

FINANCE COMMITTEE - Cancelled

September 1, 2020

WORK SESSION

September 1, 2020

Pre-Meeting Work Session – Cancelled

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

September 1, 2020

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 18, 2020

6. PROCLAMATIONS/PRESENTATIONS

1. Women's Suffrage - Tennessee and the Passage of the 19th Amendment.

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

8. OLD BUSINESS

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

1. Ordinance No. 3656

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

2. Public Hearing on the adoption of a Plan of Services for:

a. Resolution 7-21

A Resolution Adopting a plan of Services for the Annexation of Properties Located between Highway 25-E and Morelock Road.

3. Ordinance No. 3657
Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown Tennessee. Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB.
4. Ordinance No. 3658
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15912, from R2 (Medium Density Residential District) to IB (Intermediate Business District).
5. Ordinance No. 3659
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. to rezone from IB (Intermediate Business District) to R2 (Medium Density Residential District) a portion of property located just south of the Economy Inn on South Cumberland Street, Morristown, TN.
6. Ordinance No. 3660
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B to rezone from R2 (Medium Density Residential District) to IB (Intermediate Business District) to include the whole of Lots 9 – 11 as shown on the Panther Village Subdivision Plat; along with that property located at the southeast intersection of West Andrew Johnson Highway and Shady Woods Road which adjoins Shady Woods Subdivision, Lot 41.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 8-21
Being a Resolution of the City of Morristown, Tennessee approving the Civil Service Board's Amendments to its Public Safety Qualifications and Standards for Entry-Level and Promotion (Green and Orange) Books.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Interlocal Agreement between the City of Morristown, TN and Hamblen County, TN related to the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

2. Acceptance of Grant Contract with the Tennessee Department of Transportation in the amount \$86,500 for a Land Acquisition Taxiway Relocation Study at the Morristown Regional Airport.
3. Approval of Bid for Plastic Recycle and Refuse Containers and award the best and lowest bid to IPL Plastics, Inc.
4. Approval of Purchase (PO #21000533-00) of a 2020 Ford Ranger Pickup Truck for the Public Works Department via Statewide Contract #209.
5. Approval of Bid subject to the Tennessee Department of Transportation Concurrence for the West Andrew Johnson Highway Rehabilitation Project (TDOT PIN 121752.00) and award to Summers-Taylor Construction in the amount of \$844,870.66.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

September 7, 2020	Monday		City Employee's Holiday – Labor Day
September 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 6, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
October 6, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 6, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 20, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
November 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 26-27,	Thurs/Fri		City Employee's Holiday – Thanksgiving Holiday
December 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
December 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION
Post-Meeting Work Session
September 1, 2020**

1. Rebranding

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
August 18, 2020**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, August 18, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

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

Councilmember A'Hearn made a motion to approve the August 4, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

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

A Public Hearing was held relating to Ordinance No. 3655; no one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 3655 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3655

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

Councilmember Senter made a motion to approve Resolution No. 5-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Resolution No. 5-21

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

Councilmember Senter made a motion to approve Resolution No. 6-21. Councilmember Smith seconded the motion and upon roll call; all voted "aye."

Resolution No. 6-21

A Resolution of the City Council of the City of Morristown, Tennessee to Participate in the Public Entity Partners' James L. Richardson "Driver Safety" Matching Grant Program.

Councilmember Smith made a motion to approve Ordinance No. 3656 on first reading and schedule a public hearing relative to final passage of said ordinance for September 1, 2020. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3656

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

Councilmember Senter made a motion to approve Ordinance No. 3657 on first reading and schedule a public hearing relative to final passage of said ordinance for September 1, 2020. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3657

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

Councilmember A’Hearn made a motion to approve Ordinance No. 3658 on first reading and schedule a public hearing relative to final passage of said ordinance for September 1, 2020. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3658

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15912, from R2 (Medium Density Residential District) to IB (Intermediate Business District),

Councilmember Pedigo made a motion to approve Ordinance No. 3659 on first reading and schedule a public hearing relative to final passage of said ordinance for September 1, 2020. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3659

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

Councilmember Smith made a motion to approve Ordinance No. 3660 on first reading and schedule a public hearing relative to final passage of said ordinance for September 1, 2020. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3660

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

Councilmember A'Hearn made a motion to approve Purchase Order No. 21000436 to Wavetronics in the amount of \$95,796.40 for improvements at multiple intersections. Wavetronix LLC is the sole provider of these products. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Purchase Order No. 21000434 to Remotec, Inc. in the amount of \$15,500 for a controller assembly for the Police Department's Explosive Ordnance Disposal (EOD) Robot. Remotec Inc. is the sole source company for the robots and all associated parts within the United States. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to accept the best and lowest bid submitted by Diamondback Products, Inc. for Cart Lifters for Public Works Department Refuse and Recycle Trucks. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Purchase Order No. 21000438 to Secom Systems, Inc. in the amount of \$14,385 for the purchase of portable radio packages for the Police Department. Purchase made via Statewide Contract #423. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Purchase Order No. 21000345-02 to LB Technologies in the amount of \$19,225 for annual GPS vehicle tracking system for fleet maintenance and one-time upgrade to 4G on existing units. Purchase made via Statewide Contract #199. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the acceptance of the Grant Contract with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (HAZ-MAT Grant) in the amount of \$11,200 for the Fire Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Purchase Order No. 21000435-01 to 10-8 Video LLC in the amount of \$25,176.95 for the purchase of in-car camera systems for the Police Department. 10-8 Video is the sole manufacturer and provider of this system. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney nominated Steve Henrickson for re-appointment to the Morristown Regional Airport Commission for a five (5) year term to expire August 31, 2025. Councilmember Senter made a motion to confirm the nomination. Councilmember Bivens seconded the motion and upon roll call: all voted “aye”.

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

Mayor Gary Chesney adjourned the August 18, 2020 Morristown City Council meeting at 5:44 p.m.

Mayor

Attest:

City Administrator

City of Morristown

Incorporated 1855

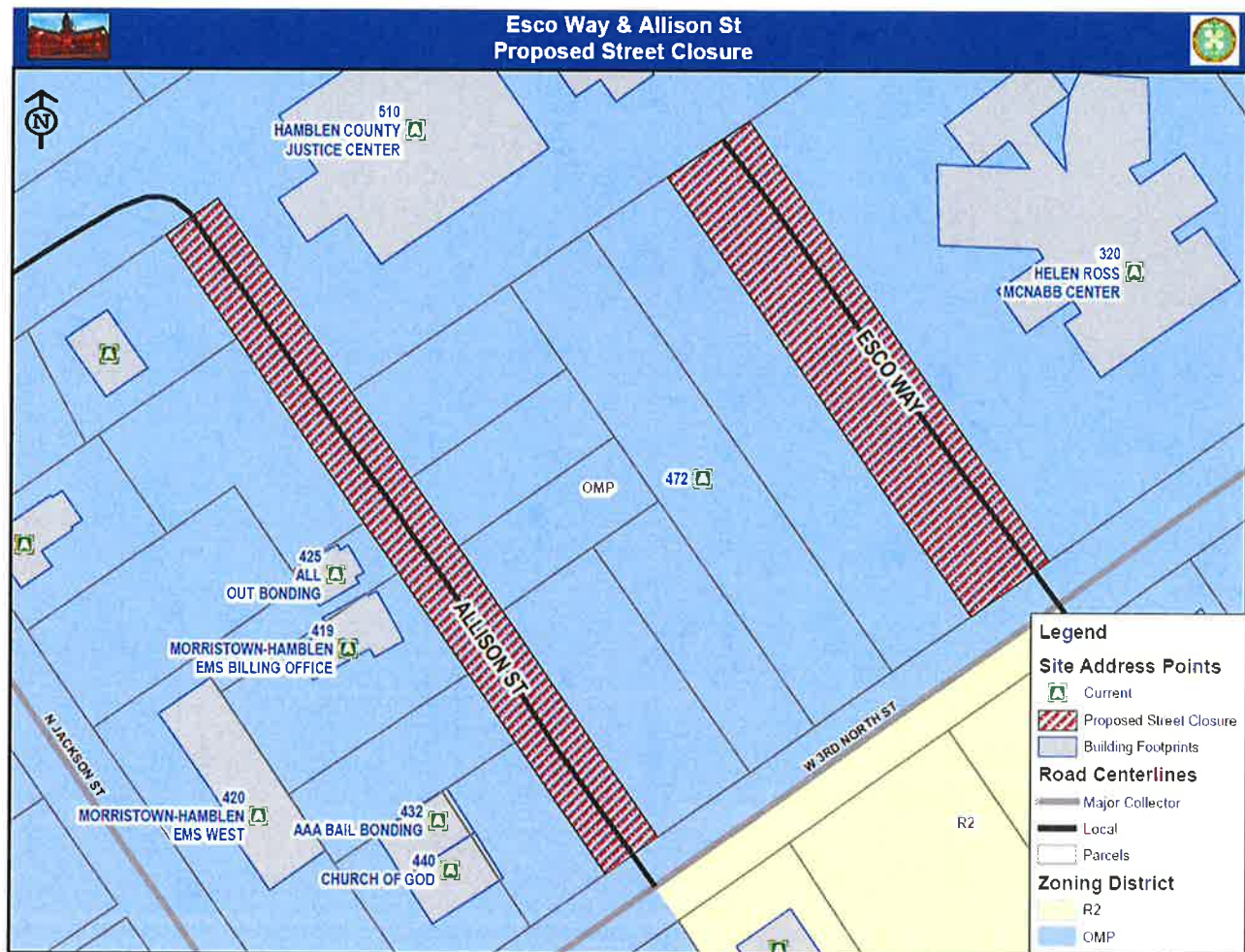
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



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

BACKGROUND:

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



RECOMMENDATION:

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

ORDINANCE NO. 3656

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

{Esco Way public right-of-way and the Portion of Allison Street public right-of-way north of the intersection of W. 3rd North St., the general location being shown on the attached Exhibit A.}

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

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

NOW THEREFORE:

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

Esco Way

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

Allison St.

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

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

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

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

Mayor

ATTEST:

City Administrator

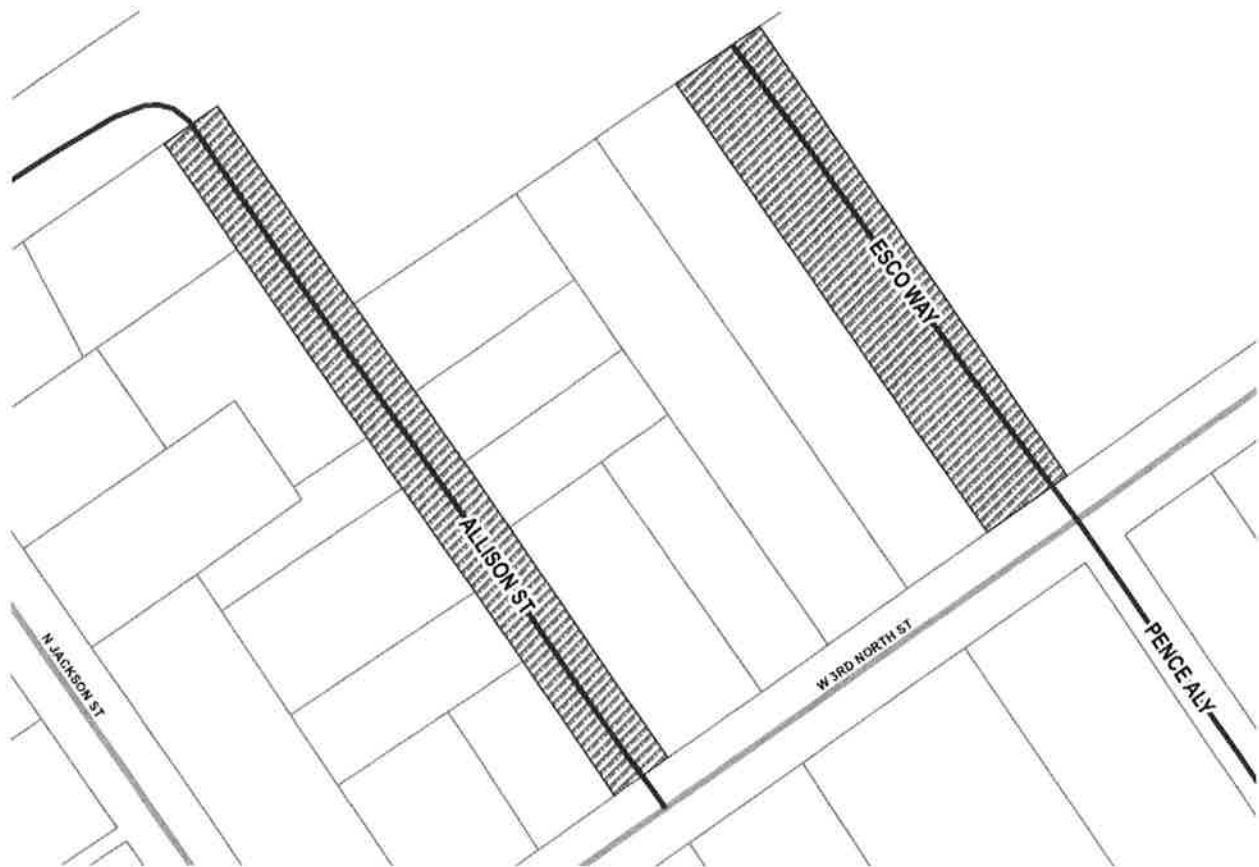
Passed on second and final reading this the 1st day of September 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



PLAN OF SERVICES
RESOLUTION NO. 7-21

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

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

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

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

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

Passed on this 1st day of September, 2020.

Mayor


ATTEST:

City Administrator

Exhibit A:





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

BACKGROUND:

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

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



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

RECOMMENDATION:

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

ORDINANCE NO. 3657

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

Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB, the general location being shown of 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 territories adjoining the present corporate boundaries:

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

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

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

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

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

ATTEST:

Mayor

City Administrator

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

ATTEST:

Mayor

City Administrator

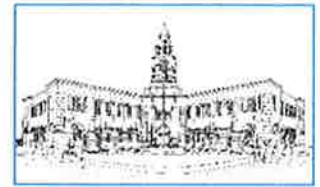
Exhibit A:




City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



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

BACKGROUND:

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

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



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

RECOMMENDATION:

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

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

ORDINANCE NO. 3658,

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

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

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

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

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

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

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

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

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

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

Mayor

ATTEST:

City Administrator

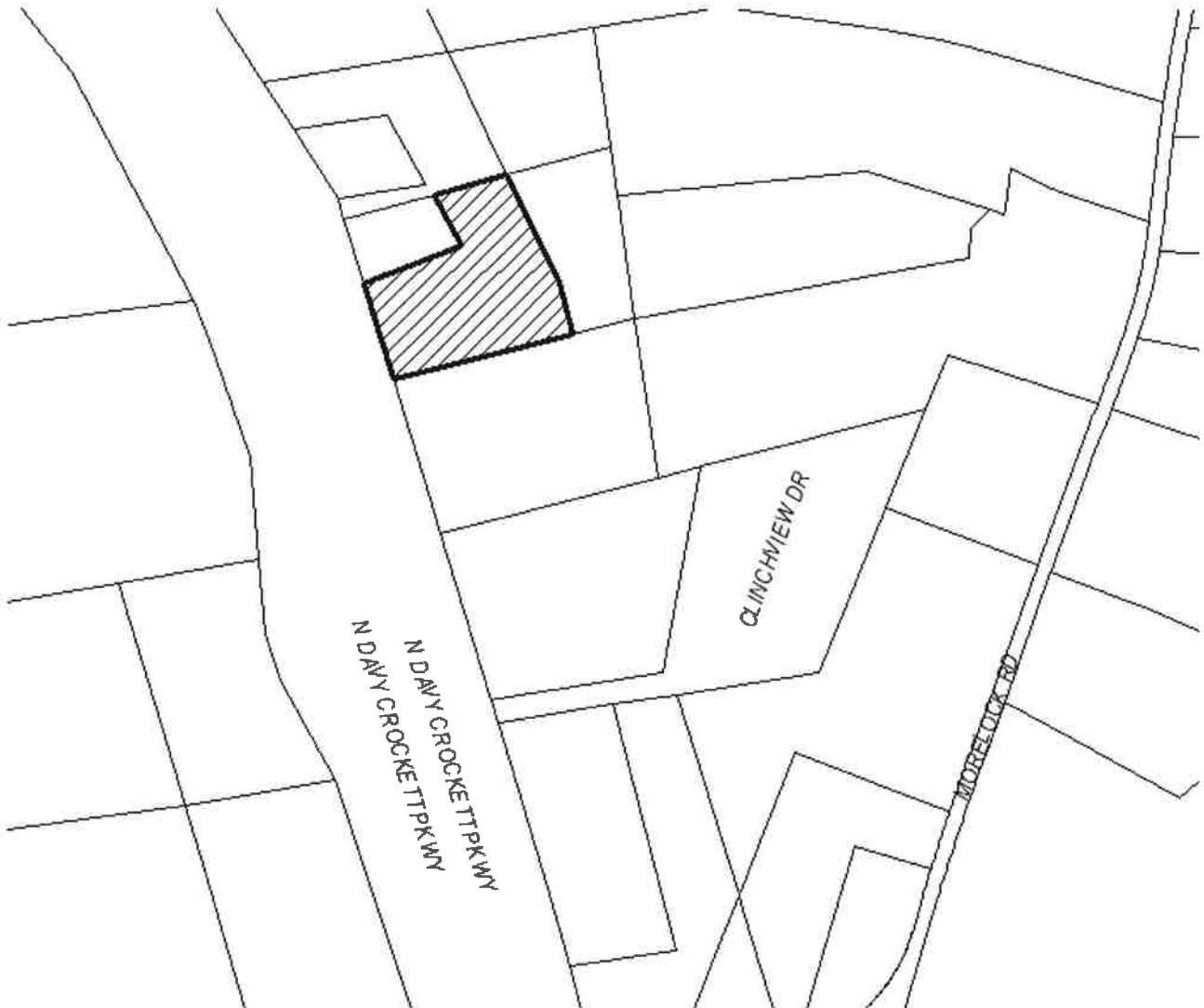
Passed on second and final reading the 1st day of September 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

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

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

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



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

RECOMMENDATION:

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

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



Above showing approximate location of property access from South Cumberland

ORDINANCE NO. 3659

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

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

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

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

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

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

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

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

Passed on first reading this 18th day of August, 2020;

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST: _____
City Administrator

EXHIBIT A



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



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

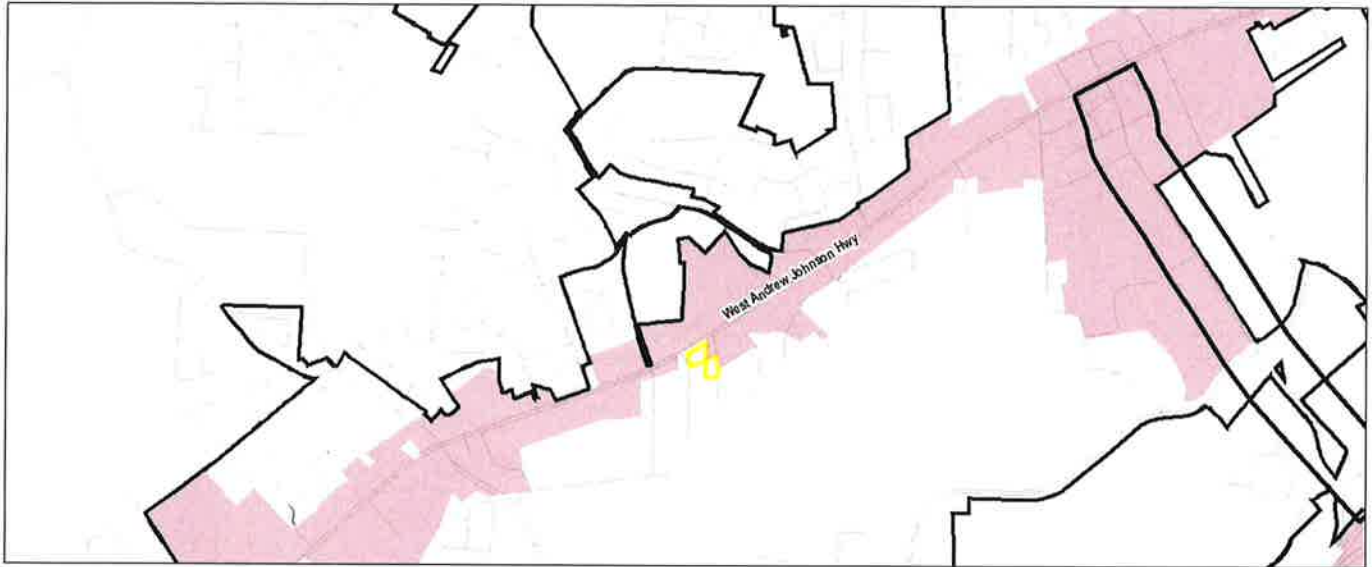
BACKGROUND:

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

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

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





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

RECOMMENDATION:

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

ORDINANCE NO. 3660

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

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

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

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

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

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

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

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

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

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator

EXHIBIT A



RESOLUTION NO. 8-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TN APPROVING THE CIVIL SERVICE BOARD'S AMENDMENTS TO ITS PUBLIC SAFETY QUALIFICATIONS AND STANDARDS FOR ENTRY LEVEL AND PROMOTION (Green and Orange) BOOKS.

WHEREAS, the Civil Service Act of the City of Morristown requires that the City Council for the City of Morristown approve any and all amendments made to the Public Safety Qualifications and Standards for Entry Level (Green Book) and the Public Safety Qualifications and Standard for Promotion (Orange Book); and

WHEREAS, the Civil Service Board for the City of Morristown is requesting approval of amendments to its Public Safety Qualifications and Standards for Entry Level (Green Book); and

WHEREAS, the Civil Service Board for the City of Morristown is requesting approval of amendments to its Public Safety Qualifications and Standards for Promotion (Orange Book); and

WHEREAS, at its' August 2020 meeting the Civil Service Board unanimously approved the recommended amendments to the Green and Orange Books.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown, TN that the following amendments to the Green and Orange Books as defined above are hereby adopted:

SECTION 1: GREEN BOOK – Public Safety Qualifications and Standards for Entry-Level:

- I. *Change the following in Section 1B-Police Department, pages 4-5 and 2B-Fire Department, page 12*
 - a. Written Test becomes #1
 - b. Physical Test becomes #2

SECTION 2: ORANGE BOOK – Public Safety Qualifications and Standards for Promotion:

- I. *Remove the following from Police Department; Section 3-D-2, page 6 Evaluation of Record of Conduct and from Fire Department; Section 3-D-2, page 16 Evaluation of Record of Conduct:*
 - a. 2. These points shall be assigned as follows:

More than two disciplinary actions within the previous year	0 points
Two disciplinary actions within the previous year	25 points
One disciplinary action within the previous year	50 points
No disciplinary actions within the last 2 years	75 points
No disciplinary actions within the last 3 years	100 points

- II. *Add the following to Police Department; Section 3-D-2, page 6 Evaluation of Record of Conduct and from Fire Department; Section 3-D-2, page 16 Evaluation of Record of Conduct:*
- a. 2. Each disciplinary action will be assigned 25 points for one year and then be removed.
- III. *Add the following to Section 1 – Position Qualifications, page 12:*
- a. Fire Training Officer
Must possess entry level requirements and have six (6) years experience as defined in Section 2-A-2 within the City of Morristown Fire Department or in another full time, professional department consisting of 45 or more classified members. Two (2) years of experience must have been served at the rank of Fire Lieutenant. Applicant must possess a valid Tennessee operator's license. Applicant must have completed specialized course work in firefighting principles, practices and in administration. The applicant should be certified as Fire Department Instructor I and Fire Officer II by the Tennessee Fire Commission and should be able to demonstrate task skill for Fire Officer III as outlined in NFPA 1021.

SECTION 3: This resolution shall become effective upon passage, the public welfare requiring it.

PASSED ON THIS THE 1st DAY OF SEPTEMBER 2020.

MAYOR

ATTEST:

CITY ADMINISTRATOR

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MORRISTOWN, TN AND COUNTY OF HAMBLLEN, TN

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 17TH day of August, 2020, by and between The COUNTY of HAMBLLEN acting by and through its governing body, the Hamblen County Legislative Board, hereinafter referred to as COUNTY, and the CITY of MORRISTOWN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hamblen County, State of Tennessee, witness:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$ 0 from the JAG award for the 2020 Byrne Justice Assistance Grant Program Award; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1: COUNTY agrees to pay CITY a total of \$ 0 of JAG funds.

Section 2: COUNTY agrees to use \$12,999 for the 2020 Byrne Justice Assistance Grant Program Award until September 30, 2020.

Section 3: Each party entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

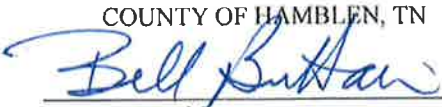
CITY OF MORRISTOWN, TN

City Mayor

ATTEST:

City Secretary

COUNTY OF HAMBLLEN, TN



County Mayor

ATTEST:

County Clerk

Applicant Disclosure of Pending Applications

Neither Hamblen County nor the City of Morristown has (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

City of Morristown, TN

County of Hamblen, TN

City Mayor



County Mayor

Date

8-18-2020

Date

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 8/7/2020		End Date 8/6/2021		Agency Tracking # 40100-14620	
Edison ID 65890					
Grantee Legal Entity Name City of Morristown				Edison Vendor ID 4108	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Land Acquisition TW Relocation (Study)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		\$86,500.00			\$86,500.00
TOTAL:		\$86,500.00			\$86,500.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart TX TX		Account Code 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of airport development, 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 sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. The Grantee shall construct a revenue producing aeronautical support facility pursuant to 49 U.S.C. § 47110(h), its implementing regulations, and applicable Federal Aviation Administration (FAA) guidance. In the event that future FAA nonprimary entitlement funds are made available to Grantee, such funds may be allocated to this project only upon written amendment to this Grant Contract and in accordance with applicable law and FAA guidance. The State makes no assurances whatsoever as to future FAA nonprimary entitlement funds available to Grantee.
- A.4. 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.5. 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 **August 7, 2020** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Eighty-Six Thousand Five Hundred Dollars and Zero Cents (\$86,500.00)** ("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, Mayor
City of Morristown
PO Box 1499
Morristown, TN 37816
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. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment 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.

Additionally, when the Grantee has received greater than Ten Thousand dollars (\$10,000.00) in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit report shall be provided to Tennessee Department of Transportation-Aeronautics Division by Grantee.

- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. 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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.6. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.7. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.8. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.9. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- E.10. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. 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.

- E.11. 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.12. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0168-21

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

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

DATE

City of Morristown

Incorporated 1855

ATTACHMENT ONE

PAGE ONE



June 18, 2020

Director Michelle Frazier
Tennessee Department of Transportation
Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209

Director Frazier:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$89,500 for land acquisition study for the taxiway relocation at the Morristown Regional Airport. Approved funding will allow the City of Morristown to begin the process to relocate the taxiway to come into compliance with its current classification.

Attached is our engineer, Michael Baker International's estimate of work on this project. The City of Morristown requests that NPE and CARES Act, Part 1 funds be used for the match on the proposed project. Please feel free to contact me should you need additional information or have questions associated with this request. Please find our application within BlackCat Grants system. Thank you for your consideration of this request.

Sincerely,

Joey Barnard, CGFM, CMFO, MBA, CFE
Assistant City Administrator – F&A
Airport Manager

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE
PAGE TWO

Airport: Moore-Murrell Field
Project Title: Land Acquisition TW Relocation (Study)
Project Description: Land Acquisition TW Relocation (Study)

UPIN: BCG0003488
Submitted By: Chuck Hoskins
Date Submitted: 6/21/2020 11:35:02PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Taxiway Relocation Land Acquisition Study

Estimated Cost:

Fiscal Year:	2021	
Federal:	\$86,500	100.0%
State:	\$0	0.0%
Local:	\$0	0.0%
Other:	\$0	0.0%
<hr/>		
Total:	\$86,500	100%

Matching Funds Available?: 0.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature: 

Date: 8/7/2020

TAC Signature: _____

Date: _____

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
CFDA number and name	20.106
Grant contract's begin date	8/7/2020
Grant contract's end date	8/6/2021
Amount of federal funds obligated by this grant contract	\$8,650
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	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,191,159
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 (32-555-0168-21) every six (6) months.

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

ATTACHMENT TWO

PAGE TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-57
Federal award date	7/23/2019
CFDA number and name	20.106
Grant contract's begin date	8/7/2020
Grant contract's end date	8/6/2021
Amount of federal funds obligated by this grant contract	\$77,850
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	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,982,472
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 (32-555-0168-21) 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: Land Acquisition TW Relocation (Study)				AERO-21-249-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 8/7/2020	END: 8/6/2021	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$86,500.00	0.00	\$86,500.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$86,500.00	0.00	\$86,500.00

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

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

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Land Acquisition TW Relocation (Study)	\$86,500.00
TOTAL	\$86,500.00

TAD Project # 32-555-0168-21

Project Breakdown:

TX	\$ 8,650.00	100% Federal 59 CARES
TX	<u>\$77,850.00</u>	100% Federal 57 NPE
Grant Total:	\$86,500.00	100%

Parent Child Information

**ATTACHMENT FOUR
PAGE ONE**

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
3rd 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



Morristown City Council Agenda Item Summary

Date: August 24, 2020

Agenda Item: Approval of Bid – Plastic Recycle and Refuse Container Bid

Prepared by: Joey Barnard

Subject: Plastic Recycle and Refuse Container Bid

Background/History: The Public Works Department finds it necessary to replace worn refuse and recycle containers and to furnish new containers as needed to the citizens of Morristown.

Findings/Current Activity: The Bid was advertised in the *Citizen Tribune* on July 24, 2020 and on July 26, 2020. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was at 2:00 P.M on Tuesday, August 11, 2020. We received five (5) responses to the bid.

Financial Impact: This bid will allow for the replacement of worn containers and the furnishing of new containers while remaining within the allotted budget for the 20-21 Fiscal Year. There is \$30,000.00 appropriated for recycle containers and \$220,000 appropriated for refuse containers.

Action options/Recommendations: It is staff recommendation to award the best and lowest bid to IPL Plastics, Inc.

Attachments: Copy of the Bid Tabulation

City of Morristown
Plastic Recycle and Refuse Container Bid Tabulation
Tuesday, August 11, 2020
2:00 PM

Bidder	Recycle Make and Model	Refuse Make and Model	Unit Cost		Wheel Cost
			Recycle	Refuse	
IPL, Inc.	Mastercart	Mastercart	\$ 44.10	\$ 44.10	\$ 4.00
Schaefer Systems International Inc.	Schaefer 95Q	Schaefer 95Q	\$ 48.00	\$ 48.00	\$ 5.00
CMI Equipment Sales, Inc.	Cascade	Cascade	\$ 49.20	\$ 49.20	\$ 4.10
Municipal Equipment, Inc	Otto/Edge	Otto/Edge	\$ 49.90	\$ 49.90	\$ 8.75
Rehrig Pacific Company	Rehrig ROC-95EG (BMSO Wheels)	Rehrig ROC-95EG (BMSO Wheels)	\$ 51.70	\$ 51.70	\$4.00 (plus freight)
Rehrig Pacific Company	Rehrig ROC-95EG (Treaded Wheels)	Rehrig ROC-95EG (Treaded Wheels)	\$ 52.70	\$ 52.70	\$5.00 (plus freights)
Toter, LLC	NO BID		\$0.00	\$0.00	\$0.00

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2021

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **21000533-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
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o
r**TT OF F MURFREESBORO INC
FORD OF MURFREESBORO
1550 NW BROAD STREET
MURFREESBORO, TN 37129-1709**S
h
i
p
T
o**CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number 615-631-1248		Vendor Fax Number 615-896-7857	Requisition Number 21000626	Delivery Reference/Contact MITCHELL YOUNG	
Date Ordered 08/27/20	Vendor Number 005990	Date Required	Interoffice Delivery		Department/Location 41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL				
			1.00	27346.00000	27,346.00
			EACH		
	2020 FORD RANGER CREW 4WD PICKUP				
	EXTERIOR COLOR: OXFORD WHITE				
	INTERIOR COLOR: EBONY CLOTH				
	43140-971		27,346.00		
002			1.00	4770.00000	4,770.00
			EACH		
	OPTIONS TO INCLUDE THE FOLLOWING:				
	EQUIPMENT GROUP 101A MID				
	STX APPEARANCE PACKAGE				
	17" ALUMINUM WHEELS				
	ELECTRONIC-LOCKING REAR DIFFERENTIAL				
	FORD CO-PILOT360				
	TRAILER TOW PACKAGE				
	CARPET FLOORING W/ FLOOR MATS				
	BLACK ALUMINUM CROSSBED TOOLBOX				
	5" RECTANGULAR BLACK RUNNING BOARDS				
	TRAY STYLE FLOOR LINER				
	SECURICODE KEYLESS ENTRY KEYPAD				
	FRONT & REAR SPLASH GUARDS/MUD FLAPS				
	TOUGH BED SPRAY-IN BEDLINER				
	43140-971		4,770.00		
				PO Total	32,116.00

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



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

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc.
1550 NW Broad St
Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000064470

Title: SWC# 209 - Vehicles

Start Date : October 07, 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:



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 08:53:09 -0500

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO, ou=CPO,
email=mike.neely@tn.gov, c=US
Date: 2019.10.01 07:56:44 -0500

PURCHASING AGENT

DATE

City of Morristown
West Andrew Johnson Highway, from N. Fairmont Ave. to W. Morris Blvd.
TDOT PIN: 121752.00

BID TABULATION
Bids Opened: August 18, 2020 at 10:00 AM

** Apparent Low Bidder	TOTAL BID PRICE
** Summers-Taylor	\$ 844,870.66
Pavement Restorations of East TN	\$ 1,108,227.00

I certify that this tabulation is a correct and true representation of the bids received at the above date and time.



A handwritten signature in black ink that reads "Jason Carder".

Jason Carder, P.E.
8/19/2020

ITEM NO.	DESCRIPTION	UNIT	QTY.	ENGINEER'S ESTIMATE		Summers-Taylor		Pavement Restorations		UNIT COST	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,910.00	\$ 4,910.00	\$ 15,000.00	\$ 15,000.00		\$ -
202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 8,300.00	\$ 8,300.00	\$ 8,000.00	\$ 8,000.00		\$ -
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	420	\$ 50.00	\$ 21,000.00	\$ 24.50	\$ 10,290.00	\$ 47.00	\$ 19,740.00		\$ -
202-08.10	REMOVAL OF CURB (INTEGRAL)	L.F.	900	\$ 10.00	\$ 9,000.00	\$ 10.50	\$ 9,450.00	\$ 7.50	\$ 6,750.00		\$ -
209-05	SEDIMENT REMOVAL	C.Y.	10	\$ 10.00	\$ 100.00	\$ 55.50	\$ 555.00	\$ 75.00	\$ 750.00		\$ -
209-09.40	CURB INLET PROTECTION (TYPE 1)	EACH	1	\$ 200.00	\$ 200.00	\$ 211.00	\$ 211.00	\$ 250.00	\$ 250.00		\$ -
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	100	\$ 40.00	\$ 4,000.00	\$ 59.00	\$ 5,900.00	\$ 50.00	\$ 5,000.00		\$ -
307-01.08	ACS MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	20	\$ 120.00	\$ 2,400.00	\$ 255.00	\$ 5,100.00	\$ 225.00	\$ 4,500.00		\$ -
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0	\$ 1,000.00	\$ 300.00	\$ 1,550.53	\$ 465.16	\$ 1,250.00	\$ 375.00		\$ -
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	1	\$ 100.00	\$ 100.00	\$ 330.00	\$ 330.00	\$ 100.00	\$ 100.00		\$ -
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	13	\$ 600.00	\$ 7,800.00	\$ 922.00	\$ 11,986.00	\$ 750.00	\$ 9,750.00		\$ -
411-01.10	ACS MIX (PG64-22) GRADING D	TON	55	\$ 100.00	\$ 5,500.00	\$ 149.00	\$ 8,195.00	\$ 250.00	\$ 13,750.00		\$ -
411-02.10	ACS MIX (PG70-22) GRADING D	TON	3,300	\$ 110.00	\$ 363,000.00	\$ 101.00	\$ 333,300.00	\$ 115.00	\$ 379,500.00		\$ -
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	28,500	\$ 2.00	\$ 57,000.00	\$ 2.35	\$ 66,975.00	\$ 2.85	\$ 81,225.00		\$ -
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	40	\$ 250.00	\$ 10,000.00	\$ 136.00	\$ 5,440.00	\$ 275.00	\$ 11,000.00		\$ -
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	4	\$ 500.00	\$ 2,000.00	\$ 534.00	\$ 2,136.00	\$ 2,000.00	\$ 8,000.00		\$ -
607-09.02	48" CONCRETE PIPE CULVERT (CLASS III)	L.F.	4	\$ 1,000.00	\$ 4,000.00	\$ 668.00	\$ 2,672.00	\$ 2,000.00	\$ 8,000.00		\$ -
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 3,590.00	\$ 3,590.00	\$ 5,000.00	\$ 5,000.00		\$ -
701-01.01	CONCRETE SIDEWALK (4")	S.F.	3,000	\$ 7.00	\$ 21,000.00	\$ 5.75	\$ 17,250.00	\$ 13.50	\$ 40,500.00		\$ -
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	500	\$ 35.00	\$ 17,500.00	\$ 29.00	\$ 14,500.00	\$ 48.00	\$ 24,000.00		\$ -
702-01	CONCRETE CURB	C.Y.	16	\$ 500.00	\$ 8,000.00	\$ 474.00	\$ 7,584.00	\$ 1,400.00	\$ 22,400.00		\$ -
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	40	\$ 700.00	\$ 28,000.00	\$ 400.00	\$ 16,000.00	\$ 760.00	\$ 30,400.00		\$ -
712-01	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 30,555.00	\$ 30,555.00	\$ 65,000.00	\$ 65,000.00		\$ -
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100	\$ 40.00	\$ 4,000.00	\$ 26.00	\$ 2,600.00	\$ 35.00	\$ 3,500.00		\$ -
712-06	SIGNS (CONSTRUCTION)	S.F.	194	\$ 10.00	\$ 1,940.00	\$ 10.50	\$ 2,037.00	\$ 18.00	\$ 3,492.00		\$ -
712-08.03	ARROW BOARD (TYPE C)	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 327.00	\$ 654.00	\$ 2,700.00	\$ 5,400.00		\$ -
713-14.22	STREET NAME SIGN (SUSPENDED 0.100IN THICK)	S.F.	48	\$ 20.00	\$ 960.00	\$ 32.00	\$ 1,536.00	\$ 50.00	\$ 2,400.00		\$ -
713-15.01	REMOVAL OF EXISTING SIGN POST	EACH	7.0	\$ 50.00	\$ 350.00	\$ 26.50	\$ 185.50	\$ 200.00	\$ 1,400.00		\$ -
713-16.20	SIGNS (SIGN & POST)	EACH	7	\$ 300.00	\$ 2,100.00	\$ 265.00	\$ 1,855.00	\$ 500.00	\$ 3,500.00		\$ -
713-16.21	SIGNS (MAST ARM MOUNTED)	EACH	2	\$ 300.00	\$ 600.00	\$ 265.00	\$ 530.00	\$ 500.00	\$ 1,000.00		\$ -
713-16.22	SIGNS (SPANWIRE MOUNTED)	EACH	2	\$ 300.00	\$ 600.00	\$ 270.00	\$ 540.00	\$ 500.00	\$ 1,000.00		\$ -
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	20	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 25.00	\$ 500.00		\$ -
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	240	\$ 10.00	\$ 2,400.00	\$ 10.50	\$ 2,520.00	\$ 11.00	\$ 2,640.00		\$ -
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	9	\$ 150	\$ 1,350.00	\$ 185.00	\$ 1,665.00	\$ 175.00	\$ 1,575.00		\$ -
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	270.0	\$ 20	\$ 5,400.00	\$ 23.00	\$ 6,210.00	\$ 25.00	\$ 6,750.00		\$ -
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3	\$ 200	\$ 600.00	\$ 264.00	\$ 792.00	\$ 150.00	\$ 450.00		\$ -
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1	\$ 200	\$ 200.00	\$ 211.00	\$ 211.00	\$ 250.00	\$ 250.00		\$ -
716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L.F.	120	\$ 1	\$ 120.00	\$ 2.65	\$ 318.00	\$ 1.50	\$ 180.00		\$ -
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	12	\$ 10	\$ 120.00	\$ 26.50	\$ 318.00	\$ 15.00	\$ 180.00		\$ -
716-13.01	SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	L.M.	2	\$ 2,000	\$ 4,200.00	\$ 3,170.00	\$ 6,657.00	\$ 3,200.00	\$ 6,720.00		\$ -
717-01	MOBILIZATION	LS	1	\$ 80,000	\$ 80,000.00	\$ 38,500.00	\$ 38,500.00	\$ 60,000.00	\$ 60,000.00		\$ -
725-20.75	COMMUNICATION CONNECTION (MUS)	LS	1	\$ 5,000	\$ 5,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,900.00	\$ 1,900.00		\$ -
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	\$ 5,000	\$ 5,000.00	\$ 1,470.00	\$ 1,470.00	\$ 3,000.00	\$ 3,000.00		\$ -
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 798.00	\$ 4,788.00	\$ 1,000.00	\$ 6,000.00		\$ -
730-02.17	SIGNAL HEAD ASSEMBLY (150 AZH WITH BACKPLATE)	EACH	4	\$ 1,200.00	\$ 4,800.00	\$ 1,330.00	\$ 5,320.00	\$ 1,800.00	\$ 7,200.00		\$ -
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 571.00	\$ 2,284.00	\$ 600.00	\$ 2,400.00		\$ -
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 1,500	\$ 1,500.00	\$ 536.00	\$ 536.00	\$ 1,700.00	\$ 1,700.00		\$ -
730-05.02	SERVICE CABLE (2 CONDUCTOR, # 8 AWG)	L.F.	50	\$ 2	\$ 100.00	\$ 1.35	\$ 67.50	\$ 3.00	\$ 150.00		\$ -
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	150	\$ 2	\$ 300.00	\$ 1.25	\$ 187.50	\$ 2.00	\$ 300.00		\$ -
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	1,800	\$ 2	\$ 3,600.00	\$ 2.50	\$ 4,500.00	\$ 2.00	\$ 3,600.00		\$ -
730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	1	\$ 300	\$ 300.00	\$ 259.00	\$ 259.00	\$ 400.00	\$ 400.00		\$ -
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	200	\$ 15	\$ 3,000.00	\$ 11.00	\$ 2,200.00	\$ 15.00	\$ 3,000.00		\$ -
730-12.07	CONDUIT 1" DIAMETER (RGS)	L.F.	20	\$ 15.00	\$ 300.00	\$ 7.30	\$ 146.00	\$ 20.00	\$ 400.00		\$ -
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	250	\$ 40.00	\$ 10,000.00	\$ 31.00	\$ 7,750.00	\$ 95.00	\$ 23,750.00		\$ -
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 11,700.00	\$ 11,700.00	\$ 12,500.00	\$ 12,500.00		\$ -
730-13.08	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	4	\$ 10,000	\$ 40,000.00	\$ 8,680.00	\$ 34,720.00	\$ 7,400.00	\$ 29,600.00		\$ -
730-13.09	VEHICLE DETECTOR (RADAR - ADVANCE)	EACH	2	\$ 10,000	\$ 20,000.00	\$ 10,900.00	\$ 21,800.00	\$ 8,100.00	\$ 16,200.00		\$ -
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 15,000	\$ 15,000.00	\$ 19,600.00	\$ 19,600.00	\$ 28,500.00	\$ 28,500.00		\$ -

ITEM NO.	DESCRIPTION	UNIT	QTY.	ENGINEER'S ESTIMATE		Summers-Taylor		Pavement Restorations		UNIT COST	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 5,000	\$ 5,000.00	\$ 5,290.00	\$ 5,290.00	\$ 6,200.00	\$ 6,200.00		\$ -
730-23.30	PEDESTAL POLE (TYPE A)	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 1,470.00	\$ 4,410.00	\$ 2,000.00	\$ 6,000.00		\$ -
730-23.36	CANTILEVER SIGNAL SUPPORT (1 ARM @ 44')	EACH	2	\$ 25,000.00	\$ 50,000.00	\$ 16,900.00	\$ 33,800.00	\$ 19,000.00	\$ 38,000.00		\$ -
730-23.37	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	2	\$ 25,000.00	\$ 50,000.00	\$ 17,600.00	\$ 35,200.00	\$ 20,000.00	\$ 40,000.00		\$ -
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	8	\$ 1,500.00	\$ 12,000.00	\$ 1,530.00	\$ 12,240.00	\$ 1,800.00	\$ 14,400.00		\$ -
740-11.02	TEMPORARY SEDIMENT TUBE (12 INCH)	L.F.	300	\$ 3.00	\$ 900.00	\$ 5.30	\$ 1,590.00	\$ 9.00	\$ 2,700.00		\$ -
801-01	SEEDING (WITH MULCH)	UNIT	4	\$ 40.00	\$ 160.00	\$ 47.50	\$ 190.00	\$ 100.00	\$ 400.00		\$ -
TOTAL:					\$ -		\$ -		\$ -		\$ -
					\$ 949,200.00		\$ 844,870.66		\$ 1,108,227.00		\$ -

Certified by:

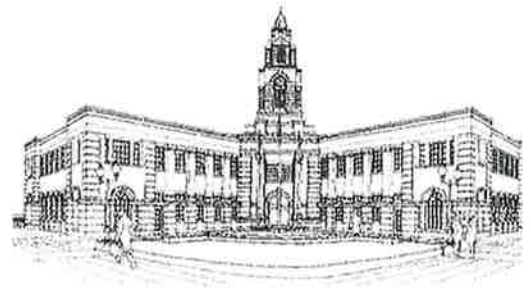
Jason Carder

Jason Carder, P.E.
8/19/2020
Project Manager, Mattern & Craig



City of Morristown

Incorporated 1855



FINANCE OFFICE

August 19, 2020

Taylor Lee, Transportation Program Monitor
TDOT, Local Programs Development Office
James K. Polk Building, 6th Floor
505 Deaderick Street, Nashville, TN 37243
Taylor.M.Lee@tn.gov

RE: TDOT PIN 121752.00, West Andrew Johnson Highway Rehabilitation Project, Bid Results

Dear Taylor,

Bids for the above project were publicly opened on August 18, 2020 at 10:00 AM. Two bids were received, reviewed, and found responsive, and Summers-Taylor was the low bidder. We hereby request TDOT's concurrence to award this project to Summers-Taylor.

Enclosed with this letter are necessary documents (Form 8-4, Form 8-5, bid tabulations, and a copy of the proposal from the low bidder). Please contact myself or our engineer, Jason Carder, if you need additional information.

Sincerely,

Larry Clark
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814
423-585-4617
lclark@mymorristown.com

Michael S. Agee
Steven A. Campbell
Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
Chad M. Thomas
Jason A. Carder



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1941-2018)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)

August 27, 2020

Joey Barnard
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814
423.585.4614
jbarnard@mymorristown.com

Re: West Andrew Johnson Highway Rehabilitation
Project, Bid Results
TDOT PIN 121752.00
Comm. No. 3238D

Dear Joey:

Bids for the above project were publicly opened on August 18, 2020 at 10:00 AM. Two bids were received, reviewed, and found responsive, and Summers-Taylor was the low bidder, in the amount of \$844,870.66. We recommend to award this project to Summers-Taylor, subject to TDOT's concurrence.

If you have any questions, please feel free to contact me.

Sincerely,
MATTERN & CRAIG

Jason Carder, P.E., RSP
Principal

JAC/nmr
Enclosures (1)