

Pre-Meeting WORK SESSION - Cancelled
August 16, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
August 16, 2022
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Benny Jones, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 2, 2022

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 4713.01

An Ordinance to amend Ordinance Number 4713, The City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to appropriate additional funds in the amount \$350,000 to allow for the purchase of additional land in relation to the needed expansion of the Hamblen County-Morristown Solid Waste Landfill and an additional \$80,000 for a SCBA Fill Station at Station 1, replacing a compressor that is over 20 years old.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-18
A Resolution of the City of Morristown, Tennessee, Amending “Section IV Employment – 5. Residency” of the City of Morristown Employee Handbook.
2. Resolution No. 2022-19
A Resolution of The City of Morristown, Tennessee Approving the Civil Service Board’s Amendments to its Public Safety Qualifications and Standards for Entry Level Green Books. (Residency Requirements)
3. Resolution No. 2022-20
A Resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners James L. Richardson “Driver Training” Matching Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032034 02200 (Thompson Creek Road) from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District).
{Public Hearing Date September 6, 2022}
2. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 (Sherwood Drive) from LB (Local Business District) to R2 (Medium Density Residential District).
{Public Hearing Date September 6, 2022}
3. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control) of The Morristown Municipal Code Chapter 2, Definitions, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) – Open Spaces. **{Public Hearing Date September 6, 2022}**

9-c. Awarding of Bids/Contracts

1. Acknowledge Purchase Order 23000440 to purchase seven (7) Police Department vehicles under state contract #209, as budgeted.

2. Authorize purchase of one (1) T870 Bobcat and one (1) Bobcat Drum Mulcher under State Contract #225, as budgeted.
3. Approval of purchase of Plastic Recycle and Refuse Containers from Rehrig Pacific Company.
4. Approve the procurement of Voice Over Internet Protocol (VOIP) services and telephone equipment through Morristown Utilities.
5. Approve of the City's sponsorship of a concert to be planned and promoted by the Citizen Tribune for October 1, 2022 at Fulton-Hill Park.
6. Approval to accept the recommendation from Mattern & Craig Engineers and award the best and lowest bid to Stansell Electric Company, INC in the amount of \$305,723.41 for the Traffic Signal at E. Morris Boulevard and Thompson Creek Road and allow Tony Cox, City Administrator to enter into contract.
7. Acceptance of the U.S. Tennessee Association (USTA) Southern Parks and Recreation Grant award in the amount of \$2,000.
8. Acceptance of the FY2023 Airport Maintenance Grant Contract between the City of Morristown and Tennessee Department of Transportation (TDOT) in an amount of \$15,000; this is a 5% local match grant.
9. Approval of Task order with Mattern & Craig to provide General Engineering Services in an amount not to exceed \$20,000.
10. Approval of Agreement for School Resource Officers between the City of Morristown and the Hamblen County Board of Education.

9-d. Board/Commission Appointments

1. Mayor nomination and City Council approval of appointment or re-appointment to the Morristown Tree Board for a three (3) year term to expire on September 18, 2025; term expiring Dr. Nicole-Caldwell Hampton.

9-e. New Issues

1. Approval of hiring Entry Level Police Officers for the Morristown Police 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

WORK SESSION

August 16, 2022

1. East Main Street Redevelopment
2. Street Rejuvenation

City Council Meeting/Holiday Schedule.

August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review - Cancelled
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 19, 2022	Friday	9:00 a.m.	City Council Work Session – P.W. Facility 4360 Durham Landing
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2022	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN**

August 2, 2022

5:00 p.m.

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

Reverend Mark Campbell, Chaplain Morristown Police Department led in the invocation

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

Councilmember A'Hearn made a motion to approve the July 19, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

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

Councilmember Smith made a motion to approve Resolution No. 2022-17. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-17 - Plan of Services

Resolution adopting a Plan of Services for the Annexation of Property identified as Hamblen County Parcel ID # 032024 13002 and currently addressed as 794 Noes Chapel Road.

Councilmember A'Hearn made a motion to approve Ordinance No. 4716 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4716

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property identified as Hamblen County Parcel ID # 032024 13002 and currently addressed as 794 Noes Chapel with the Zoning Designation of High-Density Residential District, R3.

Councilmember Senter made a motion to approve Ordinance No. 4717 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4717

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown - Located along West Donaldson Drive in Lea Hills Subdivision #2.

Councilmember Senter made a motion to approve Ordinance No. 4718 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4718

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 034J A 011.00 and 034J A 012.00, from LI (Light Industrial) to R-2 (Medium Density Residential), (1020 and 1026 E. Main Street).

Councilmember A'Hearn made a motion to approve Ordinance No. 4713.01 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2022. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4713.01

An Ordinance to amend Ordinance Number 4713, The City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023 necessary to appropriate additional funds in the amount \$350,000 to allow for the purchase of additional land in relation to the needed expansion of the Hamblen County-Morristown Solid Waste Landfill and an additional \$80,000 for a SCBA Fill Station at Station 1, replacing a compressor that is over 20 years old.

Councilmember Smith made a motion to approve the purchase of traffic intersection radar detection equipment from Wavetronix as a sole source provider in the amount of \$174,580. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of eight (8) SCBAs and Cylinders for the Fire Department – via cooperative purchase in the amount of \$37,396. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of turnout gear for the Fire Department from Municipal Emergency Services – 5 Turnout Coats & 5 Turnout Pants – via cooperative purchase in the amount of \$15,370. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve G&W / EVS Mid-South quote for repairs on Fire Truck Engine #454 in an estimated amount \$17,539.77. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve of G&W / EVS Mid-South quote for repairs on Fire Truck Engine #455 in an estimated amount \$18,264.77. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to acknowledge receipt of bids for the Landing Facility Branding and signage package, accept the bid from Morristown Signs as the best bid, and authorize the City Administrator to establish contracts for the same. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the agreement with Open Meetings Technologies for voting system upgrade, licensing, and support in the amount of \$5,250. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to reappoint Joe Gibson to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2027. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

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

Mayor Gary Chesney adjourned the August 2, 2022, Morristown City Council meeting at 5:36 p.m.

Mayor

Attest:

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 4713.01

TO AMEND ORDINANCE NUMBER 4713, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 NECESSARY TO APPROPRIATE ADDITIONAL FUNDS IN THE AMOUNT \$350,000 TO ALLOW FOR THE PURCHASE OF ADDITIONAL LAND IN RELATION TO THE NEEDED EXPANSION OF THE HAMBLLEN COUNTY-MORRISTOWN SOLID WASTE LANDFILL AND AN ADDITIONAL \$80,000 FOR A SCBA FILL STATION AT STATION 1, REPLACING A COMPRESSOR THAT IS OVER 20 YEARS OLD.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4713 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2022-2023 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Public Works - Brush & Bulk	43160.910	Land			\$ 350,000	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 350,000		
General (#110)	Fire Department - Firefighting	42240.960	Machinery & Equipment			\$ 80,000	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 80,000		
			Totals	\$ -	\$ 430,000	\$ 430,000	\$ -

PASSED ON FIRST READING THIS 2nd DAY OF AUGUST 2022

ATTEST:

Mayor Signature

City Administrator Signature

PASSED ON SECOND READING THIS 16th DAY OF AUGUST 2022

ATTEST:

Mayor Signature

City Administrator Signature



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Adopt Resolution No. 2022-18 amending the Employee Handbook in an effort to maintain compliance with the most recent amendment to Tennessee Code Annotated 8-50-107 relative to residency requirements.

Prepared By: Andrew Ellard

Subject: Amend Employee Handbook to strike residency requirements

Background: The Tennessee legislature amended TCA 8-50-107 in 2022 in a way that prohibits residency requirements as a condition of hire.

Findings/Current Activity:

The Employee Handbook includes a 40-mile radius requirement for Civil Service personnel, which is now made problematic by the new legislation. The recommended amendment will remove the residency requirement.

Financial Impact:

None

Action options/Recommendations:

Staff recommends adoption of the proposed amendment.

Attachment: Resolution No. 2022-18

RESOLUTION NO. 2022-18

**BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE,
AMENDING “SECTION IV. EMPLOYMENT – 5. RESIDENCY” OF THE CITY OF
MORRISTOWN EMPLOYEE HANDBOOK.**

BE IT RESOLVED by the City Council for the City of Morristown, Tennessee that
“Section IV. Employment – 5. Residency” of the City Employee Handbook be amended as
follows:

IV. EMPLOYMENT

5. RESIDENCY

- A. Employees of the City of Morristown may reside within a reasonable driving distance from their assigned work location. The length of their daily commute should not interfere with the standards of being to work on time for all work assignments.
- B. While Civil Service personnel is not subject to specific residency requirements, the Police Chief and/or Fire Chief may establish internal policies including reasonable response time requirements for Civil Service personnel to be eligible to serve in certain roles or on certain special assignment units.

Passed this 16th day of August 2022.

Mayor

ATTEST:

City Administrator, Anthony Cox



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Adopt Resolution No. 2022-19 amending the Public Safety Qualifications and Standards for Entry-Level (Civil Service Green Book) in an effort to maintain compliance with the most recent amendment to Tennessee Code Annotated 8-50-107 relative to residency requirements.

Prepared By: Andrew Ellard

Subject: Amend Civil Service Green Book to strike residency requirements

Background: The Tennessee legislature amended TCA 8-50-107 in 2022 in a way that prohibits residency requirements as a condition of hire.

Findings/Current Activity:

The Civil Service Green Book, which covers qualifications for entry-level civil service personnel includes reference to permanent residency requirements and Tennessee driver's license, which can be construed to require TN residency. These qualifications are now made problematic by the new legislation. The recommended amendment will remove the residency requirement.

Financial Impact:

None

Action options/Recommendations:

Staff recommends adoption of the proposed amendment.

Attachment: Resolution No. 2022-19

RESOLUTION NO. 2022-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TN
APPROVING THE CIVIL SERVICE BOARD'S AMENDMENTS TO ITS PUBLIC
SAFETY QUALIFICATIONS AND STANDARDS FOR ENTRY LEVEL GREEN BOOK.**

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

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

WHEREAS, at its' August 9, 2022 meeting the Civil Service Board unanimously approved the recommended amendments to the Green Book.

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

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

- I. Remove existing language from Section D. - The Hiring Process
 4. Permanent residency in accordance with City policy within 180 days of hiring.
 5. Tennessee Driver's License within thirty (30) days of hiring.

Replace with the following:

4. Valid Driver's License

SECTION 2: This resolution shall become effective upon passage, the public welfare requiring it.

Passed on this 16th day of August 2022.

Mayor

Attest:

City Administrator

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AUTHORIZING THE CITY OF MORRISTOWN TO
PARTICIPATE IN PUBLIC ENTITY PARTNERS JAMES L.
RICHARDSON “DRIVER TRAINING” MATCHING GRANT
PROGRAM.**

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *“Driver Training” Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a *“Driver Training” Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 16th day of August 2022.

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



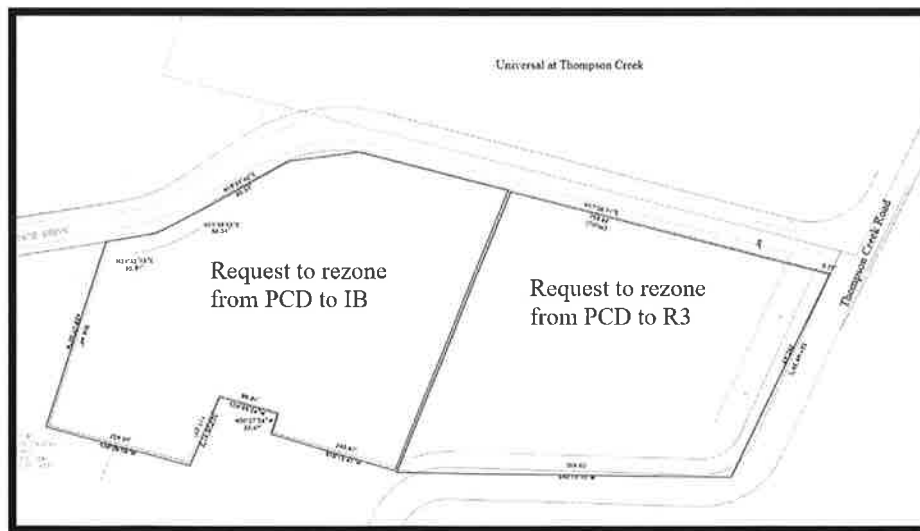
TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: August 9th, 2022
SUBJECT: Rezoning Request from PCD to R3 & IB

BACKGROUND:

Staff has received a request to rezone a portion of property located on Thompson Creek Road from Planned Commercial District (PCD) to High Density Residential District (R3) and Intermediate Business (IB). The applicant is requesting 4.9 acres be rezoned R3 and 5.58 acres be rezoned IB.

Based on a concept plan provided by the applicant, the R3 portion will be utilized for the second phase of the Universal at Thompson Creek multifamily development consisting of 80 units that are a mixture of one-, two-, and three-bedrooms. The IB portion will be utilized for a self-storage facility that are a mixture of climate and non-climate controlled units.

The property to the north contains the first phase of The Universal at Thompson Creek consisting of 300 multifamily units and zoned R3, the property to the east and south are zoned PCD, and the properties to the west are zoned Intermediate Business containing commercial developments.



RECOMMENDATION:

The rezoning request from PCD to R3 and IB is compatible with intensity of the surrounding land uses and zoning districts. Thus, staff recommends approval of this rezoning request and Planning Commission voted in support of this request at their August monthly meeting.

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

*{Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032034 02200 from PCD
(Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate
Business District), the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be
and the same hereby is amended so as to provide that the following described real estate be rezoned from PCD
(Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business
District):

*Being 5.58 acres to be rezoned from PCD to IB and being 4.9 acres to be rezoned from PCD to R3 of
Parcel 022.00 of Hamblen County Tax Map 034 as shown in the attached exhibit A.*

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed
so as to effect the amendment as herein provided, to the extent that the area herein above described shall be
permitted to be used for High Density Residential District (R3) and Intermediate Business District (IB) uses
exclusively.

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

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

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

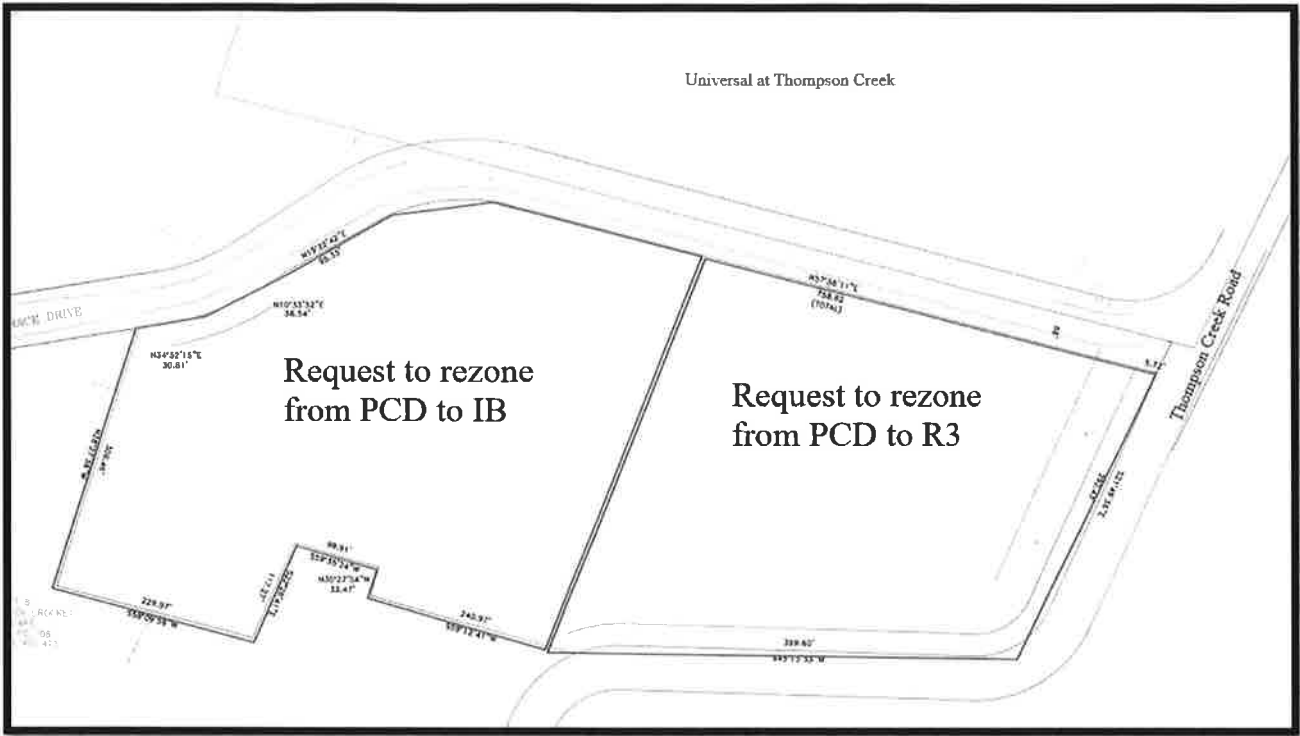
Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:





Phase II Multi-Family Community & Self-Storage Facility Morristown, TN



MITCH COX
COMPANIES



Development Information

- **Universal at Thompson Creek Phase II – Townhome & Apartment Community**
 - 80 one-, two-, and three-bedroom homes, many with attached or drive-under garages.
 - Community clubhouse with fitness center, zero-entry pool, business center, laundry facilities, covered pavilion, outdoor grilling areas, and an outdoor playground.
- **Universal Storage Solutions – Self-Storage Facility**
 - 530 climate controlled and non-climate-controlled self-storage units.
 - Secured self-storage with coded security gates and security cameras.
 - 24/7 onsite kiosk and online account management to rent space and pay bills.

Developer Information

The Principles of this proposed project have been developing and constructing multi-family communities for over 20 years, with more than 4,000 units constructed or in the development phase. Mitch Cox Construction, Inc. will serve as the General Contractor for this development. Mitch Cox Construction has been constructing residential and multi-family housing for over 30 years. The multi-family community will be managed by Universal Living. Universal Living has extensive experience and knowledge with market rates and saturation in the multi-family industry and has continued to maintain close to 100% occupancy across all properties. The self-storage facility will be managed by Universal Storage Solutions, currently operating four self-storage facilities with over 172,700 square feet of self-storage under management.





Morristown, TN

Existing Undeveloped Property



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One Bedroom Apartments

Rendering



REAR ELEVATION

04

SCALE: 1/8"=1'-0"

- CONTINUOUS ROOF VENT
- CLASS C OR BETTER PERGLASS SHINGLES ON E & FELS ON 47 GSB ON TRUSSES & 48 GCB
- WALL ROOF HEIGHT
- CLV = 27'-10"
- CONT. ALUM. GUTTER & DOWNSPOUTS
- WIND SHUTTERS
- WIND. WAREDOOR
- SECOND FLOOR GROUND
- CLV = 17'-3"
- PERK CONCRETE BOARD LAY GROUND WITH 1/2" BOARD PAINTED FIN
- SECOND FLOOR LEVEL
- CLV = 8'-2"
- PRE-FAB WFL. JAWING
- WFL. HALL ENTRY DOOR
- FIRST FLOOR LEVEL
- CLV = 0'-0"
- WINDLOOK & BELOW WINDOWS
- BRICK VENEER



SIDE ELEVATION

03

SCALE: 1/8"=1'-0"

- CLASS C OR BETTER PERGLASS SHINGLES ON E & FELS ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER & DOWNSPOUTS
- 47 WIND. WALL WITH POCKETS SPACED NO FURTHER THAN 4' APART MAX
- TREATED WOOD DOCKING
- WIND. WALL
- CONCRETE PATIO
- PRE-FAB JAWING
- PERMANENTLY WFL. BOARD WITH CONCRETE BOARD PAINTED FIN. MAX 7' SIDE OF BOARD



SIDE ELEVATION

02

SCALE: 1/8"=1'-0"

- CLASS C OR BETTER PERGLASS SHINGLES ON E & FELS ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER & DOWNSPOUTS
- 47 WIND. WALL WITH POCKETS SPACED NO FURTHER THAN 4' APART MAX
- TREATED WOOD DOCKING PAINTED
- WIND. WALL
- CONCRETE PATIO



REAR ELEVATION

01

SCALE: 1/8"=1'-0"



- PERK CONCRETE BOARD PANELS WITH 1/2" BOARD PAINTED FIN
- CLASS C OR BETTER PERGLASS SHINGLES ON E & FELS ON 47 GSB ON TRUSSES & 48 GCB
- CONT. ALUM. GUTTER & DOWNSPOUTS
- PERK CONCRETE BOARD LAY GROUND WITH 1/2" BOARD PAINTED FIN
- 47 WIND. WALL WITH POCKETS SPACED NO FURTHER THAN 4' APART MAX
- TREATED WOOD DOCKING PAINTED
- WINDLOOK & BELOW WINDOWS
- BRICK VENEER
- CONCRETE PATIO



MITCH COX
COMPANIES



UNIVERSAL
LIVING



One Bedroom Apartments



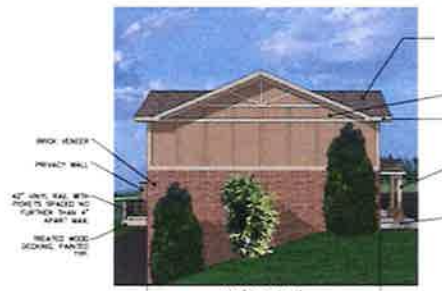


Two and Three Bedroom Townhomes

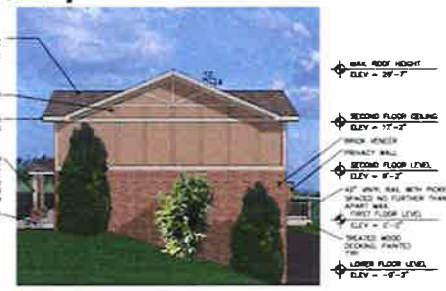
Rendering



FRONT EXTERIOR ELEVATION 04
SCALE: 1/8"=1'-0"



LEFT SIDE EXTERIOR ELEVATION 03
SCALE: 1/8"=1'-0"



RIGHT SIDE EXTERIOR ELEVATION 02
SCALE: 1/8"=1'-0"



REAR EXTERIOR ELEVATION 01
SCALE: 1/8"=1'-0"
GRAPHIC SCALE



MITCH COX
COMPANIES



UNIVERSAL
LIVING

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Two and Three Bedroom Townhomes





Climate Controlled Self-Storage

Rendering



ELEVATION — BUILDING 'A'



Similar Multi-family and Self-Storage Facility Bristol, TN





**UNIVERSAL
STORAGE
SOLUTIONS**

A UNIVERSAL COMPANY

Similar Multi-family and Self-Storage Facility

Bristol, TN



MITCH COX
COMPANIES



**UNIVERSAL
LIVING**

A UNIVERSAL COMPANY
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UNIVERSAL
STORAGE
SOLUTIONS

A UNIVERSAL COMPANY

Similar Multi-family and Self-Storage Facility

Bristol, TN



MITCH COX
COMPANIES



UNIVERSAL
LIVING



www.UniversalAtThompsonCreek.com



www.uss-tn.com

**We look forward to developing Universal at Thompson Creek Phase II
and Universal Storage Solutions in Morristown, TN.**

Thank you



www.mitchcox.com



www.universal-living.com

Disclaimer: The information contained in this presentation is for information purposes only and is not intended to bind Mitch Cox Companies or Universal Living in any way. While every reasonable care has been taken to ensure the accuracy of the information provided here, we cannot guarantee it is completely free of error.

The City of Morristown

Community Development & Planning

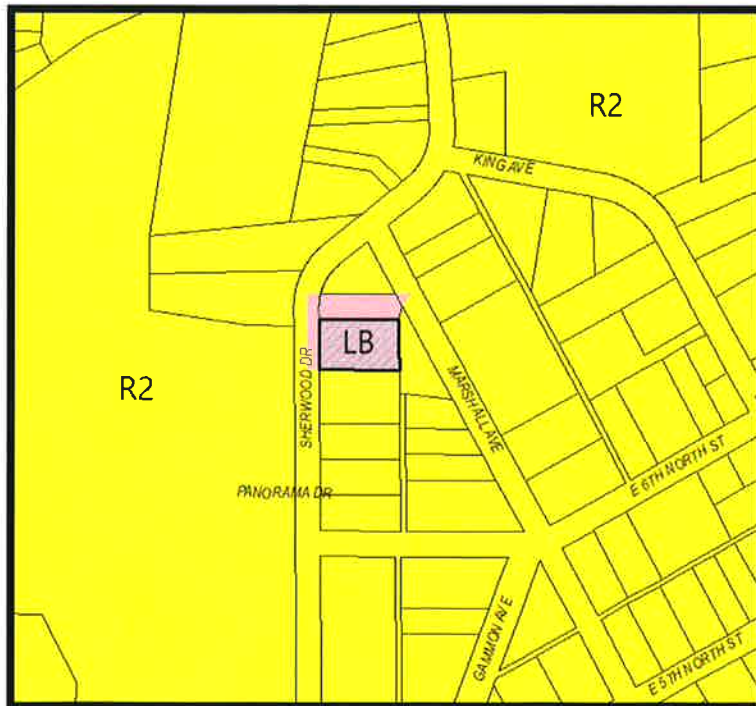


TO: Morristown Regional Planning Commission
FROM: Josh Cole, Senior Planner
DATE: August 16th, 2022
SUBJECT: Rezoning Request from LB to R2 on Sherwood Drive

BACKGROUND:

Staff has received a request from the property owner to rezone a parcel located on Sherwood Drive from Local Business District (LB) to Medium Density Residential District (R2). The applicant is requesting this rezoning to place a residential unit at this location.

The subject property is 0.36 acres in size and currently vacant. It is surrounded entirely by residential uses with a single family to the south and east, the Morristown Housing Authority multifamily development is the west, and a duplex to the north. All the properties surrounding it is zoned R2 except the property to the north which is also zoned LB despite having a residential use.



RECOMMENDATION:

Since this parcel is surrounded by solely residential uses and primarily the R2 district, staff recommends this property be rezoned to R2 and Planning Commission voted 8-0 in support of this request at their August monthly meeting.

ORDINANCE NO. _____,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 from LB (Local Business District) to R2 (Medium Density Residential District), the general location being shown on the attached exhibit A.}

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

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

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

BEGINNING at the point of intersection of the eastern boundary of Sherwood Drive right-of-way, Parcel 012.01 of Hamblen County Tax Map 034A, and Parcel 010.00 of Hamblen County Tax Map 034A and heading in a northerly direction along the common boundary shared by Sherwood Drive right-of-way and Parcel 012.01 of Hamblen County Tax Map 034A to the point of intersection between Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 012.00 of Hamblen County Tax Map 034A; Thence is a easterly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 012.00 of Hamblen County Tax Map 034A to the point of intersection between Parcel 012.01 of Hamblen County Tax Map 034A, Parcel 012.00 of Hamblen County Tax Map 034A, and Parcel 001.00 of Hamblen County Tax Map 034A; Thence is a southerly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 001.00 of Hamblen County Tax Map 034A to the point of intersection of Parcel 012.01 of Hamblen County Tax Map 034A, Parcel 001.00 of Hamblen County Tax Map 034A, and Parcel 010.00 of Hamblen County Tax Map 034A; Thence in a westerly direction along the common boundary shared by Parcel 012.01 of Hamblen County Tax Map 034A and Parcel 010.00 of Hamblen County Tax Map 034A to the point of beginning.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R2) uses exclusively.

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

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

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: August 16, 2022
SUBJECT: Text amendment to regarding Open Space.

BACKGROUND:

This is a staff initiated text amendment to revise the definition of OPEN SPACE. Under the City's current regulations, a developer is required to provide a minimum open space of twenty (20) percent for all multi-family developments. However, the current definition of open space paints a very broad view what open space includes. It is a good overview of open space community wide, but it is not very helpful in reviewing open space in a multifamily development. Staff is proposing to amend the definition to make the open space more measurable. Also, it will exclude areas within the required building setbacks, the required buffer, or areas reserved for stormwater detention ponds.

Existing Definition

162. OPEN SPACE is land that is not intensively developed for residential, commercial, industrial or institutional use. It serves many purposes, whether it is publicly or privately owned. It includes agricultural and forest land, undeveloped scenic lands, public parks, and preserves. It also includes water bodies such as lakes, ponds, creeks and drainage areas. A narrow corridor or pathway for walking or bicycling is open space even though it is surrounded by developed areas. It does not include landscaped islands within parking lots, landscape strips or landscape buffers required by the Landscape Ordinance

Proposed Definition

162. OPEN SPACE is an open area within a residential development reserved for the use of the residents of the development and their guests as passive or active recreation. Open space does not include areas within the required building setbacks, areas reserved for stormwater detention, landscaped islands within parking lots, or landscape buffers required by the Landscape Ordinance

In addition, staff is proposed to add the Open Space requirement to any district which allows multi-family residential uses. This would include the R-2 Medium Density Residential District, the OMP Office, Medical and Professional District, and the OMP-R Office, Medical and Professional-Restricted District. The proposed amendment also amends the Mixed Use District to increase the open space requirement from ten percent to twenty percent to make the requirement consistent throughout the Code.

RECOMMENDATION:

The Planning Commission voted unanimously to forward these amendments to the City Council for approval. Staff recommends approval of the proposed text amendment.

The City of Morristown

Community Development & Planning



DEFINITIONS

162. ~~OPEN SPACE is land that is not intensively developed for residential, commercial, industrial or institutional use. It serves many purposes, whether it is publicly or privately owned. It includes agricultural and forest land, undeveloped scenic lands, public parks, and preserves. It also includes water bodies such as lakes, ponds, creeks and drainage areas. A narrow corridor or pathway for walking or bicycling is open space even though it is surrounded by developed areas. It does not include landscaped islands within parking lots, landscape strips or landscape buffers required by the Landscape Ordinance~~
162. OPEN SPACE is an open area within a residential development reserved for the use of the residents of the development and their guests for passive or active recreation. Open space does not include areas within the required building setbacks, areas reserved for stormwater detention, landscaped islands within parking lots, or landscape buffers required by the Landscape Ordinance

14-601. R-2 Medium Density Residential District

14-611. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-801 OMP- Office, Medical and Professional District

14-809 OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-8B01. OMP-R Office, Medical and Professional-Restricted District

14-8B09. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-2501 (MUD)

14-2505. 8. Minimum Amount of Open Space: ten percent (10%)

8. Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Title 14, Chapter 2, DEFINITIONS, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) District be deleted and amended as follows:

Chapter 2, DEFINITIONS

162. OPEN SPACE is an open area within a residential development reserved for the use of the residents of the development and their guests for passive or active recreation. Open space does not include areas within the required building setbacks, areas reserved for stormwater detention, landscaped islands within parking lots, or landscape buffers required by the Landscape Ordinance

14-601. R-2 Medium Density Residential District

14-611. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

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Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-8B01. OMP-R Office, Medical and Professional-Restricted District

14-8B09. OPEN SPACE

Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

14-2501 (MUD) Mixed-Use District

- 14-2505. 8. Minimum open space of twenty (20) percent of the site for all multi-family developments of three (3) or more dwelling units.

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

Passed on first reading the 16th day of August 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of September 2022.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Acknowledge purchase order 23000440 to purchase seven (7) Police Department vehicles under state contract #209, as budgeted.

Prepared By: Andrew Ellard

Subject: Police Department Vehicle Purchase – FY 2023

Background: Budget in FY 2023 calls for the regular replacement of police department vehicles in Patrol, Investigations, and Narcotics.

Findings/Current Activity:

This purchase through Lonnie Cobb Ford (Henderson, TN) strictly covers the purchase of these vehicles. Pricing has been approved under statewide contract #209. Upfitting, striping, and equipping will be procured separately.

Financial Impact:

SRT Vehicle	\$51,763.00	(Qty. 1)
Patrol Vehicles	\$184,395.00	(Qty. : Patrol – 4, K-9 – 1)
Investigations	\$35,960.00	(Qty. 1)

Action options/Recommendations:

Staff would recommend council acknowledge the PO

Attachment: None



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Authorize purchase of one (1) T870 Bobcat and one (1) Bobcat Drum Mulcher under state contract #225, as budgeted.

Prepared By: Andrew Ellard

Subject: T870 Bobcat and Drum Mulcher Purchase – FY 2023

Background: Budget in FY 2023 provides for the purchase of a T870 Bobcat and Drum Mulcher (Forestry Cutter) attachment for Public Works.

Findings/Current Activity:

Bobcat of Knoxville has provided two quotes covering the purchase of this equipment. Pricing for each has been approved under statewide contract #225.

Financial Impact:

Funding has been appropriated in the FY2023 budget:

T870 Bobcat with a 5 year Warranty: \$101,542.16

Drum Mulcher: \$34,064.30

Action options/Recommendations:

Staff recommends the purchase.

Attachment: SWC225 and (2) Quotes from Bobcat of Knoxville

SWC# 225 Highway & Heavy Equipment Contract Information and Usage Instructions

Contract Period: This is a three-year contract with a one (two year) renewal option. It began on November 15, 2021 and will expire on November 14, 2026.

Summary/Background Information: Pricing is based on a percentage discount from the manufacturer's catalog. The percentage discount may vary within a manufacturer's price list with different percentages being applied on various product groups and models and/or options. You may then consider any model with the options you need to customize the equipment to your specifications. In addition, several manufactures may be considered in each category of equipment, giving the end user the flexibility and choices to get the brand and model they see as the best value. The CPO suggests that due to the complexity of pricing this equipment, that you contact the dealer(s) and allow them to assist in "Building Out" equipment to provide an accurate quote.

Some of the manufacturers offer a multiple unit discount which is an additional percentage discount that you add to the standard discount. Contracts detail these additional discounts and also the prompt pay discounts.

Please note awarded regions by dealer and brand listed below.

State Contact Information

Contract Administrator:

Mike Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.t.neely@tn.gov

Vendor Contact Information:

Chattanooga Tractor & Equipment

Contract #72846

Nick Topping
Polymer Drive
Chattanooga, TN 37421
423 892-5725
ntopping@chattanoogatractor.com

CMI Equipme

Contract #72850 & 73119

John Scott
2405 Dickerson Rd
Nashville, TN 37207
912 957-9472
john@cmiequip.com

Central Procurement Office • Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243

Tel: 615-741-1035 • Fax: 615-741-0684 • tn.gov/generalservices/

Diamond Equipment**Contract #72863**

Craig Felder

1530 Heil Quaker Blvd

LaVergne, TN 37086

615 641-1100

cfeldner@diamondequipment.com

Gateway Bobcat of Missouri**Contract #72833**

Steve Dickey

149 Industrial Blvd

La Vergne, TN 37086

615 941-4000

sdickey@bobcatofnashville.com

Meade Equipment**Contract #72857**

Mark Jarosz

2000 Tri Cities Xing

Kingsport, TN 37663

865 546-3207

Mark.Jarosz@meadetractor.com

Parman Tractor & Equipment**Contract #72863**

Joe Williams

3570 Dickerson Pike

Nashville, TN 37207

615 865-7800

Jwilliams@ParmanCorp.com

Power Equipment**Contract #72865 & 73120**

Matthew Spence

3300 Alcoa Hwy

Knoxville, TN 37920

931 449-9061

matthew_spence@bramco.com

Roadtec**Contract # 73122**

Thomas McClain

800 Manufacturers Rd

Chattanooga, TN 37405

423 265-0600

tmclain@roadtec.com

Stowers Machinery**Contract #72872 & 73123**

Greg Simpson

6301 Old Rutledge Pk

Knoxville, TN 37924

865 595-1098

gsimpson@stowerscat.com

Stribling Equipment**Contract #72877**

Donnie Kirk

743 Airways Blvd

Jackson, TN 38301

731 635-9771

Donnie.kirk@striblingequipment.com

Thompson Machinery
Contract #72877 & 73124

Trace Hall
 1245 Bridgestone Blvd
 La Vergne, TN 37086
 615 744-7816
trace@tmcat.com

Viking Equipment
Contract #72821

Jennifer Parks
 4600 Bobcat Ln
 Knoxville, TN 37921
 865 588-8115
jparks@bobcatofknoxville.com

Vendor	Brand/Items	Group / Regions
Viking Equipment	Bobcat/Compact Excavator, Compact Track loader, Skid Loader	Highway Equipment /1,2
Viking Equipment	Bobcat / Excavator 20,000#	Heavy Equipment /1,2
Gateway Bobcat	Doosan, Bandit, & Bobcat / Telescopic Boom, Skid Loader, Brush Chipper	Highway Equipment / 2,3
Gateway Bobcat	Doosan/Loaders (tired), Excavator 20,000#	Heavy Equipment / 3
Chattanooga Tractor and Equipment, Inc.	New Holland (regions 1-4) / Compact Excavator, Skid Loaders	Highway Equipment /1,2,3
Chattanooga Tractor and Equipment, Inc.	New Holland / Backhoes	Heavy Equipment / 2
Diamond Equipment	Case/ Rollers, Telescopic Boom, Compact Excavator, Skid Loaders	Highway Equipment / 2,3
Diamond Equipment	Case / Backhoes, Dozers, Excavators, 20,000#, Loaders (tired), Med & Lg Motor Graders	Heavy Equipment / 3
CMI	Gradall, Ver Mac, O'Brien / Telescopic Boom, Message/Arrow Boards, Culvert Cleaner, Traffic Control	Highway Equipment / 1,2,3,4

	Equipment (AFADS)	
CMI	Schwarze / Sweepers Truck Mounted	Highway Equipment /All Regions
CMI	Laymor / Sweepers Self Propelled	Highway Equipment / Regions 1 & 2
Meade	John Deere / Compact Excavator, Skid Loader	Highway Equipment / 1,2,3
Meade	John Deere / Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 1,2,3
Parman Equipment	Takeuchi / Excavator	Highway Equipment/ 3
Parman Equipment	Hitachi /Loaders (tired)	Heavy Equipment / 3
Power Equipment	Tack oil distributor, (Leeboy, Wirtgen)rollers, (Takeuchi) Compact Excavator, Skid Loaders, (Fecon) Brush Chipper, (Leeboy) Force Feed Loader	Highway Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	(Takeuchi)Excavators 20,000#, (Leeboy)Med &Lg Motor Graders,(Fecon) Compact track loaders/Mulchers, loaders(tired)	Heavy Equipment / 1,2,3,4 (No Witgren or Takeuchi reg 3)
Power Equipment	Broce / Sweepers Self Propelled Leeboy / Pavers Tracked & Rubber Tired Vogle / Pavers Tracked & Rubber Tired Wirtgen / Milling Machines	Highway Equipment / All Regions
Roadtec	Carlson / Sweepers Self Propelled Carlson / Pavers Tracked & Rubber Tired Carlson / Milling Machines	Highway Equipment / 1,2,3,4
Stowers	Caterpillar, Weilar, Milling Machines, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Brush Chipper, Force Feed Loader, Weiler / Pavers Tracked Caterpillar / Pavers Tracked & Rubber Tired Caterpillar / Milling Machines	Highway Equipment / 1,2
Stowers	Caterpillar, Weilar, Bandit /	Heavy Equipment / 1,2

	Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	
Stribling	John Deere / Compact Excavator, Skid loader	Highway Equipment / 4
Stribling	John Deere/ Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 4
Thompson Machinery Commerce Corp.	Caterpillar, Weilar / Milling Machine, Tack oil Distributor, Rollers, Telescopic Boom, Compact Excavator, Skid Loaders, Work Site Lights, Force Feed Loader, Laymor / Sweepers Self Propelled, Caterpillar / Pavers Tracked & Rubber Tired Weiler / Pavers Tracked Caterpillar / Milling Machines	Highway Equipment / 3,4
Thompson Machinery Commerce Corp.	Caterpillar / Backhoes, Dozers, Excavators 20,000#, Loaders(tired), Med & Lg Motor Graders	Heavy Equipment / 3,4

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the

“Agency Upgrade User Guide” link on the following page:
<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments.



Product Quotation

Quotation Number: 35567D036093

Date: 2022-08-09 16:38:45

Ship to	Bobcat Dealer	Bill To
City of Morristown 400 Dice St Morristown, TN Email: pbrown@mymorristown.com	Bobcat of Knoxville, Knoxville, TN 4600 BOBCAT LANE KNOXVILLE TN 37921 Phone: (865) 588-8115 Fax: (865) 588-1545 ----- Contact: Bryan Cross Phone: 865-588-8115 Fax: 865-588-1545 Cellular: 865-405-2197 E Mail: bcross@bobcatofknoxville.com	City of Morristown 400 Dice St Morristown, TN

Description	Part No	Qty	Price Ea.	Total
T870 T4 Bobcat Compact Track Loader	M0293	1	\$66,711.40	\$66,711.40
100 HP Turbo Tier 4 Diesel Engine	Lift Path: Vertical			
2-Speed Travel	Lights, Front & Rear			
Air Intake Heater (Automatically Activated)	Operator Cab			
Auxiliary Hydraulics: Variable Flow	Includes: Adjustable Suspension Seat, Top & Rear			
Backup Alarm	Windows, Seat Bar and 3-Point Seat Belt			
Power Bob-Tach Attachment Mounting	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Bobcat Interlock Control System (BICS)	& ISO 3471			
Controls: Bobcat Standard Controls with Power Assist	Falling Object Protective Structure (FOPS) meets SAE-			
Enclosed Cab with Air Conditioning & Heat	J1043 & ISO 3449, Level I; (Level II is available through			
Engine/Hydraulic Systems Shutdown	Bobcat Parts)			
Horn	Parking Brake: Spring Applied, Pressure Released			
Instrumentation: Engine Temperature & Fuel Gauges,	(SAPR)			
Hourmeter, RPM and Warning Lights	Torsion Suspension with 5 Rollers			
Lift Arm Support	Tracks: Rubber, 17.7" wide			
 60 Month Protection Plus (3000 Hours) Full Coverage	9986214	1	\$6,700.00	\$6,700.00
P69 Performance Package	M0293-P06-P69	1	\$2,996.08	\$2,996.08
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
2-Speed				
 C37 Comfort Package	M0293-P07-C37	1	\$1,806.08	\$1,806.08
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
 Selectable Joystick Controls (SJC)	M0293-R01-C04	1	\$642.60	\$642.60
Engine Compartment Seal kit, S850 & T870	7179952	1	\$1,014.46	\$1,014.46
Tier 4 Forestry Applications Kit, M Series	7257723	1	\$7,611.80	\$7,611.80
86" Severe Duty Bucket	7326128	1	\$1,794.10	\$1,794.10
--- Standard Bolt-on tooth kit	7355991	1	\$416.64	\$416.64
Description	Part No	Qty	Price Ea.	Total
Dealer PDI		1	\$300.00	\$300.00
Freight Charges		1	\$1,892.00	\$1,892.00
Assembly Charges		1	\$1,312.00	\$1,312.00
Material & Logistics		1	\$8,345.00	\$8,345.00

Total of Items Quoted

\$101,542.16

Quote Total - US dollars

\$101,542.16

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Bobcat

Product Quotation

Quotation Number: AMS-07695

Date: 2022-07-25 14:41:34

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF MORRISTOWN G902610 400 Dice St PO BOX 1499 Morristown, TN 37813-2103	Bryan Cross Bobcat of Knoxville, Knoxville, TN 4600 BOBCAT LANE KNOXVILLE TN 37921 Phone: (865) 588-8115 Fax: (865) 588-1545	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Drum Mulcher - 2-Speed, 61"	M7057	1	\$25,478.60	\$25,478.60
--- Front Gate Option - 61"	M7057-A01-C01	1	\$1,983.80	\$1,983.80
--- DCR Drum - 61"	M7057-R01-C01	1	\$3,242.40	\$3,242.40

Total of Items Quoted	\$30,704.80
Dealer P.D.I.	\$125.00
Freight Charges	\$480.00
Dealer Assembly Charges	\$57.50
Other Charges: Material and Logistics	\$2,697.00
Quote Total - US dollars	\$34,064.30

**Prices per the Tennessee SW225 Contract*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID: _____

FEDERAL - _____

STATE - _____

Expiration Date: _____



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Approval of Purchase of Plastic Recycle and Refuse Containers from Rehrig Pacific Company

Prepared By: Andrew Ellard

Subject: Purchase of Plastic Recycle and Refuse Containers

Background: The Public Works Department must continually replace worn refuse and recycle containers and to furnish new containers as needed to the citizens of Morristown. On August 24th, 2020, following an invitation to bid, the Morristown City Council approved a contract with IPL Plastics, Inc to purchase new carts. IPL is no longer able to fulfill orders from the City due to a break in their mold. In addition, the current contract with IPL has expired. Public Works has exhausted the city's supply of new carts. A new Invitation to Bid to select a new vendor is underway and is set to close on August 30th, 2022.

Findings/Current Activity:

Due to the unique situation with our most recent vendor unable to fulfill orders, staff revisited the companies that bid at the last opportunity. Rehrig Pacific is the only company known through past history with the city to have carts known to be compatible with our sanitation trucks. Staff recommends a one-time purchase of 250 carts from Rehrig Pacific Company at a cost of \$16,065, which is expected to be a sufficient supply to last until bids can be opened and awarded for a new vendor.

Financial Impact:

Funds have been appropriated in the Fiscal Year 22-23 budget.

Action options/Recommendations:

Staff recommends approval of the purchase of carts from Rehrig Pacific Company.

Attachment: Rehrig Pacific Company Quote


Locations:

1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: MO091 12282018
August 9, 2022

Bill-to:	Ship-to: 213044
City of Morristown 400 Dice Street Morristown, TN 37815	Same
Billing Contact:	Shipping Contact:
Name: Sarah Gilliam Email: sgilliam@mymorristown.com Phone: 423.585.4658	

ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Kelly Green Lid Color Requested: Kelly Green Wheels / Casters: 10" Tredcap		250	\$59.00	\$ 14,750.00
Artwork: <div style="border: 1px solid black; padding: 10px; text-align: center;"> </div>				
Warranty		90		
Is Product Taxable?	No	Subtotal =		\$14,750.00
Is Freight taxable?	No	Tax on Product =		\$0.00
Tax Rate:	0.00%	Truckload Freight Rate =		\$1,315.00
Terms:	Net 30 Days	Tax on Freight =		\$0.00
		Total =		\$16,065.00

ADDITIONAL INFORMATION:

Contract Options: None
Ship From: Lawrenceville, GA facility
Leadtime: 5 weeks or sooner
Warranty: 10 year unprorated warranty
Quote Valid: 30 Days
Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

*** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:	ACCEPTED BY:
Elizabeth Stavrat Environmental Account Specialist Direct: 770-843-8322 Email: estavrat@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via email to Presented By representative or CSR.



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Approve the procurement of Voice Over Internet Protocol services and telephone equipment through Morristown Utilities.

Prepared By: Andrew Ellard

Subject: Voice Over Internet Protocol (VOIP)

Background: The telephone system in City Center is dated and its programs are no longer supported by our third-party provider. As such, any maintenance needed to the system requires costly ad hoc service.

Findings/Current Activity:

Based on successful transitions to VOIP at other city facilities, IT began exploring a similar possibility for City Center, and MUS has provided a quote to provide new equipment and ongoing support. Using VOIP, there would no longer be an AT&T associated service.

Financial Impact:

Current AT&T service averages just over \$5,000 per month. This does not include additional amounts for third-party support or maintenance. The VOIP option will include a one-time \$12,500 installation fee and a monthly cost of \$2,147 including equipment. After 36 months, if equipment is not replaced, monthly cost would be reduced by \$441.

In summary, as presented, the city is anticipated to save \$29,000 in year 1, \$41,000 each in years 2, and 3, and \$47,000 in year 4 and beyond.

Action options/Recommendations:

Staff recommends approval.

Attachment: Quote from Morristown Utilities



MU FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown City Center
Service Address: 100 W. 1st North Street

7/5/2022

Morristown, TN 37814
Contact: Pavel Plasencia
Contact #: pavel@mymorristown.com or 423-273-3447

MU Sales Rep Kristy Lacy
(423) 317-6213

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
Hosted Phone Equipment charge (detailed breakdown in notes) (36 Months)	\$441.20	1	\$441.20
IP Camera System Charges Sub-Total			\$441.20

Internet and Data Services Charges	Rate	Quantity	Monthly
No Internet and Data Services Charges			\$0.00

Telephone Charges	Rate	Quantity	Monthly
400 Model Desk Phone (36 months)	\$6.00	81	\$486.00
DID Per Phone	\$5.00	81	\$405.00
Call Paths	\$30.00	23	\$690.00
Premium Auto Attendant	\$29.95	1	\$29.95
Hosted Phone Maintenance Plan	\$99.95	1	\$99.95
Telephone Services Charges Sub-Total			\$1,710.90

Services Total	\$2,152.10
Estimated Taxes and Fees	\$0.00
Multiple Service Discount	\$5.00
Estimated Monthly Total	\$2,147.10
Installation Fee	\$12,500.00

NOTES: This quote includes installing a new hosted phone system with 81 desk phones, 81 DID's, 23 call paths, a 24 port switch, 1 USG, ethernet jumpers, engineering time, phone provisioning/training time, and additional equipment needed for system. This is for a 36 month agreement. After the 36 months, the equipment charges will drop off of the account. There is a one time installation fee of \$12,500.00 that will be added to the first bill.

I hereby acknowledge the fact that Morristown Utilities (MU) FiberNet provides service to a demarcation point. I also acknowledge that I will have to have my/a phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MU FiberNet network.

X

Company Representative Signature

Title

Date

Taxes and fees are additional.
This quote is good for 30 days.

Revised 4/27/16



Morristown City Council Agenda Item Summary

Date: August 16, 2022

Agenda Item: Approve of the City's sponsorship of a concert to be planned and promoted by the Citizen Tribune for October 1, 2022 at Fulton-Hill Park.

Prepared By: Andrew Ellard

Subject: Citizen Tribune Concert Sponsorship

Background: The Citizen Tribune is planning a large concert event at Fulton-Hill Park for the evening of October 1, 2022. The city has been asked to participate as a major sponsor, providing in-kind support. This is a \$1,500 level of sponsorship.

Findings/Current Activity:

In exchange for inclusion in certain marketing/promotional materials, the Citizen Tribune is requesting use of the Great Lawn of Fulton-Hill Park from approximately 4pm to 11pm (concert ~6:30pm-10pm), support from the Parks & Recreation Department and Public Works with regard to garbage collection, barricades and traffic devices, lighting and general labor support, and from the Police Department with regard to law enforcement presence and traffic control.

Financial Impact:

As the request is for in-kind support, the greatest financial impact will be on staffing and overtime costs with the staff involved. In planning/committing resources, the city will communicate with Citizen Tribune reasonable limitations on availability.

Action options/Recommendations:

Staff recommends approval.

Attachment: None

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

August 3, 2022

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816

Re: Traffic Signal at E. Morris Boulevard &
Thompson Creek Road – Bid Tabulation &
Recommendation of Award
City of Morristown
Comm. No. 3238G

Dear Larry:

Enclosed please find the Bid Tabulation for the above referenced project. Please note that the apparent low bidder is STANSELL ELECTRIC COMPANY, INC., in the amount of \$305,723.41. We recommend to award the contract to STANSELL ELECTRIC COMPANY, INC., as they are qualified to perform the work.

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

Sincerely,
MATTERN & CRAIG

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

Jason Carder, P.E., PTOE, RSP
Principal

Enclosures (1)

City of Morristown
Traffic Signal at E. Morris Boulevard & Thompson Creek Road

BID TABULATION
Bids Opened: August 2, 2022 at 2:00 pm

** Apparent Low Bidder	TOTAL BID PRICE	
DAVIS H. ELLIOT CONSTRUCTION CO., INC.	\$	331,700.00
PROGRESSION ELECTRIC LLC	\$	379,057.00
** STANSELL ELECTRIC COMPANY, INC.	\$	305,723.41

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



Jason Carder, P.E., PTOE, RSP
8/3/2022

BID TABULATION
Traffic Signal Construction - Intersection of E. Morris Blvd. & Thompson Creek Rd.

ITEM NO.	DESCRIPTION	UNIT	QTY.	ENGINEER'S ESTIMATE		DAVIS H. ELLIOT CONSTRUCTION		PROGRESSION ELECTRIC		STANSSELL ELECTRIC	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,285.00	\$ 4,285.00	\$ 1,105.16	\$ 1,105.16
2	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,630.00	\$ 9,630.00	\$ 5,431.69	\$ 5,431.69
3	SIGNS (MAST ARM MOUNTED)	EACH	6	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 285.00	\$ 1,710.00	\$ 778.19	\$ 4,669.14
4	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	100	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 18.00	\$ 1,800.00	\$ 23.59	\$ 2,359.00
5	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 353.79	\$ 707.58
6	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	250	\$ 5.00	\$ 1,250.00	\$ 5.00	\$ 1,250.00	\$ 4.80	\$ 1,200.00	\$ 5.90	\$ 1,475.00
7	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	100	\$ 1.00	\$ 100.00	\$ 2.00	\$ 200.00	\$ 2.40	\$ 240.00	\$ 2.36	\$ 236.00
8	SPRAY THERMO PVMT MRKNG (60 mil) (4IN LINE)	L.F.	100	\$ 3.00	\$ 300.00	\$ 4.00	\$ 400.00	\$ 185.00	\$ 18,500.00	\$ 4.72	\$ 472.00
9	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 16,585.00	\$ 16,585.00	\$ 20,000.00	\$ 20,000.00	\$ 6,782.90	\$ 6,782.90
10	COMMUNICATION CONNECTION (MUS)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,782.00	\$ 4,782.00	\$ 608.59	\$ 608.59
11	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 850.00	\$ 5,100.00	\$ 1,036.00	\$ 6,216.00	\$ 1,117.12	\$ 6,702.72
12	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,776.00	\$ 7,104.00	\$ 1,837.31	\$ 7,349.24
13	SIGNAL HEAD ASSEMBLY (130 A3 WITH BACKPLATE)	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,265.96	\$ 2,531.92
14	SIGNAL HEAD ASSEMBLY (140 A1 WITH BACKPLATE)	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 1,050.00	\$ 1,050.00	\$ 1,265.00	\$ 1,265.00	\$ 1,406.34	\$ 1,406.34
15	INSTALL PULL BOX (TYPE B)	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 3,000.00	\$ 12,000.00	\$ 710.00	\$ 2,840.00	\$ 1,236.83	\$ 4,947.32
16	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00	\$ 3,561.24	\$ 3,561.24
17	SERVICE CABLE (2 CONDUCTOR, # 8 AWG)	L.F.	100	\$ 2.00	\$ 200.00	\$ 1.00	\$ 100.00	\$ 3.30	\$ 330.00	\$ 1.17	\$ 117.00
18	SIGNAL CABLE - 9 CONDUCTOR	L.F.	1,000	\$ 3.00	\$ 3,000.00	\$ 1.75	\$ 1,750.00	\$ 2.05	\$ 2,050.00	\$ 4.54	\$ 4,540.00
19	CONDUIT 1" DIAMETER (RGS)	L.F.	50	\$ 20.00	\$ 1,000.00	\$ 5.86	\$ 293.00	\$ 15.69	\$ 784.50	\$ 15.71	\$ 785.50
20	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	750	\$ 40.00	\$ 30,000.00	\$ 11.10	\$ 8,325.00	\$ 41.75	\$ 31,312.50	\$ 28.63	\$ 21,472.50
21	CONDUIT 3" DIAMETER (HDPE)	L.F.	300	\$ 20.00	\$ 6,000.00	\$ 9.70	\$ 2,910.00	\$ 15.00	\$ 4,500.00	\$ 21.70	\$ 6,510.00
22	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,274.00	\$ 13,274.00	\$ 12,399.62	\$ 12,399.62
23	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	4	\$ 10,000.00	\$ 40,000.00	\$ 9,500.00	\$ 38,000.00	\$ 9,685.00	\$ 38,740.00	\$ 7,953.44	\$ 31,813.76
24	VEHICLE DETECTOR (RADAR - ADVANCE)	EACH	2	\$ 10,000.00	\$ 20,000.00	\$ 9,500.00	\$ 19,000.00	\$ 8,414.00	\$ 16,828.00	\$ 8,269.23	\$ 16,538.46
25	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,245.00	\$ 22,245.00	\$ 27,152.41	\$ 27,152.41
26	CONTROLLER (SIEMENS M60)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 6,537.00	\$ 6,537.00	\$ 6,101.00	\$ 6,101.00	\$ 5,345.90	\$ 5,345.90
27	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	4	\$ 20,000.00	\$ 80,000.00	\$ 36,000.00	\$ 144,000.00	\$ 39,530.00	\$ 158,120.00	\$ 32,175.63	\$ 128,702.52
TOTAL:					\$ 280,450.00		\$ 331,700.00		\$ 379,057.00		\$ 305,723.51

Certified by:

Jason Carder
 Jason Carder, P.E., PTOE, RSP
 8/3/2022
 Principal, Mattern & Craig



May 24, 2022

Dear Frankie,

Congratulations! On behalf of the USTA Southern Board of Directors and the Parks Task Force, we are pleased to inform you that Morristown Parks and Recreation Department has been selected to receive the USTA Southern Parks and Recreation Grant in the amount of \$2,000.

USTA Southern recognizes that 70% of tennis played in the United States is played in public parks, we hope this grant will present a great opportunity for our Parks and Recreation Departments in the South to actively engage new and returning players into the sport of tennis in a safe and meaningful way.

We remain hopeful that the tennis industry will continue to thrive and that we can extend our reach at the grassroots level by safely introducing the sport we love. Please continue to reach out to us with any questions or concerns as our assistance doesn't stop here.

Grant funds must be used in accordance with the budget and specifications included with your proposal. No changes in the budget may be made without prior written approval from the Parks and Recreation Task Force. The final financial and narrative reports are due 30 days after the conclusion of the program.

Before we can send your check, we need for you to fill out a W-9 form (attached) and submit it to us. The address listed will be the address that the grant check will be sent to.

Thank you for your efforts to promote the game of tennis in your community.

Sincerely,

Jeff Joyce, jeffbjoyce7@gmail.com
USTA Southern Parks and Recreation Task Force Chairman



Hanane Toumi, toumi@sta.usta.com
USTA Southern Parks and Recreation TSR





GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2022	End Date 6/30/2023	Agency Tracking # 40100-49630	Edison ID 74118		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # N/A Grantee's fiscal year end – June 30			
Service Caption (one line only) FY23 Airport Maintenance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$15,000.00	\$0.00		\$0.00	\$15,000.00
TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional) TX00		Account Code (optional) 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on **July 1st, 2022** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://www.blackcataviation.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

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

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

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

The State:

Evan Rodgers
Transportation Program Monitor 1
TN Dept. of Transportation-Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208
Email: Evan.Rodgers@tn.gov
The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when

procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency
- E.7. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0774-23

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

GRANT BUDGET				
City of Morristown: FY23 Airport Maintenance			AERM-23-142-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: 7/1/2022	END: 6/30/2023	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$789.47	\$15,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY23 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project # 32-555-0774-23

Project Breakdown:	\$15,000.00	95% State
TX#	\$ 789.47	5% Local Participation
Grant Total:	\$15,789.47	

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

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

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Andrew Ellard

Address: 100 West First North Street, Morristown TN 37814

Phone number: 423-585-4614

Email address: aellard@mymorristown.com

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

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 1,
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 21, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: June 21, 2022
- b. Owner: City of Morristown
- c. Engineer: Mattern & Craig, Inc.
- d. Specific Project (title): Miscellaneous Hourly Services
- e. Specific Project (description): Miscellaneous Hourly Services, for field and office personnel, performed by the Engineer as requested by the Owner.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

The Owner may request specific services of the Engineer on an "as-needed" basis, that may arise during the term of the Master Services Agreement, referenced above. These services are intended to be "small" in nature, both in terms of time and cost, and performed as the Owner may request in writing (including via e-mail).

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: varies, per correspondence authorizing the specific services.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Description of Service	Amount	Basis of Compensation
1. Miscellaneous Hourly Services	Not to exceed \$20,000	Standard Hourly Rates (Exhibit C)

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 12, 2022.

OWNER: **City of Morristown**

ENGINEER: **Mattern & Craig, Inc.**

By: _____

By: Jason Carder

Print Name: _____

Print Name: Jason A. Carder, P.E.

Title: _____

Title: Vice President/Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Larry Clark

Name: Jason Carder

Title: Assistant City Administrator

Title: Vice President/Project Manager

Address: 100 West First North Street
Morristown, TN 37814

Address: 429 Clay Street
Kingsport, TN 37660

E-Mail Address: lclark@mymorristown.com

E-Mail Address: jacarder@matternandcraig.com

Phone: 423-585-4617

Phone: 423-245-4970

AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This agreement made and entered into by and between the Hamblen County Board of Education (hereinafter "BOARD") and the City of Morristown, Tennessee (hereinafter "CITY"). The CITY Chief of Police (hereinafter "CHIEF") shall be permitted to act as an agent of the CITY for purposes of carrying out the provisions of this agreement.

WITNESSETH:

The following recitals are deemed necessary as antecedents to this agreement:

The parties recognize that there are benefits to be derived by each party from cooperative programs;

The parties desire to implement a School Resource Officer (SRO) program which is designed to improve the lines of communication between the parties, provide assistance to schools in introducing instructional material, encourage discussion among students on topics of current interest, provide the additional security derived from having an officer present at school functions, as well as other benefits;

The parties desire to enter into an agreement defining the program and the rights and responsibilities of the parties in this program;

Now therefore, in consideration of the foregoing, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following agreement is made:

1. This document supersedes all previous School Resource Officer agreements.
2. The CITY shall provide the BOARD up to four full-time School Resource Officers assigned by the BOARD to individual schools as deemed appropriate. The School Resource Officers shall be employees of the CITY, and the CITY shall have ultimate control and supervision over the School Resource Officers. The CITY shall be solely responsible for the pay and benefits for the School Resource Officers and shall be responsible for employment, discipline, and discharge of such officer. The BOARD shall reimburse to the CITY thirty-seven thousand dollars (\$37,000) for each of the School Resource Officers. The total amount the BOARD shall reimburse to the City shall be based upon the number of officers supplied to the BOARD, but shall not exceed one hundred and sixty thousand dollars (\$160,000) for four officers. The BOARD shall also cover all costs associated with the required School Resource certification and/or recertification, including the course fees,

lodging for the officer(s) and a per diem cost for food. Any training the officers participate in outside of the certification and/or recertification shall be paid for by the CITY. The CITY shall provide an itemized list of expenses to the BOARD, which shall be paid within fifteen (15) days of receipt.

3. The CHIEF shall select the persons to be designated as the School Resource Officers, but the BOARD may reject any such selection. The parties agree to cooperate to find officers acceptable to both parties.

4. The CHIEF shall be responsible for supervising and assigning the duties of the School Resource Officers. However, the BOARD shall work with the CHIEF in identifying the areas where the School Resource Officers are needed and to develop a schedule for the School Resource Officers. In addition, the BOARD shall provide an organization, or chain of command, to work with the School Resource Officers in implementing programs desired by the parties.

5. The School Resource Officers shall be assigned to schools on a full-time basis, but their hours may be adjusted to permit attendance at certain extracurricular activities such as athletic contests, club meetings, etc. When school is not in session due to vacations, weather, or other reasons, the CHIEF may assign the School Resource Officers to other non-school-related tasks.

6. The duties and responsibilities of the School Resource Officers shall include, but not be limited to the following:

- A. Act as instructors for specialized, short-term programs at schools;
- B. Be guest speakers at school and school-related functions;
- C. Recommend and assist in the implementation of programs designed to encourage law and order and discipline within the schools;
- D. Attend parent, faculty, and/or student meetings as indicated to ascertain needed programs in areas where involvement of a School Resource Officer could be beneficial;
- E. Be available for conferences with students, parents, teachers, and administrators to assist them with their responsibilities of law enforcement and crime prevention;
- F. Gain and maintain a familiarity with community agencies which offer assistance to young people and their families and recommend to the BOARD personnel referrals to such agencies as the School Resource Officer deems necessary or beneficial to students, faculty, and staff;
- G. Provide assistance to the BOARD in developing and implementing security plans and programs designed to encourage order and discipline in the schools;
- H. Maintain detailed and accurate records of daily operations of the School Resource Officer program and make recommendations and other reports of an instructional nature as required by the school administration or the CHIEF;
- I. Provide assistance as requested by BOARD officials in developing and

maintaining discipline and order in the schools;

J. Maintain confidentiality of all student records and other material deemed confidential under State and Federal law;

K. Engage in all other duties as assigned and requested.

7. It is not intended that a School Resource Officer shall act as a school disciplinarian, although it is expected that the School Resource Officers will provide assistance in maintaining discipline and order in the schools. School Resource Officers shall not be used for regularly-assigned lunch duty, or other student monitoring duties. Nothing herein is intended to limit a School Resource Officer's authority as a law enforcement officer employed by the CITY.

8. The BOARD shall provide to each School Resource Officer the following materials and facilities:

A. Access to a well ventilated and properly lighted private office which shall include a telephone to be used for general business purposes;

B. A location where files and records can be properly secured;

C. A desk with drawers, a chair, a worktable, filing cabinets, and the requisite office supplies.

D. A computer to be used for official duties as related to this agreement.

9. The CHIEF shall have full authority over the School Resource Officer program and may, subject to the BOARD's right to reject such assignment, assign a different officer as School Resource Officer at his discretion. The BOARD, or the administration of the BOARD, may reject any proposed School Resource Officer, but does not have the right to select the School Resource Officer. If a problem arises with a particular School Resource Officer, the BOARD may request that the officer be removed from the School Resource Officer program, but the ultimate decision in this regard shall rest with the CHIEF.

10. This agreement shall be effective for the period from July 1, 2022, until June 30, 2023.

Either party may terminate the agreement, with or without cause, by giving the other party ninety (90) days written notice. If either party breaches any provision of this agreement, then the non-breaching party may terminate the agreement upon thirty (30) days written notice to the breaching party. The parties may amend this agreement from time to time, provided said amendment is in writing and signed by both parties.

11. Notices and other communications required to be made under this agreement shall be effective when deposited in the United States Postal Service as regular mail, postage prepaid, and/or submitted via email and addressed as follows:

To the BOARD:

Director of Schools
Hamblen County Department of Education 210 East Morris Boulevard
Morristown, TN 37813
Email:

To the CHIEF:

Chief of Police
Morristown Police Department P. O. Box 1283
Morristown, TN 37816
Email: chiefofpolice@mymorristown.com

To the CITY:

Mayor
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499
Email:

12. The parties pledge their good faith efforts to cooperate in fulfilling the terms of this agreement and in developing and implementing the School Resource Officer program.

13. This agreement may not be assigned without the expressed written consent of the **BOARD** and the **CITY**:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 9
day of August, 20 21.

HAMBLLEN COUNTY BOARD OF EDUCATION

BY: Carstyn A. Holt Clawson
Board Chair

BY: Armando H. Barrios
Director of Schools

CITY OF MORRISTOWN, TENNESSEE

BY: _____
Mayor

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief ^{RDO}Roger D. Overholt

Date: August 10, 2022

Re: Entry Level Patrol Officers

I am requesting to hire multiple entry-level officers at the August 16th council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on August 9, 2022 to Reflect Recent **Testing**, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	William Broyles	7/31/2023
2	Michael Headrick	7/31/2023
3	Hannah Kinhead	7/31/2023
4	Jason Cobb	7/31/2023
5	Davon Sexton	7/31/2023
6	Joseph Dinwiddie	7/31/2023
7	Mark McBee	7/31/2023
8	Josh Pratt	7/31/2023
9	Douglas Baldwin	7/31/2023
10	Curtis Crawford	7/31/2023
11	Eric Johnson	7/31/2023
12	Brandon Dean	7/31/2023

For the Civil Service Board



Lee Parker, Chairman



Jason E. Mumpower
Comptroller

August 4, 2022

Honorable Gary Chesney, Mayor
and Honorable City Council
City of Morristown
100 West First North Street
Morristown, TN 37816-1499

Dear Mayor Chesney and Members of the City Council:

This letter acknowledges receipt of a certified copy of the fiscal year 2023 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

This letter constitutes approval, by this office, for the City's fiscal year 2023 budget as adopted by the City's governing body. We would like to bring the following considerations to your attention.

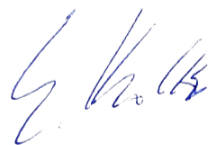
Spending Authority Level - During our review of the City's audited financial statements for fiscal year 2021, we noted that the legal level of spending authority pursuant to the audit differed from the appropriation level established by the City's budget ordinance. The governing body should ensure the audit and the budget are consistent and in compliance with the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-201 et seq.).

Commendation - We commend the governing body for adopting this year's budget prior to the beginning of the budget year. Timely adoption will result in better management of public dollars in the coming year by immediately instituting appropriate budgetary controls. Adopting the budget in a timely manner allows your financial staff more time to close the official accounting records and have those records available for audit no later than two months after the close of your fiscal year as required by Tenn. Code Ann. § 9-2-102.

American Rescue Plan Act - The governing body budgeted the use American Rescue Plan (ARP) funds. This budget approval is not an approval for the planned use of the ARP funds and the City, with the assistance of its attorney, should determine that the planned use complies with Federal regulations concerning the use of ARP funds. ARP funds spent contrary to Federal regulations must be returned. ARP funds are non-recurring and should only be used for one-time expenses. When purchasing capital items, ongoing maintenance and operating expenses should be analyzed to show future demand on recurring revenues.

If you should need assistance, please refer to our online resources or feel free to contact your financial analyst, Lori Barnard, at 615-747-5347 or Lori.Barnard@cot.tn.gov.

Very truly yours,



Betsy Knotts

Director of the Division of Local Government Finance

cc: Jean Suh, Contract Audit Review Manager, Division of Local Government Audit
Anthony Cox, City Administrator, City of Morristown
BK:lb