

WORK SESSION
September 15, 2020
Pre-Meeting Work Session – Cancelled

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
September 15, 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. September 1, 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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 9-21

A Resolution of the City Council of the City of Morristown, Tennessee Supporting the East Tennessee Human Resource Agency's (ETHRA's) Application(s) for the Tennessee Department of Transportation FFY 2020 Federal Transportation Administration (FTA) Section 5303/ 5304.

2. Resolution No. 10-21

A Resolution of the City Council of the City of Morristown, Tennessee to Rename a Public Right-of-Way within the City Limits of Morristown from Chestnut Avenue to Jaram Road.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee, *Hamblen County Tax Parcel ID# 025 160.00*, property located east of Morelock Road and north of John Hay Elementary School.

9-c. Awarding of Bids/Contracts

1. Approval of contract between the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and WSP USA Inc. for the development of the US 11E/SR 34/N Andrew Johnson Highway Corridor Study in the amount of \$100,000 with a Federal Match of 80% and Local Match of 20%.
2. Approval of Proposal from LDA Engineering for Stormwater Design at Wayne Hansard Park in the amount of \$9,000.
3. Approval of Proposal from Telics to provide appraisal services for the Brights Pike Bridge Project in the amount of \$24,000.
4. Acceptance of Contract with the State of Tennessee Department of Safety and Homeland Security for the Highway Safety Office Grant in the amount of \$40,000.

9-d. Board/Commission Appointments

1. Council appointment or re-appointment of City Judge for a four (4) year term to expire on September 15, 2024; term expiring Matt Sexton.
2. Council appointment or re-appointment to the Morristown/Hamblen County Solid Waste System for a three (3) year term to expire on October 1, 2023; term expiring John Hofer.
3. Confirmation of a nomination to the Morristown/Hamblen County Solid Waste Disposal System made by the City Administrator from among the Mayor and City Council for a 3-year term to expire on October 1, 2023; term expiring Bob Garrett.

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:

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 20, 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 September 15, 2020

1. Delinquent Tax Sale

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
September 1, 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, September 1, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

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

Councilmember A'Hearn made a motion to approve the August 18, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney and Vice Mayor Senter spoke about the presentation made earlier in the day of the proclamation commemorating Tennessee Women's Suffrage and the 100th Anniversary of the historical passage of the 19th Amendment to the Constitution of the United States that granted women the right to vote.

Mayor Chesney opened the floor for citizens comments related to Agenda items; Linda Noe spoke.

A Public Hearing was held relating to Ordinance No. 3656; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3656 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3656

Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Eseo Way public right-of-way and the Portion of Allison Street public right-of-way north of the intersection of W. 3rd North Street}.

A Public Hearing was held relating to Resolution 7-21; no one spoke.

Councilmember Pedigo made a motion to approve Resolution No. 7-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Resolution No. 7-21

A Resolution of the City Council of the City of Morristown, adopting a Plan of Services for the Annexation of Properties Located between Highway 25-E and Morelock Road.

A Public Hearing was held relating to Ordinance No. 3657; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3657 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3657

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.

A Public Hearing was held relating to Ordinance No. 3658; no one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3658 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3658

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).

A Public Hearing was held relating to Ordinance No. 3659; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3659 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3659

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.

A Public Hearing was held relating to Ordinance No. 3660; no one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3660 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3660

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.

Councilmember Bivens made a motion to approve Resolution No. 8-21. Councilmember Smith seconded the motion and upon roll call; all voted “aye.”

Resolution No. 8-21

A Resolution of the City of Morristown, Tennessee approving the Civil Service Board's Amendments to its Public Safety Qualifications and Standards for Entry-Level and Promotion (Green and Orange) Books.

Councilmember Senter made a motion to approve the Interlocal Agreement between the City of Morristown, TN and Hamblen County, TN related to the 2020 Byrne Justice Assistance Grant (JAG) Program Award. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve the Grant Contract with the Tennessee Department of Transportation in the amount \$86,500 for a Land Acquisition Taxiway Relocation Study at the Morristown Regional Airport. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to accept the bid for Plastic Recycle and Refuse Containers and award the best and lowest bid to IPL Plastics, Inc. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Purchase (PO #21000533-00) of a 2020 Ford Ranger Pickup Truck for the Public Works Department via Statewide Contract #209. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve the bid, subject to the Tennessee Department of Transportation Concurrence, for the West Andrew Johnson Highway Rehabilitation Project (TDOT PIN 121752.00) and award to Summers-Taylor Construction in the amount of \$844,870.66. Councilmember Smith 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; Linda Noe spoke.

Mayor Gary Chesney adjourned the September 1, 2020 Morristown City Council meeting at 5:32 p.m.

Mayor

Attest:

City Administrator

RESOLUTION 9-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE SUPPORTING THE EAST TENNESSEE HUMAN RESOURCE AGENCY'S (ETHRA'S) APPLICATION(S) FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION FFY2020 FEDERAL TRANSPORTATION ADMINISTRATION (FTA) SECTION 5303/ 5304.

WHEREAS, the Morristown City Council, in conjunction with the Lakeway Area Metropolitan Transportation Organization (LAMTPO) seeks to continually maintain, enhance, and improve the transportation system and infrastructure; and

WHEREAS, the Morristown City Council desires to improve and enhance the safety, security, and aesthetics of the transportation system and services within the LAMTPO metropolitan area; and

WHEREAS, the purpose of the Residual Federal Transit Administration (FTA) Section 5303/5304 Program funding will be awarded to eligible transit planning projects aiming to support ridership, invest in multimodal communities and improve community resilience; and

WHEREAS, the Residual FTA Section 5303/ 5304 grant (SFY21) applications are due back to TDOT on September 21, 2020; and

WHEREAS, the funding breakdown for programs or projects will be FTA Section 5303 funds at 80%, Tennessee Department of Transportation (TDOT) at 10% funding, and a 10% local match (provided by ETHRA); OR FTA Section 5304 funds at 80%, Tennessee Department of Transportation (TDOT) at 20% funding; and

WHEREAS, the governing entities of LAMTPO support the East Tennessee Human Resource Agency's (ETHRA's) grant application(s) for the Residual FTA Section 5303/ 5304 funds (SFY21).

NOW, THEREFORE BE IT RESOLVED that the Morristown City Council does hereby support ETHRA's grant application(s) for the Residual FTA Section 5303/ 5304 funds (SFY21).

PASSED ON THIS THE 15th DAY OF SEPTEMBER, 2020.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. 10-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE TO RENAME A PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS OF MORRISTOWN FROM CHESTNUT AVENUE TO JARAM ROAD (see attached Exhibit A).

WHEREAS, Chestnut Avenue is a disconnected street with two separate portions with one being to the south of Meadowood Lane and the other being to the east of N. Haun Street; and

WHEREAS, having a public street that does not connect can cause issues for emergency services and response; and

WHEREAS, the request is to rename Chestnut Avenue south of Meadowood Lane to its endpoint north of E. Andrew Johnson Highway to Jaram Road; and

WHEREAS, renaming this portion of Chestnut Avenue to Jaram Road would place the western endpoint of Chestnut Avenue just south of E. Andrew Johnson Highway; and

WHEREAS, on September 8th, 2020, the Morristown Regional Planning Commission approved a recommendation to the Morristown City Council for further consideration.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown, TN that the public right-of-way currently described as Chestnut Avenue south of Meadowood Lane be renamed to Jaram Road.

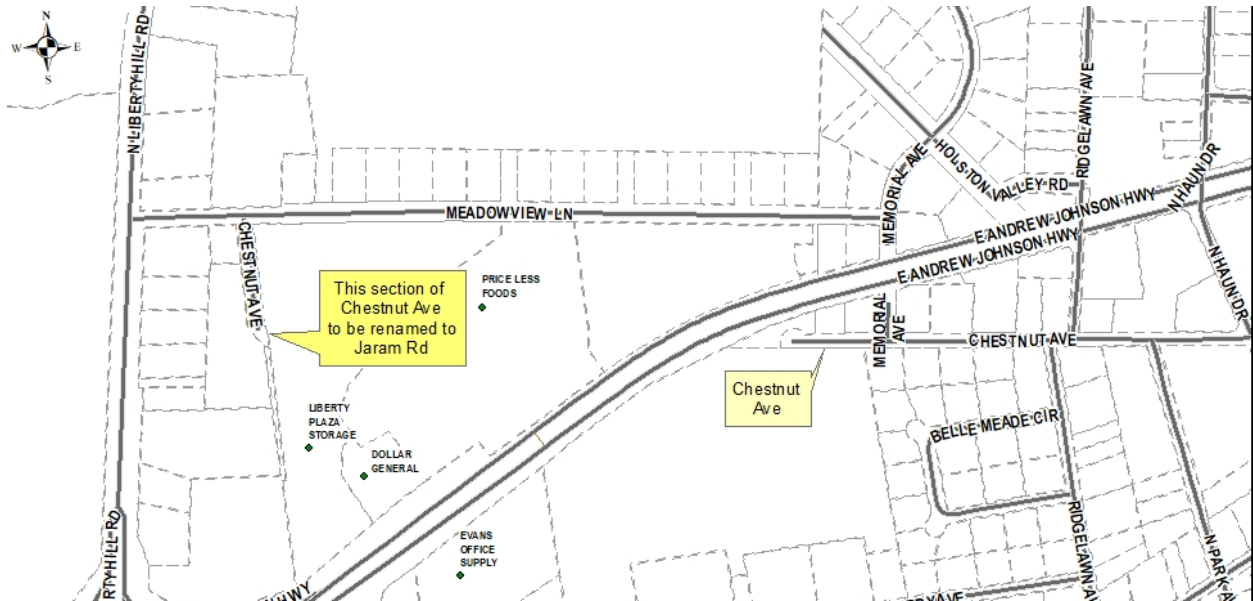
ADOPTED THIS THE 15th DAY OF SEPTEMBER 2020.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Exhibit A:



City of Morristown

Incorporated 1855

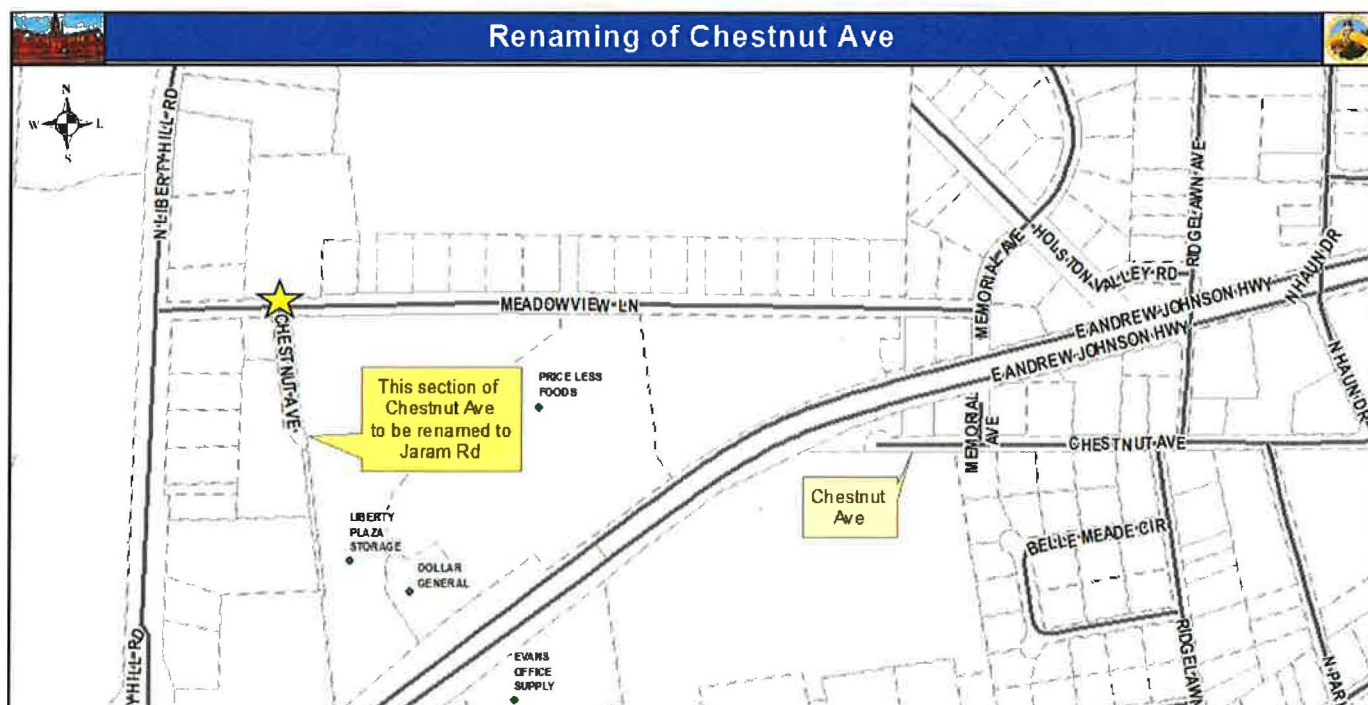
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: September 15th, 2020
SUBJECT: Chestnut Avenue Street Renaming

BACKGROUND:

Chestnut Avenue is a disconnected street with one portion being located to the south of Meadowood Lane, which is just east of N. Liberty Hill Road, while the second portion is located to the west of N. Haun Drive. Roads such as this can cause logistical problems for emergency services. Thus, after discussing it over with the lone property owner of the western portion of Chestnut, the owner and staff has agreed to suggest renaming this portion of Chestnut Avenue to Jaram Road. This suggested name has been supported by the GIS Department and Morristown-Hamblen 911.



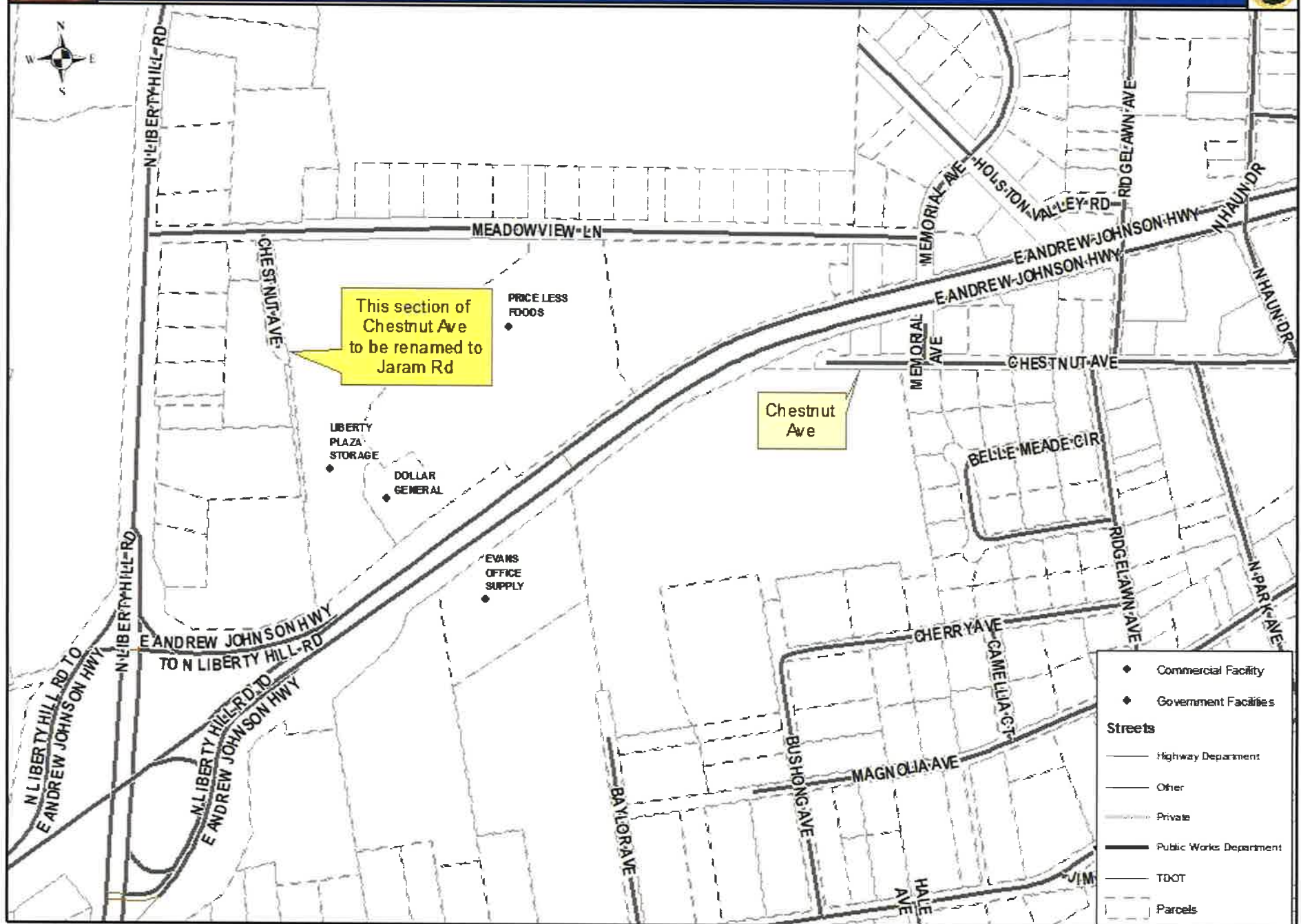
As noted above, this portion contains only one property owner but it does contain a 19-unit apartment complex.

RECOMMENDATION:

Staff recommends approval of the proposed street renaming for the above referenced portion of Chestnut Avenue to Jaram Road. Planning Commission voted 7-0 in support of this request.



Renaming of Chestnut Ave



DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

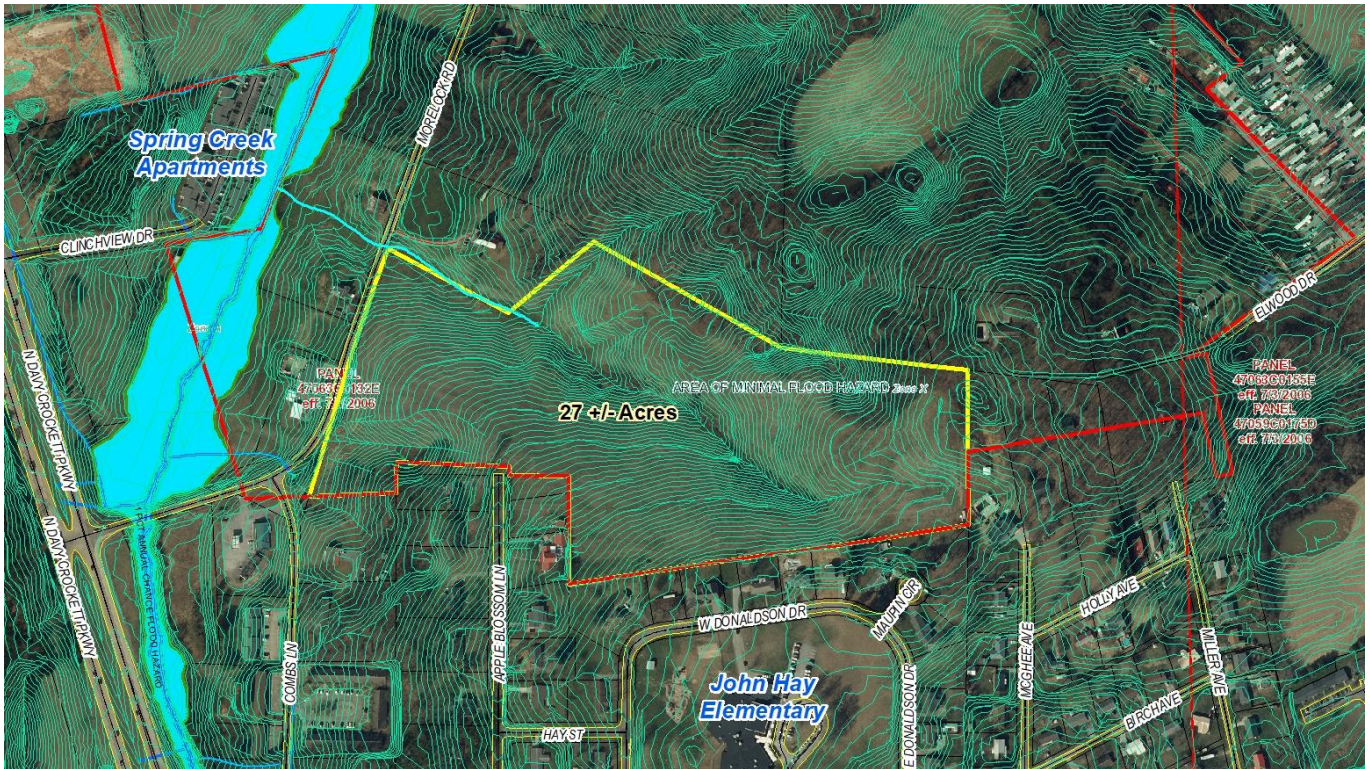
Spring Creek Apartments

John Hay Elementary

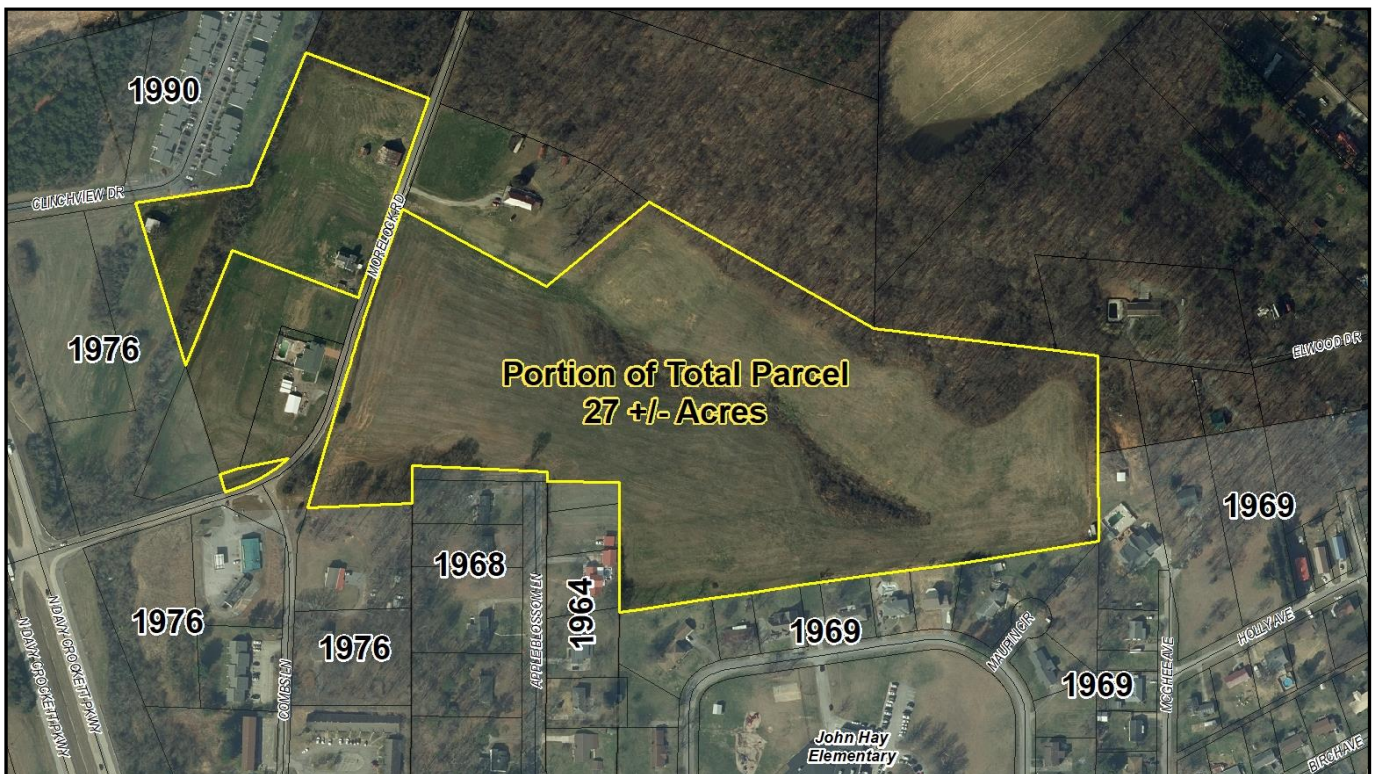
27 +/- Acres

RETURN TO AGENDA

Topography



Annexation Year of Surrounding Property



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 that portion of Hamblen County Tax Parcel ID# 025 160.00, located east of
Morelock Road, the general location being shown on the attached exhibit A;*

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

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

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

(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 territory adjoining the present corporate boundaries:

Beginning along the eastern right of way line of Morelock Road, at the intersection of Morelock Road and Combs Lane, follow said right of way north approximately 765 feet; from this point, travel in a southeastern direction for approximately 405 feet along a shared line with Morelock; from this point travel approximately 330 feet in a northeastern direction following a common line shared with Morelock; from this point travel in a southeastern direction approximately 636 feet along a shared line with Houston; then again in a southeasterly direction, travel approximately 453 feet to a line shared with Hyder; thence another 100 feet along a line shared with Cope; then south 466 feet along lines shared with Gibson; thence 1200 feet in a westerly direction along lines shared with the Lea Hills 2 subdivision; thence 320 feet north along shared property lines of Brittain, Mullins and Morelock; follow boundary of Morelock west to end of Apple Blossom right of way; thence follow right of way north to Morristown City property; following boundary of Morristown City property west approximately 330 feet; thence south approximately 80 feet along shared lines with Morristown City and Linkous; thence west to point of beginning.

(2) R-2 (Medium Density Residential) 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 15th day of September 2020.

ATTEST:

Mayor

City Administrator

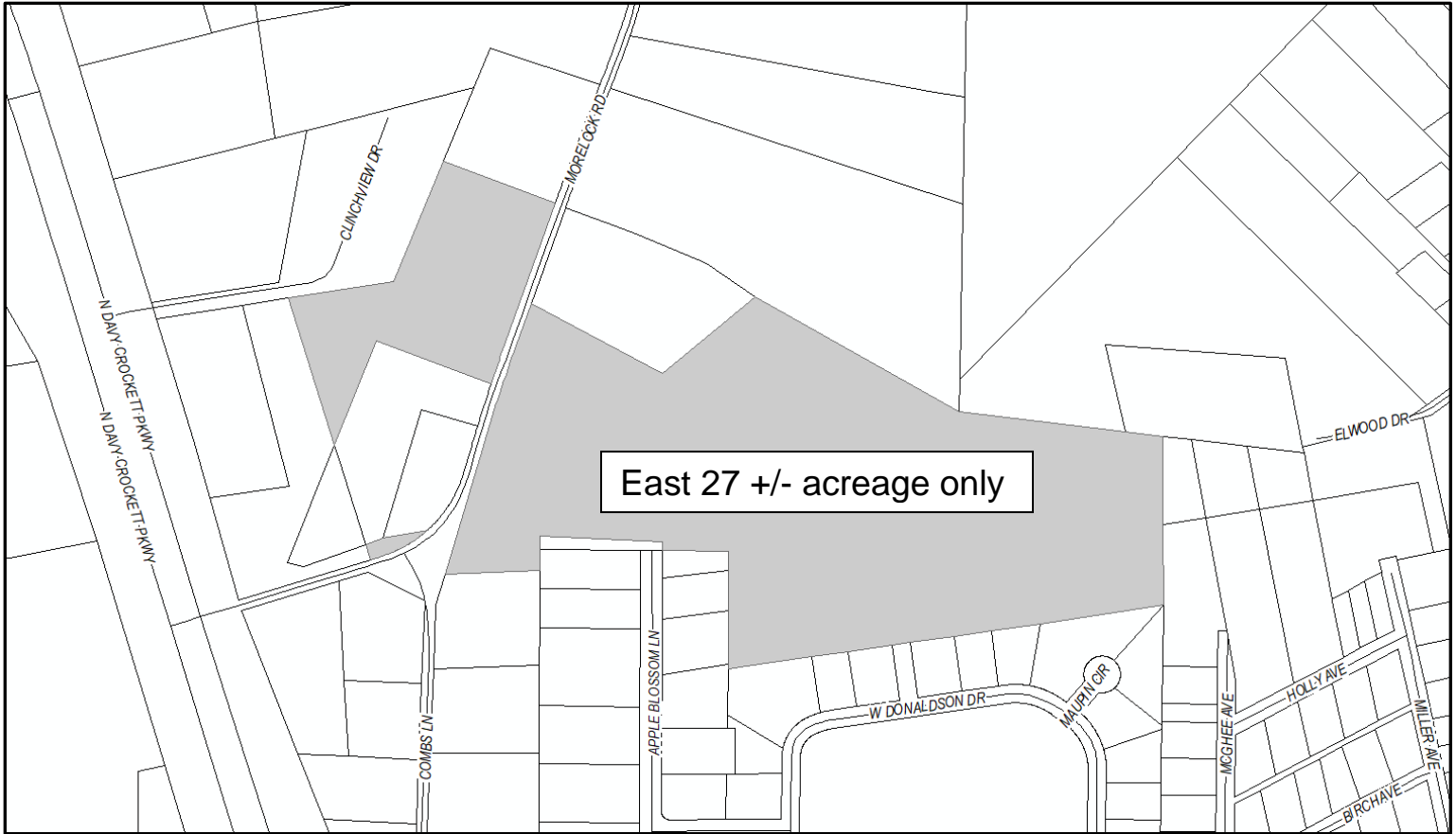
Passed on second and final reading the 6th of October 2020.

ATTEST:

Mayor

City Administrator

Exhibit A:



PLAN OF SERVICES
RESOLUTION NO. _____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED ALONG THE EAST SIDE OF MORELOCK ROAD IN MORRISTOWN TENNESSEE.

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

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

Property identified as that part of Hamblen County Tax Parcel ID # 025 16000 located along the east right of way line of 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

Russellville 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.

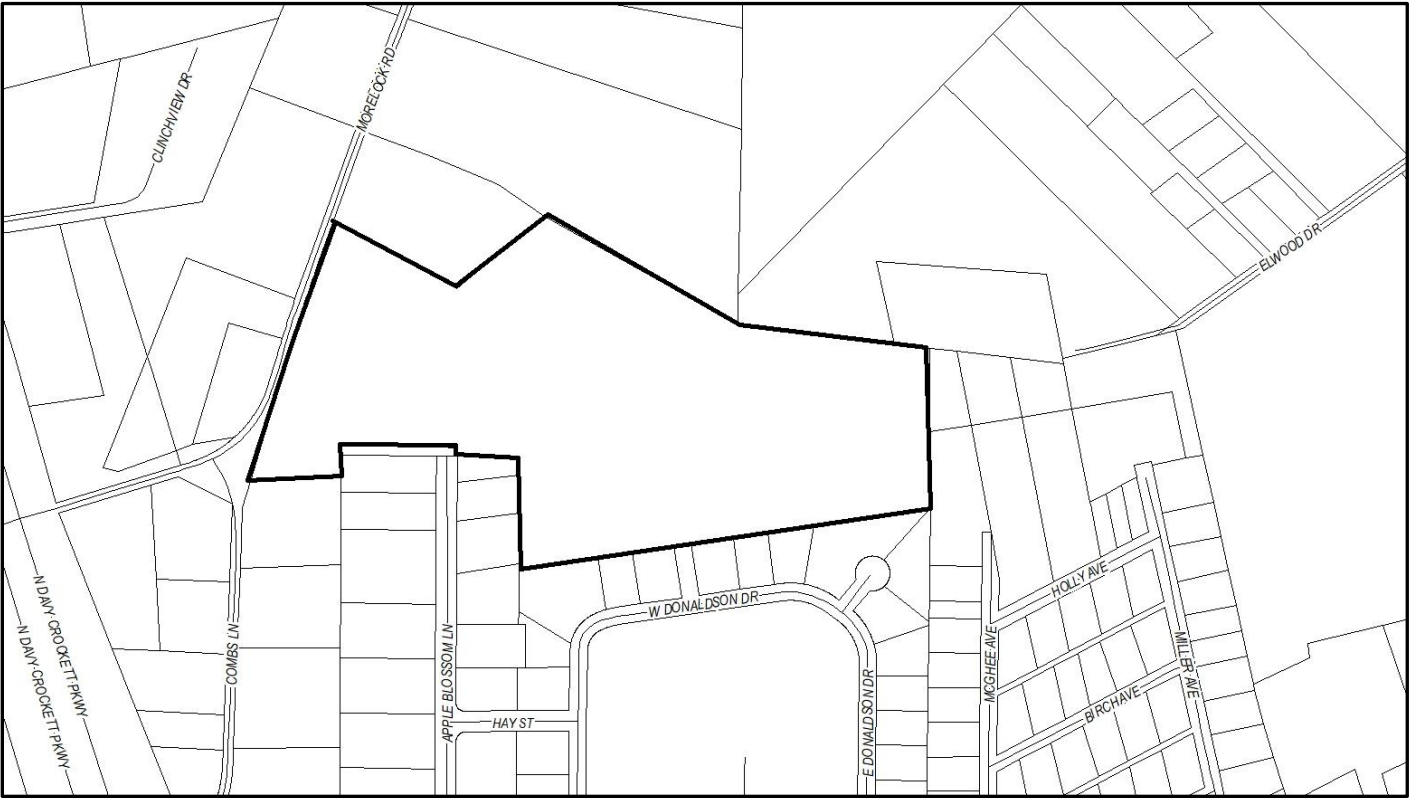
Passed on this 6th day of October, 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: September 9, 2020

Subject: LAMTPO SR34/ US Hwy 1 IE/ W Andrew Johnson Corridor Study

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of doing a transportation/ land use corridor study of SR34/ US Hwy 1 IE/ W Andrew Johnson Corridor Study. The study limits will be from the westernmost Morristown corporation boundary to the Walters Dr/ W Morris Blvd intersection.

LAMTPO had gone through the RFQ process, with a selection committee made up from Morristown, Hamblen County, TDOT, and Rich DesGroseilliers, MTPO Coordinator. The firm that was chosen was WSP Associates.

The total contract cost is \$100,000.00, which 80% will be paid for by federal CPG funds.

Total amount	Federal match (80%)	Local match (20%)
\$100,000.00	\$80,000.00	\$20,000.00

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO TAC and Executive Boards approved WSP Associates and contract unanimously at their September 3, 2020 and September 9, 2020 meetings, respectively. LAMTPO *staff* recommends approving the contract as submitted.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W ^{1st} N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.

THIS AGREEMENT, made this day of September 2020, by and between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), (hereinafter called the "Client") and WSP USA Inc. (hereinafter called "Consultant") for the development of the US 11E/SR 34/IN Andrew Johnson Highway Corridor Study (hereinafter called "Project").

In consideration of the mutual covenants and agreement herein contained, the Client and Consultant agree as follows:

SECTION I - SCOPE OF SERVICES

1. The work to be performed under this Agreement includes the preparation and development of a Corridor Study for a continuous corridor on US Highway 11E / State Route 34/West Andrew Johnson Highway extending from the western most boundary of the Morristown corporation limits (approximately Three-hundred and Twenty-Five (325) feet West of East Old Andrew Johnson Highway) traversing northeast to the intersection of Walters Drive/West Morris Boulevard. The specific responsibilities of this effort are contained in the Scope of Services (Attachment A).

SECTION II - SCHEDULE

1. The Project schedule (Attachment B) provides for completion of the entire Project by May 31, 2021. This schedule may be amended during the course of the contract as mutually agreed by the Client and Consultant.

SECTION III - COMPENSATION AND PAYMENTS

1. Consultant agrees to provide those services, as described in the Scope of Services. For satisfactory performance of the services contained in this Agreement, the Client shall pay Consultant in accordance with the Scope of Services. Total lump sum compensation for this project including labor, overhead, travel, printing, copying and other services and expenses shall equal ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00).
2. Invoices shall be submitted by Consultant to the Client on a monthly basis for actual work performed and cost incurred. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of services rendered during the invoice period to the total of services to be provided hereunder. The monthly invoice shall contain a status report that outlines the work performed for the period covered by the invoice.
3. Such invoices shall be paid to Consultant by the Client within thirty (30) days of presentation to the Client.

4. SECTION IV - INDEPENDENT CONTRACTOR

1. Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Client. Consultant, consistent with its status as an independent contractor, further agrees that its personnel will not hold

themselves out as, nor claim to be, officers or employees of the Client by reason of this Agreement.

SECTION V - INSURANCE

1. Consultant shall maintain, during the life of this Agreement, the following insurance in amounts not less than the following

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employers Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim/aggregate

Consultant shall furnish Certificates of Insurance as evidence thereof to the Client. The Certificate shall plainly designate the name of the Project for which the Certificate is provided.

SECTION VI INDEMNIFICATION

1. Consultant shall indemnify and hold harmless the Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
2. In the event of any reuse or other use by the Client of the drawings, specifications, and other documents furnished by Consultant hereunder, Consultant shall not be responsible for any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of Client's reuse or other use.

SECTION VII - TERMS AND CONDITIONS

1. Copyrights
The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
2. Lobbying
Consultant 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 Client, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and entering into 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 a grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.
- 3. Nondiscrimination
Consultant 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 Contract or in the employment practices of Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Consultant shall, upon request show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 4. Maintenance of Records
Consultant shall maintain documentation for all charges against the Client. The books, records and documents of Consultant, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at Consultant's offices, at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 5. Suspension and Debarment
Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).
- 6. Conflicts of Interest
Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3CFR, 1986 Comp., p 189).
- 7. Environmental Tobacco Smoke
Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Consultant shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Consultant 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 agreement.

8. Licensure

The Consultant and its employees and all sub-grantees 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.

9. Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U.S. Department of Transportation, and the Tennessee Department of Transportation.

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the Client and Consultant shall include the statement, "This project is funded (in part) under an agreement with the Tennessee Department of Transportation."

10. Public Accountability

If Consultant is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by Consultant on behalf of the Tennessee Department of Transportation, Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Consultant shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") 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

11. Termination for Cause

If the Consultant fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Consultant violates any terms of this agreement, the Client shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by virtue of any branch of this agreement by the Consultant.

12. Termination for Convenience

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise this provision, Consultant shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Client be liable to Consultant for any service which has not been rendered. The final decision as to the amount, for the client is liable, shall be determined by the Client. In the

event of disagreement, Consultant may file a claim with the County/City Attorney in order to seek redress.

13. Use & Ownership of Documents

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the Client and become the property of the Client.

All documents which are prepared by the Consultant and form part of its services, shall, upon completion become the property of the Client and shall be delivered to the Client. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Client.

All information owned, possessed or used by Consultant which is communicated to, learned, developed or otherwise acquired by the Consultant in the performance of the services for the Client, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between the Client and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant's own benefit or the benefit of another, any such confidential information unless required by law.

14. Successors and Assigns

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Consultant shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the Client.

15. Disputes

It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by non-binding mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating a lawsuit.

16. Extent of Agreement

This Agreement constitutes the entire and integrated agreement between the Client and Consultant and no other written or oral understanding shall constitute part of this Agreement.

APPENDIX A: SCOPE OF SERVICES

17. Key Points of Contact

The key point of contact for the contract and for all written communications shall be;

Client



Je H e r s u n t y Mayor Mark potts
LAMTPO Chair



Richard DesGroseilliers, GISP
MTPO Coordinator

Consultant



Andrew Sonner, P.E.
Engineering Director

This Agreement entered into as of the day and year first written above.

CITY OF MORRISTOWN

CONSULTANT

Gary Chesney _____
Mayor



Brad S. Winkler _____
Vice President

Legal Review:

Lauren Carroll _____
City Attorney

ATTACHMENT A

PROJECT UNDERSTANDING

The goal of this study is to identify sustainable short and long-term operational and geometric enhancements that will improve the lifecycle of the US 11E/SR 24/ W. Andrew Johnson Highway corridor through the City of Morristown using a context-sensitive approach that will consider a multitude of transportation options for current and future trends, while maintaining and encouraging quality of life and sustained economic growth.

Based upon discussions with the Lakeway Area Metropolitan Transportation Planning Organization (LAMPTO), the following will be set as priorities for the project:

- Safety enhancements for all modes of transportation along the corridor
- Implementation of a macro / micro approach when evaluating the corridor:
 - A macro analysis (or less detailed approach) will be conducted along sections that have less current and/ or near-term future development occurring or have been fully developed and will not likely change in the near future.
 - A micro analysis (or more detailed approach) will be conducted in the areas of current and/or near-term future development and areas of traffic pattern changes.
- Analyze in more detail the following intersections of concern:
 - SR 341/ Talbott Kansas Road & Greenbriar Road¹
 - SR 160/ Air Park Boulevard
 - SR 66/ SR 474/ Merchants Greene Boulevard
 - S. Bellwood Road
- Maximize capacity and Level of Service (LOS) along the corridor
- Access management
- Maximize the use of existing information, data, and previous studies.

In addition to the priorities outlined above, the following items are givens, based upon further discussions with the LAMPTO.:

- Stormwater drainage analysis will not be conducted
- Blueprint of the five (5) lane curb and gutter section will not be modified from a geometric standpoint.
- The Lakeway Area Bicycle & Pedestrian Master Plan (September 2019) should be referenced as a multimodal resource; however, it is not believed that this segment of the corridor will have any bicycle or pedestrian recommendations.
- The City of Morristown ADA Transition Plan should be referenced for ADA needs and compliance along the study corridor.
- Turning movement counts will not be performed. Instead, turning movement counts outlined in the January 2005 US 11E Corridor Study will be utilized and inflated in order to estimate current approach movements at each intersection, if applicable².

This WSP Team will take a holistic approach when analyzing and providing solutions for the project area in order to provide a study that serves as a common blueprint for the LAMPTO to achieve their mutual goals for a safe, efficient corridor as further described.

PROJECT ASSUMPTIONS AND APPROACH

The approximate 7-mile study corridor has two (2) distinct typical roadway sections, noted below. The WSP Team will tailor the evaluation and resultant project recommendations based on the applicable roadway blueprint.

- Four (4) lane divided highway with depressed median from western project limits in Jefferson County to N. Sugar Hollow Road (± 5.7 miles)

¹ Currently being studied by TDOT as a safety project

² The intersection of 11E & Cold Creek Drive was signalized between 2013-2015 and turning movement counts are not available in the referenced 2005 study; therefore, the WSP Team will utilize other means to perform a traffic survey at this location, if needed.

- Five (5) lane highway with curb and gutter from N. Sugar Hollow Road to Walters Drive/ West Morris Boulevard (± 1.3 miles)

In addition to assessing the corridor based on roadway typical section, the WSP Team will divide the study corridor into three (3) segments based on existing land uses and current and future development opportunities (see Figure 1 for a visual of these segment layouts):

- Segment 1 – Western Project Limits (in Jefferson County) to Commerce Boulevard (±1.7 miles)
- Segment 2 – Commerce Boulevard to East of N. Sugar Hollow Road (±4.0 miles)
- Segment 3 – East of N. Sugar Hollow Road to Walters Drive / W. Morris Boulevard (±1.5 miles)

The following outlines the approach for each segment.

Segment 1 - Western Project Limits (Morristown City Limits West of E. Old Andrew Johnson Hwy.) to Commerce Boulevard

Segment 1 is characterized by a four (4) lane depressed median typical roadway section and is predominately surrounded by rural residential, agricultural, and intermediate business land types. Comparative to the other segments, it is less developed. Therefore, the WSP Team intends to analysis this segment from a macro analysis, with the exception of one (1) intersection noted in the Project Understanding section and listed below as well as any potential micro analysis projects which may result from the public participation process.

Segment 1 Micro Analysis:

- SR 341/ Talbott Kansas Road & Greenbriar Road

Segment 1 Macro Analysis:

- Access control
- Safety enhancements
- Intersection evaluation
- LOS / capacity analysis

Based upon discussions with the LAMTPO, the following items will not be reviewed nor incorporated into the analysis of Segment 1:

- Stormwater Drainage – No drainage issued identified
- ADA Compliance – Will use ADA transition plan provided by LAMTPO
- Multimodal Facilities – Will use bike / pedestrian plan provided by LAMPTO
- ITS System Coordination – Outside of the coordinated zone
- Land-use / Zoning Analysis – Outside priority area
- Population / Employment Analysis– Outside priority area
- Development Patterns Analysis – Outside priority area

Segment 2 – Commerce Boulevard to East of N. Sugar Hollow Road

Segment 2 is predominantly characterized by a four (4) lane depressed median roadway typical section and is in a state of change due to new development within the area. This segment also includes two (2) new signalized intersections, which are currently under development (11E & Commerce Boulevard and 11E & Howell Road). The WSP Team intends to analysis this segment from both a macro and micro approach.

Segment 2 Micro Analysis:

- Access control
- Safety enhancements
- Intersection evaluation at specified locations
 - SR 160/ Air Park Boulevard
 - SR 66/ SR 474/ Merchants Greene Boulevard
 - S. Bellwood Road

- Others as identified during the public participation process
- LOS / capacity analysis

Segment 2 Macro Analysis:

- ADA compliance
- Multimodal facilities
- Development patterns analysis
- ITS system coordination evaluation
- Land-use / zoning analysis
- Population / employment analysis

Based upon discussions with the LAMTPO, the following item will not be reviewed nor incorporated into the analysis of Segment 2:

- Stormwater Drainage – No drainage issued identified

Segment 3 – East of N. Sugar Hollow Road to Walters Drive / W. Morris Boulevard (Eastern Project Limits)

Segment 3 is characterized by a five (5) curb and gutter roadway typical section and is predominately surrounded by intermediate business district land use, based on its location nearest to the City of Morristown. Comparative to the other segments, it is the most developed. The WSP Team intends to analysis this segment from a macro analysis, with the exception of any potential micro analysis projects which may result from the public participation process.

Segment 3 Macro Analysis:

- Access control
- Safety enhancements
- Intersection evaluation
- ITS System coordination

Based upon discussions with the LAMTPO, the following items will not be reviewed nor incorporated into the analysis of Segment 3:

- Stormwater Drainage – No drainage issued identified
- Level of Service / Capacity Analysis - Outside priority area
- ADA Compliance – Will use ADA transition plan provided by LAMTPO
- Multimodal Facilities – Will use bike / pedestrian plan provided by LAMPTO
- Land-use / Zoning Analysis – Outside priority area
- Population / Employment Analysis- Outside priority area
- Development Patterns Analysis – Outside priority area

Data Collection

As part of the analysis for this corridor study, the LAMTPO will provide the following information:

- GIS information of the study corridor
- TDOT intersection studies and functional plans for the study corridor:
 - SR 160/ Air Park Boulevard
 - Other
- City of Morristown ADA Transition plan
- City of Morristown Bike / Pedestrian Plan
- Available crash data
- Signal timing plans for within priority intersections, as needed
- Transit route information

Task 1: Public Participation

Given the ongoing COVID-19 pandemic and the resulting impacts to our daily life throughout the United States and around the world, online engagement and collaboration tools that support social distancing are now a reality for the projects we work on, and for the clients we serve. Therefore, the WSP Team plans to utilize online engagement tools to organize and staff two (2) public workshops where citizens can interact with the project team virtually. If feasible, the first workshop will be conducted about four (4) to six (6) weeks into the project, so that initial field work and data-gathering activities have been performed and can be used to map and design an appropriate framework for discussing the corridor. The second workshop will be held after the draft Plan has been developed, to encourage discussion of the various recommendations and gain input on their feasibility, priority, phasing, and responsible parties.

The WSP Team will engage the public and share information about this study through virtual methods and will develop the following items in preparation for these events:

- An online survey with web link that can be advertised via various media platforms
- Project notecards, suitable for mailing, that briefly describe the study and contain the workshop dates, times and locations, if applicable.
- Project flyers for posting in stores, restaurants, public buildings, etc.
- Content to be disseminated through social media accounts maintained by the LAMTPO, City of Morristown, and Hamblen County
- Study materials for posting on the LAMTPO website

We will ask for assistance from local staff to make local news outlets aware of the project and to help publicize the workshops, on-line surveys, website, and social media materials. It may also be desirable for local government staff to contact developers with whom they work frequently with to encourage their participation in the Plan.

The WSP Team will participate in four (4) additional meetings during the course of the study. These may be virtual or in person, depending on current conditions.

- Kickoff meeting with stakeholders to confirm intended uses for the Corridor Report and to discuss data and coordination needs;
- Meeting #1 with the LAMTPO Technical Advisory Committee (TAC) to discuss technical analysis/findings and obtain input on preliminary recommendations;
- Meeting #2 with the LAMTPO TAC to present the final Corridor Plan;
- Presentation of the final Corridor Plan to the LAMTPO Executive Board

Any working meetings held by the WSP Team with staff, other government agencies, stakeholders or the general public will be summarized in written form.

Deliverables: Preparation for, and facilitation of, two (2) virtual public workshops, on-line survey creation and analysis of responses; creation of project notecards, flyers and brief content appropriate for social media. Presentations at three (3) LAMTPO meetings. Summaries of all formal and working meetings³.

Task 2: Analyze the Characteristics of the Corridor Study Area

The WSP Team will use available data and conduct field inventory to create a portrait of existing land use patterns, environmental elements, and development conditions primarily for **Segment 2**. This will include characteristics such as population, employment, and development trends. Segments 1 and 3 will not be analyzed within this Task but will be included and shown on all applicable maps and figures. This methodology aligns with what is discussed in the Project Assumptions and Approach section (above).

³ A working meeting with LAMTPO staff is outlined in Task 4 to review project recommendations prior to submitting the draft Corridor Report. This working meeting is in addition to the meetings outlined within this task.

The WSP Team will seek input from key local staff (RTPO, TDOT Region 1, Morristown – Engineering, Planning, Police and Administration, Hamblen County, and feedback from the public participation process) to better understand development patterns, employment trends, specific area of interest and problem areas that require local knowledge.

Deliverables: Technical Memorandum, which includes applicable maps, that summarize the existing land use patterns along **Segment 2**.

Task 3: Identify & Evaluate Transportation Systems and Facilities

Existing Conditions Analysis

In alignment with the approach outlined within the Project Assumptions and Approach section, the WSP Team will use available data and conduct field inventory to create a portrait of existing transportation conditions along all three (3) segments. This will include physical features such as current roadway cross-sections and right-of-way, related infrastructure such as driveway patterns and median cuts, if applicable.

In addition to physical features, the team will compile existing conditions for travel in the corridor. This includes traffic data such as volumes, turning movements, and truck percentage, as well as crashes and other safety issues outlined below.

We anticipate most of this data can be assembled from TDOT, LAMTPO/local sources and recent/past corridor studies. (The COVID-19 pandemic has caused changes in driver behavior due to remote working, loss of employment, self-quarantining and other related factors, therefore, consideration will be given to any data collection efforts during the pandemic.)

Data Collection at Key Intersections

To accomplish this task in the quickest, most efficient manner, the WSP Team will use the turning movement counts (TMCs) outlined in the January 2005 US 11E Corridor Study and apply standard traffic growth procedures in order to estimate current approach movements at priority intersections⁴.

Operational and Safety Analysis

In addition to basic traffic and geometry collection for model coding purposes, the WSP Team will review and summarize existing operational and safety issues within the study corridor. The WSP Team will also analyze the crash data to identify “hot spots” that have higher crash rates than statewide averages at similar roadways. Crash analysis will use a systematic approach to determine crash types, potential causes of crashes and a comparison to statewide average crash rates. Corrective intersection and corridor improvements will be proposed as well as optimizing signal timing and phasing plans.

Corridor Modeling and Simulation

In consultation with LAMTPO staff, the WSP Team will identify Measures of Effectiveness (MOEs) to evaluate existing conditions. At a minimum, it will include average delay per vehicle and LOS measures for each individual approach movement and for the overall intersection, as well as average speeds and travel times in the study corridors. Vissim models will also be used to evaluate network-wide average speeds and travel times, which will enable comparison against potential improvement alternatives

Future Year Analysis

The same MOEs as discussed in the Existing Conditions Analysis will also apply to the Future Year Analysis. Additionally, future year analysis will include MOEs from the mesoscopic model which will be used to prioritize the improvement alternatives that should be further investigated at the microscopic level and those that do not provide enough advantage for further investigation.

Shared local knowledge will be critical to developing and understanding current and future conditions of the study area. Local staff understand their community and are an invaluable resource giving insight to

⁴ The intersection of 11E & Cold Creek Drive was signalized between 2013-2015 and turning movement counts are not available in the referenced 2005 study; therefore, the WSP Team will utilize other means to perform a traffic survey at this location, if needed.

traffic patterns, safety, future development and other aspects of the corridor that may not be readily apparent.

Deliverables: Technical memo and maps describing existing transportation conditions, including physical roadway and pedestrian features, travel data that shows the pattern of use; summary of existing traffic counts, travel times, crash data, and other relevant information for the corridor and intersecting routes.

Task 4: Recommendations/Implementation/End of Study

Based on findings from the Existing and Future Conditions Analysis outlined in Task #3, alternatives will be developed at the conceptual planning level and evaluated for their ability to meet traffic demands and/or address specific study corridor findings. A matrix will be developed documenting the most promising alternatives and a ranking system will be used to score each alternative on several different criteria. These alternatives will also be broken down into “early-action” solutions that can be implemented quickly (within the next 5 years), are low cost, have minimum right-of-way requirements, and address the most pressing operational and safety issues identified in earlier tasks. In addition to early-action improvements, long-term (25 years out) improvements will also be identified. The most favorable alternatives will be identified for further detailed study using a combination of the mesoscopic and microscopic models.

The matrix and corresponding alternatives will be laid out in a reader-friendly *draft* Corridor Report. In addition to the technical findings and data, the draft report will describe the public input process and how it contributed to identifying the community values used to shape the plan, including the assessment of strengths, weaknesses, opportunities and threats to the corridor.

Prior to submitting the deliverable of this task, the WSP Team will coordinate a working meeting with LAMTPO staff to review the corridor recommendations. Any applicable edits/revisions which result from this meeting will be incorporated into the *draft* Corridor Report.

Deliverables: Electronic copy of the *draft* Corridor Report

Task 5: Cost Estimates & Final Report

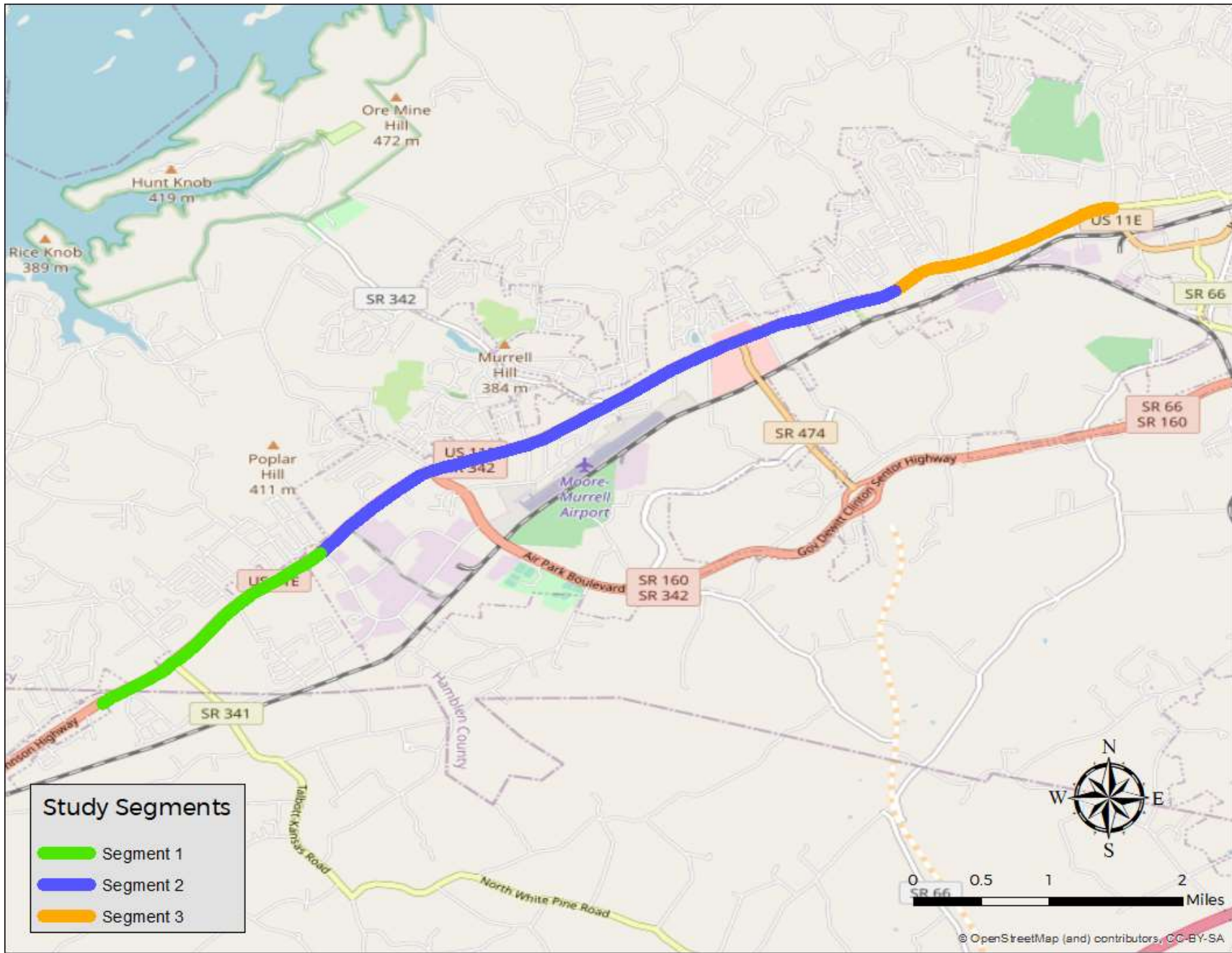
Using TDOT’s planning-level cost estimate tool, the WSP Team will prepare conceptual cost estimates for the recommended corridor improvements in the final report. The WSP Team will rely on LAMTPO staff for insight and information pertaining to projected right of way and utility costs, if applicable, in order to more accurately forecast project estimates. The final deliverable will include a compilation of all findings in a comprehensive report that documents the outcomes and deliverables for Tasks 1-5.

The final report will be submitted and reviewed with the LAMTPO TAC followed by a presentation of the final Corridor Report to the LAMTPO Executive Board⁵.

Deliverables: Electronic copy of the *final* Corridor Report; five (5) hard copies and one (1) USB flash drive containing an editable electronic copy in Microsoft Word and PDF; all associated GIS files and other supporting data.

⁵ This is also noted in Task 1.

Figure 1 - Study Segments



ATTACHMENT B

Schedule – US Hwy 11E/ SR 34/ Andrew Johnson Hwy Corridor Study

Task #		Q3 20		Q4 20			Q1 21			Q2 21		
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Public Participation											
1.1	Kickoff Meeting with Stakeholders			●								
1.2	Public Workshop #1					●						
1.3	Online Survey					◆						
1.4	Working Meeting with LAMTPO Staff								●			
1.5	TAC Meeting #1 – Present Draft Plan									●		
1.6	Public Workshop #2									●		
1.7	TAC Meeting #2 – Present Final Plan										●	
1.8	Executive Board Presentation of Final Report										●	
2	Analyze the Characteristics of the Study Corridor				◆							
3	Identify & Evaluate Transportation Systems and Facilities								◆			
4	Recommendations/Implementation/End of Study										◆	
5	Cost Estimates/Final Report											◆

◆ Deliverable/Report

● Meeting



LDA ENGINEERING

August 25, 2020

Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Wayne Hansard Park Drainage Improvements
Morristown, Hamblen County, Tennessee

Mr. Clark,

We appreciate the opportunity to provide you with a proposal to provide professional services for design of drainage improvements to Wayne Hansard Park. The Project consists designing additions to the existing stormwater drainage system mainly around the edge of the ball field walking paths to eliminate standing stormwater.

I. Basic Engineering Services: Services to be provided in this proposal shall include:

1. Prepare a topographic survey for the project site.
2. Prepare Civil/Site Plan Package to include:
 - Site / Grading / Drainage Plan;
 - Erosion control plans;
 - Site/civil details;
 - Specification for construction.
3. Prepare Opinion of Probable Construction Cost for proposed improvements.
4. Prepare Project Manual to include specifications and bidding documents.
5. Bidding services including rendering assistance in obtaining bids, attending bid opening, make an analysis of the bids received, make recommendations on awards of the contract(s), render assistance in award of the contract(s) and assembly of the contract(s).

II. Fees: Fees for the services outlined above shall be completed for on a lump sum basis for each service as follows:

- | | |
|--|----------|
| 1. Prepare Civil/Site Plan Package, including survey | \$ 7,000 |
| 2. Bidding Services | \$ 2,000 |

Lump Sum Total **\$ 9,000**

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Any responsibility for any utilities not shown on utility maps provided to LDA or marked by the respective utility owners based upon a Tennessee One Call locate request;
- Environmental Site Assessment, burial ground investigation, or wetland delineation;
- Geotechnical Engineering and/or Environmental Permitting;
- Utility(ies) relocation and/or off-site utility design;
- Structural Design for retaining walls;
- Application, recording and/or Permit Fees;
- Other items not outlined in Basic Services.

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

Sincerely,



Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____



PO Box 3339, Johnson City, TN 37602

DATE: August 31, 2020
TO: Mr. Larry Clark
Asst. City Manager
City of Morristown, Tennessee

FROM: D. Phil Addison
TELICS – Manager - Right of Way Services

PROJECT: **CYMTR01 – City of Morristown, Brights Pike Bridge Replacement**
Request for Budget Proposal – Acquire Fee, Construction Easement Areas, and Appraisal Services

Fee Schedule	
Scope of Work	Fee
Acquire Fee, Construction Easement Areas, and Appraisal Services	\$8,000 / tract

Project Estimates

Acquire Fee, Construction Easement Areas: 3 x \$2,000 = \$6,000

Appraisal and Appraisal Review: 3 x \$6,000 = \$18,000

Total TELICS Project Estimate: \$24,000

For the above estimated price TELICS will provide professional services to acquire easements, provide appraisal and appraisal review services to accommodate the proposed improvements as shown on the client furnished Engineering Drawings.* Should the appraisal services not be required, the fees shall be adjusted accordingly. This estimate does NOT cover any sign or personal property moving cost. Estimate listed above is based upon three (3) tracts. Payment to be received upon completion of the acquisition of the tracts, and/or if the tract is turned over to the CITY attorney for condemnation. City Legal staff to furnish all Deeds and any other Legal documents needed by the Consultant for each tract.

DESCRIPTION:

Acquire Fee, Construction Easement Areas, and Appraisal Services

Acceptance of proposal terms:

CITY OF MORRISTOWN, TENNESSEE

Signature

Date

Print Name & Title



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2020	End Date September 30, 2021	Agency Tracking # Z21THS205	Edison ID 66294 (AL)		
Grantee Legal Entity Name Morristown Police Department			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.607 Grantee's fiscal year end 06/30/2021			
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		\$40,000.00			\$40,000.00
TOTAL:		\$40,000.00			\$40,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

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

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

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

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

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

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

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

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

The State:

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

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

IN WITNESS WHEREOF,

Morristown Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Morristown Police Department
Subrecipient's DUNS number	79026779
Federal Award Identification Number (FAIN)	69A37521300001540TNA
Federal award date	10/01/2020
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2020
Grant contract's end date	09/30/2021
Amount of federal funds obligated by this grant contract	\$40,000.00
Total amount of federal funds obligated to the subrecipient	\$40,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$11,898,110.00
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is Morristown Police Department a parent? Yes___ No___

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

Is Morristown Police Department a child? Yes___ No___

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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