Program as specified by the Federal Hazardous Materials Transportation Act, Public Law 49-5105.</p> <p>(2) The applicant local jurisdiction has an approved human resources merit system and appears to be in compliance with Title VI of the Civil Rights Act of 1964.</p> <p>(3) The applicant local jurisdiction commits a 20% match to the amount of the requested grant award.</p> <p>The Hazardous Materials Emergency Preparedness Grant Program Manager will review each application meeting the requirements above and rank the applications based upon any relevant historical data that may be applicable, whether the applicant local jurisdiction has a major Hazardous Materials transportation corridor running within its boundaries (i.e. Rail, Highway, Air or Water), the likelihood and/or anticipated frequency of Hazardous Materials incident occurrence(s) likely to occur within the applicant local jurisdiction, and the reasonableness of the requested grant amount. Then the state shall award grant funding as requested, in rank order, until all available funding is committed.</p>			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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.			<b>CPO USE – GG</b>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
HAMBLÉN COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamblen County, hereinafter referred to as the "Grantee," is for the provision of providing pass-through funding from the United States Department of Transportation, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 27

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. This grant will provide resources for hazardous materials (hazmat) preparedness during the grant period. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract. The Grantee shall:
- A.2. Complete those project(s) outlined in A.3. through A.7. The project(s) will be in accordance with the application received from Hamblen County and approved by the United States Department of Transportation.
- A.3. Procure items, training and/or equipment for the purpose of Hazmat preparedness.
- A.4. Assess and identify hazmat transportation corridors and facilities within Hamblen County.
- A.5. Review Emergency Response Plans and Standard Operating Procedures [SOP(s)] within Hamblen County and update documents as necessary.
- A.6. Comply with Project Requirements:
  - a. All work shall be completed by September 1, 2020.
  - b. All progress reports must be submitted quarterly to the Project Manager.
  - c. Any problems and/or concerns must be directed to the State Project Manager.
  - d. The Grantee must notify, in writing, the Project Manager thirty (30) days prior to any exercise date.
  - e. Upon completion of the grant contract the Program Manager will review and assess this grant contract prior to closeout.
- A.7. Unobligated Funds. The Local Emergency Planning Committee (LEPC) Point of Contact is responsible for identifying any amount of unspent funding and notifying TEMA HMEP Program Manager, no later than August 1<sup>st</sup>. This is in an effort to allow for the funding to be re-appropriated. Any sub application that does not meet this requirement will risk applications being lower priority for the next HMEP grant cycle.

Funds status will be reported to TEMA HMEP Program Manager on June 30, 2020. Status can be reported by email to [michael.rinehart@tn.gov](mailto:michael.rinehart@tn.gov) or by telephone at (615) 815-8918. The report will include total amount of contract, amount of federal funds obligated/spent and the amount of

unobligated funds. Obligated unreimbursed funds will require back up documentation of obligation. Unobligated funds will be reduced from the contract by amendment.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on 10/01/2019 ("Effective Date") and extend for a period of eleven (11) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
    - (1) Activities that are reasonably related to the Scope of Services;
    - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
    - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
  - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
  - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
  - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
  - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
    - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
    - (2) the relevant federal agency fails or refuses to finalize a grant; or
    - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
  - f. The start date of the State's federal preaward authority is October 1, 2019.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eleven thousand two hundred dollars and 00/100 (\$11,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency  
Bureau of Response  
Attn: Michael Rinehart, Hazardous Materials Branch Manager  
3041 Sidco Drive  
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
  - (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:

Michael Rinehart, Hazmat Branch Manager  
Bureau of Response  
3041 Sidco Drive  
Nashville, TN 37204  
[michael.rinehart@tn.gov](mailto:michael.rinehart@tn.gov)  
Telephone #: (615) 815-8918  
FAX #: (615) 741-4173

The Grantee:

Gary Chesney, City Mayor  
City of Morristown-Hamblen County  
PO Box 1499  
Morristown, TN 37816  
[gchesney@mymorristown.com](mailto:gchesney@mymorristown.com)  
Telephone #: (423) 581-0100  
FAX #: N/A

Point of Contact:

Clark Taylor, Chief  
Morristown Fire Department  
421 West Louise Avenue  
Morristown, TN 37816  
[ctaylor@mymorristown.com](mailto:ctaylor@mymorristown.com)  
Telephone #: (423) 585-4651  
FAX #: N/A

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. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's

fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this



Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in

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

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into,

or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

**IN WITNESS WHEREOF,**

**HAMBLÉN COUNTY:**

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**GRANTEE SIGNATURE**

**DATE**

**GARY CHESNEY, CITY MAYOR**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:**

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**MG JEFFREY H. HOLMES, THE ADJUTANT GENERAL,  
MILITARY DEPARTMENT**

**DATE**

**I certify that this entity meets Civil  
Rights Title VI compliance.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Reviewed by Dept. of Military Civil Rights Title VI Officer



GRANT BUDGET				
<b>GRANTEE NAME: HAMBLEN COUNTY</b> U.S. DEPARTMENT OF TRANSPORTATION PASS-THROUGH FUNDING FOR HAZARDOUS MATERIALS EMERGENCY PLANNING PROGRAM FUNDING YEAR 2020				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b> <b>Applicable</b> <b>Period:</b> BEGIN: 10/01/2019 END: 09/30/2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	11,200.00	2,800.00	14,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	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	<b>GRAND TOTAL</b>	<b>11,200.00</b>	<b>2,800.00</b>	<b>14,000.00</b>

<sup>1</sup> 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: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Public sector planning and training in support of the emergency planning and training efforts to deal with hazardous materials emergencies and particularly those involving transportation.	11,200.00
TOTAL	11,200.00

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Hamblen County
Subrecipient's DUNS number	074909227
Federal Award Identification Number (FAIN)	693JK31940047HMEP
Federal award date	10/01/2019
CFDA number and name	20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants
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	\$ 624,007.00
Total amount of federal funds obligated to the subrecipient	\$ 11,200.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 11,200.00
Name of federal awarding agency	USDOT-Pipeline and Hazardous Materials Safety Administration
Name and contact information for the federal awarding official	Fazal E. Mirza, Contracting Officer U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE Washington, DC 20590 Telephone: (202) 366-5180 Fax: (202) 366-7974 Email: fazal.mirza@dot.gov
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

### Notice of Audit Report

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

- ☐ Hamblen County is subject to an audit for fiscal year 2021.
- ☐ Hamblen County is not subject to an audit for fiscal year 2021.

Grantee’s Edison Vendor ID Number: 27

Grantee’s fiscal year end: June 30<sup>th</sup>

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

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

**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: 27

Is Hamblen County a parent? Yes ☐ No ☐

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

Is Hamblen County 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  
3<sup>rd</sup> 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: \_\_\_\_\_





**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000435-01**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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10-8 VIDEO LLC  
1423 HUNTSVILLE HWY  
  
FAYETTEVILLE, TN 37334

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CITY OF MORRISTOWN  
100 W. 1ST NORTH STREET  
purchasing@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
888-788-1048		931-233-1263	21000476	Diana Morgan	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
08/12/20	006640				42120
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	1200-302 HD4+2 Quad HD and WIFI capable DVR- 2 cameras (1) Front and (1) Rear HD Camera 900Mhz Wireless Mic 32GB SD card Mirror Monitor All necessary cables and mounting brackets included Lifetime Software and Firmware Updates. 42120-419		14.00 EACH	1795.50000	25,176.95
	Total Freight		39.95		
				PO Total	25,176.95

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

**VENDOR COPY**

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)

# 10-8 VIDEO

DIGITAL EVIDENCE SOLUTIONS

1423 Huntsville Hwy Fayetteville, TN. 37334  
888-788-1048 fax 931-233-1263

24 April, 2019

To Whom It May Concern,

This letter is to confirm that the *10-8 Video HD4 Camera System*, and the specification of the same, are not available anywhere but from 10-8 Video. We are the manufacturer of said equipment and as such, the sole source of this system. Our software is also proprietary and compatible with any Windows based server / PC..

Sincerely,

Debbie Ragsdale

Debbie Ragsdale  
CFO, 10-8 Video, LLC