

Pre-Meeting WORK SESSION - Cancelled
January 19, 2021
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
January 19, 2021
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. January 5, 2021

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 18-21

A Resolution of the City Council of the City of Morristown, TN wishing to pursue the Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant Program (UTPG).

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance to Establish an Updated Occupational Safety and Health Program Plan, Devise Rules and Regulations, and to Provide for a Safety Director and the Implementation of such Program Plan.

{Public Hearing Date February 2, 2020}

9-c. Awarding of Bids/Contracts

1. Approval of Contract with CPS-HR Consulting for Civil Service Testing Materials.
2. Approval to Surplus Properties that were Acquired from September Tax Sale with Redemption Period of 90 Days.
3. Approval to purchase Mini-Excavator for Storm Water via State Contract #219.
4. Approval to purchase a Dodge 5500 Dump Truck for Storm Water via State Contract #209.
5. Approval to purchase a Ford F550 Crew Cab for Public Works.
6. Approval to Apply for the Firehouse Subs Public Safety Foundation Grant in the amount of \$20,060 for the purchase of sixty-eight (68) new helmets for the Fire Department; this is a 100% funded grant.

9-d. Board/Commission Appointments

1. Mayor appointment or re-appointment to the Morristown-Hamblen Housing Authority for a five-year (5) term to expire on February 15, 2026; term expiring William Blackburn.

9-e. New Issues

1. Approval to hire one (1) entry level position for the Fire Department.

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:

January 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 2, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
February 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 2, 2021	Friday		City Employee's Holiday – Good Friday
April 6, 2021	Tuesday	3:00 p.m.	Finance Committee Meeting
April 6, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 6, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 20, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 20, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION Post-Meeting Work Session January 19, 2021

1. City Attorney Report on Disposal of Surplus Property

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JANUARY 5, 2021**

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, January 5, 2021, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Tommy Pedigo, Kay Senter and Ken Smith. Absent: Bob Garrett

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

Councilmember Smith made a motion to approve the December 15, 2020 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Lieutenant John Fassler with a Proclamation upon his retirement from the City of Morristown recognizing him for 24 years of service to the City of Morristown. Police Chief Overholt presented Lieutenant Fassler with his service weapon and commended him for serving the Morristown Police Department and the citizens of the city well.

Mayor Chesney presented Detective Todd Davidson with a Proclamation upon his retirement from the City of Morristown recognizing him for his 32 years of service to the City of Morristown. Police Chief Overholt presented Detective Davidson with his service weapon and commended him for serving the Morristown Police Department and the citizens of the city well.

Mayor Chesney opened the floor for citizens comments related to Agenda items: no one spoke.

A Public Hearing was held relating to Ordinance 3665; no one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3665 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3665

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and that the rear portion of 2307 West Andrew Johnson Highway currently designated as Light Industrial; thereby, resulting in Hamblen County Tax Parcel ID# 041B B 006.00 as being rezoned as Intermediate Business in its entirety.

A Public Hearing was held relating to Ordinance 3651.03; No one from the public spoke. Councilmember Pedigo asked that the record reflect that the Market Survey Update Austin Peters performed provided a market study across the state with both private industry and local government and based on the data collected the City of Morristown is now up to the sixty-percentile level for being competitive in compensation.

Councilmember Bivens made a motion to approve Ordinance No. 3651.03 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3651.03

An Ordinance to Amend Ordinance 3651, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2020-2021 and to appropriate/reclassify funds totaling \$695,230 for the implementation of the Market Survey Update as presented by the Austin Peters Group, Inc. with a two percent cost of living adjustment added to the updated survey retroactive to July 1, 2020.

Councilmember Pedigo made a motion to approve to enter into a new contract with Verizon Wireless to provide Cellular Phone Service via Statewide Contract 811. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Hold Harmless Agreement for Training and Facility Use. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the supplement to the existing contract with LDA Engineering for the Multiple Stormwater Drainage Project in the amount of \$12,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the surplus of the service weapon assigned to Lieutenant John Fassler, Glock 9mm Model 17 serial number BAZB690 to be transferred to Lieutenant Fassler in honor of his 24 years of service to the Morristown Police Department and to surplus the service weapon assigned to Detective Todd Davidson, Glock 9mm Model 19 serial number BAVN964 to be transferred to Detective Davidson in honor of his 32 years of service to the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed the following Councilmembers to the 2021 Finance Committee: Tommy Pedigo - Chair, Al A'Hearn and Ken Smith

Councilmember Senter made a motion to reappoint Joe Molitor to the Stormwater Violations Board of the City of Morristown for a three-year term to expire January 1, 2024. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to hire Garrett Johnson as a full-time Patrol Officer for the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the appointment of Michael Besser, William Boyle and Dustin Reed as Reserve Officers for the Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

City Administrator, Anthony Cox reported on the Audit for Fiscal Year Ending June 30, 2020.

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 January 5, 2021 Morristown City Council meeting at 5:35 p.m.

Mayor

Attest:

City Administrator

RESOLUTION NO. 18-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE WISHING TO PURSUE THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) URBAN TRANSPORTATION PLANNING GRANT PROGRAM (UTPG).

WHEREAS, the City of Morristown seeks to continually develop comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

WHEREAS, the City of Morristown desires to improve the safety, security, and aesthetics of its roadways; and

WHEREAS, the Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG) is a new grant which will:

1. Assist urban jurisdictions with transportation-related solutions that strengthen multimodal cohesiveness of the transportation system.
2. Guide communities with developing potential the strategies that will support improvements in traffic flow, safety, mobility, and overall efficiency of the transportation system.
3. Provide jurisdictions with planning resources in order to achieve the community transportation and land use visions and future economic growth; and

WHEREAS, the maximum amount of the planning grant is \$200,000.00, where 90% of the consultant services will be funded by TDOT, and 10% will be funded by the local agency; and contract length of time shall not exceed 12 months; and

WHEREAS, the City of Morristown wishes to have a transportation study done on SR343/ Buffalo Trail/ N. Cumberland St/ S. Cumberland St to do:

1. Intelligent Transportation Systems (ITS) Traffic Signal Coordination along SR343.
2. A Complete Street Study of SR343/ S. Cumberland Street from US Hwy 11E/ Morris Blvd to SR160; and

WHEREAS, The City of Morristown:

1. Agrees to provide an upfront 10% local match should I become a successful grant awardee.
2. If awarded, will adopt a resolution stating intent to endorse the plan document upon completion; and

WHEREAS, the City of Morristown wishes to apply for the FY 2020-21 Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG), where state funds will pay for 90 percent of the grant and the City of Morristown will pay for the remaining ten (10) percent of the grant, and the total project costs must not exceed \$200,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee that the City of Morristown does hereby approve Resolution No. 18-21 supporting the grant application for the FY 2020-21 Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG).

ADOPTED THIS THE 19th DAY OF JANUARY 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Memorandum

To: Morristown City Council

From: Steve Neilson, AICP, Development Director

Date: January 12, 2021

Subject: TDOT Urban Transportation Planning Grant

The Morristown Community Development Services has submitted an application for the Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG). The application came out on January 4, 2021, and the application was due on Friday January 15, 2021. This is a new grant from TDOT.

The maximum amount of the grant is for \$200,000.00, which 90% will be paid by TDOT, 10% is local match (\$20,000.00). It is anticipated that this grant will cost \$200,000.00.

The project that was submitted was for the SR343/ Buffalo Trail/ N. Cumberland St/ S. Cumberland St Intelligent Transportation System (ITS) Traffic Signal Coordination and S. Cumberland St Complete Street report. A copy of the application is attached.

It should be noted that on the last page of the application (page 4) there are 2 Acknowledgements that are checked:

1. If awarded, the local agency must provide the 10% local match upfront.
2. The governing body will adopt a resolution stating intent to endorse the plan document upon completion.

Staff recommends approving the resolution/ grant application as submitted.

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

Steve Neilson
100 W 1st N St
Morristown, TN 37816-1499
sneilson@mymorristown.com

Thank you for your time and cooperation.

Program Goals

- Assist urban jurisdictions with transportation-related solutions that strengthen multimodal cohesiveness of the transportation system.
- Guide communities with developing potential the strategies that will support improvements in traffic flow, safety, mobility, and overall efficiency of the transportation system.
- Provide jurisdictions with planning resources in order to achieve the community transportation and land use visions and future economic growth.

Eligible Applicants

- Must be a TN jurisdiction (municipal or county) located within a MPO's Planning Area.
- Multiple jurisdictions will be able to apply jointly.

Key Facts

- \$200,000 is the maximum amount of planning services.
- 90% of consultant services will be funded by TDOT.
- 10% of the project cost must be a local cash match on behalf of the awarded jurisdiction.
- Length of projects shall not exceed 12 months.

Eligible Activities

- Transportation plans that include analysis to determine multimodal transportation needs to increase the accessibility, mobility, and safety of people and freight, such as active transportation plans, safety focused plans (motorized and non-motorized), urban freight studies, and community mobility plans.
- Transportation planning activities to better coordinate transportation and land-use decisions, including corridor studies and school siting/industrial-commercial siting.
- Transportation planning activities to support a Corridor Management Agreement including curbside management in more urban environments.
- Transportation plans to enhance the integration and connectivity of the transportation system, such as a Transportation Systems Management & Operations (TSMO) study, a smart mobility plan, or a transportation resilience or transportation sustainability plan.
- Transportation plans that address parking management and Transportation Demand Management (TDM) strategies that support the use of transit, reduce private automobile demand, or promote alternative and/or shared modes, including transit-oriented development plans, urban area parking studies, and park-n-ride investment plans.
- Other innovative transportation-related planning projects and activities that are consistent with both the MPO's Metropolitan Transportation Plan and the State of Tennessee's transportation goals.

Please provide the following information below. Limit your application to no more than 4 pages.

Applying Jurisdiction (if filing jointly, please include all parties):

City of Morristown, TN

MPO / TPO Location:

Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)

Identified Transportation Needs (Double click to open dialog box and select "Checked" for all that apply):

- ☒ **Accessibility** (e.g., access to local or regional services and facilities)
- ☒ **Economic Development** (e.g., supporting economic growth, commerce, tourism, revitalization)
- ☒ **Safety** (i.e., address safety concerns)
- ☐ **Community Support** (i.e., studies to help increase awareness or advance transportation policy)
- ☐ **Mobility** (e.g., smart mobility plans, TSM&O, parking management, etc.)

Plan Overview (include plan objectives and provide and provide any useful background information that supports the identified transportation need(s). Also, describe how you will use this plan once finalized):

SR343 ITS Traffic Signal Coordination and Complete Streets Project

Starting point is the N Liberty Hill Intersection to the north. The terminus point is the SR160 intersection to the south.

The total length of this project is approximately 3.70 miles.

Part 1. ITS Traffic Signal Coordination Project

There are thirteen (13) traffic signal intersections on SR343/ Buffalo Trail/ N Cumberland St/ S Cumberland St from the N Liberty Hill Rd intersection to the north to the Lincoln Avenue intersection to the south. Currently, most of these signals work independently of one another, and a majority of the traffic signal equipment is old and out of date. Also, several signals are on wires, and the City of Morristown would like to replace with mast arms. Several intersections have sidewalks, but will need to be upgraded to meet ADA standards, with pedestrian head crossing signals (8 ped-head crossing signals). A Systems Engineering Analysis (SEA) report is needed in order to implement the traffic signal coordination project.

Part 2. Complete Street segment of SR343/ S Cumberland St from US Hwy 11E/ E/ W Morris Blvd to SR160

The distance is approximately 1.60 miles in length with 17 intersections (4 of which are signalized). The existing corridor is a 4 or 5-lane undivided highway, with approximately 1 mile of the roadway does not have any sidewalks. This is an issue as S. Cumberland Street/ Lincoln Avenue intersection is within 500 feet of the nearest entrance to Lincoln Elementary and Middle Schools, thus no real safe walking areas for students to travel on.

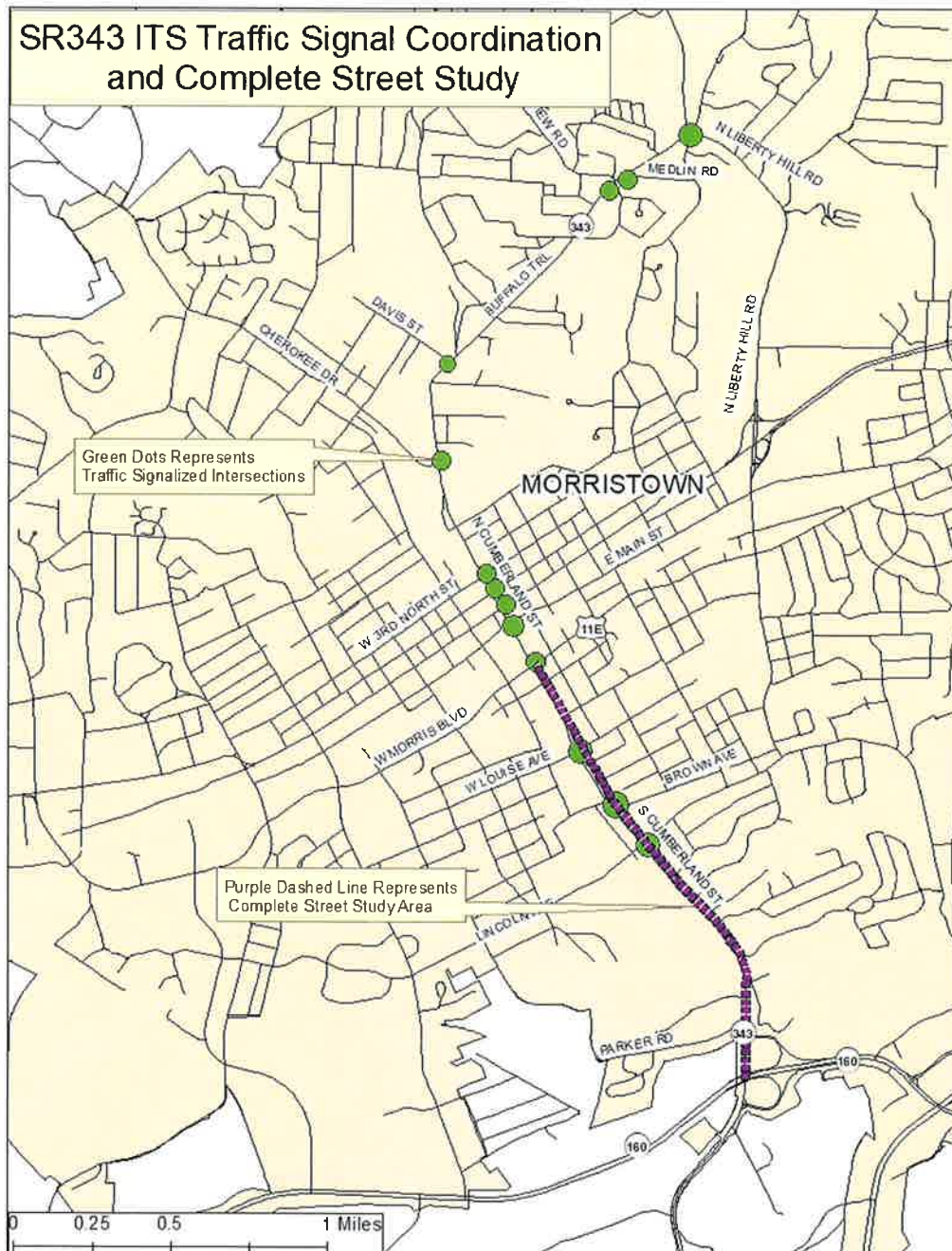
It should be noted a previous corridor study was done in 2008, thus needs to be updated. The rationale for this study are:

- a. Improve the safety for all transportation modes;
- b. Make it more pedestrian and/or bicycle friendly;
- c. SR343 is a gateway into downtown Morristown, thus to enhance the aesthetics of the streetscape;
- d. Improvements to various intersections, if needed
- e. The northern section of SR343, from Cherokee Lake and US25E to E/ W Morris Blvd, is predominantly a 2 to 3 lane roadway. By narrowing down the S Cumberland St roadway from US Hwy 11E/ Morris Blvd to SR160 to a 3-lane roadway, it would be consistent with the northern end of SR343, and would also provide better, and safer, transportation by adding and/or improving sidewalks and/or bike lanes throughout this section of the corridor.

Once the plan is finalized, The City of Morristown will work with TDOT in implementing the work outlined in the report. The project may be broken down into phases in order to maintain financial constraint. The SR343 ITS traffic signal coordination and the complete street projects are in the current long range transportation plan (LRTP), and will be in the 2045 MTP.

Map of Study Area (highlight significant roadways and other important features):

[click on the icon below to insert map. Resize image if necessary]



Applicant Contact Information:

Steve Neilson
Development Director
Phone 423-581-0100
sneilson@mymorristown.com

Michele Parvin
Accountant-Grants Coordinator
City of Morristown
100 W 1st North St
Morristown, TN. 37814
423-585-4610
mparvin@mymorristown.com

Acknowledgements (Double click to open dialog box and select "Checked"):

- ☒ I agree to provide an upfront 10% local match should I become a successful grant awardee.
- ☒ If awarded, I agree my governing body will adopt a resolution stating intent to endorse the plan document upon completion.

Application is due January 15, 2021

Send completed application to:
TDOT.LongRangePlan@tn.gov

Don't forget to attach this application!



Morristown City Council Agenda Item Summary

Date: 01-19-21

Agenda Item:

Prepared by: Larry Clark

Subject: TOSHA Safety Plan

Background / History: TOSHA requires an Employee Safety Plan to be on file for employers. These are to be updated every 7 years. Morristown Utilities is included so they will be classified as a government entity instead of private.

Findings / Current Activity: Our current plan needs to be updated for compliance.

Financial Impact: None

Action options / Recommendations: Approval of ordinance

Attachments: Employee Safety Plan

ORDINANCE NUMBER _____

ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN.

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Morristown hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE City of Morristown, that there be and is hereby amended as follows:

TITLE:

This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of City of Morristown.

PURPOSE:

The City of Morristown in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate,

regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of City of Morristown shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of Morristown are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this ordinance, Assistant City Administrator/Safety Director is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by the City of Morristown.

SEVERABILITY:

SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Morristown requiring it.

Passed on first reading the 19th day of January 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 2nd day of February 2021.

Mayor

ATTEST:

City Administrator

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF (City/County/etc) _____

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of City of Morristown.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The City of Morristown in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of Morristown and includes each administrative department, board, commission, division, or other agency of the City of Morristown.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of City of Morristown.

- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as “volunteers” provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical

agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.

- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause

- to be made any inspections required by complaints submitted by employees or inspections requested by employees.
7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality, insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer:
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce

Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.

- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be

taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.

- iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Ordinance, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 - 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 - 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.

g. Advance Notice of Inspections.

1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.

5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the

- employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS

City of Morristown Work Locations

City of Morristown
City Center
100 West First North St.
Morristown, TN 37814
423-581-0100

7 employees

Morristown Police Department 94 employees
City Center
100 West First North St.
Morristown, TN 37814
423-585-4684

Morristown Fire Department
Administrative Offices 8 employees
625 S. Jackson St.
Morristown, TN 37813
423-585-4651

Fire Station #1
12 employees
625 S. Jackson St.
Morristown, TN 37813
423-585-4651

25 employees

Fire Station #2

1801 Buffalo Trail
Morristown, TN 37813
423-585-4652

Fire Station #3
employees
3205 E. Andrew Johnson Hwy.
Morristown, TN 37813
423-585-4653

10 employees

Fire Station #4 11
337 Central Church Rd.
Morristown, TN 37814
423-585-4654

Fire Station #5
9 employees
5700 Airpark Blvd.
Morristown, TN 37814
423-585-4655

11 employees

Fire Station #6

5020 S. Davy Crockett Pkwy.
Morristown, TN 37813
423-307-1886

Morristown Parks & Recreation Office
Parks & Recreation
General Maintenance
415 W. Louise Ave.
Morristown, TN 37813
423-586-0260

7 employees

5 employees

Frank Lorino Park 4 employees Wayne Hansard Park 1

employee

3100 Lorino Park Rd

5100 Dearing Rd

Public Works Office
Building B, C, D, & E
4360 Durham Landing
Morristown, TN 37813
PH (423) 585-4658

41 employees

Equipment Shop 22 employees
Building A
4360 Durham Landing
Morristown, TN 37813
PH (423) 585-4658

Total Number of Employees.....267

Morristown Utilities Commission – Departments & Locations

Morristown Utilities Commission
Main Office 58 employees
433 West 1st North St.
Morristown, TN 37814
423-586-4121

Electric Department 33 employees
Engineering
919 Jarnigan Avenue
Morristown, TN 37814
423-317-6250

Water Department 20 employees
Operations
919 Jarnigan Avenue
Morristown, TN 37813
423-317-6318

FiberNet Department 20 employees
919 Jarnigan Avenue
Morristown, TN 37814
423-317-8845

Filter Plant 11 employees
1833 Walters Drive
Morristown, TN 37813
423-317-6300

Warehouse 7 employees
915 Jarnigan Avenue
Morristown, TN
423-317-6282

Waste Water Plant 7 employees
1722 Tyler Road
Morristown, TN
423-317-6333

Total Number of Employees.....156

Grand Total423

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF CITY OF MORRISTOWN

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or City Administrator.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before Assistant City Administrator/Safety Director for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of City of Morristown is available for inspection by any employee at City Hall/Public Works during regular office hours.

Signature: (City/County) MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

(Either answer questions 1-11 **or** fill in the statement below)

1. Prorated portion of wages, salaries, etc., for program administration and support.
2. Office space and office supplies.
3. Safety and health educational materials and support for education and training.
4. Safety devices for personnel safety and health.
5. Equipment modifications.
6. Equipment additions (facilities)
7. Protective clothing and equipment (personnel)
8. Safety and health instruments
9. Funding for projects to correct hazardous conditions.
10. Reserve fund for the Program Plan.
11. Contingencies and miscellaneous,

TOTAL ESTIMATED PROGRAM PLAN FUNDING,
ESTIMATE OF TOTAL BUDGET FOR:

OR Use This Statement:

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that City of Morristown has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the

accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

- A. Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

- C. Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

- D. Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

(a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

(b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.

(c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. **Ordering Testing Materials and Scheduling of Examinations.**

(a) **Test Rental Division:**

(i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

(ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

(b) **On-line Testing:**

(i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

(ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. After the test date.

(a) Test Rental Division:

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. Answer Sheets.

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.

I. Legal Proceedings Involving Test Materials.

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

- 1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be

considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. **Termination Without Cause.** CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. **Return of Test Materials.** Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
 - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
 - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in

that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority**

Client

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

By: _____
Authorized Signature (Head of Agency)

Name: _____

Title: _____

Email: _____

Date: _____

Exhibit A

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title		
Agency		
Street Address, City, State, Zip		
E-Mail	Phone Number	Fax Number

III. Physical Address

Agency / Department Name
Street Address, City, State, Zip

Exhibit B
CPS HR Test Rental Division Rates
Effective January 2020 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	\$295.00	\$595.00	\$995.00	\$350.00
1-100 Candidates (per candidate)	\$9.00	\$14.00	\$15.00	\$10.00
101-500 Candidates (per candidate)	\$8.50	\$13.00	\$14.00	\$9.50
501+ Candidates (per candidate)	\$8.00	\$12.00	\$13.00	\$9.00
New Item Writing/Entry	N/A	N/A	\$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	Online Practice Test
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee	N/A	\$595.00	\$350.00	\$995.00
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A

* The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

* All exams must be administered in a proctored environment

Exhibit C
CPS HR Special Services
Effective January 2020 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	Candidate Price
Administrative Set Up Fee (per order)		\$75.00
1 hour test (per candidate)	\$22.50	\$25.50
1 – 2 hour test (per candidate)	\$30.00	\$33.00
2 – 3 hour test (per candidate)	\$38.75	\$41.75
Over 3 hour test (per candidate)	\$47.50	\$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	\$12.00	\$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	\$8.00	\$8.00

SPECIAL SERVICES	
Cover Change – Stock Exams Only	\$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	\$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	\$25.00 per order (online review copies are provided at no charge)
Scoring Keys	\$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120 per candidate (Professional Scoring Included)
Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	\$595.00 Base Fee + \$15.00 per candidate
Supplemental Orders	\$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130 an hour Technician Time \$ 75 an hour

Exhibit D

CPS HR On-line Skills Test Pricing Schedule Effective January 2020 - Subject to Change

ONLINE SKILLS TEST			
	Single-Subject Test	Two-Subject Test	Each Additional Subject
1 - 25 Candidates (per candidate)	\$20.00	\$30.00	\$6.00
26 - 100 Candidates (per candidate)	\$18.00	\$27.00	\$6.00
101 - 250 Candidates (per candidate)	\$17.00	\$25.50	\$6.00
251 - 1,000 Candidates (per candidate)	\$15.00	\$22.50	\$6.00
1,001+ Candidates (per candidate)	\$12.00	\$18.00	\$6.00

SOFTWARE SKILLS		
Access	Excel	Word
Expert	Expert	Expert
Advanced	Advanced	Advanced
Intermediate	Intermediate	Intermediate
Beginner	Beginner	Beginner
Standard*	Standard*	Standard*
	Excel Simulation**	Word Simulation**
PowerPoint	Outlook	Windows
Expert	Expert	Windows 8
Advanced	Advanced	Windows 7
Intermediate	Intermediate	Windows Vista
Beginner	Beginner	
Standard*	Standard*	
PowerPoint Simulation**	Outlook Simulation**	

*Standard exam contains items from Advanced, Intermediate and Beginner

** Simulation exam contains items from Expert, Advanced, Intermediate and Beginner

Other Exams		
Basic Computer Knowledge for Windows	SharePoint	Regular Typing Skills
Excel Functions	Email Etiquette	Internet Explorer 8 or 10
Publisher	Web Search Skills	

Contact us for a full list of available exams

Exhibit E

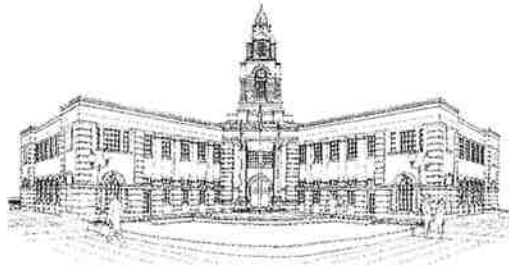
CPS HR On-line Personality Test Pricing Schedule Effective January 2020 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$50
Potential Report	\$150
Challenge Report	\$150
Values Report	\$150
Leader Basis	\$200
Leadership Forecast (includes Potential, Challenge and Values reports)	\$400
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us



Morristown City Council Agenda Item Summary

Date: January 19, 2021

Agenda Item: Surplus Properties

Prepared by: Joey Barnard/Lauren Carroll

Subject: Approval to declare properties purchased at tax sale as surplus

Background/History: The City of Morristown purchased several properties at the September 29, 2020 tax sale. The redemption period on a number of these properties has now expired, therefore the parcels are vested in the City's name and are eligible to be sold. The parcels need to be declared surplus property before they can be disposed of.

Financial Impact: It is the goal to solicit offers on and acquire the maximum dollar amount in the most efficient manner for these properties after they have been declared surplus.

Action options/Recommendations: The City of Morristown administration and counsel are seeking approval to declare the attached parcels of property as surplus and to publish these parcels in the Citizen Tribune and on the City's website to solicit offers for purchase.

Attachments: Tax Property Surplus List.

City of Morristown Purchased Tax Sale Properties Surplus Property List (90 day redemption)

Property Address	Map, Group, Parcel	
805 Crescent Street	42A-G-18.00	
1011 Truman Street	34A-B-14.00	
345 Jarnigan Avenue	41F-A-21.00	
727 Rosedale Avenue	41D-F-6.00	
1205 W. 5th North Street	33N-F-2.00	
530 S. Fairmont Avenue	41E-A-12.00	
915 Forgey Avenue	34O-C-8.00	
1401 Taft Street	25H-A-60.00	
1331 Taft Street	25H-A-64.00	
430 W. Charles Street	42A-E-20.00	
2032 Shields Ferry Road	24L-G-2.00	
436 S. Henry Street	34P-A-12.00	
Kyle Street	33E-A-13.00	
1214 Buffalo Trail	33D-K-6.00	
752 Lennie Avenue	41D-J-17.00	



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 # **21001432-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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STOWERS MACHINERY CORPORATION
P O BOX 14802

KNOXVILLE, TN 37914

**S
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T
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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
			21001608	MICHAEL POTEET	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
01/11/21	015200				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	80892.61000	80,892.61
			EACH		
	CAT 305 E2 MINI EXCAVATOR				
	VIA STATEWIDE CONTRACT # 219				
	OPTIONS TO INCLUDE THE FOLLOWING:				
	HYDRAULIC THUMB/MANUAL COUPLER				
	PACKAGE				
	24" BUCKET W/ PINS				
	18" BUCKET W/ PINS				
	36" BUCKET W/ PINS				
	TAG 42" TILT DITCH CLEANING BUCKET				
	CAT HAMMER				
	CAT AUGER & 12" BIT				
	CAT 60 MONTH/3000 PREMIER WARRANTY				
	43293-960		80,892.61		
				PO Total	80,892.61

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Stowers Machinery Corp
PO Box 14802
Knoxville, TN 37914-1802

VendorID:0000000916

Contract Number: 0000000000000000000050614

Title: SWC 219 Highway Maintenance Equipment

Start Date: July 01,2016

End Date: May 28, 2021

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

Awarded Regions 1and 2

Purchases by Local Government and Authorized Non-Profit Agencies (SWC)- TSOO

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and 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 Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 6151741-2026
Fax: 615-741-0684

Line Information

Line 1

Item ID:

1000172843 Sweepers Truck Mounted, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Laymor

Unit Price:

11% Off Catalog

Line 2

Item ID:

1000172844 Sweepers Self Propelled, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Laymor

Unit Price:

11% Off Catalog

Line3

Item ID:

1000172845 Pavers Track, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Weiler, Mauldin (Mauldin Awarded Regions 1, 2, 3, 4)

Unit Price:

Caterpillar 29.5% Off Catalog, 10% Off Options

Weiler 14% Off Catalog

Mauldin 7% Off Catalog, 5% Off Options

Line4

Item ID:

1000172846 Pavers Rubber Tire, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Weiler

Unit Price:

Caterpillar 29.5% Off Catalog, 10% Off Options

Weiler 14% Off Catalog

Line 5

Item ID:

1000172847 Rollers Steel Wheel, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Weiler, Mauldin (Mauldin Awarded Regions 1, 2, 3, 4)

Unit Price:

Caterpillar 29% Off Catalog,

Weiler 13% Off Catalog

Mauldin 7% Off Catalog, 5% Off Options

Line 6

Item ID:

1000172848 Excavator Boom Truck, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar

Unit Price:

23% Off Catalog, 10% Options

Line 7

Item ID:

1000172849 Excavator Mini, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacture: Caterpillar

Unit Price:

35% Off Catalog, 10% off Options

Line 8

Item ID:

1000172850 Excavator, Compact, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar

Unit Price:

33% Off Catalog, 10% Off Options

Line 9

Item ID:

1000172851 Skid Loader Wheel, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar

Unit Price:

34.5% Off Catalog, 10% Off Options

Line 10

Item ID:

1000172852 Skid Loader Track, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar

Unit Price:

34.5% OffCatalog, 10% Off Options

Line 11

Item ID:

1000172853 Mounted Planer, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar

Unit Price:

30% Off Catalog, Option not installed; sold at list

Line 12

Item ID:

1000172854 Skid Loader Forestry Mulcher Package, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Bandit

Unit Price:

Caterpillar 30% Off Catalog, Option not installed; sold at list
Bandit 12% Off Catalog

Line 13

Item ID:

1000172855 Mutchers Self Propelled, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Bandit

Unit Price:

Bandit 12% Off Catalog

Line 14-

ItemID:

1000172856 Mutchers Tractor Mounted, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Caterpillar, Bandit

Unit Price:

Bandit 12 % Off Catalog

APPROVED: _____ BY: _____

CHIEF PROCUREMENT OFFICER

PURCHASING

DATE



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2021

Page 1

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

Purchase
Order #

21001435-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	21001635	MICHAEL POTEET	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
01/13/21	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00	66510.08000	66,510.08
	2021 DODGE 5500 DIESEL 6.7 L I6 CUMMINS TURBO DIESEL ENGINE, COLOR: WHITE		EACH		
	TO INCLUDE THE FOLLOWING OPTIONS: TRADESMAN LEVEL 1, POWER & REMOTE ENTRY 225/70R ALL TRACTION TIRES HEAVY DUTY SNOW PLOW PREP GROUP COLD WEATHER GROUP POWER TAKE OFF PREP BLACK SIDE STEPS FULL SIZE SPARE TIRE TRAILER BRAKE CONTROL PARKVIEW REAR BACK-UP CAMERA KNAPHEIDE DUMP BODY KNAPHEIDE CAB PROTECTOR BACK UP ALARM/BODY (2) UNDERBODY BOX T-HANDLE PTO PUMP HYDRAULIC (6) GALLONS HYDRAULIC OIL HOSE & FITTING ICC BUMPER W/2" RECEIVER, 7-PIN TRAILER SOCKET MUDEFLAPS				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2021

Page 2

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

Purchase
Order #

21001435-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 21001635		Delivery Reference/Contact MICHAEL POTEET			
Date Ordered 01/13/21		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
	SHOP & PAINT LABOR 43293-971				66,510.08				
						PO Total		66,510.08	

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



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

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc.
106 S James Campbell Blvd
Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 0000000000000000000064423

Title: SWC# 209 - Vehicles

Start Date : October 03, 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: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000187720
Light Trucks, CDJR(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: 1000187993
Sedans Fiat, 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: 2019.10.03 07:58:43 -05'00'

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO, ou=CPO,
email=michael.neely@tn.gov, c=US
Date: 2019.10.03 06:11:06 -05'00'

PURCHASING AGENT

DATE



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21001428-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF G MURFREESBORO INC
1422 NW BROAD STREET

MURFREESBORO, TN 37129

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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
931-703-6081			21001610	MICHAEL POTEET	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
01/11/21	006830				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	38639.00000	38,639.00
002	2021 FORD F-550 CREW CAB 4WD 7.3 LITER V-8 GAS W/ 10 TRANSMISSION PURCHASE VIA STATEWIDE CONTRACT # 209 FOR PATCH CREW COLOR: OXFORD WHITE INTERIOR: MEDIUM EARTH GRAY VINYL 43293-971		1.00 EACH	3774.00000	3,774.00
003	OPTIONS TO INCLUDE THE FOLLOWING: LIMITED SLIP W/ 4.88 AXLE RADIO SPARE TIRE, WHEEL & JACK POWER EQUIPMENT GROUP PLOW PREP PACKAGE 397 AMP ALTERNATOR TRANSFER CASE SKID PLATES TRAILER BRAKE CONTROLLER PLATFORM RUNNING BOARDS UPFITTER INTERFACE MODULE 110V/400W OUTLET EXTERIOR BACKUP ALARM STEERING WHEEL-MOUNTED CRUISE CONTROL 43293-971		1.00 EACH	13250.00000	13,250.00

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2021

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**21001428-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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r**TT OF G MURFREESBORO INC
1422 NW BROAD STREET

MURFREESBORO, TN 37129

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o**CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
931-703-6081			21001610	MICHAEL POTEET	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
01/11/21	006830				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
	11 FT KNAPHEIDE SERVICE BODY W/ FRONT & REAR STOBES, POOCH REAR BUMBER, SLAM LOCK DOORS, RECEIVER HITCH W/ TRAILER PLUG 43293-971		13,250.00		
				PO Total	55,663.00

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

Incorporated 1855



FINANCE OFFICE

Memorandum

To: City Council

From: Joey Barnard, Assistant City Administrator

Date: January 12, 2021

RE: Firehouse Subs Public Safety Foundation Grant

The City of Morristown is requesting approval to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of \$20,060.00. This grant is available to local public safety organizations by providing lifesaving equipment and needed resources. This grant is 100% funded. The grant funds requested would be used for the purchase of 68 new helmets within the fire department.

Memo

TO: Mayor Gary Chesney
City Council

FROM: Clark Taylor

DATE: January 19, 2021

RE: Request to Hire at Entry Level Position

I am requesting Council's appointment, from qualified candidates, to fill a vacancy at the following rank:

- Entry Level Firefighter

This appointment is necessary due to a recent promotion to Fire Lieutenant and subsequent promotion to Fire Engineer/Driver, leaving a vacancy at a Firefighter position.

This position will come from the current Civil Service Entry Level Roster (see attached).

I am prepared to make a recommendation at this position.

Thank you

FIRE DEPARTMENT ENTRY LEVEL ROSTER

Revised on November 19, 2020 to Reflect Recent Testing, **Hiring** and/or
Corrections

RANK AND NAME		EXPIRES
1	Nathan Dressel	11/30/2021
2	Christian Farr	11/30/2021
3	Joshua Schaff	11/30/2021
4	Erick Simonds	11/30/2021
5	Dawson Martin	11/30/2021
6	Joshua Rodriguez	11/30/2021
7	Austin Greenlee	11/30/2021
8	Nie Garrett	11/30/2021
9	Deanna Wilhen	11/30/2021
10	Jacob Trent	11/30/2021
11	Austin Tomlinson	11/30/2021
12	Austin Nichols	11/30/2021
13	Braden Lakins	11/30/2021