

**WORK SESSION**  
**November 17, 2020**  
**Pre-Meeting Work Session – Cancelled**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**November 17, 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. November 3, 2020

**6. PROCLAMATIONS/PRESENTATIONS**

1. Small Business Saturday Proclamation

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

**8. OLD BUSINESS**

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

1. Required Annual Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for the following annexation ordinance:  
**{No Council action required – Public Hearing only}**

Ordinance No. 3649 – Annexation of properties at the southeast intersection of West Andrew Johnson Highway and Talbott Kansas Road (Greene Property). Adopted June 2, 2019.

2. Ordinance No. 3662

Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Undeveloped Alley between Lennie Avenue and Sunrise Avenue and S. Jackson Street and Baird Avenue}.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution 14-21

Being a Resolution of the City Council of the City of Morristown, Tennessee to change the name of Heritage Park to Fulton-Hill Park.

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. Lot 3 of Alpha Heights Subdivision, Phase 2, currently addressed as 185 Brady Drive, having Hamblen County Tax Parcel ID # 048H A 00700 000. **{Public Hearing Date December 1, 2020}.**

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

An Ordinance of the City Council of Morristown, Tennessee amending Title 10 (Animal Control), of the Morristown Municipal Code (Fowl in Residential Areas). **{Public Hearing Date December 1, 2020}.**

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

An Ordinance to Amend Ordinance 3651, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$183,768; necessary for the Department of Justice Coronavirus Emergency Supplemental Funding Program for the Police Department, the U.S. Department of Transportation pass through funding for Hazardous Materials Emergency Planning Grant for the Fire Department, the Tennessee Cares Act Grant and the Airport Taxiway Connector contract. **{Public Hearing Date December 1, 2020}.**

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

To Amend Ordinance Number 3651 the City of Morristown, Tennessee Annual Budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$125,000, and reappropriate funds totaling \$209,355; necessary for the Police Department to purchase vehicles according to their Replacement Plan, and to appropriate an additional \$9,800 in the Drug Fund to replace a Criminal Apprehension Unit vehicle that is no longer in service. **{Public Hearing Date December 1, 2020}.**

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

1. Approval to Purchase Fourteen (14) Vehicles for the Morristown Police Department totaling \$619,346.50 from State-Wide Contract #209.
2. Approval to apply for Traffic Signal Modernization Program Grant; 100% State Funded.
3. Approval to declare vehicles as surplus and to properly dispose of them as determined by the Fleet Manager during the inventory. GovDeals will be utilized for any vehicles deemed saleable.
4. Approval of CARES Act Part 4 – Operational Expenses Grant for Morristown Regional Airport in the amount of \$69,000.

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

### **9-e. New Issues**

1. Approval of sale of property to English Mountain Construction & Maintenance in the East Tennessee Progress Center consisting of approximately 4-5 acres of Lot 5 and part of Lot 6.

## **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:**

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, 2020	Thurs/Fri		City Center Closed – 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 24-25, 2020	Thurs/Fri		City Center Closed – Christmas Eve/Christmas Holiday
January 1, 2021	Friday		City Center Closed – New Year's Holiday
January 5, 2021	Tuesday	2:30 p.m.	Finance Committee Meeting
January 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 18, 2021	Monday		City Center Closed - Martin Luther King Day
January 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION**  
**Post-Meeting Work Session**  
**November 17, 2020**

1. Specialty Prescriptions – Jon Manfull, Mark III Employee Benefits

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
November 3, 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, November 3, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present:, Chris Bivens, Bob Garrett, Tommy Pedigo and Kay Senter Absent: Al A'Hearn and Ken Smith.

Parks and Recreation Director Craig Price led in the invocation. Mayor Chesney led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the October 20, 2020 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

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

A Public Hearing was held relating to Resolution No. 11-21; no one spoke.

Councilmember Senter made a motion to approve Resolution No. 11-21. Councilmember Pedigo seconded the motion.

**Resolution No. 11-21**

**Being a Resolution of the City of Morristown, Tennessee adopting a Plan of Services for the annexation of properties located along the east side of Morelock Road in Morristown, Tennessee.**

Following discussion related to traffic concerns of a prospective ninety-three lot subdivision on the property should it be annexed and rezoned, Councilmember Bivens made a motion to table consideration of Resolution No. 11-21 and conduct a Traffic Study before proceeding with its adoption. Councilmember Senter seconded the motion and upon roll call; Councilmembers Bivens, Garrett, and Senter voted "aye". Mayor Chesney and Councilmember Pedigo voted "no".

Mayor Chesney stated that consideration of Ordinance No. 3661 cannot be heard until a Plan of Services for the requested Annexation has been adopted.

**Ordinance No. 3661**

**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.**

Mayor Chesney announced that the Public Hearing for the adoption of Ordinance No. 3662 has been moved to the November 17<sup>th</sup> meeting.

**Ordinance No. 3662**

**Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Undeveloped Alley between Lennie Avenue and Sunrise Avenue and S. Jackson Street and Baird Avenue}.**

Councilmember Pedigo made a motion to approve Resolution No. 13-21. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Resolution No. 13-21**

**Being a Resolution of the City Council of the City of Morristown, TN wishing to pursue the Tennessee Department of Transportation (TDOT) Multimodal Access Fund Grant Program.**

Councilmember Pedigo made a motion to approve the Pavement Management Policy creating standards for street repairs. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the contract between the City of Morristown and the Hamblen County Board of Education for four (4) full-time School Resource Officers (SRO). Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Purchase Order No. 21000904-00 for Rock Salt to be purchased from Tennessee State Contract #507 in an amount of \$49,949.60. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Purchase Order No. 21000903-00 for LDA Engineering to provide General Services for the Stormwater Program in an amount not to exceed \$40,000. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the contract with Summers Taylor, Inc. for the West Andrew Johnson Highway Rehabilitation Project in an amount of \$844,870.66. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the lease agreement with Tuff Torq Corporation for use of property in East Tennessee Progress Center (ETPC). Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Inspection and Maintenance Agreements between the City of Morristown and P & C Holdings of Tennessee, LLC for the Grove at West Parke Place Phase 1 and Phase 11. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".



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

Mayor Gary Chesney adjourned the November 3, 2020 Morristown City Council meeting at 5:58 p.m.

\_\_\_\_\_  
Mayor

Attest:

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

DRAFT

Proclamation from the Office of the Mayor

CITY OF MORRISTOWN

# PROCLAMATION

*WHEREAS, the City of Morristown, Tennessee, celebrates our local small businesses and the contributions they make to our local economy and community; that according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, that represent 99.7 percent of all businesses with employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and*

*WHEREAS, small businesses employ 47.3 percent of the employees in the private sector in the United States and the majority of consumers in the United States value the contributions small businesses make in their community; and*

*WHEREAS, nearly all consumers who plan to shop on Small Business Saturday said the day inspires them to go to small independently owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and*

*WHEREAS, 59 percent of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and*

*WHEREAS, during this time of COVID, small businesses are especially in need of support and consumers are looking for ways to Shop Small and build up their community; and*

*WHEREAS, the City of Morristown, Tennessee, supports our local businesses that create jobs, boost our local economy and preserve our communities; and*

*WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.*

*NOW, THEREFORE, I, Mayor Gary Chesney on behalf of the City Council of the City of Morristown, Tennessee, do hereby proclaim November 28, 2020, as*

## SMALL BUSINESS SATURDAY

*And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.*



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

Attest:

Date: 11/13/2020



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



## MEMO

To: Mr. Tony Cox, City Administrator  
From: Steve Neilson, Development Director *SN*  
Date: November 17, 2020  
RE: Required annual Public hearing for Annexation Plans of Service for the Greene Property

### **BACKGROUND:**

In accordance with Public Chapter 1101 of 1998, it is a requirement that the City provide a progress report on the Plan of Services for all property annexed into the City. The City must hold a public hearing and provide the progress report six months after the annexation. Attached are the reports for the Greene Annexation (Ordinance 3649) located at 7425 W. Andrew Johnson Highway.

The property was annexed into the City on June 2, 2020. The City is providing the services outlined in the Plan of Services Report and Morristown Utility is working to extend sewer to the property.

### **RECOMMENDATION:**

Staff recommends that the City Council hold the required public hearing and make no changes to the Plan of Services at this time.

### **ATTACHMENTS**

Staff Report and Plan of Service Report on the Greene Annexation.

ORDINANCE NO. 3649

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

*Annexation of property located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road having Hamblen County Tax Parcel ID # 032054 02600 with the Zoning Designation of Intermediate Business, IB, and R-3, High Density Residential, 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 at a point at the northeast corner of parcel 026.00 on Hamblen County Tax Map 054 and proceeding in a southeasterly direction along said parcel boundary line and Talbott Kansas Road to the southeast corner of said property; thence proceeding southwesterly along said parcel boundary line to the Hamblen County and Jefferson County boundary line; thence proceeding westerly direction along the County boundary line to the southwestern corner of said parcel within Hamblen County; thence proceeding northwesterly along said parcel boundary line to the northwest corner of said parcel; thence proceeding northeasterly along said parcel boundary line and W. Andrew Johnson Highway to point of beginning.*

(2) Intermediate Business (IB) and High Density Residential (R-3) 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 19th day of May 2020.

  
Mayor

ATTEST:

  
City Administrator

Passed on second and final reading the 2nd day of June 2020

  
Mayor

ATTEST:

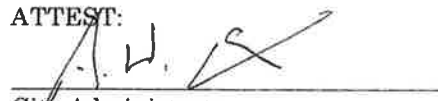
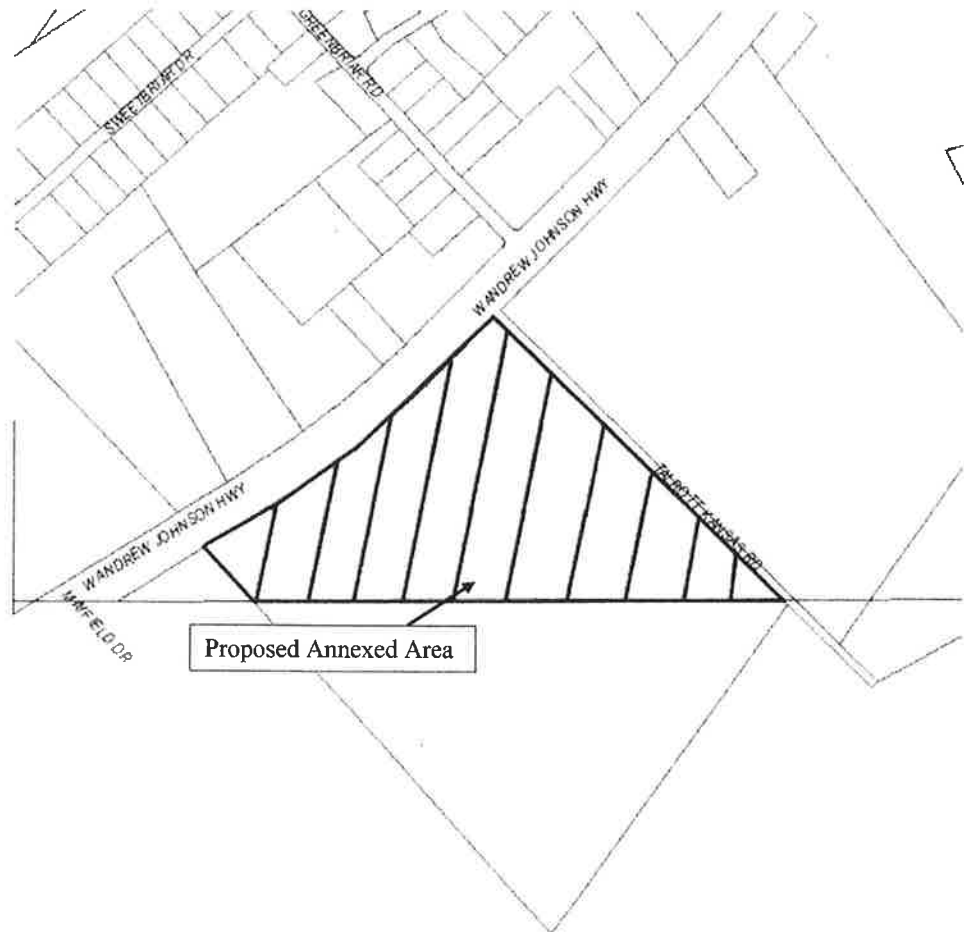
  
City Administrator

Exhibit A:



**RESOLUTION NO. 13-20**  
**PLAN OF SERVICES**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF TALBOTT KANSAS ROAD AND W. ANDREW JOHNSON HIGHWAY.

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 Hamblen County Tax Parcel ID # 032054 02600 located at the southwest intersection of Talbott Kansas Road and W. Andrew Johnson Highway, 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**

Water for potable use will be provided in accordance with current policies of Alpha-Talbott Utility District.

**Sanitary Sewer Service**

Utility extensions will be made in accordance with the policies and agreements of the appropriate utility provider.

**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.





# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

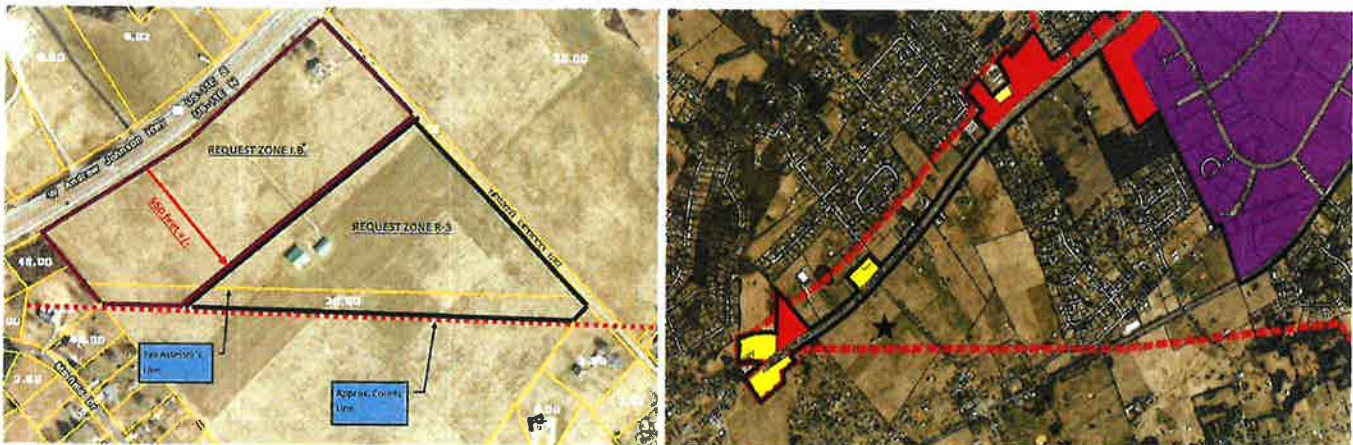


TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: May 19<sup>th</sup>, 2020  
SUBJECT: Annexation Request –7425 W. Andrew Johnson Highway  
Hamblen County Parcel ID #032054 02600

## **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from the property owner, Shannon Greene, of Hamblen County Parcel ID #032054 02600 which is currently addressed at 7425 W. Andrew Johnson Highway. This property up to the Hamblen/Jefferson County line meets the conditions to be annexed as it is located within Morristown's Urban Growth Boundary.

This property is located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road and contains a single-family house with a farm. The applicant is requesting the northern portion of the property to be zoned IB, Intermediate Business District, and the remaining property to be zoned R-3, High Density Residential. A separate developer is seeking to place a multifamily development for the portion to be zoned R-3.



A Plan of Services is attached to this memo which includes the utility services and the standard City services. No additional Fire or Police personnel will be required at this time. Alpha-Talbott currently provides water services while Morristown Utilities and the developer are in discussion to extend sanitary sewer services to this property.

## **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Intermediate Business (IB) and High Density Residential (R-3) and would ask that the Planning Commission forward it on to City Council.

At their May 12<sup>th</sup> meeting, the Planning Commission voted (5-0) to forward their recommendation of approval to City Council for both the annexation and its plan of services

ORDINANCE NO. 3662

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN  
*{Unnamed right-of-way between Lennie Avenue & Sunrise Avenue and S. Jackson Street & Baird Avenue, the general location being shown on the attached Exhibit A.}*

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

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

NOW THEREFORE:

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

Beginning at the point of intersection of Parcel 005.00 of Hamblen County Tax Map 042A Group D and an unnamed right-of-way and the western boundary of S. Jackson Street right-of-way and heading in a westerly direction along Parcels 005.00, 004.00, 003.00, 002.00, and 001.00 of Hamblen County Tax Map 042A Group D to the point of intersection with the eastern boundary of Baird Avenue right-of-way; Thence, in a southerly direction along the common boundary line shared by the unnamed right-of-way with the eastern boundary of the Baird right-of-way to the point of intersection with Parcel 022.00 of Hamblen Tax Map 042 A Group D; Thence, in a easterly direction along the southern boundary of the unnamed right-of-way along Parcels 022.00, 021.00, 020.00, 019.00, 018.01, and 018.02 of Hamblen County Tax Map 042A Group D to the point of intersection with the western boundary of S. Jackson Street; Thence, in a northerly direction along the common boundary line shared by the unnamed right-of-way and the western boundary line of S. Jackson Street to the point of beginning.

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

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

Passed on first reading the 20<sup>th</sup> day of October 2020.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading this the 3<sup>rd</sup> day of November 2020.

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Mayor

ATTEST:

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City Administrator



Exhibit A:



# City of Morristown

Incorporated 1855

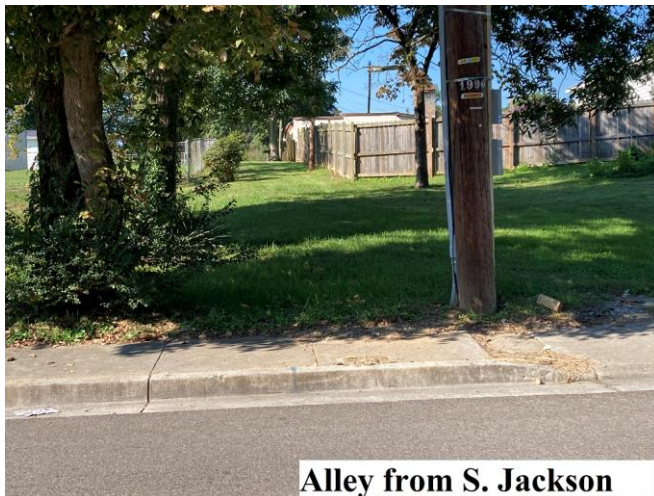
## DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: October 20<sup>th</sup>, 2020  
SUBJECT: Right-of-Way Abandonment  
Undeveloped Alley between Lennie Ave & Sunrise Ave and S. Jackson St. & Baird Ave

### **BACKGROUND:**

Mr. James Brady, the property owner of 513 Lennie Avenue, is requesting the right-of-way abandonment for an undeveloped 10' alley that has Lennie Avenue to the north, Sunrise Avenue to the south, S. Jackson St. to the east, and Baird Ave to the west (see the attached map). The reason stated for the request is due to foot traffic utilizing this alley and creating a nuisance. Specifically, Mr. Brady states "criminal activity and dumping trash."



**Alley from S. Jackson**



**Alley from Baird Ave**

### **RECOMMENDATION:**

This 10' alley is an undeveloped grass strip with no utilities. Per discussion with staff, it was previously used for garbage pickup, but this is no longer the case. Staff recommends approval of this right-of-way abandonment request and Planning Commission voted 9-0 in support of this request at their monthly October meeting.





## Lennie Ave / Sunrise Ave Proposed 10' Right-of Way Alley Closure





# City of Morristown

Incorporated 1855

## DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: November 17<sup>th</sup>, 2020  
SUBJECT: Annexation Request

### **SUBMITTAL:**

A request for annexation has been submitted by property owner William Keith. Mr. Keith owns 185 Brady Drive, which is located off of West Andrew Johnson Highway, just this side of the Chevrolet dealership. It is part of the Alpha Heights Phase II subdivision, which was recorded and built in the early 1950's. Mr. Keith has operated a home occupation at this location which some may know as 'Mama Shirleys Candy'.

The property is within the City's Urban Growth Boundary area, and contiguous to the existing corporate line, which makes it eligible for consideration. Sanitary sewer and public water is already available in front of the house, along Brady Drive, courtesy of Morristown Utilities.

Mr. Keith stated his field lines were failing which prompted this request. No additional Fire or Police Staff should be needed for this annexation.

### **RECOMMENDATION:**

At their regular meeting of November 10<sup>th</sup>, the Morristown Regional Planning Commission voted to forward this annexation request on to City Council for approval.





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 Lot 3 of Alpha Heights Subdivision, Phase 2, currently addressed as 185  
Brady Drive, having Hamblen County Tax Parcel ID # 048H A 00700 000, and as shown  
on the attached Exhibit A;*

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**Section I. 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 6-51:102 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:

*Being that parcel as shown as Lot 3 in Phase 2 of the Alpha Heights Subdivision plat recorded in Platbook 2, page 86 at the Hamblen County Courthouse;*

(2) R-1(Single Family 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 19th day of May 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

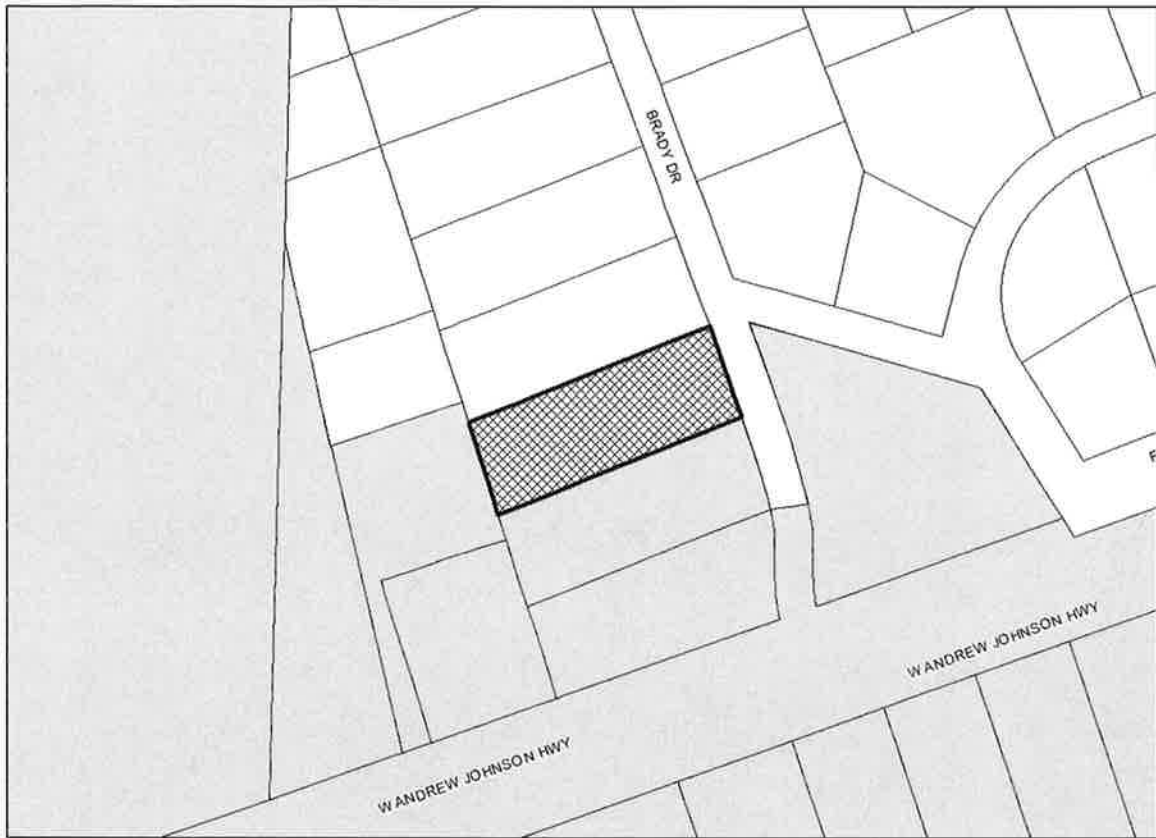
Passed on second and final reading the 2nd day of June 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:



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

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED OFF OF BRADY DRIVE, KNOWN AS LOT 2 , PHASE 2 OF THE ALPHA HEIGHTS SUBDIVISION:

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 Lot 2 of Phase 2 of the Alpha Heights Subdivision, currently assigned  
Hamblen County Tax Parcel ID # 048H A 00700 000, addressed as 185 Brady Drive and  
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 equipment will be provided upon the effective date of annexation.

**Fire Protection**

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

**Water Service**

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

**Sanitary Sewer Service**

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

**Electrical Service**

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

**Refuse Collection**

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

**Streets**

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

**Inspection Services**

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

**Planning and Zoning**

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

**Street Lighting**

Street lights will be installed in accordance to City policies.

**Recreation**

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

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

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

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Mayor

ATTEST:

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City Administrator



Exhibit A:



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Development Director *SN*  
DATE: November 17, 2020  
SUBJECT: Amendments to the Code of Ordinance, Title 10 – Animal Control

## **BACKGROUND:**

This is a proposed amendment to Title 10 of the Code of Ordinances to expand the areas where the raising of chickens would be allowed. Currently, Title 10-108 (a) states:

*“No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street.”*

Staff is proposing to amend Title 10 to allow chickens on any property with a single-family home under the following conditions:

1. The maximum number of chickens would be limited to six hens, no roosters.
2. Fowl and poultry other than chickens would be prohibited.
3. Hens must be kept in a fenced enclosure at all times.
4. A minimum of two square feet per hen shall be provided for henhouses and six square feet per bird for fenced enclosures.
5. The henhouse and fenced enclosure must provide adequate ventilation, shade, and must be constructed in a manner to resist access by rodents, wild birds, and predators.
6. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material.
7. The minimum setback for both the henhouse and fenced enclosure shall no less than ten feet from any property line or twenty-five feet from the nearest residence. Henhouses and enclosures shall not be permitted in front yards.
8. All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals.
9. Provisions must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings.

## **RECOMMENDATION:**

Staff recommends approval of the proposed text amendments.

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

## Sec. 10-101. - Definitions.

Domesticated hens: Female chickens that may, where permitted, be kept for eggs, education, or pets. Domesticated ducks, geese, turkeys, or other type of fowl are specifically prohibited.

## Sec. 10-108. - Restrictions on keeping animals and fowls within the city.

- (a) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street, unless otherwise permitted.
- (b) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length and must be attached to the animal by an appropriate collar or harness and must remain free from possible entanglement.
- (c) Domesticated hens  
The purpose of this section is to provide standards for the keeping of domesticated hens. It is intended to enable residents to keep a small number of hens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create standards that ensure that domesticated hens do not adversely impact the neighborhood surrounding the property on which they are kept.
  - (1) Permit required. A permit is required for the keeping of any domesticated hens.
    - a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either own the property or have written permission from the property owner to be eligible for a permit. Only one (1) permit is allowed per permittee. In the event the permittee is absent from the property for longer than thirty (30) days, the permit automatically shall terminate and become void.
    - b. A site plan must be submitted with the permit application. The site plan shall include:
      - i. The location of the proposed henhouse and enclosure;
      - ii. The dimensions and square footage of the proposed henhouse and enclosure; and
      - iii. Include the distance of the henhouse and enclosure to side and rear property lines and to the nearest off-premise residence.



(2) Number and type of domesticated hens allowed.

- a. Up to six (6) hens may be allowed.
- b. The provisions of this section only apply to lots with one single family dwelling.
- c. Only hens are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.

(3) Noncommercial use only.

Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

(4) Fenced enclosures and henhouses.

- a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least forty-two (42) inches high, in which case, all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.
- b. In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant henhouse. The area of the henhouse structure shall not exceed 100 square feet.
- c. A minimum of two (2) square feet per hen shall be provided for henhouses and six (6) square feet per bird for fenced enclosures.
- d. Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
- e. The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.
- f. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one (1) inch openings.
- g. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.

- h. Neither the henhouse nor the fenced enclosure may be located less than ten (10) feet from any property line or twenty-five (25) feet from the nearest residence whichever is greater.
  - i. Henhouses and enclosures shall not be permitted in front yards.
- (5) Food storage and removal. All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.
- (6) Waste storage and removal. Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings.



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

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 10 (ANIMAL CONTROL), OF THE  
MORRISTOWN MUNICIPAL CODE.**

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 10-  
Sec. 10-101. Definitions and Section 10-108. Restrictions on keeping animals and fowls within the  
city be amended to states:

**Sec. 10-101. - Definitions.**

Domesticated hens: Female chickens that may, where permitted, be kept for eggs, education, or pets.  
Domesticated ducks, geese, turkeys, or other type of fowl are specifically prohibited.

**Sec. 10-108. - Restrictions on keeping animals and fowls within the city.**

- (a) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street, unless otherwise permitted.
- (b) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length and must be attached to the animal by an appropriate collar or harness and must remain free from possible entanglement.

**(c) Domesticated hens**

The purpose of this section is to provide standards for the keeping of domesticated hens. It is intended to enable residents to keep a small number of hens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create standards that ensure that domesticated hens do not adversely impact the neighborhood surrounding the property on which they are kept.

**(1) *Permit required.*** A permit is required for the keeping of any domesticated hens.

- a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either own the property or have written permission from the property owner to be eligible for a permit. Only one (1) permit is allowed per permittee. In the event the permittee is absent from the property for

longer than thirty (30) days, the permit automatically shall terminate and become void.

- b. A site plan must be submitted with the permit application. The site plan shall include:
  - i. The location of the proposed henhouse and enclosure;
  - ii. The dimensions and square footage of the proposed henhouse and enclosure; and
  - iii. Include the distance of the henhouse and enclosure to side and rear property lines and to the nearest off-premise residence.

(2) Number and type of domesticated hens allowed.

- a. Up to six (6) hens may be allowed.
- b. The provisions of this section only apply to lots with one single family dwelling.
- c. Only hens are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.

(3) Noncommercial use only.

Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

(4) Fenced enclosures and henhouses.

- a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least forty-two (42) inches high, in which case, all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.
- b. In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant henhouse. The area of the henhouse structure shall not exceed 100 square feet.
- c. A minimum of two (2) square feet per hen shall be provided for henhouses and six (6) square feet per bird for fenced enclosures.
- d. Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
- e. The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.

- f. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one (1) inch openings.
  - g. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.
  - h. Neither the henhouse nor the fenced enclosure may be located less than ten (10) feet from any property line or twenty-five (25) feet from the nearest residence whichever is greater.
  - i. Henhouses and enclosures shall not be permitted in front yards.
- (5) Food storage and removal. All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.
- (6) Waste storage and removal. Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings.

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

# APPROPRIATION ORDINANCE

Ordinance Number:

3651.01

TO AMEND ORDINANCE NUMBER 3651, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2020-2021 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$183,768; NECESSARY FOR THE DEPARTMENT OF JUSTICE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM FOR THE POLICE DEPARTMENT, THE U.S. DEPARTMENT OF TRANSPORTATION PASS THROUGH FUNDING FOR HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT FOR THE FIRE DEPARTMENT, THE TENNESSEE CARES ACT GRANT AND THE AIRPORT TAXIWAY CONNECTOR CONTRACT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3651 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2020-2021 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE	FUND BALANCE	EXPENDITURES	
				Increase	Increase	Increase	Decrease
General (#110)	Revenue	110.33604	Federal - Department of Justice Grants	\$43,683			
General (#110)	Police - Patrol & Traffic	42110.801.02011	Grants & Other Subsidies - CESF			\$ 43,683	
General (#110)	Revenue	110.33590	State of Tennessee - Other State Revenue	\$448,890			
General (#110)	Fund Balance	110.27100	Unassigned Fund Balance		\$ 366,561		
General (#110)	Facilities Maintenance	43120.399	Other Contracted Services			\$ 10,457	
General (#110)	Facilities Maintenance	43120.429	General Operating Supplies			\$ 45,148	
General (#110)	Parks & Maintenance	44430.399	Other Contracted Services			\$ 26,724	
General (#110)	Revenue	110.33605	Fire Department Grants	\$11,200			
General (#110)	Firefighting	42240.818	Federal Grants			\$ 11,200	
General (#110)	Revenue	110.36000	Other Revenues	\$46,556			
General (#110)	Airport	48100.399	Other Contracted Services			\$ 46,556	
			Totals	\$ 550,329	\$ 366,561	\$ 183,768	\$ -

PASSED ON FIRST READING THIS 17th Day of November 2020

\_\_\_\_\_  
Mayor Signature

ATTEST:

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

PASSED ON SECOND READING THIS 1st Day of December 2020

\_\_\_\_\_  
Mayor Signature

ATTEST:

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



# APPROPRIATION ORDINANCE

Ordinance Number: 3651.02

TO AMEND ORDINANCE NUMBER 3651.02 THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2020-2021 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$125,000, AND REAPPROPRIATE FUNDS TOTALING \$209,355; NECESSARY FOR THE POLICE DEPARTMENT TO PURCHASE VEHICLES ACCORDING TO THEIR REPLACEMENT PLAN, AND TO APPROPRIATE AN ADDITIONAL \$9,800 IN THE DRUG FUND TO REPLACE A CRIMINAL APPREHENSION UNIT VEHICLE THAT IS NO LONGER IN SERVICE.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3651 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2020-2021 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	POLICE ADMINISTRATION	42110.971	MOTOR EQUIPMENT			\$ 5,400	
General (#110)	POLICE PATROL	42120.971	MOTOR EQUIPMENT			\$ 323,555	
General (#110)	POLICE INVESTIGATIONS	42130.971	MOTOR EQUIPMENT			\$ 5,400	
General (#110)	FUND BALANCE	110.33840	UNASSIGNED FUND BALANCE		\$ 334,355		
Drug (#126)	NARCOTICS	42170.971	MOTOR EQUIPMENT			\$ 9,800	
Drug (#126)	FUND BALANCE	126.33840	RESTRICTED FOR PUBLIC SAFETY		\$ 9,800		
			Totals	\$ -	\$ 344,155	\$ 344,155	\$ -

PASSED ON FIRST READING THIS 17th Day of November 2020

\_\_\_\_\_  
Mayor Signature

ATTEST:

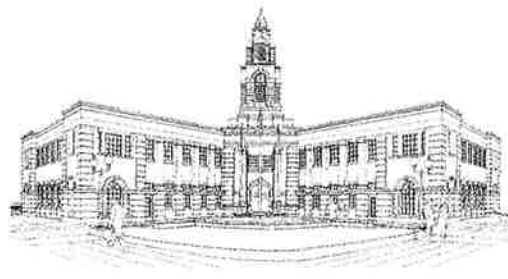
\_\_\_\_\_  
City Administrator Signature

PASSED ON SECOND READING THIS 1st Day of December 2020

\_\_\_\_\_  
Mayor Signature

ATTEST:

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



## Morristown City Council Agenda Item Memo

**Date:** November 6, 2020

**Agenda Item:** Police Vehicle Purchase

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

**Subject:** Vehicle Purchase – Police Department

The Morristown Police Department is seeking approval for the purchase of vehicles as part of its vehicle replacement plan. The purchase of these vehicles is necessary to replace vehicles that are to be removed from service. It should be noted that included in the request are six (6) vehicles that budgeted in the fiscal year 2019-20. However, due to COVID, the vehicles were cancelled by the manufacturer. The manufacturer then updated the model and increased the price of each vehicle by approximately \$5,000. Additionally, the Morristown Police Department has lost two (2) vehicles in traffic accidents that were of no fault of the officers involved.

Due to the necessity for vehicles, the Morristown Police Department has looked at procuring vehicles from a different manufacturer. It is believed that this manufacturer will deliver vehicles on time so that they can be placed in service. The Morristown Police Department is seeking approval for the following vehicle purchases through Statewide Contract #209.

Vehicle	Price
<b>Ten (10) Chevrolet Tahoe SUVs outfitted for Patrol</b>	<b>\$474,920.90</b>
<b>One (1) Chevrolet Tahoe SUV outfitted for Admin</b>	<b>\$38,353.80</b>
<b>One (1) Chevrolet Tahoe SUV outfitted for Detective</b>	<b>\$38,353.80</b>
<b>One (1) Chevrolet Tahoe SUV for Narcotics</b>	<b>\$35,116.00</b>
<b>One (1) Ford Explorer SUV for Narcotics</b>	<b>\$32,602.00</b>
<b>Total Cost</b>	<b>\$619,346.50</b>

**Financial Impact:** A total of \$296,000 was appropriated in the 2020-21 fiscal year. Funds for the six (6) vehicles that were never manufactured will need to be re-appropriated. That amount was \$209,355. Approximately an additional \$125,000 will need to be appropriated and presented to Council for consideration in a corresponding budget amendment for these vehicles.

Attachments: Statewide Contract #209



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

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

Lonnie Cobb Ford LLC  
1618 Highway 45 N  
Henderson, TN 38340

Vendor ID: 0000146108

**Contract Number: 0000000000000000000064473**

Title: SWC# 209 - Vehicles

Start Date : October 7, 2019 End Date: September 30, 2021  
Options to Renew: 0

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

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

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

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

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Ford, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans, Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 5**

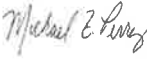
Item ID: 1000179938  
*Light Trucks, Ford (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 6**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0



**Line 7**  
Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

APPROVED:	 <small>Digitally signed by Mike Perry DN: cn=Mike Perry, o=Chief Procurement Officer, ou=Department of General Services, email=mike.perry@tn.gov, c=US Date: 2019.10.01 08:53:38 -05'00'</small>	BY:	Mike Neely <small>Digitally signed by Mike Neely DN: cn=Mike Neely, o=TN CPO, email=mike.neely@tn.gov, c=US Date: 2019.10.01 18:54:18 -05'00'</small>	_____ DATE



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

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

Wilson County Motor Co LLC  
903 S Hartman Dr  
Lebanon, TN 37090

Vendor ID: 0000000869

**Contract Number: 0000000000000000000064414**

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021  
Options to Renew: 0

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

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

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

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

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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000187722  
*Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 2**

Item ID: 1000187723  
*Sedans, Chevy, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 3**

Item ID: 1000187724  
*Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 4**

Item ID: 1000187725  
*Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 5**

Item ID: 1000187726  
*Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 6**

Item ID: 1000187727  
*Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 7**

Item ID: 1000187750  
*Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)*  
Unit of Measure: EA  
Unit Price: \$ 0

**Line 8**

Item ID: 1000187751

*Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 9**

Item ID: 1000187752

*Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 10**

Item ID: 1000187753

*Sedans Buick, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 11**

Item ID: 1000187754

*Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 12**

Item ID: 1000187733

*Sedans, Hyundai, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 13**

Item ID: 1000187734

*Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

**Line 14**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset (All Regions)*

Unit of Measure: EA

Unit Price: \$ 0

APPROVED:



Digitally signed by Mike Perry  
DN: cn=Mike Perry, o=Chief Procurement  
Officer, ou=Department of General Services,  
email=mike.perry@nys.gov, c=US  
Date: 2019.08.25 09:17:43 -0500

CHIEF PROCUREMENT OFFICER

BY:



Digitally signed by Mike Neely  
DN: cn=Mike Neely, o=NY CPO, ou=CPO,  
email=richard.f.neely@nys.gov, c=US  
Date: 2019.08.25 08:51:48 -0500

PURCHASING AGENT

DATE



# City of Morristown

*Incorporated 1855*



## Memorandum

To: City Council

From: Joey Barnard, Assistant City Administrator

Date: November 12, 2020

RE: TDOT 2020-21 Traffic Signal Modernization Grant (TSMG)

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The City of Morristown is requesting approval to apply for the TDOT 2020-21 Traffic Signal Modernization Grant (TSMG). This grant is associated with the Traffic Signal Modernization Program (TSMP) which is a Tennessee Department of Transportation (TDOT) program designed to help communities and their local traffic signal maintaining agencies modernize existing traffic signal equipment and operations. This grant is currently 100% state funded. The grant funds are capped at \$50,000.00.

Application to be made for loop replacement to radar.



## Morristown City Council Agenda Item Summary

**Date:** November 10, 2020

**Agenda Item:** Surplus Vehicles

**Prepared by:** Joey Barnard

**Subject:** Approval to Declare Vehicles as Surplus

**Background/History:** Over the past years, the City of Morristown has accumulated ninety-one (91) vehicles that have been removed from service as they can no longer be utilized. The majority of these vehicles have been utilized for their parts to keep other vehicles in service. The City of Morristown wishes to declare these vehicles as surplus. The Accounting Manager, Fleet Manager and Shop Supervisor conducted an inventory/inspection of the vehicles located at the old Roy Widener building during which time the Fleet Manager made determinations as to which vehicles should be scrapped and which ones should be sold.

**Financial Impact:** The monies received will generate revenues that will be receipted into the General Fund. These funds will be utilized to offset replacement costs of future vehicles.

**Action options/Recommendations:** The City of Morristown is seeking approval to declare the vehicles as surplus and to properly dispose of them as determined by the Fleet Manager during the inventory. GovDeals will be utilized for any vehicles deemed saleable.

**Attachments:** Listing of vehicles to surplus.

City of Morristown  
Finance Department  
Surplus Vehicles  
November 10, 2020

Description	VIN
2000 CHRYSLER TOWN & COUNTRY	1C4GP64L9YB550878
FORD E-350 AMBULANCE / OLD TACTICAL VEHICLE	1FDSE30F9WHA43211
2005 FORD F-350 FIRE TRUCK	1FDSW35P85EA01840
1986 FORD F-700	1FDXF70H2GVA11411
1983 SUTPHEN PUMPER	1FDYD80U3DVA20451
1990 FORD VACTOR TRUCK	1FDYR82A6LVA36257
2004 4X4 FORD EXPLORER	1FMZU72K24ZA25157
2003 4X4 FORD EXPLORER	1FMZU72K64ZA25159
2003 4X4 FORD EXPLORER	1FMZU72K94ZA25155
2000 FORD EXPLORER	1FMZU72X7YUB01678
1987 FORD VAN - ECONOLINE	1FTDE14H4HHB06571
1997 FORD F-150 PICK UP	1FTDF17W1VNB76100
1995 FORD 4X4 PICK UP FLEET SIDE	1FTEF14H0SNA65916
1995 FORD F-150 6 BED PICK UP	1FTEF15N5SNA65883
FORD F-150 XL TRUCK	1FTEF15N7SNA65884
1999 FORD F-150 TRUCK	1FTEF15Y5TNA28313
1997 FORD 4X4 PICK UP	1FTHF26G4VEA38763
1997 FORD 4X4 PICK UP	1FTHF26G6VEA38764
FORD PICK UP TRUCK	1FTNF21555EB40095
2000 FORD F-150 PICK UP	1FTRF17L6YNA69298
1998 FORD F-150 TRUCK	1FTRF17L7WNA49574
1991 CHEVROLET CAPRICE	1G1BL5372MR137764
1987 GMC TRUCK	1GDHR33K1H6527872
1991 GMC SUBURBAN 4 DOOR (PAINT CAR)	1GKER16K5MF519031
2004 TRAIL BLAZER	1GNDS13S342294848
1984 GMC 1/2 TON PICK UP	1GTDC140XEF715254
2001 GMC SIERRA	1GTEC14T71Z219946
2008 LEAF TRUCK	1HTWDAAR38J681507
1962 AERIAL LADDER TRUCK 85	2495855 / 6-1-8733
2013 DODGE CHARGER	2C3CDXAG7DH568693
2008 CROWN VICTORIA	2FAFP71VX8X139449

Description	VIN
2003 FORD CROWN VICTORIA	2FAFP71W03X141499
2003 FORD CROWN VICTORIA SEDAN	2FAFP71W03X141504
2003 FORD CROWN VICTORIA	2FAFP71W14X113485
2000 FORD CROWN VICTORIA	2FAFP71W1YX174017
2001 CROWN VICTORIA	2FAFP71W21X137340
2002 FORD CROWN VICTORIA	2FAFP71W22X112746
2005 FORD CROWN VICTORIA	2FAFP71W23X141505
2006 FORD CROWN VICTORIA	2FAFP71W26X105432
1998 FORD SEDAN	2FAFP71W2WX164531
1999 FORD CROWN VICTORIA	2FAFP71W2XX161808
2003 FORD CROWN VICTORIA	2FAFP71W33X141500
2003 FORD CROWN VICTORIA	2FAFP71W34X113486
2000 FORD CROWN VICTORIA	2FAFP71W3YX174018
2000 FORD CROWN VICTORIA	2FAFP71W3YX174021
2001 FORD SEDAN POLICE CAR	2FAFP71W41X137338
2002 FORD CROWN VICTORIA	2FAFP71W42X112747
2002 FORD CROWN VICTORIA	2FAFP71W42X112750
2003 FORD SEDAN	2FAFP71W43X141506
2003 FORD CROWN VICTORIA	2FAFP71W44X113481
1999 FORD CROWN VICTORIA	2FAFP71W4XX161809
1999 BLUE CROWN VIC - DETECTIVE	2FAFP71W5XX107287
2000 FORD CROWN VICTORIA	2FAFP71W5YX174019
2001 CROWN VICTORIA	2FAFP71W61X137342
2002 FORD CROWN VICTORIA	2FAFP71W62X110031
FORD CROWN VICTORIA 2002	2FAFP71W62X112751
2003 FORD Crown Victoria	2FAFP71W63X141507
2003 FORD CROWN VICTORIA	2FAFP71W64X113482
2003 FORD CROWN VICTORIA	2FAFP71W73X141502
2003 FORD CROWN VICTORIA	2FAFP71W74X113488
2006 CROWN VICTORIA	2FAFP71W76X104437
2002 FORD CROWN VICTORIA	2FAFP71W82X110032
FORD CROWN VICTORIA 2002	2FAFP71W82X112749
2002 FORD CROWN VICTORIA	2FAFP71W82X112752
2003 FORD Crown Victoria	2FAFP71W83X141508
2003 FORD CROWN VICTORIA	2FAFP71W84X113483
2008 CROWN VICTORIA	2FAFP71W88X139451
1998 FORD CROWN VICTORIA	2FAFP71W8WX164534

Description	VIN
2003 FORD CROWN VICTORIA	2FAFP71W93X141498
2003 FORD CROWN VICTORIA	2FAFP71W93X141503
2003 FORD CROWN VICTORIA	2FAFP71W94X113489
2006 FORD CROWN VICTORIA	2FAFP71W96X104438
2006 FORD CROWN VICTORIA	2FAFP71W96X165451
2002 FORD CROWN VICTORIA	2FAFP71WX2X112753
2003 FORD CROWN VICTORIA	2FAFP71WX4X113484
2000 FORD CROWN VICTORIA	2FAFP71WXYX174016
2007 CROWN VICTORIA	2FAHP71W17X151411
2005 CROWN VICTORIA	2FAHP71W65X143687
2006 FORD CROWN VICTORIA	2FAHP71WX6X159828
1997 FORD SEDAN	2FALP71W1VX190622
1995 FORD CROWN VICTORIA	2FALP71W3SX151851
1997 FORD CROWN VICTORIA	2FALP71W3VX190623
1997 FORD CROWN VICTORIA	2FALP71W5VX162323
1996 FORD CROWN VICTORIA	2FALP71W8TX156156
1996 FORD CROWN VICTORIA	2FALP71W9TX171328
1997 FORD CROWN VICTORIA	2FALP71W9VX190626
STERLING GARBAGE TRUCK	2FZHLJBA8XAA27652
1983 CHEVY CUSTOM DELUXE - 1/2 TON PICK UP TRUCK	2GCEC14D7D117032
1980 AMERICAN LA FRANCE PUMPER	6171T6A0404399 / CE6936
E3 America LaFrance Fire Truck	CE6768
1978 FORD TRUCK LEAF COLLECTION	F60DVA50547



 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 1/20/2020		<b>End Date</b> 1/19/2024		<b>Agency Tracking #</b> 40100-22520	<b>Edison ID</b> 66751
<b>Grantee Legal Entity Name</b> City of Morristown					<b>Edison Vendor ID</b> 4108
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #20.106</b>			
		<b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) CARES Act Part 4 – Operational Expenses					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2020	\$0.00	\$69,000.00		\$0.00	\$69,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$69,000.00</b>		<b>\$0.00</b>	<b>\$69,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The amount of funding available for each airport is set forth in the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Pub.L. 116–136 (2020). Airport sponsors may request a certain portion of those funds to be made available for operations and/or maintenance costs of the airport.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 1      LOCATION CODE: MAIN**

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

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

Grantee Edison Vendor ID # 4108

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to provide financial assistance to publicly-owned airports pursuant to the provisions of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Pub.L. 116–136 (2020). The Grantee may use the grant funds for any operational or maintenance purposes for which airport revenues may lawfully be used, in accordance with the terms of this Grant Contract and with the terms of the Federal Aviation Administration's ("FAA") Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696, as amended by 78 Federal Register 55330. Such purposes may include the reimbursement of Grantee's operational and maintenance expenses or debt service payments. Grant funds may be used to reimburse airport operational and maintenance expenses directly related to the airport incurred no earlier than January 20, 2020. Grant funds also may be used to reimburse Grantee's payment of debt service where such payments occur on or after April 14, 2020. The Grantee may not use grant funds for any purpose not directly related to the airport. The Grantee may not use the grant funds for work on any phase of an airport development project.
- A.3. 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 or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.
- A.4. 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:**

- B.1. This Grant Contract shall be effective on **January 20<sup>th</sup>, 2020** ("Effective Date") and extend for a period of **forty-eight (48) 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 **Sixty-Nine Thousand Dollars and Zero Cents (\$69,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division

<https://tndot.blackcatgrants.com>

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

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

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

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

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

**D. STANDARD TERMS AND CONDITIONS:**

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



Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

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

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

David Demanette  
Transportation Program Monitor 2  
7335 Centennial Boulevard  
Nashville, TN 37209  
Telephone: 615-741-3208  
Email: David.Demanette@tn.gov

The Grantee:

Gary Chesney, City Mayor  
City of Morristown  
PO Box 1499  
Morristown, TN 37816  
Email: jbarnard@mymorristown.com  
Telephone # 423-581-0100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. 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. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year: Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year: Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.  
  
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.  
  
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The

Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

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



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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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.

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not

practical, said documentation shall include a written justification for such decision and non-competitive procurement.

E.5. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:

- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
- b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E.6. Compliance with FAA CARES Act Assurances. The Grantee hereby assures and certifies, with respect to this Grant Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant Contract, including but not limited to those listed in the FAA CARES Act assurances, a copy of which may be obtained upon request from the State or the FAA. These assurances are hereby incorporated into and become part of this Grant Contract.

E.7. Trafficking in Persons.

- a. The Grantee acknowledges and agrees that the Grantee, its employees, and any of the Grantee's subgrantees and its employees may not:
  - (1) Engage in severe forms of trafficking in persons during Term;
  - (2) Procure a commercial sex act during the Term; or
  - (3) Use forced labor in the performance of the Grant Contract.
- b. The State may unilaterally terminate this Grant Contract, without penalty, if the Grantee:
  - (1) Is determined to have violated a prohibition in subsection a., or
  - (2) Has an employee who is determined by an official authorized to terminate the award to have violated a prohibition in subsection a.(1) during the Term through conduct that is either—
    - i. Associated with performance under this Grant Contract; or
    - ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
  - (3) Grantee shall inform the State immediately of any information Grantee receives from any source alleging a violation of a prohibition in subsection a. during the Term.
  - (4) The State's right to terminate unilaterally that is described in subsection a. of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to the State under this Grant Contract.

E.8. Employee Protection from Reprisal.



- a. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subsection (2), information that the employee reasonably believes is evidence of:
  - (1) Gross mismanagement of a Federal grant;
  - (2) Gross waste of Federal funds;
  - (3) An abuse of authority relating to implementation or use of Federal funds;
  - (4) A substantial and specific danger to public health or safety; or
  - (5) A violation of law, rule, or regulation related to a Federal grant.
- b. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - (1) A member of Congress or a representative of a committee of Congress;
  - (2) An Inspector General;
  - (3) The Government Accountability Office;
  - (4) A Federal office or employee responsible for oversight of a grant program;
  - (5) A court or grand jury;
  - (6) A management office of the State or Grantee or subgrantee; or
  - (7) A Federal or State regulatory enforcement agency.
- c. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- d. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.
- e. Required Actions of the Inspector General – Actions, limitations, and exceptions of the OIG are established under 41 U.S.C. § 4712(b).

Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- E.9. Utilities Proration. For purposes of computing the share of the allowable airport operations and maintenance costs reimbursable under this Grant Contract, the allowable cost of utilities incurred by the Grantee to operate and maintain airport(s) included in the Grant Contract must not exceed the percent attributable to the capital or operating costs of the airport.
- E.10. Aircraft Rescue and Firefighting (ARFF) and Snow Removal Equipment (SRE) Vehicle and Equipment. The Grantee agrees that it will:
  - a. House and maintain the equipment in a state of operational readiness on and for the airport;
  - b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - c. Restrict the vehicle to on-airport use only;
  - d. Restrict the vehicle to the use for which it was intended; and
  - e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- E.11. Equipment or Vehicle Replacement. The Grantee agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- E.12. Off-Airport Storage of ARFF Vehicle. The Grantee agrees that it will:

- a. House and maintain the vehicle in a state of operational readiness for the airport;
- b. Provide the necessary staffing and training to maintain and operate the vehicle;
- c. Restrict the vehicle to airport use only;
- d. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
- e. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
- f. Submit a copy of the executed agreement to the FAA.

E.13. Equipment Acquisition. The Grantee agrees that it will maintain Grantee-owned and -operated equipment and use for purposes directly related to the airport.

E.14. Utility Relocation in Grant Contract. The Grantee understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

**IN WITNESS WHEREOF,**

**CITY OF MORRISTOWN:**

**32-555-0169-21**

---

**GRANTEE SIGNATURE**

**DATE**

GARY CHESNEY, CITY MAYOR

---

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

---

**GRANTEE LEGAL COUNSEL'S SIGNATURE**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

---

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

**DATE**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**AERONAUTICS DIVISION**  
7335 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37209  
(615) 741-3208

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

Dear Airport Sponsor,

As a result of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, all National Plan of Integrated Airport System (NPIAS) Airports are eligible for federal funds to assist with operational and maintenance costs incurred at the airports after January 20, 2020. The FAA has determined the funding available for each NPIAS airport to establish the award amount stated below. The State of Tennessee is a Block Grant State and is responsible for the administration of this CARES Act Part 4 funding.

City of Morristown is receiving a grant in the amount of \$69,000.00. This grant award is for reimbursement of operational costs such as, airport employee payroll, utility bills, supplies, equipment purchases, building repairs, mowing, debt service, and other non-construction costs. Your CARES Act grant has a start date of 1/20/2020 and an end date of 1/19/2024. Please ensure all your requests for eligible reimbursements are for costs incurred within this date range.

If you wish to decline this grant, please notify our office immediately by contacting your TDOT Project Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Frazier", with a long, sweeping horizontal line extending to the right.

Michelle Frazier,  
Director of Aeronautics

**ATTACHMENT TWO**

**PAGE ONE**

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-61
Federal award date	5/22/2020
CFDA number and name	20.106
Grant contract's begin date	1/20/2020
Grant contract's end date	1/19/2024
Amount of federal funds obligated by this grant contract	\$69,000
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/20-6/21) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	\$1,267,885
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,562,000
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

*Federal Award Identification Worksheet (FAI)* is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0169-21) every six (6) months.

Any questions please contact your Program Monitor, **David Demanette**, at 615-741-3208.



**ATTACHMENT THREE**

**PAGE ONE**

GRANT BUDGET				
City of Morristown: CARES Act Part 4			AERO-21-217-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: 1/20/2020		END: 1/19/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$69,000.00	0.00	\$69,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$69,000.00	0.00	\$69,000.00

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

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

**ATTACHMENT THREE**

**PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
CARES Act Part 4 – Operational Expenses	\$69,000.00
<b>TOTAL</b>	<b>\$69,000.00</b>

TAD Project # 32-555-0169-21

Project Breakdown:     \$69,000.00     100% Federal (Cares 4)  
TX

Grant Total:             \$69,000.00

Reimbursable Amount:   \$69,000.00

## 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 City of Morristown a parent? Yes ☐ No ☒

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

Is City of Morristown a child? Yes No ☐ ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: 100 West First North Street

Phone number: 423-585-4614

Email address: jbarnard@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: 4108

## Cindy Dibb

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**From:** Tony Cox  
**Sent:** Thursday, November 12, 2020 8:52 AM  
**To:** Cindy Dibb  
**Subject:** FW: IDB Letter - English Mtn Construction & Maintenance  
**Attachments:** IDB English Mtn Letter.pdf

**From:** Jodi Barnard <industry@morristownchamber.com>  
**Sent:** Wednesday, November 11, 2020 11:47 AM  
**To:** Tony Cox <tcx@mymorristown.com>  
**Cc:** Marshall Ramsey <president@morristownchamber.com>  
**Subject:** IDB Letter - English Mtn Construction & Maintenance

Tony,

Attached you will find the letter from the Industrial Board regarding the recommendation of the sale of property in East Tennessee Progress Center. The Industrial Board is now ready to move forward with its recommendation.

While the letter is dated July 24, 2020, and had been sent to you previously, I informed you that the recommendation to sell the property was on hold based on a concern regarding significant unauthorized work that occurred on the site by the potential purchaser. This required some examination to see if another IDB meeting would be required to reconsider the recommendation.

While we are now comfortable making the recommendation, we suggest no more work is performed on site until the purchaser has closed on the property and that all proper approvals are obtained moving forward. The safety of our current industrial park tenants is paramount, and all due care should be considered when operating within the park. The Industrial Development Board requires that all grading plans, building plans and landscaping plans be approved by the board as well as City of Morristown planning staff prior to any future work occurring. This is the standard that any industry in the three industrial parks have abided by to date. Developer must adhere to East Tennessee Progress Center Covenants and Restrictions which is greater than many city restrictions but ensures proper use and utilization of the industrial property provided to us by the continued investment by the City in our industrial parks.

Feel free to contact me with any question.

Sincerely,  
Marshall Ramsey  
Secretary  
Industrial Development Board of the City of Morristown

# Morristown

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

July 24, 2020

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

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on July 23, 2020, the Board reviewed a request from English Mountain Construction & Maintenance to purchase a parcel of land in the *East Tennessee Progress Center*. This site is Lot 5 and part of Lot 6, consisting of approximately 8 acres, with exact acreage to be determined by a survey, to be paid for by the purchaser.

The Industrial Development Board recommends the sale of the usable land, consisting of 4 – 5 acres for \$17,500 per acre and the remaining acreage that is not usable, based on the topography and gas line incursion, at no charge.

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

Sincerely,



Marshall Ramsey  
Secretary

MR/jb