

Finance Committee
June 7, 2022
3:30 p.m.

Pre-Meeting WORK SESSION - Cancelled
June 7, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
June 7, 2022
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. May 17, 2022

6. PROCLAMATIONS/PRESENTATIONS

1. Retirement Proclamation and Recognition for Parks and Recreation
Director Craig Price.

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. Public Hearing – Required Public Hearing pertaining to Public Chapter
1101 regarding Plans of Services and Progress Reports for Ordinance No.
3698 Adopted November 3, 2021 – Annexation of properties located east of
Noes Chapel Road having the Hamblen County Tax Parcel ID #s: 032024
10600 and 032024 13003 the Zoning Designation of High-Density
Residential District, R3.

2. Ordinance No. 4712
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown {Portion of Tennessee Avenue right-of-way just east of the intersection of York Avenue, the general location being shown on the attached Exhibit A}.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-14
A Resolution of the Council of the City of Morristown, Tennessee to enter into contract with Tennessee Department of Transportation (TDOT) for the construction of an Industrial Access Highway under the Industrial Highway Act of 1959.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2022 and ending June 30, 2023. **{Public Hearing Date June 21, 2022}**
2. Ordinance No. _____
An Ordinance to amend Ordinance Number 3689, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 necessary to appropriate additional funds in the amount of \$16,885 for the Jag Grant, \$629,300 for the appropriation of revenues exceeding estimates, appropriation of American Rescue Plan Act Grant Funds for projects previously approved, transfer of funds to the General Capital Project Fund for the resurfacing of the tennis courts and a decrease to appropriations relating to the timing of airport projects.
{Public Hearing Date June 21, 2022}.

9-c. Awarding of Bids/Contracts

1. Approve the Amendment to the Agreement with Tyler Technologies, Inc. to allow for the purchase of Tyler Cashiering and Tyler Payments functions and authorize the City Administrator to execute the same.
2. Approve the Service Agreement with Tyler Technologies, Inc. for licensing and service providing an electronic citation program and authorize the City Administrator to execute the same.
3. Acknowledge proposals received for Towing Services on May 17, 2022 and authorize the City Administrator to establish and execute an agreement with Casper's Body Shop & Wrecker Service, LLc on the basis of the advertised RFP and the pricing presented in the company's proposal.

4. Acknowledge purchase order 22002550 to purchase eight (8) Police Department vehicles under state contract, as budgeted.
5. Authorize the City Administrator to execute a work authorization with Rummel, Klepper & Kahl, LLP for engineering services related to Phase 5 of the Greenway.
6. Approval of proposal from Mattern and Craig to provide professional services for the NEPA Phase of the East Morris Rehab Project in an amount of \$9,000.
7. Approval of contract with TDOT for the project described as SR-32 (US-25E, South Davy Crockett Parkway) Intersection at Progress Parkway/Thoroughbred Run Road - PIN: 128328.00 in the amount of \$19,100.
8. Authorize the City Administrator to execute an interlocal agreement with Morristown Utility Commission for the use of \$4,000,000 of the American Rescue Plan Act funding through the Tennessee Department of Environment and Conservation for the design and construction of a water tank and related distribution lines in the vicinity of Exit 12 of Interstate 81.
9. Approval of Change Order No. 3 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$45,629.00.
10. Approval of the Community Development Block Grant CDBG Annual Action Plan for the 2022-2023 Plan Year.
11. Approval of Change Order No. 2 with Adams Contracting, LLC for the Brights Pike Bridge project in the amount of \$12,850.23.

9-d. Board/Commission Appointments

1. City Council appointment/reappointment to the Library Board for a three (3) year term to expire July 1, 2025. Term expiring Kevin Smith
2. City Council appointment to the Library Board to fill the unexpired term of Dwayne Nelson; term expiring June 1, 2024.

9-e. New Issues

1. Approval to hire three (3) Entry-Level Officers for the Morristown Police Department.

10. CITY ADMINISTRATOR'S REPORT

1. Line-Item Transfer(s) for Fiscal Year 2021-2022 – Quarter 3
 - a. General Fund #110
 - b. Sanitation Fund #435
 - c. Storm Water Fund #440

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
June 7, 2022**

1. FY 22/23 Budget

City Council Meeting/Holiday Schedule.

June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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,	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**

May 17, 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, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith; absent: Chris Bivens.

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

Councilmember A'Hearn made a motion to approve the May 03, 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. Peggy Wisecarver and Louis Chan spoke.

A Public Hearing was held related to Ordinance 4711. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4711 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4711

Being an Ordinance of The City Council of Morristown, Tennessee amending Title 2 (Boards and Commissions, Etc.); Title 12 (Fire and Construction Codes); and Title 13 (General Property Maintenance).

Councilmember A'Hearn made a motion to approve Resolution No. 2022-13. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-13

A Resolution of the City Council of the City of Morristown, Tennessee Approving the Civil Service Board's Amendments to its Public Safety Qualifications and Standards for the Entry Level Green Book.

Councilmember Smith made a motion to approve Ordinance No. 4712 on first reading and schedule a public hearing relative to final passage of said ordinance for June 7, 2022. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4712

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown {Portion of Tennessee Avenue right-of-way just east of the intersection of York Avenue, the general location being shown on the attached Exhibit A}.

Councilmember Smith made a motion to approve the Jolley Park Donation Acceptance Agreement and Quitclaim Deed for the conveyance of Jolley Park. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve Change Order No. 6 with PATH Construction in the amount of \$253,105.99 for Morristown Landing. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to acknowledge receipt of qualifications for Engineering Services on April 5, 2022 and Authorize the Administration to negotiate and execute Master Service Agreements with all seven submitters. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Proposal from Telics to provide Right-of-Way Acquisition Services for the Thompson Creek Road Reconstruction – Phase 2 in the amount of \$22,500. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney announced that he has reappointed Willie Santana as the Mayor's Designee to the Morristown-Hamblen Humane Society; term to expire on May 15, 2023.

Councilmember Senter made a motion to appoint Steve Thayer to the Morristown-Hamblen Humane Society Board for a three (3) year term to expire on May 15, 2025. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to reappoint Joe Frey, Randall Jolley and Chad McGoige to the Parks and Recreation Advisory Board for a three (3) year term to expire on June 1, 2025. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to appoint the following to the Property Maintenance Board of Appeals: Debra Williams to a one (1) year term to expire June 1, 2023, Bill Hale and Hugh Clement to a two (2) year term to expire June 1, 2024, and David Quillen and Dale Cobble to a three (3) year term to expire June 1, 2025. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

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

Mayor Gary Chesney adjourned the May 17, 2022 Morristown City Council meeting at 5:38 p.m.

Mayor

Attest:

City Administrator

DRAFT

The City of Morristown

Community Development & Planning



MEMO

To: Mr. Tony Cox, City Administrator
From: Steve Neilson, Development Director *SN*
Date: June 7, 2022
RE: Required Public Hearing for Annexation Plans of Service for the Noes Chapel Annexation

BACKGROUND:

In accordance with Public Chapter 1101 of 1998, it is a requirement that the City provide a progress report on the Plan of Services for all property annexed into the City. The city must hold a public hearing and provide the progress report six months after the annexation.

Attached is the report for the Noes Chapel Annexation (Ordinance 3698):

The annexation consists of two parcels (Parcels ID #032024 13003 and #032024 10600) located along Noes Chapel Road. The city is providing the services as outlined in the Plan of Services Report and the proposed utilities will be provided by Morristown Utilities.

RECOMMENDATION:

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

ATTACHMENTS

Staff Reports and Plan of Service Reports on the each of the annexations.

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: October 19, 2021
SUBJECT: Annexation Request: Noes Chapel Road

BACKGROUND:

A request for annexation into the corporate limits of Morristown has been received from Mr. Randy Corlew who is representing the property owners for Hamblen County Parcel ID #032024 13003 and #032024 10600. The first of these parcels is located off Noes Chapel Road and the second is to the south of said parcel and north of the Lochmere development.

The applicant is requesting the parcel that fronts Noes Chapel Road (#032024 13003) to be annexed in its entirety, however, the larger parcel (#032024 10600) is not requesting the parcel be annexed in its entirety as there is a portion along the common boundary of the Lochmere development that will remain in the county. The subject parcels meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and contiguous with the city limits.



The parcel that fronts Noes Chapel Road is slightly under 3 acres in size and contains a house while the other parcel is slightly over 17 acres in size and contains radio towers. The applicant is requesting the parcels to be zoned R3, High Density Residential District, as they seek to utilize this for a mixture of senior independent living and assisted living facilities which is permitted in this district. As noted above, the Lochmere development is just south of this request and this portion of Lochmere is zoned R3 which is consistent with the request from the applicant.

Additionally, prior to any development on this site, the developer will have to submit a site plan which must meet all city requirements and approval by planning commission would be required if it were to contain multiple buildings on one parcel as they are currently proposing.

RECOMMENDATION:

Staff recommends approval of the annexation request with a zoning designation of High-Density Residential District (R3) and Planning Commission voted in support of this request at their monthly October meeting.

03
00

PLAN OF SERVICES
RESOLUTION NO. 12-22

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED TO THE EAST OF NOES CHAPEL ROAD.

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

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

Properties identified as Hamblen County Tax Parcel ID #: 032024 10600 and 032024 13003 located to the east of Noes Chapel Road the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

Passed on this 19th day of October 2021.


Mayor

ATTEST:


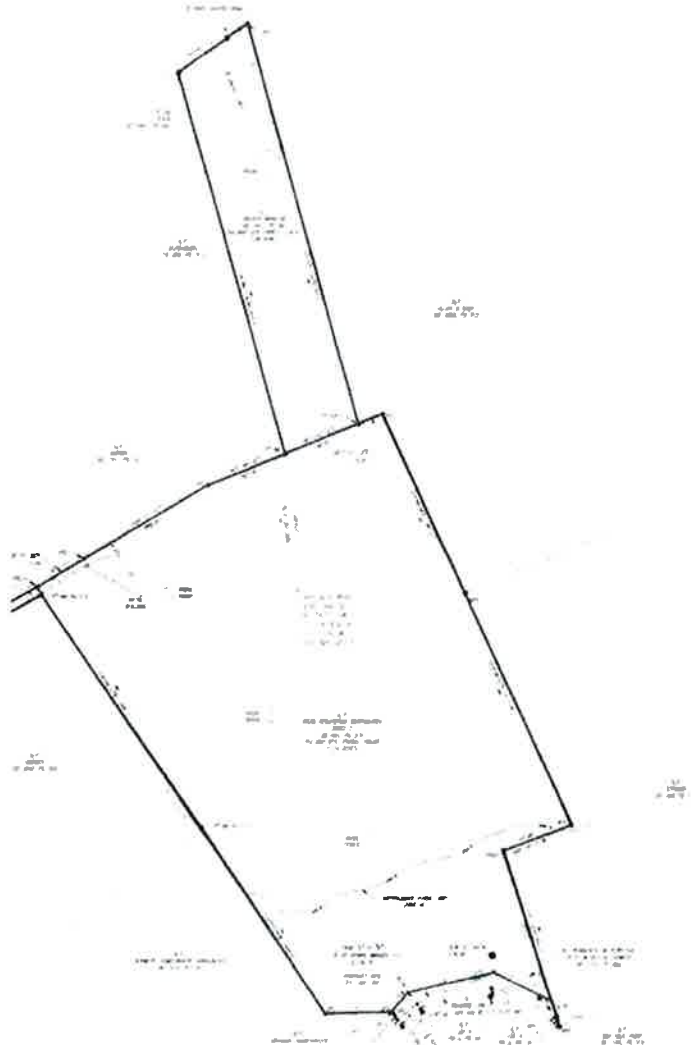

City Administrator

Exhibit A:



ORDINANCE NO. 3698

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

Annexation of properties located east of Noes Chapel Road having the Hamblen County Tax Parcel ID #: 032024 10600 and 032024 13003 the Zoning Designation of HighDensity Residential District, R3, the general location being shown of the attached exhibit A;

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

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

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

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Tract 1:

BEGINNING at an iron pin on the southern right of way boundary of Fairview-Noe's Chapel Road, corner to Geraldine Hill Branton, N 58 deg 29 min 24 sec E 167.06 feet to an iron pin; thence S 11 deg 49 min 14 sec E 834.90 feet along the western severance line of Gaby to an iron pin, corner to W.C.R.K., INC.; thence S 71 deg 50 min 14 sec W 161.00 feet to an iron pin, corner to Geraldine Hill Branton; thence along Branton's eastern severance line N 11 deg 49 min W 796.71 feet to an iron pin in the southern right of way boundary of Fairview-Noe's Chapel Road, the point of beginning.

Tract II:

BEGINNING at an iron pin in the eastern margin of Noe's Chapel Road, common corner with Franklin; thence, with the line of Franklin and also Kilgore north 64 deg. 41 min. 00 sec. east 543.69 feet to a new iron pin; thence, continuing with the line of Kilgore and also Bradley north 63 deg. 23 min. 52 sec east 415.74 feet to a fence corner post, corner with Branton; thence, with the line of Brandon, Blackburn, and also Gaby north 71 deg. 53 min. 40 sec. east 382.17 feet to a post in the west line of Gaby; thence with the west line of Gaby south 20 deg. 58 min. 46 sec east 395.63 feet to a fence corner post, corner with Strange; thence, wit the line of Strange three call as follows: south 20 deg. 32 min. 11 sec. east 511.61 feet to a post, south 72 deg. 59 min. 27 sec. west 151.80 feet to a new iron pin, south 14 deg. 36 min. 22 sec. east 357.28 feet to a point in the line of Lochmere Subdivision; thence, with the line of Lochmere Subdivision two calls as follows: south 83 deg. 55 min. 00 sec. west 414.94 feet (this line being the centerline of the meanders of a creek); thence continuing with Lochmere subdivision and also Hodges north 31 deg. 02 min. 32 sec. west 1122.66 feet to a fence corner post; thence, continuing with the line of Hodge south 64 deg. 41 min. 00 sec. west 549.49 feet to a fence corner post in the eastern margin of Noe's Chapel Road; thence, with the edge of said road north 13 deg. 08 min. 42 sec. west 18.77 feet to the point of beginning.

(2) High Density Residential District (R3) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

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


Mayor

ATTEST:


City Administrator

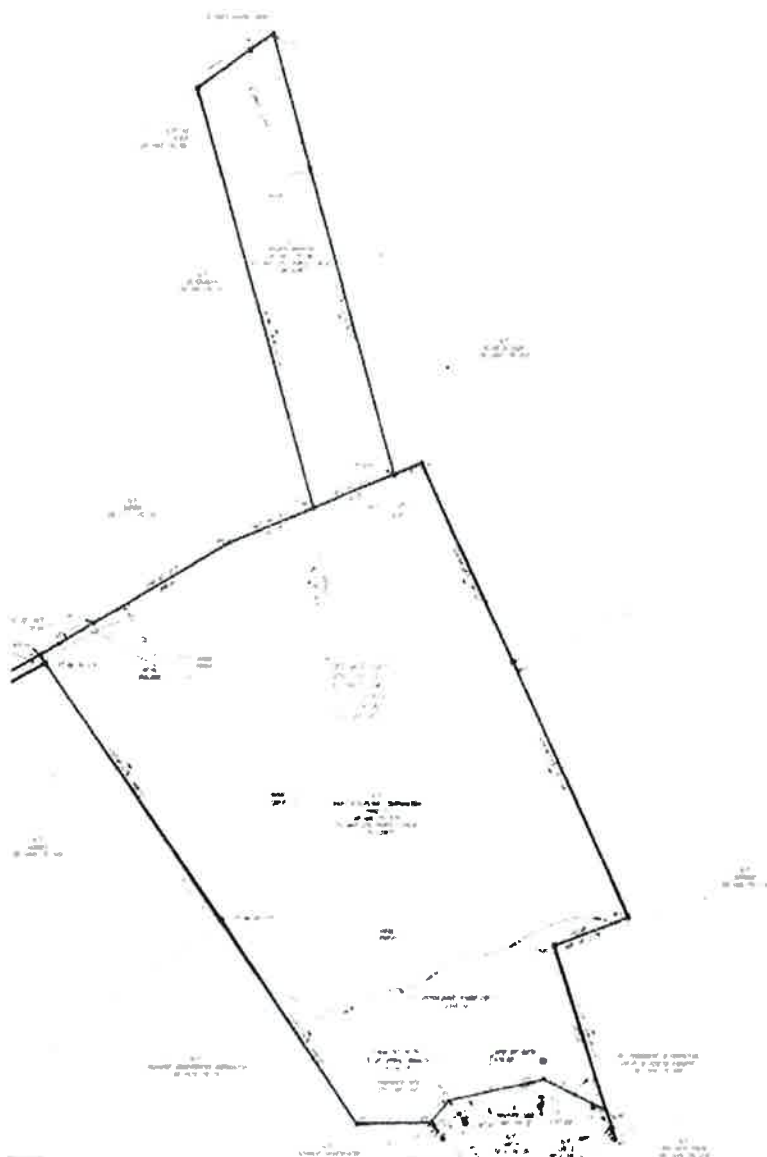
Passed on second and final reading the 2nd day of November 2021.


Mayor

ATTEST:


City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: May 17th, 2022
SUBJECT: Right-of-Way Closure Request
A Portion of Tennessee Avenue

BACKGROUND:

The property owners of 627 York Avenue are requesting the right-of-way closure for an undeveloped portion of Tennessee Avenue. The applicants have recently purchased this property and stated that they are requesting this closure in order to place a driveway for the house.

This requested portion is at the intersection of Tennessee Avenue and York Avenue and appears to have been a stub that was to be used for future development. However, this area developed without the use of this stub and is now just an undeveloped grass strip that leads to the rear of property from another subdivision. Based on previous subdivisions plats, this closure request is approximately 40' wide by 57.5' in length.



RECOMMENDATION:

Since this undeveloped right-of-way stub can no longer be utilized for future development, staff recommends approval of this right-of-way closure request and Planning Commission voted in support of this request at the May 10 meeting.

ORDINANCE NO. 4712

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

{Portion of Tennessee Avenue right-of-way just east of the intersection of York Avenue, the general location being shown on the attached Exhibit A}

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

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

NOW THEREFORE:

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

Beginning at the point of intersection of Lot 17 of the Mullins Addition as shown on a plat of the same which appears of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet B Page 20, the southern boundary of the York Avenue right-of-way, and northern boundary of the Tennessee Avenue right-of-way and heading in a easterly direction 57.5 feet; Thence in a southerly direction 40 feet along the easterly boundary of the Tennessee Avenue right-of-way to the point of intersection of said right-of-way and Lot 16 of the Mullins Addition; Thence heading in a westerly direction 57.5 feet along the southern boundary of Tennessee Avenue right-of-way; Thence heading in a northerly direction 40 feet across the Tennessee Avenue right-of-way to the point of beginning.

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

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

Passed on first reading the 17th day of May 2022.

Mayor

ATTEST:

City Administrator

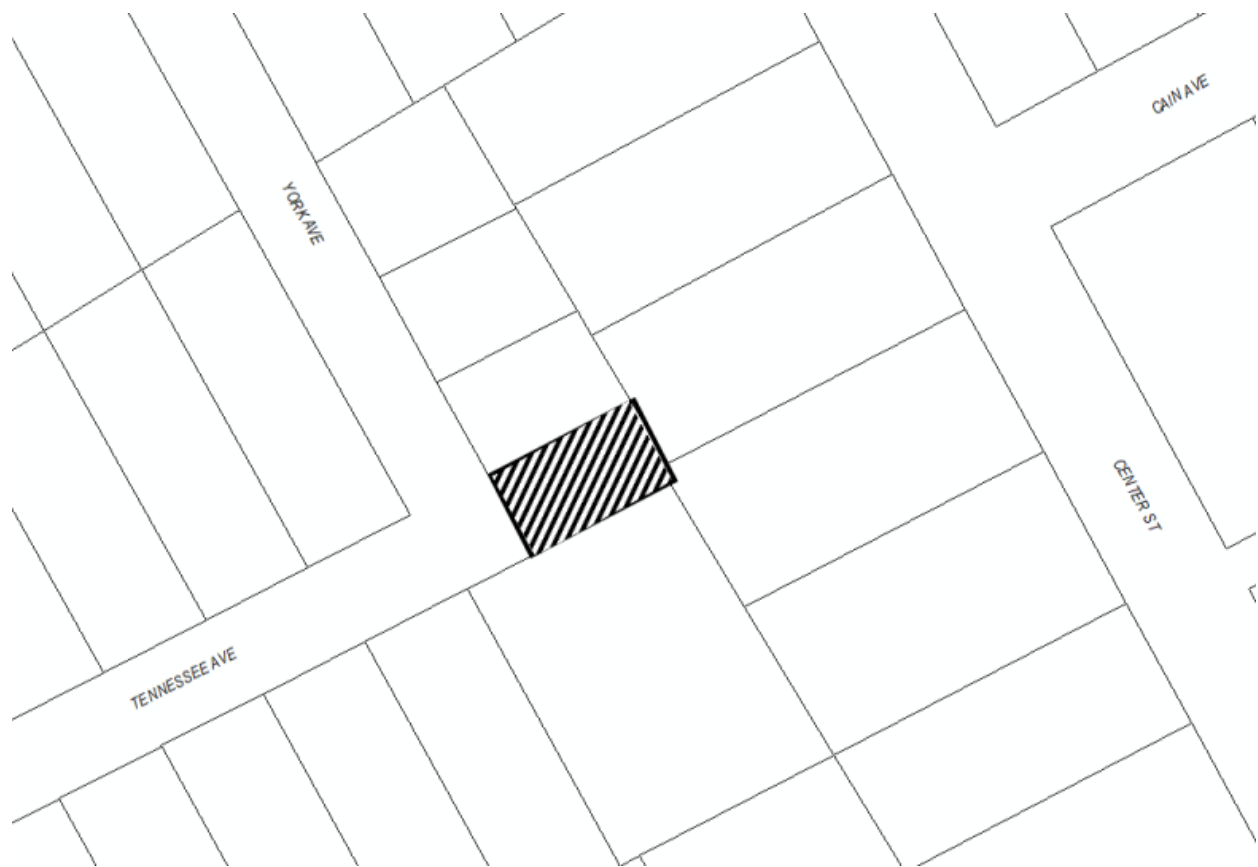
Passed on second and final reading this the 7th day of June 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



RESOLUTION NO. 2022-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE TO ENTER INTO CONTRACT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CONSTRUCTION OF AN INDUSTRIAL ACCESS HIGHWAY UNDER THE INDUSTRIAL HIGHWAY ACT OF 1959.

WHEREAS, the City of Morristown, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development, and

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of the City of Morristown, and

WHEREAS, the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, the City of Morristown will be responsible for all maintenance of the proposed industrial access roadway upon completion of this project, and

WHEREAS, a national firm plans to construct a manufacturing facility in the City of Morristown, and

WHEREAS, the construction of an industrial access road to serve businesses in the East Tennessee Progress Center is necessary and vital to the successful completion of future projects and the future economic well-being of this area.

NOW, THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.

Adopted this day of June 7, 2022

Mayor

ATTEST:

City Administrator, Anthony Cox

Budget Ordinance

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND
ENDING JUNE 30, 2023

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Mayor and City Council have published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Council will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2023, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Local Taxes	\$ 37,125,219	\$ 37,179,391	\$ 36,590,340
Licenses And Permits	1,046,518	1,315,680	1,053,500
Intergovernmental	7,352,218	6,912,046	8,063,732
Charges For Services	57,649	108,347	93,500
Fines And Forfeitures	382,065	343,408	332,300
Uses of Money and Property	783,860	402,920	368,887
Other Financing Sources			
Transfers In - from other funds (PILOT)	-	-	-
Total Revenues and Other Financing Sources	\$ 46,747,529	\$ 46,261,792	\$ 46,502,259
Appropriations			
Expenditures			
Mayor & Council	\$ 210,259	\$ 319,260	\$ 343,739
Council Elections	21,762	-	24,000
City Administrator	823,618	803,261	970,655
Finance	1,008,634	1,016,703	1,105,259
Purchasing	68,570	66,521	74,235
Computer Operations	315,196	308,525	297,104
Human Resources	142,173	149,374	174,939
Risk Management	180,416	183,062	200,602
Legal Services	76,974	97,133	100,000
Court Administration	66,389	87,275	105,120
Community & Economic Affairs	366,657	434,589	556,291
Codes Enforcement	189,443	232,267	232,552
Community Development Administration	209,593	311,299	977,770
Engineering	335,026	269,753	248,894
GIS	269,012	259,547	285,202
Inspections	498,755	462,026	601,831
Police Department	8,390,994	8,566,396	10,229,415
Fire Department	8,585,037	9,321,793	9,387,222
Public Works	6,930,008	9,033,102	8,932,571
Parks & Recreation	2,119,994	2,231,977	2,627,112
Natural Resource Maintenance	256,222	370,360	362,023
Special Appropriations	1,424,166	1,565,862	1,523,880
Social Services	218,019	241,000	250,000
Airport	269,729	189,853	522,010
Retiree Health Insurance	524,572	493,749	550,000
Debt Service Principal & Interest	5,081,594	5,091,125	5,091,000
Other Financing Uses			
Transfers Out - to other funds	-	750,000	6,361,000
Total Appropriations	\$ 38,582,812	\$ 42,855,812	\$ 52,134,426
Change in Fund Balance (Revenues - Appropriations)	8,164,717	3,405,980	(5,632,167)
Beginning Fund Balance July 1	24,887,031	33,051,748	36,457,728
Ending Fund Balance June 30	\$ 33,051,748	\$ 36,457,728	\$ 30,825,561
Ending Fund Balance as a % of Total Appropriations	85.7%	85.1%	59.1%

Debt Service paid from General Fund

Debt Management

49100-711	Note Principal Paid	\$ 309,375	\$ 309,375	\$ 309,375
49100-731	Note Interest Paid	22,306	15,933	9,559
49100-711	Bond Principal Paid	2,360,376	2,483,224	2,606,642
49100-731	Bond Interest Paid	2,387,500	2,280,593	2,160,424
49100-798	Paying Agent Fees	2,037	2,000	5,000
Total Annual Debt Service Payments		\$ 5,081,594	\$ 5,091,125	\$ 5,091,000

LAMTPO FUND		Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues				
City Revenues		\$ 32,915	\$ 36,436	\$ 40,000
State Grants		\$ 2,420	\$ -	\$ -
Transportation Planning Reimbursement		\$ 131,669	\$ 168,413	\$ 193,642
Other Financing Sources				
Transfers In		-	-	-
Total Revenues and Other Financing Sources		\$ 167,004	\$ 204,849	\$ 233,642
Appropriations				
Transportation Planning Administration		\$ 188,783	\$ 142,321	\$ 234,507
Total Appropriations		\$ 188,783	\$ 142,321	\$ 234,507
Change in Fund Balance (Revenues - Appropriations)		(21,779)	62,528	(865)
Beginning Net Position July 1		299,288	277,509	340,037
Ending Net Position June 30		\$ 277,509	\$ 340,037	\$ 339,172
Ending Net Position as a % of Appropriations		147.0%	238.9%	144.6%

SOLID WASTE FUND		Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues				
Solid Waste Fees		\$ 2,146,382	\$ 2,011,651	\$ 2,104,620
Other Financing Sources				
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 2,146,382	\$ 2,011,651	\$ 2,104,620
Appropriations				
Sanitation		\$ 1,491,953	\$ 2,359,205	\$ 1,294,024
Recycling		\$ 237,387	\$ 219,989	\$ 635,027
Debt Service		31,237	31,013	30,892
Total Appropriations		\$ 1,760,577	\$ 2,610,207	\$ 1,959,943
Change in Fund Balance (Revenues - Appropriations)		385,805	(598,556)	144,677
Beginning Fund Balance July 1		1,073,197	1,459,002	860,446
Ending Fund Balance June 30		\$ 1,459,002	\$ 860,446	\$ 1,005,123
Ending Fund Balance as a % of Total Appropriations		82.9%	33.0%	51.3%

DRUG FUND	Estimated		
	Actual FY 2021	Actual FY 2022	Budget FY 2023
Revenues			
Fines And Forfeitures	\$ 107,966	\$ 52,720	\$ 45,000
Other	66,154	13,997	-
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 174,120	\$ 66,717	\$ 45,000
Appropriations			
Drug Enforcement	\$ 211,249	\$ 119,519	\$ 154,110
Total Appropriations	\$ 211,249	\$ 119,519	\$ 154,110
Change in Fund Balance (Revenues - Appropriations)	(37,129)	(52,802)	(109,110)
Beginning Fund Balance July 1	296,382	259,253	206,451
Ending Fund Balance June 30	\$ 259,253	\$ 206,451	\$ 97,341
Ending Fund Balance as a % of Appropriations	122.7%	172.7%	63.2%

STORMWATER FUND	Estimated		
	Actual FY 2021	Actual FY 2022	Budget FY 2023
Operating Revenues			
Stormwater Utility Fees	\$ 1,376,094	\$ 1,351,126	\$ 1,459,780
Miscellaneous Other Fees	22	26,845	-
Non-Operating Revenues, Grants, Contributions, & Transfers In			
Investment Income	878	204	600
Transfers In - from other funds	-	-	1,367,424
Total Revenues	\$ 1,376,994	\$ 1,378,175	\$ 2,827,804
Appropriations			
Operating Expenses			
Drain Way Maintenance	\$ 766,132	\$ 1,393,926	\$ 2,290,858
Stormwater Management	316,871	273,112	361,808
Other	-	-	-
Depreciation	350,071	336,372	445,000
Non-Operating Expenses and Transfers Out			
Debt Service	77,883	391,999	303,185
Transfers Out	-	-	-
Total Appropriations	\$ 1,510,957	\$ 2,395,409	\$ 3,400,851
Change in Net Position (Revenues - Appropriations)	(133,963)	(1,017,234)	(573,047)
Beginning Net Position July 1	5,097,669	4,963,706	3,946,472
Ending Net Position June 30	\$ 4,963,706	\$ 3,946,472	\$ 3,373,425
Ending Net Position as a % of Appropriations	328.5%	164.8%	99.2%

Debt Service to be Paid Out of Stormwater Fund

Debt Management				
49190-711	Bond Principal Paid	\$	-	\$ 276,981 \$ 243,195
49190-731	Bond Interest Paid		77,883	114,904 59,870
49190-798	Paying Agent Fees		-	114 120
Total Annual Debt Service Payments	Annual Debt Service Payments	\$	77,883	\$ 391,999 \$ 303,185

E-CITATION FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
E-Citation Fees	\$ 10,176	\$ 9,900	\$ -
Other Financing Sources			
Transfers In - from other funds	-	247,506	-
Total Revenues and Other Financing Sources	\$ 10,176	\$ 257,406	\$ -
Appropriations			
Other Public Safety	\$ -	\$ -	\$ 314,621
Total Appropriations	\$ -	\$ -	\$ 314,621
Change in Fund Balance (Revenues - Appropriations)	10,176	257,406	(314,621)
Beginning Fund Balance July 1	47,039	57,215	314,621
Ending Fund Balance June 30	\$ 57,215	\$ 314,621	\$ -
Ending Fund Balance as a % of Appropriations	0.0%	0.0%	0.0%

AMERICAN RESCUE PLAN GRANT FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Intergovernmental	\$ 4,117,242	\$ 4,117,242	\$ 4,850,402
Other	355	4,100	1,000
Total Revenues and Other Financing Sources	\$ 4,117,597	\$ 4,121,342	\$ 4,851,402
Appropriations			
Expenditures			
Public Safety Projects	\$ -	\$ 3,070,949	\$ -
General Government Projects		\$ 799,385	
Social, Cultural & Recreation Projects	-	-	600,500
Public Utility Projects	-	386,363	4,000,000
Highway & Streets Projects	-	-	2,300,000
Other Financing Uses			
Transfers Out - to other funds	-	247,506	1,367,424
Total Appropriations	\$ -	\$ 4,504,203	\$ 8,267,924
Change in Fund Balance (Revenues - Appropriations)	4,117,597	(382,861)	(3,416,522)
Beginning Fund Balance July 1	-	4,117,597	3,734,736
Ending Fund Balance June 30	\$ 4,117,597	\$ 3,734,736	\$ 318,214
Ending Fund Balance as a % of Total Appropriations	0.0%	82.9%	3.8%

MORRISTOWN LANDING OPERATIONS FUND	Actual FY 2021	Estimated Actual FY 2022	Budget FY 2023
Revenues			
Recreation Fees	\$ -	\$ -	\$ -
Other	-	-	-
Other Financing Sources			
Transfers In - from other funds	-	750,000	601,000
Total Revenues and Other Financing Sources	\$ -	\$ 750,000	\$ 601,000
Appropriations			
Other Social, Cultural and Recreational	\$ -	\$ 230,000	\$ 1,121,000
Total Appropriations	\$ -	\$ 230,000	\$ 1,121,000
Change in Fund Balance (Revenues - Appropriations)	-	520,000	(520,000)
Beginning Fund Balance July 1	-	-	520,000
Ending Fund Balance June 30	\$ -	\$ 520,000	\$ -
Ending Fund Balance as a % of Appropriations	0.0%	226.1%	0.0%

SECTION 2: At the end of the fiscal year 2022, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2022
General Fund	\$ 36,457,728
E-Citation Fund	314,621
ARP Grant Fund	3,734,736
Morristown Landing Operations Fund	520,000
Drug Fund	206,451
LAMTPO Fund	340,037
Solid Waste Fund	860,446
Stormwater Fund	3,946,472

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2022	FY2023 Principal Payment	FY2023 Interest Payment
Bonds				
General Obligation Bonds Series 2017	\$ -	\$ 8,195,000	\$ 305,000	\$ 268,463
General Obligation Bonds Series 2018	\$ -	\$ 14,915,000	\$ 1,235,000	\$ 627,350
General Obligation Bonds Series 2019	\$ -	\$ 35,470,000	\$ 955,000	\$ 1,217,738
General Obligation Bonds Series 2021A	\$ -	\$ 2,925,000	\$ 240,000	\$ 58,500
Loan Agreements				
Tennessee Local Government Loan Program Series	\$ -	\$ 1,884,580	\$ 121,227	\$ 50,983
Notes				
Capital Outlay Note Series 2011	\$ -	\$ 660,000	\$ 330,000	\$ 10,197

SECTION 4: During the coming fiscal year (2023) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Morristown Landing	\$ 14,415,333	\$ -	\$ 14,415,333
Thompson Creek Road Phase II	\$ 5,000,000	\$ 5,000,000	\$ -
Stormwater / Public Utility Projects	\$ 5,367,424	\$ 5,367,424	\$ -
Street Projects	\$ 2,300,000	\$ 2,300,000	\$ -
Public Safety Projects	\$ 760,000	\$ 760,000	\$ -
Parks & Recreation Projects	\$ 600,500	\$ 600,500	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set by the Mayor and City Council pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$1.40 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2022, the public welfare requiring it.

Passed 1st Reading: _____

Passed 2nd Reading: _____

Mayor

ATTESTED:

City Administrator

SEAL

APPROPRIATION ORDINANCE

Ordinance Number:

3689.05

TO AMEND ORDINANCE NUMBER 3689, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 NECESSARY TO APPROPRIATE ADDITIONAL FUNDS IN THE AMOUNT \$16,885 FOR THE JAG GRANT, \$629,300 FOR THE APPROPRIATION OF REVENUES EXCEEDING ESTIMATES, THE APPROPRIATION OF AMERICAN RESCUE PLAN ACT GRANT FUNDS FOR PROJECTS PREVIOUSLY APPROVED. A TRANSFER OF FUNDS TO THE GENERAL CAPITAL PROJECT FUND FOR THE RESURFACING OF THE TENNIS COURTS. AND A DECREASE TO APPROPRIATIONS RELATING TO THE TIMING OF AIRPORT PROJECTS.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3689 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2021-2022 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE OR FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	110.33585	TDOT Airport Grants		\$ 300,000		
General (#110)	Airport	48100-999	Other Capital Outlay				\$ 300,000
General (#110)	Revenue	110-31920	Hotel/Motel Tax	\$160,800			
General (#110)	Special Appropriations	81000-616	Economic Development			\$ 160,800	
General (#110)	Revenue	110-33604	Department of Justice Grants	\$16,885			
General (#110)	Police Administration	42110-805	DOJ JAG Grant			\$ 16,885	
General (#110)	Revenue	110-31600	Local Option Sales Tax	\$468,500			
General (#110)	Information Technology	41640-355	Computer/Data Processing			\$ 33,000	
General (#110)	Planning	41700-915	Loss on Disposal of Property			\$ 52,000	
General (#110)	Patrol	42120-431	Gasoline & Diesel Fuel			\$ 31,000	
General (#110)	Fire Administration	42210-111	Wages			\$ 42,000	
General (#110)	Fire Administration	42210-431	Gasoline & Diesel Fuel			\$ 8,000	
General (#110)	Fire Administration	42210-361	Repair & Maintenance Vehicles			\$ 20,000	
General (#110)	Firefighting	42240-112	Overtime			\$ 30,000	
General (#110)	Firefighting	42240-362	Repair & Maintenance Operations Equipment			\$ 40,000	
General (#110)	Firefighting	42240-378	Education Seminars & Training			\$ 35,500	
General (#110)	Firefighting	42240-431	Gasoline & Diesel Fuel			\$ 10,000	
General (#110)	Facilities Maintenance	43120-364	Repair & Maintenance Buildings & Grounds			\$ 59,000	
General (#110)	Street Repairs & Maintenance	43140-431	Gasoline & Diesel Fuel			\$ 30,000	
General (#110)	Brush & Bulk	43160-431	Gasoline & Diesel Fuel			\$ 33,000	
General (#110)	Parks & Rec Administration	44410-111	Wages			\$ 25,000	
General (#110)	Special Appropriations	81000-619	Emergency Management Agency			\$ 20,000	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE OR FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
ARPA (#122)	ARPA Grant	58831-939	Other Improvements			\$ 4,302,326	
ARPA (#122)	Fund Balance	122-22111	ARPA Grant		\$ 3,924,777		
ARPA (#122)	Revenue	122-44990	Other Local Revenue	\$377,549			
ARPA (#122)	Transfers	99200-590	Transfers to Other Funds (E-Citation)			\$ 247,506	
ARPA (#122)	Fund Balance	122-22111	Restricted ARPA Grant		\$ 247,506		
E-Citation (#121)	Other Public Safety	42124-999	Other Capital Outlay			\$ 247,506	
E-Citation (#121)	Transfers	121-49800	Transfers In		\$ 247,506		
General (#110)	Fund Balance	110-26446	Assigned Fund Balance Council Contingency		\$ 35,365		
General (#110)	Mayor & City Council	41100-804	Council Contingency				\$ 82,115
General (#110)	Transfers	92000-639	Transfers to Capital Projects Fund			\$ 117,480	
Solid Waste (#435)	Sanitation Department	43210-431	Gasoline			\$ 17,000	
Solid Waste (#435)	Recycle	44500-431	Gasoline			\$ 3,000	
Solid Waste (#435)	Fund Balance	435-26230	Committed for Public Health & Welfare		\$ 20,000		
			Totals	\$ 1,023,734	\$ 4,775,154	\$ 5,581,003	\$ 382,115

PASSED ON FIRST READING THIS 7th DAY OF JUNE 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF JUNE 2022

Mayor Signature

ATTEST:

City Administrator Signature



Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Approve the Amendment to the Agreement with Tyler Technologies, Inc. to allow for the purchase of Tyler Cashiering and Tyler Payments functions, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Tyler Cashiering and Payments programs

Background: Payments for fines and for planning functions are disjointed from finance's recordkeeping, requiring extra steps. Additionally, the city's current approach to credit card processing (\$2.50 flat fee per transaction) results in the city bearing an inequitable share of many processing fees – and processing fees cumulatively.

Findings/Current Activity: The Cashiering and Payment programs will integrate the various Tyler Technologies products, creating a more seamless experience for both finance staff and for customers at the point of transaction. Additionally, a shift in process to pass along processing fees will be an ongoing savings to the city.

Financial Impact:

Initial cost:	\$ 23,166	
Recurring:	\$ 6,090	Recurring costs, beginning in year 2.

Action options/Recommendations: Approve the Amendment.

Attachment: Amendment and Quotes.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Morristown, Tennessee, with offices at 100 W. 1st North Street, Morristown, Tennessee 37816 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated August 17, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotations attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of July 1, 2022 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$5,550, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2022, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
 - b. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit 1 and may be increased by Tyler upon notice of no less than thirty (30) days.
 - c. Fees for Hardware are due on delivery of the respective Hardware.
 - d. Fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
 - e. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. Tyler will perform the services set forth in the Investment Summary in accordance with the Statement of Work attached hereto as Exhibit 2.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Morristown, Tennessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Justin Almy
 Quote Expiration: 10/18/22
 Quote Name: City of Morristown, TN -ERP- Tyler Payments
 Quote Description: Payments Munis and EnerGov

Sales Quotation For:

City of Morristown
 Suite 100
 100 W 1st North Street
 Morristown TN 37814-4606
 Phone: +1 (423) 585-4607

Transaction Fees

Description

Enterprise ERP Payments
 Enterprise ERP Payments POS
 Enterprise Permitting & Licensing Payments
 Enterprise Permitting & Licensing Payments POS

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit		Total
					Maint/SaaS	Maint/SaaS Discount	
Payments Lane 5000 Annual Terminal Purchase	3	\$ 529.00	\$ 0.00	\$ 1,587.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 540.00
TOTAL				\$ 1,587.00			\$ 540.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 1,587.00	\$ 540.00
Summary Total	\$ 1,587.00	\$ 540.00
Contract Total	\$ 2,127.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Scope of Services	
<u>Payments Scope for Enterprise ERP and Enterprise Permitting & Licensing:</u> <ul style="list-style-type: none"> Enterprise ERP – online and over the counter <ul style="list-style-type: none"> Business License General Bills & Miscellaneous State Tax Enterprise Permitting and Licensing – online and over the counter <ul style="list-style-type: none"> Permitting Planning Code Enforcement & Requests 	
Payer Electronic Payment Costs	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions.	3.75% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Client Electronic Payment Costs	
If absorbing the transaction costs	
<u>Client Card Cost</u> – Interchange Plus – per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.	0.50% + \$0.50
<u>Client eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$396 (annual recurring) Lane 5000 : \$456 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee) Lane 5000 : \$529 (one-time fee) Plus \$180 Device Annual Support
<u>IVR for Enterprise ERP</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50



Quoted By: Justin Almy
 Quote Expiration: 09/04/22
 Quote Name: City of Morristown, TN -ERP- Tyler
 Quote Description: Cashiering
 Saas Term: 1.00

Sales Quotation For:

City of Morristown
 Suite 100
 100 W 1st North Street
 Morristown TN 37814-4606
 Phone: +1 (423) 585-4607

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue Management			
Cashiering	1	40	\$ 5,550.00
TOTAL		40	\$ 5,550.00

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	8	\$ 175.00	\$ 1,400.00	\$ 0.00
Remote Implementation	40	\$ 175.00	\$ 7,000.00	\$ 0.00
TOTAL			\$ 8,400.00	\$ 0.00

3rd Party Hardware, Software and Services

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CONFIDENTIAL

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Description	Qty	Unit Price	Unit Discount	Total Price	Unit		Total
					Maint/SaaS	Maint/SaaS Discount	
Cash Drawer	3	\$ 260.00	\$ 0.00	\$ 780.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	3	\$ 450.00	\$ 0.00	\$ 1,350.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	3	\$ 30.00	\$ 0.00	\$ 90.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	3	\$ 1,623.00	\$ 0.00	\$ 4,869.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 7,089.00			\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 5,550.00
Total Tyler Services	\$ 8,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 7,089.00	\$ 0.00
Summary Total	\$ 15,489.00	\$ 5,550.00
Contract Total	\$ 21,039.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars



Quoted By:
Quote Expiration:
Quote Name:

Paul Rex
11/09/22
CT-Tyler Payments

Sales Quotation For:

City of Morristown
Suite 100
100 W 1st North Street
Morristown TN 37814-4606

Tyler Fees per Transaction

Description		Net Unit Price
Tyler One		
Payments		
Municipal Justice Payments		\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Services		
Summary Total		\$ 0
Contract Total	\$ 0	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: <ul style="list-style-type: none"> Court: Online and In Person 	3.75% \$2.50 minimum
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee per device) Lane 5000 : \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee



Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Approve the Service Agreement with Tyler Technologies, Inc. for licensing and service providing an electronic citation program, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: MPD E-Citations

Background: The police department made a presentation regarding this functionality/program earlier this year during a City Council work session, and the City Council included it in the lineup of projects to be undertaken with ARPA funds.

Findings/Current Activity: n/a

Financial Impact: Initial cost will be covered first by monies collected in the E-Citations fund and second by ARPA funds. Additional e-citation fees may be received through August of this year and will also be applied. Initial costs include software, services, hardware, configuration, and estimated travel. Recurring costs, beginning in year 2 are general fund obligations.

Initial cost: \$ 243,932

Recurring: \$ 12,600

Action options/Recommendations: Approve the Service Agreement.

Attachment: Service Agreement and quote



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Morristown, Tennessee.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Hosting Services”** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for

the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.
2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:
 - (i) receive the lowest priority under our Support Call Process;

- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in

accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. Hosting Services are provided on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a

justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the

Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort

to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings,

and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or

- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|-------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |
| | Schedule 2: Support Call Process |
| Exhibit D | Statement of Work |

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

CITY OF MORRISTOWN, TENNESSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Morristown
P.O. Box 1283
Morristown, TN 37816
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY FOR:
City of Morristown Police Department, TN

PRESENTED BY:
Mark Lepley

4/14/2022





INVESTMENT SUMMARY

Tyler Software	\$ 45,000
Services	\$ 25,500
Third-Party Products	\$ 171,932
Other Cost	\$ 0
Travel	\$ 1,500
Total One-Time Cost	\$ 243,932
Annual Recurring Fees/SaaS	\$ 3,150
Tyler Software Maintenance	\$ 9,450



Quoted By: Mark Lepley
 Quote Expiration: 6/30/22
 Quote Name: Brazos eCitation - 60 Zebra TC77 Devices

Sales Quotation For:

City of Morristown Police Department
 PO Box 1283
 Morristown, TN 37816-1283
 Phone: +1 (423) 585-2710

Shipping Address:

City of Morristown Police Department
 PO Box 1283

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enforcement Mobile				
License				
REF License - PDA [60]	\$ 45,000	\$ 0	\$ 45,000	\$ 9,450
Total	\$ 45,000	\$ 0	\$ 45,000	\$ 9,450
Interface				
Interface: Records Pro	\$ 0	\$ 0	\$ 0	\$ 0
CMS - Municipal Justice	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL	\$ 45,000	\$ 0	\$ 45,000	\$ 9,450

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				

Hosting Fee					
Hosting Fee		\$ 1	\$ 3,150	\$ 0	\$ 3,150
TOTAL					\$ 3,150

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Training	1	\$ 3,000	\$ 0	\$ 3,000	\$ 0
Set Up & Config	1	\$ 19,500	\$ 0	\$ 19,500	\$ 0
Project Management	1	\$ 3,000	\$ 0	\$ 3,000	\$ 0
TOTAL				\$ 25,500	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
PA-CR-002A / Brother, Acc-Printer, RJ4200 Series, Docking/Mounting Station w Power and USB connectivity	60	\$ 178	\$ 10,680	\$ 0	\$ 0
TC77HL-5ME24BG-FT / Zebra EVM, HH, TC77, TAA Compliant, supports GSM + Verizon	60	\$ 1,615	\$ 96,900	\$ 0	\$ 0
Z1AE-TC77XX-3C00 / Zebra EVM, Warranty, TC77, 3 year	60	\$ 325	\$ 19,500	\$ 0	\$ 0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	12	\$ 478	\$ 5,736	\$ 0	\$ 0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	12	\$ 21	\$ 252	\$ 0	\$ 0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	12	\$ 68	\$ 816	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	12	\$ 12	\$ 144	\$ 0	\$ 0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	20	\$ 33	\$ 660	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	60	\$ 586	\$ 35,160	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	60	\$ 30	\$ 1,800	\$ 0	\$ 0

RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	2	\$ 142	\$ 284	\$ 0	\$ 0
TOTAL			\$ 171,932		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 45,000	\$ 9,450
Total Annual	\$ 0	\$ 3,150
Total Tyler Services	\$ 25,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 171,932	\$ 0
Summary Total	\$ 242,432	\$ 12,600
Travel	\$ 1,500	

Optional Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Subscription License Fees				
Real Time Query - Message Switch - handheld PDA [60]	60	\$ 200	\$ 0	\$ 12,000
TOTAL				\$ 12,000

Optional Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Real Time Query - Message Switch - Setup & Configuration	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0

TOTAL

\$ 4,500

\$ 0

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Quote includes the following:

- Annual maintenance and hosting fees waived in year 1
- Brazos PDA configuration
- Brazos licenses (60 TC77 devices)
- Brazos administration website (Unlimited users)
- Traffic/Local citations
- Parking citations (Standard eParking)
- Warning citations
- RMS interface (Tyler Incode Public Safety)
- Court interface (Tyler Incode)
- Hardware (PDA's, thermal printers and accessories)
- All related services to manage, implement and train-the-trainers

Optional Software/Services:

- Brazos message switch (State/NCIC returns)
- Brazos message switch set up



Exhibit B

Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon delivery of the Tyler Software.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

2.1 *Professional Services:* Professional services are billed as delivered and invoiced as incurred.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Hosting Fees. Year 1 hosting fees for the Tyler Software identified in the Investment Summary are waived for one (1) year from the Effective Date. Subsequent hosting fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware and Third Party Warranties:* Costs for Third Party Hardware and, if applicable, any third party warranties identified in the Investment Summary are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle

100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle
------	------	---

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 2 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Acknowledge proposals received for Towing Services on May 17, 2022, and authorize the City Administrator to establish and execute an agreement with Casper's Body Shop & Wrecker Service LLC on the basis of the advertised RFP and the pricing presented in the company's proposal.

Prepared By: Andrew Ellard

Subject: Towing Services for Police Department and other City Departments

Background: The PD – and occasionally other city departments – have need to tow city vehicles to repair businesses or to the city public works facility for repair. After hours, the PD occasionally requires flat tire service.

Findings/Current Activity: The recommended towing company has been determined to be qualified, to have acceptable capacity to serve the city, to be accessible upon call, and to have an agreeable pricing structure.

Financial Impact: Services are rendered as needed and are not anticipated to be different than the city has experienced in recent history.

Action options/Recommendations: Authorize an agreement with the recommended company.

Attachment: Scoring summary from RFP review.

City of Morristown
Office of Finance and Purchasing
Towing Services RFP
Tuesday, May 17, 2022
2:00 PM

Criteria	Casper's Body Shop & Wrecker Service	Malone Wrecker	Sunset Service Center & Towing
Statement of Qualifications <i>(Point Value: 10 Points)</i>	10	8.5	6.25
Availability <i>(Point Value: 20 Points)</i>	18.75	16.25	15
Capacity <i>(Point Value: 20 Points)</i>	17.5	18.75	11.25
Compensation: <i>(Point Value: 50 Points)</i>	50	32.5	15
Total Points: <i>(100 points maximum)</i>	96.25	76	47.5



Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Acknowledge purchase order 22002550 to purchase eight (8) Police Department vehicles under state contract, as budgeted.

Prepared By: Andrew Ellard

Subject: Police Department vehicle purchase – FY 2022

Background: Budget in FY 2022 calls for regular replacement vehicle purchases in Patrol, Investigations, and Narcotics.

Findings/Current Activity: This purchase through Lonnie Cobb Ford (Henderson, TN) strictly covers the purchase of these vehicles. Upfitting, striping, and equipping will be procured separately.

Financial Impact:	Patrol	\$168,470	5 (4 Patrol, 1 K-9)
	Investigation	\$30,051	1
	Narcotics	\$71,578	2

Action options/Recommendations: Acknowledge P.O.

Attachment: None



Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Authorize the City Administrator to execute a work authorization with Rummel, Klepper & Kahl, LLP for engineering services related to Phase 5 of the Greenway.

Prepared By: Andrew Ellard

Subject: Engineering Services

Background: The city has been awarded a multimodal grant through TDOT for the Greenway Phase 5 project. The estimated project cost is \$999,954 (\$949,956 state / \$49,998 local). RK&K was among a group of engineering firms selected by the city following an RFQ earlier this year to be available for such work as it comes available.

Findings/Current Activity: Staff has determined that RK&K has the qualifications and capacity to perform the work related to this project including preliminary engineering, environmental review, design, and construction administration services.

Financial Impact: The services outlined in this task order amount to \$177,255. This project, including engineering services are expected to overlap from FY 23 to FY 24.

Action options/Recommendations: Authorize.

Attachment: Work Authorization.

June 1, 2022

Andrew Ellard
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814

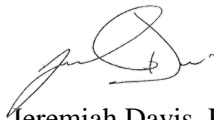
Dear Andrew:

Rummel, Klepper and Kahl, LLP (RK&K) is pleased to submit the attached scope of work and fee for the subject project for your review and approval. The scope and fee are based on our current understanding of the project which includes a 10' multiuse path along SR 343 (N. Cumberland St./Buffalo Trail Roadway) starting at Freddie Kyle Trailhead, traversing northward on the western side of SR 343 (N. Cumberland St.). Then traversing eastward, crossing SR 343 to the east side of SR 343, to connect to Heritage Park and traversing northward on the eastern side of SR 343 to Davis Street intersection (see attached exhibit A). We based our estimate on the multiuse path being new sidewalk, replacement and/or repair of existing sidewalk where possible as well as crosswalks, signage and pedestrian signals. The facilities will meet ADA requirements and included upgrading existing facilities.

All work will be completed per the Tennessee Department of Transportation (TDOT) Local Government Guidelines (LGG) and City of Morristown and TDOT design standards for these type facilities. Our estimate includes providing NEPA/Environmental services, preliminary through final design and development of construction plans, bidding assistance and construction support to respond to contractor questions and Request for Information (RFI's) during construction. It also includes surveying and limited geotechnical investigation for select locations along the proposed route. Our estimate does not include Construction Engineering and Inspection (CEI) services.

As you review the scope and fee, please do not hesitate to contact me with questions and/or clarifications of the scope of work and fee.

Sincerely,
Rummel, Klepper & Kahl, LLP



Jeremiah Davis, PE
Project Manager

Enclosure:
Exhibits A (scope of work), B (fee estimate), C (project location)

cc: Steven Field, PE

I. PROJECT DESCRIPTION

Rummel, Klepper & Kahl, LLP (RK&K) will lead a team of consultants to provide the engineering and environmental services required for the completion of the Turkey Creek Greenway Trail Phase 5. Our team includes Kimley-Horn and Associates, Inc. (KHA) providing environmental NEPA planning, Survey and Mapping, LLC (SAM) providing Survey, and Engineering & Testing Solutions, LLC (ETS) providing Geotechnical Engineering and field services.

- A. **Turkey Creek Greenway Trail Phase 5** - Approximately 2,380 feet (0.45 miles) of new multiuse path along SR 343 (N. Cumberland St./Buffalo Trail Roadway) starting at Freddie Kyle Trailhead, traversing northward on the western side of SR 343 (N. Cumberland St.). Then traversing eastward, crossing SR 343 to the east side of SR 343, to connect to Heritage Park and traversing northward on the eastern side of SR 343 to Davis Street intersection. The following improvements will be included:
- a. Approximately 2,380 linear feet of multiuse path (10 feet wide) along SR 343
 - b. New and/or sidewalk repair along with ADA compliant ramps
 - c. Storm drainage design
 - d. Signing and pavement markings
 - e. Pedestrian signal and crosswalk striping

II. GENERAL REQUIREMENTS

- A. This task order will enable RK&K to provide the engineering services required to develop complete contract documents for the multiuse path construction. The final contract documents will be completed meeting TDOT and the City of Morristown (City) requirements per TDOT's Local Government Guidance manual and will include:
- a. Contract plans
 - b. Permits
 - c. Special provisions for all items
 - d. Addenda to standard specifications (if any)
 - e. Schedule of quantities and unit prices
- B. RK&K will coordinate the design and submit all pertinent data to the affected public agencies, property owners, private and public utility companies, and all developers/engineers affected by the project, as well as the City of Morristown.
- C. RK&K will be available, with no more than a five (5) workday notice, to attend meetings or make presentations at the request of the City of Morristown. The team will be responsible for preparation and reproduction of minutes and other records of all such meetings.

- D. Copies of all written correspondence between RK&K and any party pertaining specifically to the engineering design of this project shall be provided to the City of Morristown for its records within one (1) week of the receipt or sending of such correspondence.
- E. Within ten (10) days of the Notice-to-Proceed, RK&K will schedule a kickoff call with the City to discuss the project in detail, identify issues and concerns of the City, review City design requirements, and identify project milestones.

III. SCOPE OF SERVICES

RK&K's team will provide engineering and environmental services through the following tasks:

1. Preliminary Engineering for Environmental
2. Final Design
3. ROW Phase
4. Pre-Construction
5. Construction

Our complete scope of services is provided below.

1. Preliminary Engineering for Environmental Phase

The following tasks will be performed as part of this phase:

- Development of Functional Plans
- TDOT Environmental Division Coordination
- Development of a Purpose and Need
- Agency Coordination
- Environmental Technical Studies
 - The following assumptions have been made based on our understanding of the project:
 1. Only desktop reviews will be required for Ecology and no Ecology Boundaries Report (EBR) or Protected Bat Survey will be required.
 2. Floodplains and floodways in the project area will be identified only through review of National Flood Insurance Rate Maps (FIRMs).
 3. A "Notice of Intent to Pursue an Exception Under Section 4(f) will be prepared for potential impacts to the Turkey Creek Greenway in the project area and a Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, nor an Individual Section 4(f) Evaluation will be required.
 4. An Assessment of Effects for Historic Properties Report and Phase I Archaeological Survey will not be required.
 5. Only a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project and no Phase I or Phase II Environmental Assessment nor a Asbestos Contain Materials survey will be required.
 6. Complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The EJ analysis will be limited to desktop

research only and will be documented in an EJ Memorandum and no fieldwork will be completed.

7. The TDOT Environmental Division will be responsible for providing the following environmental technical information:
 - Air Quality
 - Noise
 - Native American Consultation
 - Documentation preparation and approval for a D-List Categorical Exclusion (D-List CE).

2. Final Design Phase

The following tasks will be performed as part of this phase:

- Project Survey
- Develop Preliminary Plans
- Geotechnical Investigations and Engineering
- Public Involvement per TDOT Level One requirements
- Preparation of ROW field Review plans
- Develop Final Design
- Assist the City with initial Utility Coordination with all utility owners
- Assist the City with initial ROW Coordination with property owners
- Develop Final ROW Plans
- Permit application and sketches
- Preliminary construction estimates

Surveys and Right-of-Way Plats

The following tasks will be performed as part of the survey and right-of-way scope of work:

- Complete field-run topographic survey of the project area
- Process and adjust field data
- Develop topographical survey drawings and DTM
- Merge topographical survey and DTM into master topography drawing

Right-of-Way & Easement Plat Preparation: RK&K and SAM will perform records research, prepare a property deed mosaic, locate existing property markers in the field, and perform computations to set the adjacent ROW and property lines.

The project is not anticipated to require right-of-way and/or easement acquisition.

Utility Designating, Impact Assessment and Utility Relocation Coordination

RK&K will correlate utility survey information with existing utility records obtained from the utility owners. The project team will assess potential utility impacts and coordinate the utility information with the proposed design to determine potential impacts, opportunities, constraints, modifications and/or relocations required for project implementation.

Geotechnical Investigation and Engineering:

The following tasks will be performed, as required, as part of the geotechnical scope

- Four (4) soil test borings at locations determined by the engineer. At this time, the only identified location is in the area of the proposed retaining wall.
- A report will be developed with conclusions and recommendations including review of subsurface soil conditions, foundation recommendations, site preparation recommendations and retaining wall recommendations and design parameters.

Multiuse Path Design

RK&K will prepare contract documents for the proposed multiuse path, including plans, specifications and a cost estimate. design documents will be based on utility and environmental information to minimize impacts and provide a comfortable and safe pathway that meets applicable engineering standards including AASHTO, TDOT Standard Drawings and ADA Standards.

The plans for the proposed improvements will be prepared in accordance with the *Tennessee Department of Transportation, the 2018 AASHTO A Policy on the Geometric Design of Highways and Streets, AASHTO Guide for the Development of Bicycle Facilities, and NACTO Urban Bikeway Design Guide*.

The design documents will include title sheet index and standard drawings, estimated quantities, typical sections, general, special and environmental notes, tabulated quantities, right-of-way and utility notes, property maps and owners, layout sheets with present and proposed, profiles, drainage map, EPSC plans, signing and pavement marking plans, cross-sections, traffic control plans, Geotechnical plans, and pedestrian signal plans.

Traffic Control

Maintenance of Traffic (MOT) Plans will be prepared to illustrate the phasing of construction and provide for the maintenance of traffic throughout construction. The proposed multiuse path and curb and gutter will be adjacent to the existing roadway. Access to the lane closest to the multiuse path will be necessary for forming proposed storm drainage work and forming and pouring of the proposed curb and gutter. Residences will require access to be maintained during the construction. The plans will include a detailed, workable sequence of construction for all construction and work zone activities as well as the temporary signing, pavement markings, concrete barrier, drums, barricades and other temporary traffic controls that will be required for each phase of the project. RK&K will coordinate approval for the MOT Plans with TDOT and the City of Morristown and ensure the plans are based on the Manual on Uniform Traffic Control Devices and TDOT Standards.

Storm Drainage and Erosion & Sediment Control

Sediment Control Plans and Permits: Sediment control plans will be prepared in accordance with the requirements of TDOT. RK&K will develop plans, details, phasing, specifications, and cost estimates. RK&K will also complete an NPDES permit Notification of Intent submission to Tennessee Department Environment and Conservation if required.

Drainage Final Design: Drainage design will be progressed to produce drainage profiles, plans and schedules. The design will be incorporated into the proposed multiuse path design plans and profiles.

Pavement Markings, Signing, and Pedestrian Signals

RK&K will develop signing, pavement marking, and pedestrian signal designs as part of this task. It is anticipated there will be a single pedestrian signal crossing at the point where the multiuse path crosses SR 343.

RK&K will develop plans, specifications and estimate for pedestrian signal, signing, and pavement markings. Plans will be developed in accordance with MUTCD and TDOT standards.

3. ROW Phase

- Assist the City with Utility Coordination/relocation
- Assist the City with ROW Coordination/acquisition as needed

4. Preconstruction

The following tasks will be performed as part of this phase:

- Submit final construction plans
- Submit ROW and Utility/Railroad certifications
- Conduct ROW and Construction Field Review
- Assist City with establishing construction goals
- Assist City with bidding and award of Contractor

Contract Documents and Submissions

RK&K will prepare complete contract documents for construction of the proposed improvements. Documents will include plans, specifications, estimates, and permits.

Plans: The design documents will include title sheet index and standard drawings, estimated quantities, typical sections, general, special and environmental notes, tabulated quantities, right-of-way and utility notes, property maps and owners, layout sheets with present and proposed, profiles, drainage map, EPSC plans, signing and pavement marking plans, cross-sections, traffic control plans, Geotechnical plans, and pedestrian signal plans.

Special Provisions: RK&K will prepare special provisions for any items that are not included in the latest edition of the 2021 TDOT Standard Specifications and Supplemental Specifications.

Estimate: RK&K will prepare an itemized cost estimate based on the standard pay items in the TDOT Roadway Items List and the

5. Construction Phase

The following tasks will be performed as part of this phase:

- Respond to RFIs and contractor submittals

Permitting Assumptions: The following assumption have been made regarding natural resources permitting for this project:

- No wetlands, waterways or 100-year floodplain are present within project area
- Wetland/waterway permitting and agency coordination is not required

Submissions: Submissions of contract documents will be submitted to TDOT and the appropriate agencies and utility owners for review and comment.

IV. SERVICES Not Included

The following services have not been included in the scope or fee estimate based on our project understanding and review of the project site. If required, these can be provided as additional scope items and fee.

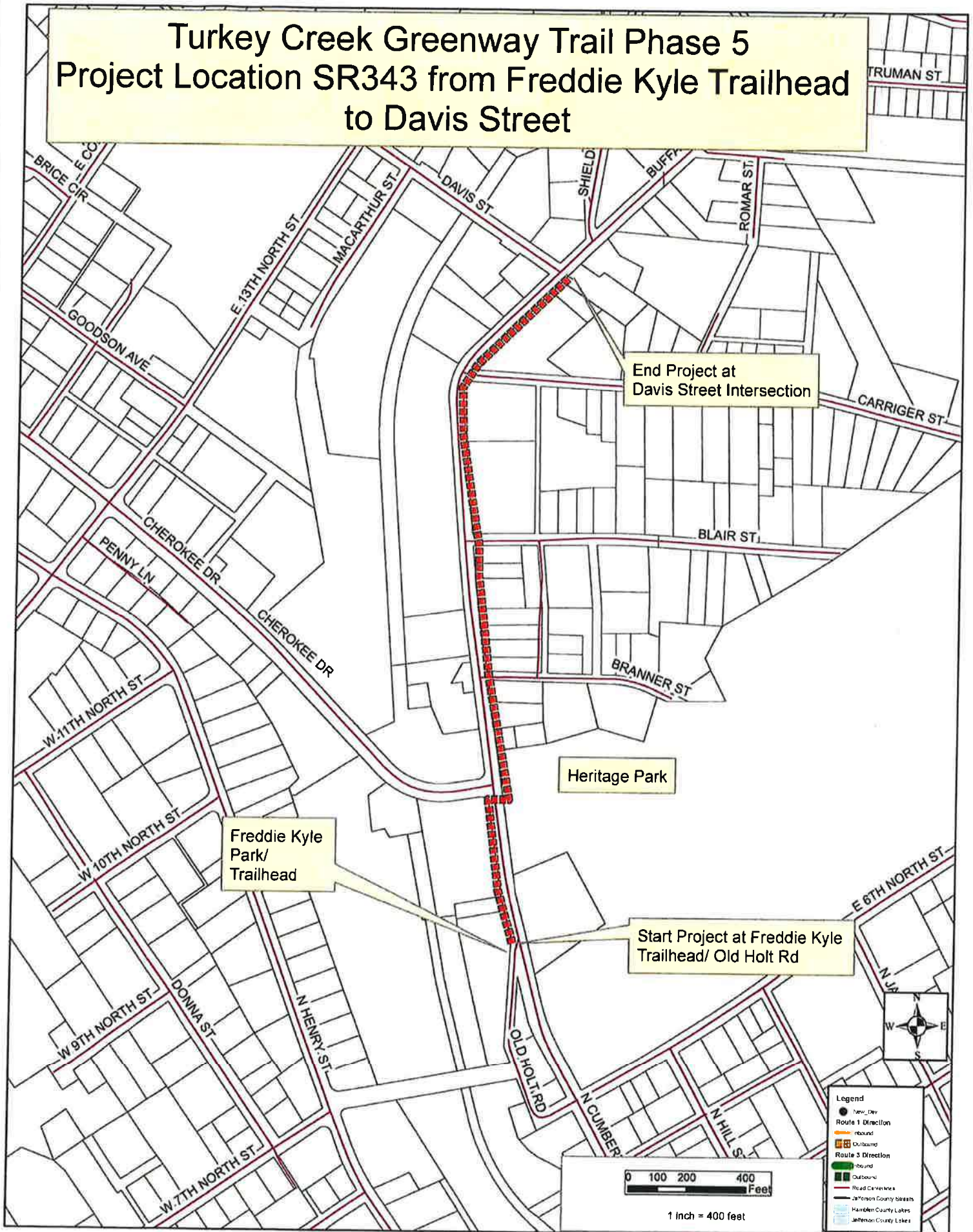
1. Wetland and Stream Mitigation & Permitting
2. Ecology Boundaries Report (jurisdictional waters and Rare, Threatened, Endangered Species Surveys)
3. Floodplain Studies
4. Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation
5. Assessment of Affects for Historic Properties Report and Phase I or II Archaeological Evaluation Studies
6. Phase I or II Environmental Site Assessment (ESA) or Asbestos Containing Materials (ACM) surveys
7. Environmental Justice analysis will be limited to desktop research only and will be documented in an EJ Memorandum
8. Easement Exhibits
9. Utility relocation design
10. ROW appraisals, negotiations, or relocation services
11. Subsurface Utility Exploration (SUE) services
12. Utility Relocation Design
13. Transportation Management Plan
14. Traffic Modeling and Analysis
15. Landscape Design
16. Construction Engineering and Inspection

V. SERVICES PROVIDED BY OTHERS

1. Provide review and approval of the contract documents.
2. Coordinate any public meetings and hearings.
3. Prepare and execute final agreements with utility companies and adjacent property owners
4. Cost for ROW acquisition, if required
5. Air Quality, Noise, and Native American Consultation environmental technical information by TDOT

		Exhibit B	
RK&K			
Roadway/Multipath Design *	\$ 130,000.00		73%
Preliminary Engineering for Environmental Phase		\$ 15,000.00	8%
Preliminary Design (survey & geotechnical, preliminary plans, structures)		\$ 65,000.00	37%
Final Design (ROW, Permits, Utility, RR)		\$ 20,000.00	11%
ROW Phase (Land Acquisition and Utility Relocation/Railroad)		\$ 10,000.00	6%
Pre-Construction Phase (final construction plans)		\$ 10,000.00	6%
Construction Phase (Bidding and Construction phase services)		\$ 10,000.00	6%
Kimley Horn			
NEPA/Environmental Studies **	\$ 28,680.00		16%
SAM			
Survey ***	\$ 14,225.00		8%
ETS			
Geotechnical Investigation & Repoting	\$ 4,350.00		2%
Total	\$ 177,255.00		
* Roadway/Multipath Design Exclusions: ROW Services (land acquisition), Construction Engineering & Inspection			
** NEPA/Environmental Studies Exclusions: Public Involvement; Technical Studies (Environmental Boundaries Report, Protected Bat Surveys); Preparation of a Section 4(f) De Minimis Determination, Programmatic Section 4(f) Evaluation, or an Individual Section 4(f) Evaluation; Effects for Historic Properties Report or Phase I or II Archaeological Survey; Phase I or II Environmental Site Assessment (ESA), or Asbestos Containing Materials (ACM) surveys			
*** Survy Exclusions: Subsurface Utility Exploration, Easement Exhibits			

Turkey Creek Greenway Trail Phase 5 Project Location SR343 from Freddie Kyle Trailhead to Davis Street



Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
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)

May 16, 2022

Larry Clark
Assistant City Administrator
City of Morristown
lclark@mymorristown.com

Re: East Morris Rehab Project
Additional Services, NEPA Phase
Commission No. 3238E

Dear Larry:

As you are aware, TDOT has requested that we update our previously-prepared NEPA document, for the above project. Specifically, they have requested additional information, in regards to water resources. As such, to provide an updated NEPA document, will require us to have a Qualified Hydrologic Professional ("QHP") visit the site, identify any water resources that might be impacted by the project, and provide this information in a specific form. Once this information is compiled, we will then be required to prepare an updated NEPA document, and send to TDOT for review and approval.

Mattern & Craig can provide these services, for the lump-sum fee of **\$9,000**. We propose to amend our contract accordingly, to add this amount to the "NEPA Phase" of the contract. If this is acceptable, please sign below and return a copy to me.

Sincerely,
MATTERN & CRAIG

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

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

Accepted:

By: _____

Title: _____

Date: _____



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOSEPH GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

May 16, 2022

The Honorable Gary Chesney
Mayor, City of Morristown
100 West First North Street
P.O. Box 1499
Morristown, TN 37816-1499

Re: SR-32 (US-25E, South Davy Crockett Parkway) Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center
Morristown, Hamblen County
PIN: 128328.00
Federal Project Number: N/A
State Project Number: 32002-3233-04
Contract Number: 220131

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires any additional explanation. The estimated cost for your agency's share of the non-participating costs is \$19,100.00.

If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Upon execution by your Agency, please return your non-participating deposit of \$19,100.00 to TDOT. Once the contract is fully executed Adobe Sign will send you a link to download the contract for your files.

The deposit may be made either by check delivered to Matt Burcham in the Local Programs Development Office at the address listed above or via deposit into the Local Government Investment Pool (LGIP) account. To deposit funds into your LGIP account, please follow the attached instructions.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Lisa Dunn

Lisa Dunn

Transportation Manager 1

Attachment

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

W I T N E S S E T H:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 220131

Project Identification Number: 128328.00

Federal Project Number: N/A

State Project Number: 32002-3233-04

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-32 (US-25E, South Davy Crockett Parkway) Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibits A and B attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)
- | | Responsible Party | Funding Provided by:
Agency or Project |
|-----------------------------|--------------------------|---|
| Environmental Clearance by: | Department | Project |
| Preliminary Engineering by: | Department | Project |
| Right-of-Way by: | Department | Project |

Utility Coordination by:	Department	Project
Construction by:	Department	Project
Paving, Striping & Signing by:	Department	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full-time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before N/A. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by

Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event that this Agreement involves a State Industrial Access Road, the following subsections of B.5.(e) apply:
 - a) The Agency also agrees to clear the right-of-way of all encroachments within the Project limits.
 - b) The Agency agrees that in the event of the institution of any civil actions in eminent domain, condemnation or inverse condemnation, it will defend the same and pay judgments resulting therefrom.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is

any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase..

- c) If the Department is managing the Construction phase of the Project and the Agency chooses not to include the relocation of utilities on public right-of-way as a Project expense under the provisions of T.C.A. Section 54-5-804 or the Department finds it ineligible, the Agency agrees to assist in the relocation or adjustment of utility facilities as follows:
 - 1) Where utility facilities owned by the Agency or one of its instrumentalities are located within the proposed right-of-way of the Project, the Agency will be responsible for such relocation or adjustment of those facilities, as the Department determines is necessary and so notifies the Agency in writing.
 - 2) Where utility facilities owned by entities other than the Agency are located within the proposed right-of-way of the Project and on property presently owned by the Agency, the Agency will take whatever action necessary to obtain removal or adjustment of such utility facilities if so requested by the Department in writing.
- d) In the event that the Project herein described lies on the State Highway System, the Agency shall be solely responsible for all other claims arising from its authorization for local utilities to remain in place during the Construction phase. The extent of that liability shall be determined in accordance with the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, or other applicable laws.
 - 1) For the purpose of fulfilling this obligation, in accordance with T.C.A. Section 29-20-404, the Agency shall purchase a policy or agreement of insurance to cover its liability. That policy shall contain limits of liability equal to the maximum limits of the Department's liability under T.C.A. Section 9-8-307, as it may from time to time be amended or construed, or as may otherwise be established by law.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.
- b) In the event that this Agreement includes a State Industrial Access Road, the Department will manage all railroad-highway work for the Project.
 - 1) The Agency agrees to provide fifty percent (50%) of the actual cost of any required adjustment or improvement to any railroad when so requested by the Department in writing. The Agency shall provide these funds by (a) check, made payable to the Department of Transportation or (b) deposit in the Local Government Investment Pool.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request

therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the State Highway System, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project

to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project

development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

This provision D.35 does not apply.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 year open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government

issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

E. INDUSTRIAL OPERATION

E.1 Participation:

- a) It is hereby understood and agreed that the participation of the Department in the cost of the herein described Project is hereby made contingent upon the actual construction of the industry to be served by the Project. Accordingly, the Department will not award an agreement for the Construction or begin Construction work with its own forces on the herein described Project until the industry has actually begun the physical Construction of its plant facility at the location described in Exhibit A hereof.
- b) In accordance with T.C.A. Section 54-5-405, no part of the highway shall be constructed within an industrial site/park or a privately owned tract of land, unless the site/park is a link in a highway serving areas beyond the park or private property in which event the right-of-way or easements shall be conveyed to the State as with other highways.

E.2 Industry Termination

- a) Should the industry terminate its plans to build the plant facility as described herein, the Agency will reimburse the Department for development costs.
- b) In addition, the Agency hereby agrees to reimburse the Department for all funds expended on the Project should the industry fail to complete its facility and operate the facility for a reasonable period of time, as defined by the Department, following the completion of the road.

SIA – TDOT, Locally or Combo Managed

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MORRISTOWN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By:

Signature:

Email: gchesney@mymorristown.com

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: lcarroll@caflp.law

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

EXHIBIT "A"

AGREEMENT #: 220131

PROJECT IDENTIFICATION #: 128328.00

FEDERAL PROJECT #: N/A

STATE PROJECT #: 32002-3233-04

PROJECT DESCRIPTION: SR-32 (US-25E, South Davy Crockett Parkway) Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center: SIA program Intersection Improvements: Option 1 to add sidewalks on the south side of Progress Parkway/Thoroughbred and curb ramps and pavement markings for the crossings will be included.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Intersection Improvements

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	SIA	0%	100%	0%	\$449,100.00
RIGHT-OF-WAY	SIA	0%	100%	0%	\$37,500.00
CONSTRUCTION	SIA	0%	100%	0%	\$4,453,200.00
CONSTRUCTION	CEI	0%	100%	0%	\$449,100.00
CONSTRUCTION	NON-PART	0%	0%	100%	\$19,100.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: SIA: Industrial Highway Act of 1959, TCA 54-5-401, et seq.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

STATE INDUSTRIAL ACCESS ROAD

TO SERVE

East Tennessee Progress Center
PIN 128328.00

City of Morristown
Hamblen County, Tennessee

PREPARED BY

TENNESSEE DEPARTMENT OF TRANSPORTATION
STRATEGIC TRANSPORTATION INVESTMENTS DIVISION

Revised May 11, 2022

INTRODUCTION AND LOCATION

The City of Morristown has requested assistance from TDOT in providing adequate access to the East Tennessee Progress Center. The East Tennessee Progress Center is an 800 acre publicly owned industrial park adjacent to Interstate 81 with multiple individual sites ranging from 10 to 100 acres each. The coach-building company Van Hool is located within the park and will invest \$47,000,000, create 1,000 jobs, and generate a large amount of employee and bus traffic at this location. As the industrial park continues to be filled, the traffic will continue to increase. The proposed improvements will help provide better access to the East Tennessee Progress Center and the Van Hool facility, which is in line with the State Industrial Access program's mission statement.

PROPOSED IMPROVEMENT AND COST

This project will improve the intersection of State Route 32 and Progress Parkway in order to improve the safety and operations of the wide median opening at this location. The improvements include reducing the median width, converting the existing two intersection configuration to one intersection, adding auxiliary lanes and turn lanes, and installing an access road in the northeast quadrant of the intersection that connects to State Route 32 and accesses the local businesses.

The pavement design should be determined by the Pavement Design Office. The construction phase will include all striping, signing, and installation of safety features. All phases will be funded 100% out of the State Industrial Access program and managed by TDOT. The project will not be eligible for Chapter 86.

A ROW Field Review meeting was held September 16, 2021 and included the City of Morristown. The City has chosen Option 1 to add sidewalks on the south side of Progress Parkway/Thoroughbred run as shown in the last map in blue. Curb ramps and pavement markings for the crossings will be included. These are all non-participating construction costs that will be paid 100% by the City of Morristown. We do not

anticipate needing any additional Right of Way. TDOT will let these improvements with the rest of the project.

The estimated costs for this project are as follows:

Preliminary Engineering	\$449,100
Right-of-Way (100% State funded)	\$0
Utilities (100% State funded)	\$37,500
Construction	\$4,453,200
CEI (10% of const. estimate)	\$449,100
Sidewalk construction (100% local funded)	\$19,100
TOTAL Estimated Cost	\$5,408,000

ECONOMIC ANALYSIS

As an indicator of the economic feasibility of this proposal, a benefit cost ratio was calculated with the capital investment and job creation for Van Hool. This ratio is a comparison of monetary benefit of project to the cost of the project, expressed in present value. The benefit is estimated from projected sales tax revenue generated by the added jobs and the actual real and personal property taxes that will be collected on the capital investment over a period of 10 years. The cost is the sum of the estimated project cost and the present value of the annual maintenance over 10 years. This ratio was found to be **2.61 to 1**.

Crystal Whitaker

To: Crystal Whitaker
Subject: FW: Hamblen SR 32 Intersection at Progress Pkwy/Thoroughbred Run Road

From: Eric Wilson <Eric.Wilson@tn.gov>
Sent: Thursday, February 10, 2022 1:35 PM
To: Danielle Hagewood <Danielle.Hagewood@tn.gov>
Cc: Jay Morgan <Jay.Morgan@tn.gov>; Stephanie Wallis <Stephanie.Wallis@tn.gov>; Crystal Whitaker <Crystal.Whitaker@tn.gov>; Tintin Czach <Tintin.Czach@tn.gov>; William Rogers <William.Rogers@tn.gov>; Veda Nguyen <Veda.Nguyen@tn.gov>; Jason Quicksall <Jason.Quicksall@tn.gov>; Andrew Padgett <Andrew.Padgett@tn.gov>
Subject: RE: Hamblen SR 32 Intersection at Progress Pkwy/Thoroughbred Run Road

All,

We met with the City of Morristown today to discuss these options with them. They ask that we proceed with Option 1 as shown in the attached pdf and will participate in the costs required to add the sidewalk.

Let me know if you have any questions.

Thanks,



Eric Wilson, P.E. | Civil Engineering Manager 1
TDOT Region 1, Project Development
Admin Bldg, 2nd Floor
7345 Region Lane
Knoxville, TN 37914
p. 865-594-0742
eric.wilson@tn.gov
tn.gov/tdot

From: Eric Wilson
Sent: Tuesday, January 18, 2022 1:27 PM
To: Danielle Hagewood <Danielle.Hagewood@tn.gov>
Cc: Jay Morgan <Jay.Morgan@tn.gov>; Stephanie Wallis <Stephanie.Wallis@tn.gov>; Crystal Whitaker <Crystal.Whitaker@tn.gov>; Tintin Czach <Tintin.Czach@tn.gov>; William Rogers <William.Rogers@tn.gov>; Veda Nguyen <Veda.Nguyen@tn.gov>; Jason Quicksall <Jason.Quicksall@tn.gov>; Andrew Padgett <Andrew.Padgett@tn.gov>
Subject: Hamblen SR 32 Intersection at Progress Pkwy/Thoroughbred Run Road

Danielle,

We have prepared some preliminary information for adding sidewalk connectivity on the subject project. As discussed in our previous meeting, we have come up with two alternatives.

Option 1 would add connectivity on the southeast and southwest quadrants of the intersection. The cost is approximately \$19K and we do not anticipate needing any additional Right of Way.

Option 2 would add connectivity to all four quadrants. The cost is approximately \$44K and some construction easements and additional right of way on the Weigels property is anticipated with this option.

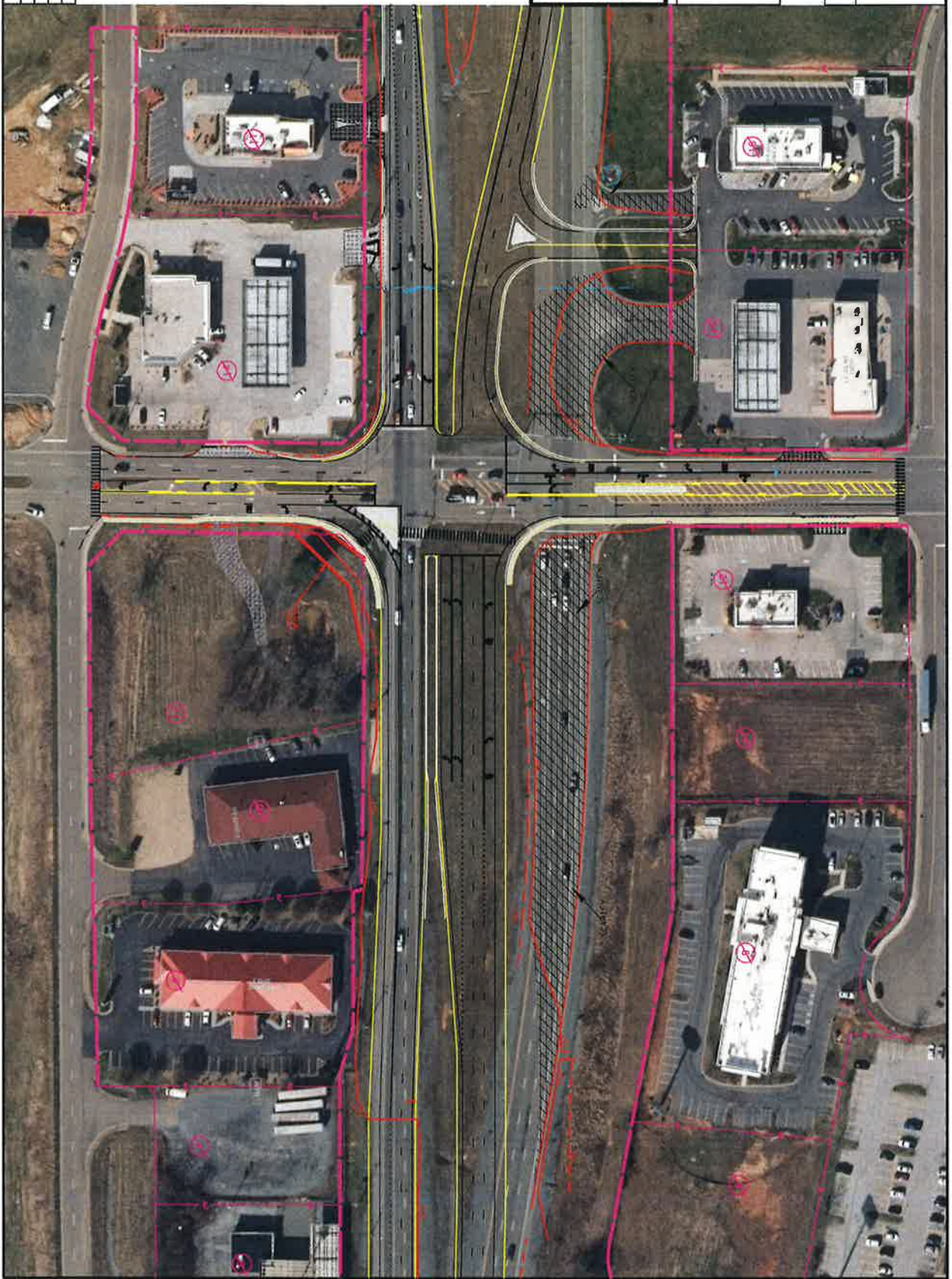
I believe we are ready to present these options to the City of Morristown. Let me know how you want to proceed.

Thanks,



Eric Wilson, P.E. | Civil Engineering Manager 1
TDOT Region 1, Project Development
Admin Bldg, 2nd Floor
7345 Region Lane
Knoxville, TN 37914
p. 865-594-0742
eric.wilson@tn.gov
tn.gov/tdot

TYPE	YEAR	PROJECT NO.	SHEET NO.
	2021	32002-2233-04	55



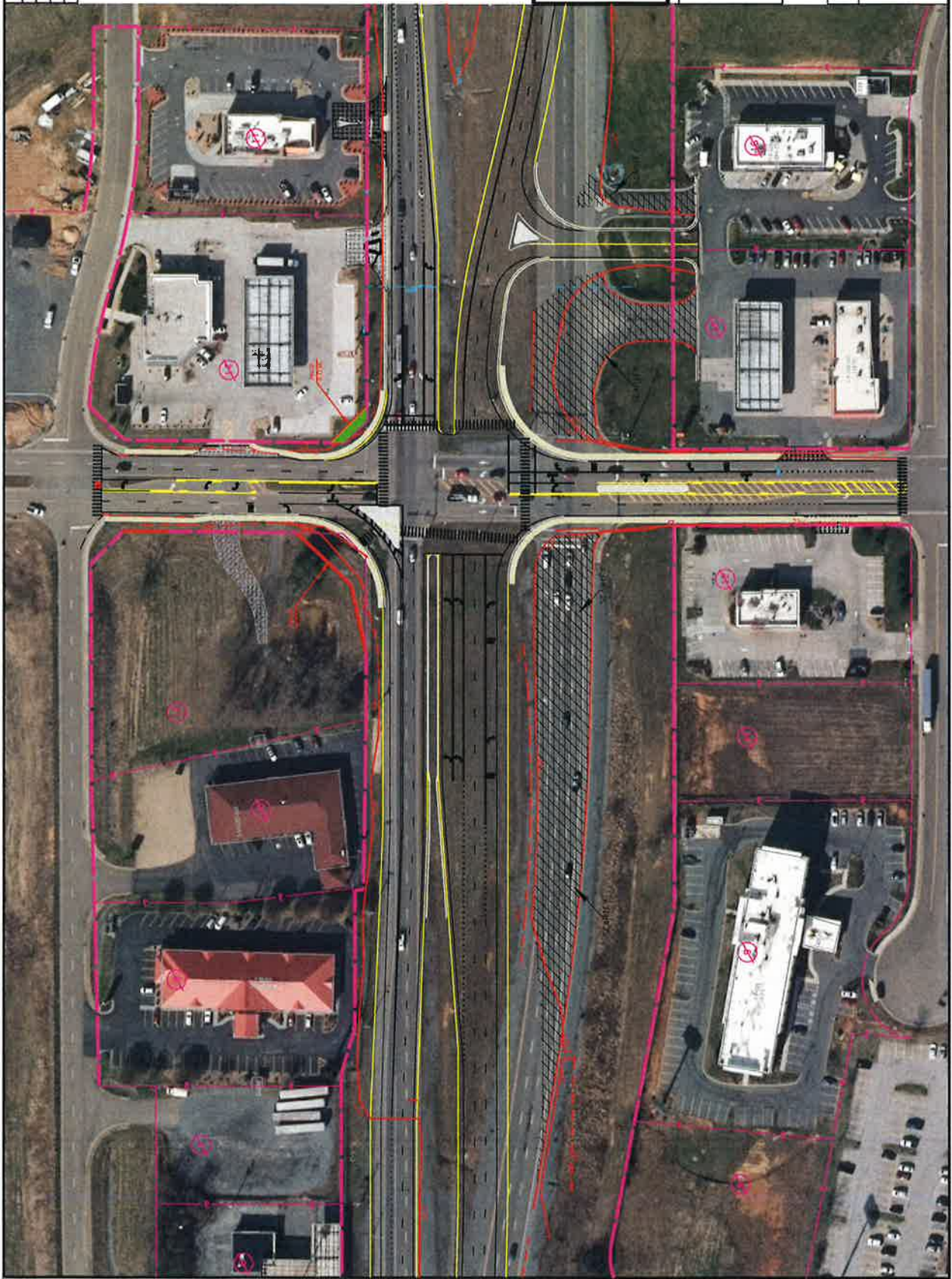
CAUTION!
PRELIMINARY
PLANS
SUBJECT TO
CHANGE

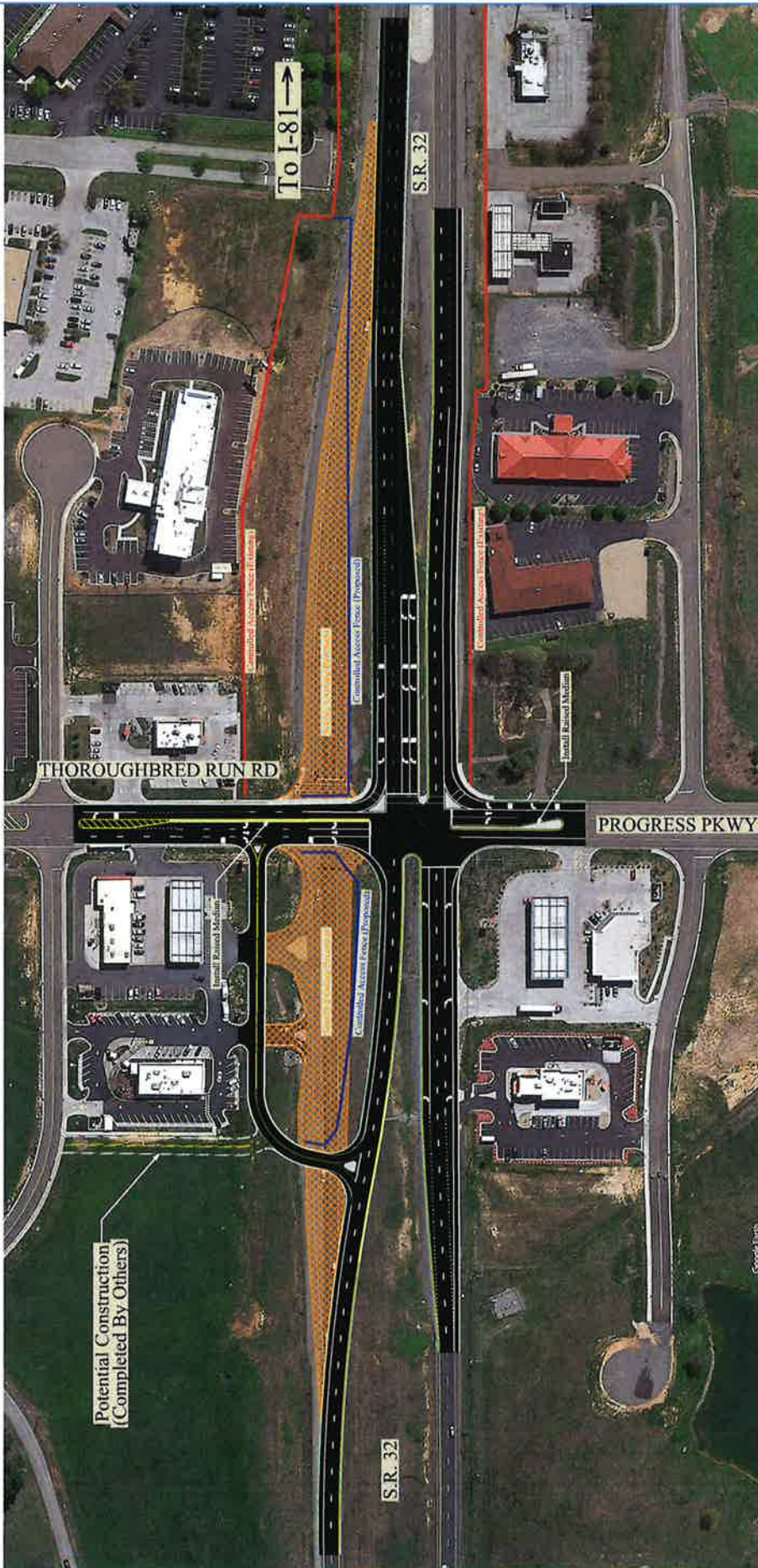
SEALED BY
STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION
OPTION 1 AERIAL

TYPE	YEAR	PROJECT NO.	SHEET NO.
	2021	32002-2233-04	38

CAUTION!
PRELIMINARY
PLANS
SUBJECT TO
CHANGE


SEALED BY
STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION
Option 2 Aerial





COST ESTIMATE SUMMARY

Route:	SR-32 (Davy Crockett Pkwy)			
Description:	at Progress Pkwy / Thoroughbred Run Rd			
County:	Hamblen			
Length:	0.42			
Date:	August 31, 2018			



DESCRIPTION	LOCAL 0%	STATE 0%	FEDERAL 0%	TOTAL
Construction Items				
Pavement Removal	\$0	\$0	\$0	\$307,900
Asphalt Paving	\$0	\$0	\$0	\$1,523,600
Concrete Pavement	\$0	\$0	\$0	\$0
Drainage	\$0	\$0	\$0	\$487,900
Appurtenances	\$0	\$0	\$0	\$20,200
Structures	\$0	\$0	\$0	\$0
Fencing	\$0	\$0	\$0	\$0
Signalization	\$0	\$0	\$0	\$300,000
Railroad Crossing or Separation	\$0	\$0	\$0	\$0
Earthwork	\$0	\$0	\$0	\$662,900
Clearing and Grubbing	\$0	\$0	\$0	\$0
Seeding & Sodding	\$0	\$0	\$0	\$56,300
Rip-Rap or Slope Protection	\$0	\$0	\$0	\$0
Guardrail	\$0	\$0	\$0	\$0
Signing	\$0	\$0	\$0	\$3,400
Pavement Markings	\$0	\$0	\$0	\$45,100
Maintenance of Traffic	\$0	\$0	\$0	\$97,800
Mobilization (5%)	\$0	\$0	\$0	\$175,300
Other Items = 10%	\$0	\$0	\$0	\$368,000
Const. Contingency = 10%	\$0	\$0	\$0	\$404,800
Construction Estimate	\$0	\$0	\$0	\$4,453,200
Interchanges & Unique Intersections				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
Right-of-Way & Utilities				
	LOCAL 0%	STATE 0%	FEDERAL 0%	TOTAL
Right-of-Way	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$37,500
Preliminary & Construction Engineering and Inspection				
Prelim. Eng. 10%	\$0	\$0	\$0	\$449,100
Const. Eng. & Inspec. 10%	\$0	\$0	\$0	\$449,100
Total Project Cost	\$0	\$0	\$0	\$ 5,389,000

S.R. 32 @ Progress Parkway / Thoroughbred Run Rd

Geometric Improvements

Hamblen County

- **STID Recommendations**
 - Reduce the median width on S.R. 32 at the intersection (from ~140' to ~28')
 - Convert the existing two (2)-intersection configuration to one (1) intersection
 - Add auxiliary lane on S.R. 32 southbound from Progress Pkwy to the I-81 southbound on-ramp
 - Add auxiliary lane on S.R. 32 northbound from the I-81 southbound off-ramp to Thoroughbred Run Rd
 - Install an additional left turn lane to create a dual left movement from S.R. 32 northbound onto Progress Pkwy
 - Install a left turn lane on Progress Pkwy eastbound onto S.R. 32
 - Install a left turn lane on Thoroughbred Run Rd westbound onto S.R. 32
 - Install an exclusive right turn lane on S.R. 32 southbound onto Progress Pkwy
 - Install an access road in the northeast quadrant of the intersection that connects to S.R. 32 and accesses the local businesses (Fastop Gas Station and McDonald's). Install a right-in, right-out entrance at the end of the access road that connects to Thoroughbred Run Rd.
 - Install a raised median on Thoroughbred Run Rd to prevent left turns to and from the access road.
 - **Cost : \$5,389,000**
- **Existing Geometry**
 - Shown on Figure 2 for reference



Morristown City Council Agenda Item Summary

Date: June 7, 2022

Agenda Item: Authorize the City Administrator to execute an interlocal agreement with Morristown Utility Commission for the use of \$4,000,000 of the American Rescue Plan Act funding through the Tennessee Department of Environment and Conservation for the design and construction of a water tank and related distribution lines in the vicinity of Exit 12 of Interstate 81.

Prepared By: Andrew Ellard

Subject: ARPA Water Tank at Exit 12

Background: The city and Morristown Utility have mutual interest in expanding and improving the water supply and infrastructure in the Lowland area and have determined that a 1-million-gallon tank will satisfy current and long-term needs in the area.

Findings/Current Activity: Morristown Utility Commission approved this interlocal agreement at its June 1, 2022 meeting and is ready to solicit engineering consultant(s) to work on the project.

Financial Impact: This interlocal agreement commits up to \$4,000,000, reimbursable to Morristown Utility from TDEC's WIIP/ARP funding through the City. Any additional costs will be carried by Morristown Utility.

Action options/Recommendations: Authorize.

Attachment: Interlocal Agreement.

INTERLOCAL COOPERATION AGREEMENT FOR LOWLAND WATER TANK AND LINES

This Interlocal Cooperation Agreement (“Agreement”) is entered into this 1~~st~~ day of June 2022 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **MORRISTOWN UTILITIES COMMISSION** (“MUC”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, the City is a recipient of the Tennessee Department of Environment and Conservation (TDEC) for an allocation of American Rescue Plan (ARP) Act funds for the purpose of administering a portion of the State's Water Infrastructure Investment Plan (WIIP);

Whereas, the City desires to expand and improve the supply of water infrastructure within the city limits in the vicinity surrounding Exit 12 of Interstate 81, also known as Lowland;

Whereas, MUC and the City have established and agreed that a 1,000,000 gallon water tank and related distributing water lines (the Project) will satisfy current and long-term needs in the specified area;

Whereas, MUC is the authorized utility provider in the jurisdiction contemplated herein and is capable of managing the planning, design, environmental review, right-of-way and/or land acquisition, construction, installation, completion, and continued operation thereof;

Whereas, the City and MUC have established and agreed that \$4,000,000 of the aforementioned ARP funding via TDEC is the ideal source of primary funding for such infrastructure; and

Whereas, to achieve this plan, the City and MUC hereby enter into this Interlocal Cooperation Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. MUC is considered by this Interlocal Agreement to be a "subrecipient" - a subrecipient of the City for the purpose of administering the portion of the ARP funds herein contemplated.
2. The City will set aside \$4,000,000 in ARP funding from TDEC for the project.
3. MUC, as a subrecipient, is to remain aware of any and all requirements related to ARP and WIIP and is to pursue every phase of the project in compliance with the regulations thereof.
4. The City will monitor MUC's progress with the project, including preliminary activities, physical progress, and in relation to compliance; MUC will make available, upon request of the City, TDEC, or any regulating agency, records necessary to perform such monitoring or inspection.
5. The Project will be considered three (3) separate phases:
 - a. Preliminary Design, including design work, environmental review, permitting and other steps required ahead of construction;
 - b. Construction of the tank, the tank site, and any/all related equipment and onsite piping;
 - c. Construction of piping beyond the tank site and the connections thereof.
6. The City will reimburse 100% of the costs associated with Preliminary Design phases upon proof of payment and related documentation as may be requested by the City.
7. The City will reimburse Construction related costs pro rata based on the amount in the bids accepted and approved by MUC with any difference in total cost and remaining available ARP/WIIP funding being the responsibility of MUC.
8. MUC will provide a draw request no more frequently than monthly.
9. MUC will provide a quarterly progress report on progress with all phases of the Project.
10. At all times during the Project, MUC shall be the owner of all related assets and the resulting system and shall be solely responsible for the maintenance and operation of the system.

11. MUC shall designate a specific contact person for issues related to this Agreement and shall provide that person's name and telephone number to the City upon approval of this Agreement. MUC shall immediately notify the City of any change in said contact person. Likewise, the City shall provide a specific contact person to MUC for issues related to this Agreement and will notify MUC of any change in said contact person.
12. The term of this Agreement shall commence upon the adoption and approval by both the City Council and the MUC Board and shall continue until the completion of the project, which at origination is required to be complete with all costs incurred and funds drawn no later than September 30, 2026. Should action at the federal and state level allow for an extension of that deadline, the City and MUC may additionally agree to extend the agreement if additional time is required.
13. Non-compliance by MUC with any requirement of the ARP funding or TDEC's WIIP Program, which results in a recension of funding or demand for repayment of funding or penalty, will result in a demand for the same from MUC. Termination of the agreement by MUC after any funding has been drawn may result in a demand for repayment of the funding. With TDEC approval, funding for fully completed phases of the project may not require repayment.
14. This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Morristown Utilities Commission

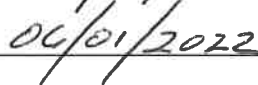
By: _____

By: _____



Adopted: _____

Adopted: _____





Morristown City Council Agenda Item Summary

Date: 6-01-22

Agenda Item:

Prepared by: Michael Poteet

Subject: Change order for City Hall Interior Renovations

Background / History: This contract was for City Center Interior Renovations performed by Leon Williams Contractors, Inc. This is the 3rd change order for the project.

Findings / Current Activity: Change order is for a closet in Phase 2 (Police Department wing) to be renovated into a copier room, Phase 2 to be completed in 2 separate sub phases, paint (4) vestibule walls and ceilings on main level, prep and paint interior side of (121) exterior wood windows including trim, sills, jambs, and muttons, replace (16) existing cove lights and (8) existing can lights on second floor.

Financial Impact: Increase in costs of \$45,629.00. This will be paid from ARPA Fund.

Action options / Recommendations: Approve Change Order

Attachments: Change Order



Change Order

PROJECT: City Hall Interior Renovations 100 West 1st North Street Morristown, TN 37814	CHANGE ORDER NUMBER: 3 DATE:
CONTRACTOR: Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801	ARCHITECT'S PROJECT NUMBER: 20095 CONTRACT DATE: 12/22/2021 CONTRACT FOR: General Construction

THE CONTRACT IS CHANGES AS FOLLOWS:

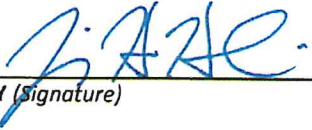
COR 11 - Phase 2 Copier Room including: Demo existing door, frame, and wall at Closet 139C. Install existing door and hardware in existing frame at new location. Install blocking for wall hung cabinets. Patch sheetrock as required and re-paint. Fabricate and install laminate wall cabinets to match Project. Extend LVP1 and base into closet. Install dedicated 20amp circuit for copier and data conduit/box.	3,885.00
COR 12 - Complete Phase 2 in two separate subphases including: Furnish, install, and dispose of temporary dust wall to separate construction. Additional Supervision required for extended project timeline. <i>ADD (21) calendar days to Substantial Completion.</i>	4,358.00
COR 13 - Paint (4) vestibule walls and ceilings on main level.	1,955.00
COR 14 - Prep and paint interior side of (121) exterior wood windows including trim, sills, jambs, and mutttons. <i>ADD (14) calendar days to Substantial Completion.</i>	19,481.00
COR 15 - Replace (16) existing cove lights and (8) existing can lights on second floor. Furnishing (4) L35-I-48-04-35-80-MULT-120 and (44) L35-I-12-04-35-80-MULT-120 EcoSense Trov fixtures with feeder cable. Install (8) Owner provided can lights.	15,950.00

The original Contract Sum was	\$	742,200.00
The net change by previously authorized Change Orders	\$	41,163.00
The Contract Sum prior to this Change Order was	\$	783,363.00
The Contract Sum will be changed by this Change Order in the amount of	\$	45,629.00
The new Contract Sum including this Change Order will be	\$	828,992.00

The Contract time will be **increased** by **thirty-five (35)** days.
The new Date of Substantial Completion will be **November 5, 2022**.

Leon Williams Contractors, LLC
337 Whitecrest Drive
Maryville, TN 37801

CONTRACTOR



BY (Signature)

Jimmy Hawkins

(Typed Name)

6/1/2022

DATE

Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902

ARCHITECT



BY (Signature)

RICHARD NORRIS

(Typed Name)

6.1.2022

DATE

City of Morristown, TN
100 West First North Street
Morristown, TN 37814

OWNER

BY (Signature)

(Typed Name)

DATE

2022 Plan Year-Community Development Block Grant Action Plan - Activities Summaries 7-1-22 to 6-30-23

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's fourth five-year Consolidated Plan was developed in 2019.

Each year Entitlement Communities, as designated by HUD, must submit an Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods, or the public hearings will be attached to the Action plan prior to submittal to HUD.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5-year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public meetings to allow community members input prior to completion, approval, and submission of the Action Plan.

The initial Public Hearings to solicit input regarding community needs for this Action Plan were held on Feb. 11, 2022, and February 16, 2022. A draft of the proposed Action Plan was made available to the public April 14, 2022, beginning the final comment period. Two Public hearings were held April 21, 2022, and April 26, 2022 to solicit comments on the draft Action Plan. The final hearing for City Council to review the Action Plan will be on June 7, 2022. All comments to date have been requests for funding and general support for the program.

All programs funded by the City of Morristown with CDBG entitlement funds will be in accordance with HUD regulations. The City of Morristown's PY 2022 funding represents the 19th year of receiving entitlement grant funds. The amount of funding for PY 2022 is \$329,143.00.

Please note: As of April 6, 2022, the U.S. Department of Housing and Urban Development (HUD) has not announced PY2022-2023 allocation amounts but has provided guidance to follow in the completion of the PY2022-2023 Action Plan. HUD has advised that it will not execute a grant agreement with a grantee (City of Morristown) until HUD has received a plan (or an amended plan) which incorporates the actual allocation amounts a grantee is to receive for that fiscal year. Further, the City must continue to meet citizen participation obligations that require a 30-day public comment period on a draft of the Plan.

Normally, because the City of Morristown has a July 1 start date for its program year, its 30-day public comment period on the draft plan must begin no later

than April 15, with a public hearing and City Council review/approval during that time, to meet a submission date of the final plan by May 15 to HUD. However, since the City will not know its allocation amounts until or around May 13, 2022, this timeline becomes unworkable. HUD advised that a grantee may delay submission of its Action Plan until 60 days after the date allocations are announced, and no later than August 16 (deadline established by statute). HUD further advised that grantees could use a "Contingency Provision" for describing how it will allocate funds once actual funding amounts are made known. The City of Morristown then will be using estimated amounts based on allocation amounts from the current year (PY2021-2022) with percentages for determining the actual amounts once the PY2022-2023 allocation amounts are provided by HUD. All dollar amounts and numbers in this draft document should be understood as estimates.

The City of Morristown will be using estimated amounts for the proposed projects and will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts once the PY2022-2023 allocation is provided by HUD.

The Action Plan for 2022 will fund the following projects.

Public Facilities and Infrastructure Improvements	\$115,200.00
Homeowner Rehab and Emergency Repair	\$59,246.00
Business Façade Program	\$49,372.00
Public Services	\$39,497.00
Admin	\$65,828.00
Total	\$329,143.00

Public Facilities and Infrastructure Improvements

The City of Morristown intends to support Public Facilities and Improvement projects that are integral to the quality of life for community residents. The CDBG program identifies publicly owned facilities and infrastructure as, streets, parks and playgrounds, underground utilities, and buildings owned by non-profits that are open to the general public. Safe and accessible infrastructure is essential to quality of life and to building communities that support community diversity and stability. Parks and recreational facilities are integral to community development and projects will be assessed for activities that will benefit low to moderate income areas.

Homeowner Emergency Assistance

The City of Morristown proposes to utilize the CDBG funds above as part of a multifaceted, concentrated neighborhood revitalization effort. The program includes homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be in the form of a grant\loan and is subject to the availability of CDBG funding budgeted for the Program. The level of Program assistance will be based on household income.

If the household income is classified as:

Low income, the Program grant will be 75 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,200 of the house service charge.

Very low income, the Program grant will be 100 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,600 of the house service charge.

The dwelling for which sanitary sewer assistance is provided must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown. The dwelling must not be on the market and homeowners must state their intent to reside in the home for at least one year after sanitary sewer is connected. Homeowner will be responsible for all related expenses not specifically listed in these policies and procedures.

The Emergency Repair Program will assist qualified very-low-income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants/loans of up to \$5,000 to pay for approved repairs.

Only one emergency repair grant\loan will be awarded for a dwelling during a five-year period.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be considered for clearance. Areas that meet the HUD definition of "blighted" will receive priority.

The Housing and Rehabilitation program will be administered through the Knoxville-Knox County Community Action Center (KCAC). The department is responsible for the administration of many federal and state grants funding projects including industrial assistance, road construction, infrastructure, parks and recreation, and housing rehabilitation. The City of Morristown will follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the program will operate. KCAC will ensure that objectives are met, that each eligible citizen receives a quality job, and that the community has benefited from the program. Housing rehabilitation programs require a lot of individual attention at the local level, and this will be provided by the planning and inspections department.

Façade Program/Economic Development

The Façade Improvement Grant program will seek to encourage downtown, South Cumberland St., and Buffalo Trail building owners and tenants to invest in the neighborhood of the Target Areas by financially assisting with appropriate exterior renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown structures. Replacing damaged, boarded or bricked-up windows, main level storefront improvements, cornice repair and repainting or removing paint from buildings that have been previously painted is a priority.

The Building Façade Grant will be a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$10,000. Grants will be paid upon successful completion of the project and submission of proper documents.

Grant funds will be disbursed on a first come-first served basis as long as funds are available for the program.

Eligibility

To qualify for the Façade Improvement Grant, the building must be located within the 'Downtown Core' neighborhood or the South Cumberland St./Buffalo Trail Road area of the Target Areas. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront revitalization, including windows and doors, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. The work to be done must be necessitated by only normal wear and tear over time. It cannot be so substantial as to constitute reconstruction. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees.

Building improvements shall reflect the architectural integrity of the entire building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be part of the building improvements. Participants are expected follow the standards set forth in the Crossroads Development District *Renovation and Preservation Guidelines*.

Administration

The Façade Improvement Grant program will be coordinated by the City of Morristown. Grant applications will be reviewed by a Grant Review Committee consisting of the Community Development Program Director, CDBG Grant Coordinator, LAMPTO Coordinator, and President of the Downtown Morristown Association and/or members of the Crossroads Development Partnership Design Committee.

Process

The grant process can be broken down into seven typical steps:

Step 1: Schedule a meeting with the Community Development Corporation Program Director and City of Morristown Chief Building Official to discuss the proposed project, grant availability and the application process.

Step 2: Develop a documented plan for the project. Improvements should follow the recommendations set forth in the Crossroads Development District's *Renovation and Preservation Guidelines*. At a minimum, the following information will be required to be submitted with the grant application:

- Color photo(s) of the existing building façade(s)
- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be included. Simple window replacement, repair work or painting would not require drawings.
- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

Step 3: Submit a complete grant application with the required attachments.

Step 4: The Grant Review Committee will review the application and make a recommendation. Applications will be reviewed and awarded within one month of submittal.

Step 5: If the applicant needs more time to start their project, he or she must provide a written statement with a reasonable explanation for the extension. Work should be completed as quickly as possible. Any changes necessitated while the project is underway must be approved by the Grant Review Committee prior to installation. All work must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building or sign permits.

Step 6: The work is inspected by the Grant Review Committee to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 7: The applicant will submit a grant payment request letter accompanied by proof of expenses and proof of payment. Grant funds will be paid within 30 days of the approved grant payment request.

Appeals

If the grant application was disapproved by the Grant Review Committee, the applicant may resubmit the application after addressing the application deficiencies or appeal the decision. If the applicant chooses to appeal the decision, a letter of appeal and supporting documentation must be sent to the Program Director stating the reason for the appeal. The letter of appeal and supporting documentation will then be forwarded to the Morristown City Council which will review the appeal and make final determination of the grant application. If the application is denied by the City Council, the applicant may resubmit after addressing the initial deficiencies.

Public Services

Public services can strengthen communities by addressing the needs of specific populations, and by supporting economic development. The City of Morristown seeks to support public services programs to maximize the positive impacts in our community.

Homeless Management Information System (HMIS)

The HMIS program is designed to aggregate data collected by all users in order to generate an unduplicated count of clients served within a community's system of homeless services. The Tennessee Valley Coalition's HMIS covers an eleven county regional area comprised of Hamblen, Cocke, Jefferson, Sevier, Blount, Monroe, Loudon, Grainger, Claiborne, Union, and Campbell Counties. The HMIS provides up to date information on client characteristics and service utilization. It allows member agencies to track services provided, to network and consult, and to better serve our homeless populations by reducing duplication of services and fraud. Each county funded provides funding for the service.

The HMIS Homeless Facilities project National Objective is 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries are LMI or lower.

The eligible activity category/accomplishment type is 'Public Services'. The specific clientele served by this program are at least 51% low/mod income persons.

The Performance Measure Objective for this program is 'Suitable Living Environment' and the Outcome is 'Availability / Accessibility' as it increases access or availability to shelter or service that improves the beneficiary's living environment.

The software program tracks the number of individuals served as well as the client and system level activities provided with measurable results. These Outcome performance indicators are identified and tracked by the software and reported annually to HUD.

Central Services Homeless Prevention Programs

Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969, chartered under the name of Central Services. The agency's recent property acquisition in 2007 has expanded Central Services into one of the largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

Central Services receives a significant amount of community support and local funding that enables their programs to exist, but the current economic conditions hinder funding at a time when requests for services are increasing. Evictions, utility terminations and increasing housing deposits are making homelessness more of a reality than ever before.



CHANGE ORDERNo. 2

DATE OF ISSUANCE	EFFECTIVE DATE
OWNER	THE CITY OF MORRISTOWN
CONTRACTOR	ADAMS CONTRACTING, LLC
Contract:	P.O. # 21002299-00
Project:	BRIGHTS PIKE BRIDGE REPLACEMENT
OWNER's Contract No.	P.O. #21002299-00
ENGINEER	LDA ENGINEERING
ENGINEER's Contract No.	MRC031

You are directed to make the following changes in the Contract Documents.

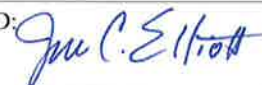
Description: 1. CHANGE GUARDRAIL PAY ITEM
2. MINOR QUANTITY ADJUSTMENTS

Reason for Change Order: 1. INCORRECT PAY ITEM 705-02.02 CHANGED TO 705-01.04; INCREASE IN UNIT PRICE PER LF.
2. OVER/UNDER ORIGINAL QTYS. FOR ITEMS 303-01, 307-01.06, & 411-01.10

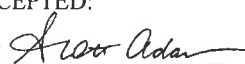
Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ 448,750.00
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>0</u>
\$ 0.00
Contract Price prior to this Change Order
\$ 448,750.00
Net Increase (decrease) of this Change Order
\$ 12,850.23
Contract Price with all approved Change Orders
\$ 461,600.23

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion:
Ready for final payment:
(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> :
Substantial Completion:
Ready for final payment:
(days)
Contract Times prior to this Change Order
Substantial Completion:
Ready for final payment:
(days or dates)
Net Increase (decrease) of this Change Order
Substantial Completion:
Ready for final payment:
(days)
Contract Times with all approved Change Orders
Substantial Completion:
Ready for final payment:
(days or dates)

RECOMMENDED: 
BY: _____
ENGINEER (Authorized Signature)
DATE: 06/01/2022

APPROVED:
BY: _____
OWNER (Authorized Signature)
DATE: _____

ACCEPTED:
BY: 
CONTRACTOR (Authorized Signature)
DATE: Jun 1, 2022

MRC031**00640 - 1**

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt RDO/aw

Date: June 1, 2022

Re: Entry Level Patrol Officers

I am requesting to hire three entry-level officers at the June 7th 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 **May 10, 2022** to Reflect Recent **Testing, Hiring** and/or Corrections

RANK AND NAME		EXPIRES
1	James Cole	5/31/2023
2	Jaycee Reff	5/31/2023
3	Joseph Sutton	5/31/2023
4	Matthew Hill	5/31/2023
5	Curtis Crawford	5/31/2023
6	Matthew Hopson	10/31/2022
7	Brandon Dean	6/30/2022

For the Civil Service Board



Lee Parker, Chairman

City of Morristown Line Item Transfer

DOCUMENT NO. 2204
 FUND NO. General Fund #110
 FY 2022
 Date 4/26/22

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41100-499	Mayor & City Council - Other Supplies & Materials	2,500	650	3,150
2	110-41100-523	Mayor & City Council - Property/Contents Insurance	765	105	870
3	110-41100-214	Mayor & City Council - Employee Health Insurance	101,037	(755)	100,282
4	110-41200-345	City Administrator - Telephone	4,500	2,200	6,700
5	110-41200-375	City Administrator - Memberships & Dues	5,000	1,800	6,800
6	110-41200-383	City Administrator - Travel Business Expense	10,000	10,000	20,000
7	110-41200-411	City Administrator - Office Supplies & Materials	500	600	1,100
8	110-41200-429	City Administrator - General Operating Supplies	500	200	700
9	110-41200-431	City Administrator - Gasoline & Diesel Fuel	0	100	100
10	110-41200-499	City Administrator - Other Supplies & Materials	400	250	650
11	110-41200-523	City Administrator - Property/Contents Insurance	81	12	93
12	110-41200-111	City Administrator - Wages	569,903	(15,162)	554,741
13	110-41530-111	Finance - Wages & Salaries	328,004	5,000	333,004
14	110-41530-134	Finance - Christmas Bonus & Longevity	1,472	586	2,058
15	110-41530-210	Finance - FICA	19,172	1,000	20,172
16	110-41530-212	Finance - Medicare	4,485	240	4,725
17	110-41530-213	Finance - TCRS	46,909	5,082	51,971
18	110-41530-217	Finance - Employee Life Insurance	1,581	220	1,801
19	110-41530-321	Finance - Printing Services	1,500	1,000	2,500
20	110-41530-330	Finance - Legal Notices	1,800	465	2,265
21	110-41530-345	Finance - Telephone Services	7,500	2,300	9,800
22	110-41530-353	Finance - Accounting & Audit Services	58,760	3,500	62,260
23	110-41530-411	Finance - Office Supplies	8,500	1,500	10,000
24	110-41530-523	Finance - Property/Contents Insurance	236	32	268
25	110-41530-553	Finance - Bank Services & Charges	47,000	18,000	65,000
26	110-41530-689	Finance - Other Miscellaneous Expense	300	420	720
27	110-41530-355	Finance - Computer/Data Processing	123,200	(27,217)	95,983
28	110-46510-111	CDBG - Wages	59,485	(12,108)	47,377
29	110-41610-112	Purchasing - Overtime	1,000	400	1,400
30	110-41610-523	Purchasing - Property/Contents Insurance	204	28	232
31	110-41610-510	Purchasing - General Liability Insurance	1,656	(428)	1,228
32	110-41640-111	Information Technology - Wages	72,608	1,222	73,830
33	110-41640-213	Information Technology - TCRS	11,113	185	11,298
34	110-41640-383	Information Technology - Travel Business Expense	-3,650	3,650	-
35	110-41640-399	Information Technology - Other Contracted Services	29,600	10,000	39,600
36	110-41640-523	Information Technology - Property/Contents Insurance	899	121	1,020
37	110-41630-262	Retiree Benefits - General Fund	650,000	(15,178)	634,822
38	110-41650-111	Human Resources - Wages	66,079	305	66,384
39	110-41650-112	Human Resources - Overtime	3,000	2,140	5,140

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
40	110-41650-210	Human Resources - FICA	4,165	310	4,475
41	110-41650-212	Human Resources - Medicare	975	75	1,050
42	110-41650-213	Human Resources - TCRS	10,192	415	10,607
43	110-41650-330	Human Resources - Legal Notices	7,000	800	7,800
44	110-41650-345	Human Resources - Telephone Services	2,600	865	3,465
45	110-41650-523	Human Resources - Property/Contents Insurance	398	52	450
46	110-41650-399	Human Resources - Other Contracted Services	28,250	(4,962)	23,288
47	110-41655-383	Risk Management - Travel Business Expense	1,000	500	1,500
48	110-41655-411	Risk Management - Office Supplies & Materials	1,000	300	1,300
49	110-41655-431	Risk Management - Gasoline & Diesel Fuel	400	680	1,080
50	110-41655-433	Risk Management - Vehicle Parts/Oil/Fluid/Tires	750	2,400	3,150
51	110-41655-523	Risk Management - Property/Contents Insurance	396	53	449
52	110-41655-971	Risk Management - Motor Equipment	35,000	(3,933)	31,067
53	110-41660-523	Legal Services - Property/Contents Insurance	0	245	245
54	110-41660-523	Legal Services - Legal Services	100,000	(245)	99,755
55	110-41665-214	Court Administration - Employee Health Insurance	29,034	100	29,134
56	110-41665-523	Court Administration - Property/Contents Insurance	314	43	357
57	110-41665-510	Court Administration - Insurance General Liability	2,558	(143)	2,415
58	110-41700-345	Planning - Telephone Services	2,500	1,000	3,500
59	110-41700-383	Planning - Travel-Business Expense	2,600	1,000	3,600
60	110-41700-431	Planning - Gasoline & Diesel Fuel	200	100	300
61	110-41700-433	Planning - Vehicles Parts/Oil/Fluid/Tires	600	400	1,000
62	110-41700-523	Planning - Property/Contents Insurance	204	27	231
63	110-41700-111	Planning - Wages	296,663	(2,527)	294,136
64	110-41710-134	Code Enforcement - Christmas Bonus & Longevity	360	377	737
65	110-41710-310	Code Enforcement - Postal Services	3,000	200	3,200
66	110-41710-345	Code Enforcement - Telephone Services	2,900	200	3,100
67	110-41710-378	Code Enforcement - Education, Seminars & Training	1,000	3,000	4,000
68	110-41710-411	Code Enforcement - Office Supplies & Materials	500	600	1,100
69	110-41710-413	Code Enforcement - Office Equipment	0	480	480
70	110-41710-433	Code Enforcement - Vehicle Parts/Oil/Fluid/Tires	1,000	200	1,200
71	110-41710-399	Code Enforcement - Other Contracted Services	35,000	(5,057)	29,943
72	110-41810-343	GIS - Natural Gas & Propane	200	100	300
73	110-41810-345	GIS - Telephone Services	3,600	1,010	4,610
74	110-41810-351	GIS - Medical Services	0	28	28
75	110-41810-378	GIS - Education Seminars & Training	500	1,400	1,900
76	110-41810-510	GIS - Insurance General Liability	360	1,985	2,345
77	110-41810-523	GIS - Property/Contents Insurance	145	18	163
78	110-41810-111	GIS - Wages	135,905	(4,541)	131,364
79	110-42400-226	Inspections - Clothing/Uniforms/Shoes	1,500	800	2,300
80	110-42400-345	Inspections - Telephone Services	5,500	840	6,340
81	110-42400-375	Inspections - Memberships & Dues	750	150	900
82	110-42400-378	Inspections - Education Seminars & Training	1,500	500	2,000
83	110-42400-533	Inspections - Equipment Rental/Lease	1,400	50	1,450

LINE (ITEM)	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
84	110-42400-111	Inspections - Wages	305,128	(2,340)	302,788
85	110-42110-134	Police - Administration - Christmas Bonus & Longevity	3,678	383	4,061
86	110-42110-375	Police - Administration - Membership & Dues	3,000	150	3,150
87	110-42110-431	Police - Administration - Gasoline & Diesel Fuel	3,000	2,045	5,045
88	110-42110-433	Police - Administration - Vehicle Parts/Oil/Fluid/Tires	1,500	600	2,100
89	110-42110-615	Police - Administration - Sex Offenders Administration	1,650	600	2,250
90	110-42110-615	Police - Administration - Employee Health Insurance	88,262	(3,778)	84,484
91	110-42115-111	Police - Support - Wages	571,784	137,500	709,284
92	110-42115-112	Police - Support - Overtime	25,000	13,000	38,000
93	110-42115-119	Police - Support - Holiday Pay	20,000	3,000	23,000
94	110-42115-134	Police - Support - Christmas Bonus & Longevity	5,950	1,220	7,170
95	110-42115-210	Police - Support - FICA	38,610	4,250	42,860
96	110-42115-212	Police - Support - Medicare	9,031	1,000	10,031
97	110-42115-213	Police - Support - TCRS	94,470	13,600	108,070
98	110-42115-214	Police - Support - Employee Health Insurance	146,502	28,600	175,102
99	110-42115-217	Police - Support - Employee Life Insurance	3,198	510	3,708
100	110-42115-219	Police - Support - Workers Compensation Insurance	13,530	2,000	15,530
101	110-42115-383	Police - Support - Travel Business Expenses	5,000	2,000	7,000
102	110-42115-413	Police - Support - Office Equipment	500	500	1,000
103	110-42115-431	Police - Support - Gasoline & Diesel Fuel	6,000	12,500	18,500
104	110-42115-523	Police - Support - Property/Contents Insurance	440	70	510
105	110-42120-111	Police - Patrol - Wages	2,692,959	(219,750)	2,473,209
106	110-42117-523	Police - Litter Crew - Property/Contents Insurance	35	10	45
107	110-42117-510	Police - Litter Crew - Insurance General Liability	295	(10)	285
108	110-42120-112	Police - Patrol - Overtime	140,000	102,000	242,000
109	110-42120-119	Police - Patrol - Holiday Pay	103,000	1,500	104,500
110	110-42120-330	Police - Patrol - Legal Notices	100	100	200
111	110-42120-345	Police - Patrol - Telephone Services	45,000	6,200	51,200
112	110-42120-351	Police - Patrol - Medical Services	5,000	1,000	6,000
113	110-42120-361	Police - Patrol - Repair & Maintenance Vehicles	19,000	60,000	79,000
114	110-42120-378	Police - Patrol - Education Seminars & Training	25,000	18,000	43,000
115	110-42120-429	Police - Patrol - General Operating Supplies	7,500	2,500	10,000
116	110-42120-433	Police - Patrol - Vehicle Parts, Oil, Fluids, Tires Ect	65,000	20,000	85,000
117	110-42120-523	Police - Patrol - Property/Contents Insurance	19,490	2,602	22,092
118	110-42120-111	Police - Patrol - Wages	2,692,959	(53,902)	2,639,057
119	110-42120-214	Police - Patrol - Employee Health Insurance	818,318	(160,000)	658,318
120	110-42130-134	Police - Investigations - Christmas Bonus & Longevity	9,551	54	9,605
121	110-42130-219	Police - Investigations - Workers Compensation	14,883	2,400	17,283
122	110-42130-351	Police - Investigations - Medical Services	252	200	452
123	110-42130-375	Police - Investigations - Memberships & Dues	570	100	670
124	110-42130-399	Police - Investigations - Other Contracted Services	4,640	2,200	6,840
125	110-42130-523	Police - Investigations - Property/Contents Insurance	4,495	605	5,100
126	110-42130-533	Police - Investigations - Equipment Rental/Lease	5,000	1,500	6,500
127	110-42130-111	Police - Investigations - Wages	714,178	(7,059)	707,119

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
128	110-42171-112	Police - Narcotics - Overtime	33,000	4,000	37,000
128	110-42171-351	Police - Narcotics - Medical Services	140	200	340
130	110-42171-523	Police - Narcotics - Property/Contents Insurance	2,445	323	2,768
131	110-42171-214	Police - Narcotics - Employee Health Insurance	120,702	(4,523)	116,179
132	110-42210-112	Fire Administration - Overtime	1,600	1,000	2,600
133	110-42210-119	Fire Administration - Holiday Pay	0	500	500
134	110-42210-134	Fire Administration - Christmas Bonus & Longevity	5,784	10	5,794
135	110-42210-310	Fire Administration - Postage	50	150	200
136	110-42210-523	Fire Administration - Property/Contents Insurance	855	111	966
137	110-42210-510	Fire Administration - Insurance General Liability	4,640	(1,771)	2,869
138	110-42220-214	Fire Inspection - Employee Health Insurance	29,463	1,065	30,528
138	110-42220-523	Fire Inspection - Property/Contents Insurance	905	116	1,021
140	110-42220-510	Fire Inspection - Insurance General Liability	7,325	(1,181)	6,144
141	110-42230-345	Fire Stations - Telephone Services	25,000	7,000	32,000
142	110-42230-523	Fire Stations - Property/Contents Insurance	1,610	211	1,821
143	110-42230-510	Fire Stations - Insurance General Liability	13,930	(4,000)	9,930
144	110-42230-364	Fire Stations - Repair & Maintenance Building/Grounds	40,000	(3,211)	36,789
145	110-42240-117	Firefighting - LA OT	186,000	6,425	192,425
146	110-42240-330	Firefighting - Legal Notices	0	100	100
147	110-42240-489	Firefighting - Fire & Medical Response	15,000	7,000	22,000
148	110-42240-523	Firefighting - Property/Contents Insurance	21,420	2,857	24,277
149	110-42240-971	Firefighting - Motor Equipment	598,222	1,940	600,162
150	110-42240-510	Firefighting - Insurance General Liability	174,325	(18,322)	156,003
151	110-43110-111	Public Works Administration - Wages	188,127	100	188,227
152	110-43110-375	Public Works Administration - Memberships & Dues	850	170	1,020
153	110-43110-383	Public Works Administration - Travel Business Expense	1,400	1,300	2,700
154	110-43110-433	Public Works Administration - Vehicle Parts, Oil, Fluids, Tires Ect	1,000	1,000	2,000
155	110-43110-214	Public Works Administration - Employee Health Insurance	44,020	(2,570)	41,450
156	110-43120-330	Facilities Maintenance - Legal Notices	500	50	550
157	110-43120-341	Facilities Maintenance - Electricity	60,000	500	60,500
158	110-43120-343	Facilities Maintenance -Natural Gas & Propane	25,000	15,915	40,915
158	110-43120-383	Facilities Maintenance -Travel-Business Expenses	500	2,000	2,500
160	110-43120-399	Facilities Maintenance - Other Contracted Services	87,400	3,000	90,400
161	110-43120-411	Facilities Maintenance -Office Supplies & Materials	200	50	250
162	110-43120-419	Facilities Maintenance - Small Tools & Equipment	4,000	2,000	6,000
163	110-43120-431	Facilities Maintenance -Gasonline & Diesel Fuel	3,500	1,500	5,000
164	110-43120-523	Facilities Maintenance - Property/Contents Insurance	2,140	290	2,430
165	110-43120-533	Facilities Maintenance - Equipment Rental/Lease	1,000	140	1,140
166	110-43120-342	Facilities Maintenance - Water & Sewer	75,000	(25,445)	49,555
167	110-43130-226	Fleet Maintenance - Clothing/Uniforms/Shoes	6,000	1,500	7,500
168	110-43130-361	Fleet Maintenance - Vehicles	500	300	800
168	110-43130-362	Fleet Maintenance - Reparis/Maintenance Operations Equipment	3,400	4,000	7,400
170	110-43130-424	Fleet Maintenance - Janitorial Supplies	2,500	700	3,200
171	110-43130-429	Fleet Maintenance - General Operating Supplies	10,000	4,000	14,000

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172	110-43130-523	Fleet Maintenance - Property/Contents Insurance	451	60	511
173	110-43130-960	Fleet Maintenance - Machinery & Equipment	38,600	4,000	42,600
174	110-43130-214	Fleet Maintenance - Employee Health Insurance	110,197	(4,000)	106,197
176	110-43130-359	Fleet Maintenance - Other Professional Services	10,000	(10,000)	-
178	110-43130-378	Fleet Maintenance - Education Seminars & Training	4,000	(560)	3,440
177	110-43140-361	Street Repairs & Maint - Repair & Maint. Vehicles	2,500	700	3,200
178	110-43140-375	Street Repairs & Maint - Memberships & Dues	0	200	200
179	110-43140-411	Street Repairs & Maint - Office Supplies & Materials	300	100	400
180	110-43140-433	Street Repairs & Maint - Vehicle Parts, Oil, Fluids, Tires	90,000	40,000	130,000
181	110-43140-523	Street Repairs & Maint - Property/Contents Insurance	2,250	300	2,550
182	110-43140-971	Street Repairs & Maint - Motor Equipment	70,120	40	70,160
183	110-43140-111	Street Repairs & Maint - Wages	694,742	(20,470)	674,272
184	110-43140-214	Street Repairs & Maint - Employee Health Insurance	247,890	(6,770)	241,120
185	110-43140-362	Street Repairs & Maint - Repair & Maint. Operations Equipment	50,000	(10,000)	40,000
188	110-43140-510	Street Repairs & Maint - Insurance General Liability	17,480	(4,100)	13,380
187	110-43150-112	Street Lights & Signs - Overtime	2,000	200	2,200
188	110-43150-213	Street Lights & Signs - TCRS	7,275	200	7,475
189	110-43150-214	Street Lights & Signs - Employee Health Insurance	14,600	20	14,620
190	110-43150-341	Street Lights & Signs - Electricity	730,000	13,000	743,000
191	110-43150-523	Street Lights & Signs - Property/Contents Insurance	90	10	100
192	110-43150-399	Street Lights & Signs - Other Contracted Services	45,500	(13,430)	32,070
193	110-43160-214	Bulk & Brush - Employee Health Insurance	160,503	900	161,403
194	110-43160-375	Bulk & Brush - Memberships & Dues	0	200	200
195	110-43160-399	Bulk & Brush - Other Contracted Services	4,000	8,000	12,000
196	110-43160-411	Bulk & Brush - Office Supplies	200	200	400
197	110-43160-429	Bulk & Brush - General Operating Supplies	3,000	300	3,300
198	110-43160-433	Bulk & Brush - Vehicle Parts, Oil, Fluids, Tires	95,000	25,000	120,000
199	110-43160-523	Bulk & Brush - Property/Contents Insurance	2,160	205	2,365
200	110-43160-111	Bulk & Brush - Wages	482,249	(15,000)	467,249
201	110-43160-362	Bulk & Brush - Repairs & Maint Operations Equipment	25,000	(14,805)	10,195
202	110-43160-510	Bulk & Brush - Insurance General Liability	20,070	(5,000)	15,070
203	110-43175-429	Communication Shop - General Operating Supplies	1,500	1,500	3,000
204	110-43175-431	Communication Shop - Gasoline & Diesel Fuel	3,000	1,100	4,100
205	110-43175-433	Communication Shop - Vehicle Parts/Oil/Fluids/Tires	2,500	500	3,000
206	110-43175-523	Communication Shop - Property/Contents Insurance	690	88	778
207	110-43175-111	Communication Shop - Wages	132,109	(688)	131,421
208	110-43175-378	Communication Shop - Education Seminars & Training	1,500	(1,500)	-
209	110-43175-383	Communication Shop - Travel Business Expenses	1,000	(1,000)	-
210	110-43180-330	Sidewalks - Legal Notices	0	110	110
211	110-43180-931	Sidewalks - Roads Streets & Parking	75,000	9,000	84,000
212	110-43180-455	Sidewalks - Crushed Stone & Sand	3,000	(3,000)	-
213	110-43140-451	Street Repairs & Maint - Concrete Products	7,500	(6,110)	1,390
214	110-43190-345	Traffic Devices - Telephone Services	12,000	2,300	14,300
215	110-43190-399	Traffic Devices - Other Contracted Services	8,500	300	8,800

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216	110-43190-419	Traffic Devices - Small Tools & Equipment	4,000	50	4,050
217	110-43190-378	Traffic Devices - Education Seminars & Training	2,000	(2,000)	-
218	110-43190-383	Traffic Devices - Travel Business Expense	1,000	(650)	350
218	110-43300-399	Pavement Management Systems - Other Contracted Services	0	11,145	11,145
220	110-43300-958	Pavement Management Systems - Street Infrastructure Imp	1,095,336	2,100	1,097,436
221	110-43140-465	Street Repairs & Maint - Asphalt	75,000	(13,245)	61,755
222	110-44410-341	Parks & Rec Administration - Electricity	7,000	1,000	8,000
223	110-44410-343	Parks & Rec Administration - Natural Gas & Propane	4,000	4,270	8,270
224	110-44410-345	Parks & Rec Administration - Telephone Services	5,000	4,075	9,075
225	110-44410-429	Parks & Rec Administration - General Operating Supplies	0	300	300
226	110-44410-523	Parks & Rec Administration - Property/Contents Insurance	240	29	269
227	110-44410-999	Parks & Rec Administration - Other Capital Outlay	8,000	9,230	17,230
228	110-44410-378	Parks & Rec Administration - Education Seminars & Training	1,900	(1,900)	-
228	110-44410-383	Parks & Rec Administration - Travel Business Expenses	3,500	(3,500)	-
230	110-44420-399	Parks & Rec Programs - Other Contracted Services	105,000	(13,504)	91,496
231	110-44420-134	Parks & Rec Program - Christmas Bonus & Longevity	1,285	216	1,501
232	110-44420-523	Parks & Rec Program - Property/Contents Insurance	2,570	345	2,915
233	110-44420-429	Parks & Rec Program - General Operating Supplies	68,000	(561)	67,439
234	110-44430-342	Parks & Rec Maintenance - Water & Sewer	75,000	8,000	83,000
235	110-44430-361	Parks & Rec Maintenance - Repair & Maint Vehicles	5,000	6,000	11,000
236	110-44430-362	Parks & Rec Maintenance - Repair & Maint Building & Grounds	28,000	3,000	31,000
237	110-44430-429	Parks & Rec Maintenance - General Operating Supplies	29,500	8,000	37,500
238	110-44430-433	Parks & Rec Maintenance - Vehicle Parts/Oil/Fluid/Tires	22,000	2,500	24,500
238	110-44430-523	Parks & Rec Maintenance - Property/Contents Insurance	3,385	451	3,836
240	110-44430-999	Parks & Rec Maintenance - Other Capital Outlay	59,572	59,000	118,572
241	110-44430-214	Parks & Rec Maintenance - Employee Health Insurance	145,779	(17,000)	128,779
242	110-44430-343	Parks & Rec Maintenance - Natural Gas & Propane	4,000	(4,000)	-
243	110-44430-399	Parks & Rec Maintenance - Other Contracted Services	153,816	(25,000)	128,816
244	110-44430-455	Parks & Rec Maintenance - Crushed Stone & Sand	10,000	(5,000)	5,000
245	110-44430-510	Parks & Rec Maintenance - Insurance General Liability	27,545	(7,000)	20,545
246	110-43140-465	Street Repairs & Maint - Asphalt	42,857	(28,951)	13,906
247	110-44600-641	Social Services - ALPS	13,000	3,250	16,250
248	110-81000-620	Special Appropriations - TIF Payments	365,000	(3,250)	361,750
249	110-45160-112	Natural Resource Maintenance - Overtime	100	1,000	1,100
250	110-45160-134	Natural Resource Maintenance - Christmas Bonus & Longevity	643	130	773
251	110-45160-329	Natural Resource Maintenance - Other Operating Supplies	1,200	600	1,800
252	110-45160-337	Natural Resource Maintenance - Landscaping	12,000	7,000	19,000
253	110-45160-345	Natural Resource Maintenance - Telephone Services	500	110	610
254	110-45160-351	Natural Resource Maintenance - Medical Services	28	100	128
255	110-45160-429	Natural Resource Maintenance - General Operating Supplies	3,200	2,015	5,215
256	110-45160-431	Natural Resource Maintenance - Gasoline & Diesel Fuel	1,200	3,500	4,700
257	110-45160-433	Natural Resource Maintenance - Vehicle Parts, Oil, Fluid, Tires, ect	1,400	3,200	4,600
258	110-45160-533	Natural Resource Maintenance - Equipment Rental	1,500	1,800	3,300
259	110-45160-399	Natural Resource Maintenance - Other Contracted Services	88,100	(19,455)	68,645

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
280	110-48100-399	Airport - Other Contracted Services	40,500	5,000	45,500
281	110-48100-999	Airport - Other Capital Outlay	500,000	(5,000)	495,000
282	110-49100-731	Debt Interest	2,293,402	720	2,294,122
283	110-49100-798	Debt - Paying Agent Fees	5,000	(720)	4,280
COLUMN TOTALS			\$ 21,987,963	\$ -	\$ 21,987,963

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line Item transfers for Q3 Fiscal Year ending June 30, 2022. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE	<u>Michelle Woods</u>	<u>5/24/22</u>	ACCOUNTING MANAGER
APPROVED / DATE	<u>[Signature]</u>	<u>5/24/22</u>	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	<u>F. W. [Signature]</u>	<u>5.24.22</u>	CITY ADMINISTRATOR

City of Morristown Line Item Transfer

DOCUMENT NO. _____

FUND NO. _____

FY _____

Date _____

Sanitation Fund #435

2022

4/25/22

LINE ITEM TRANSFER(S)

X

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	435-43210-321	Sanitation Department - Printing Services	700	600	1,300
2	435-43210-411	Sanitation Department - Office Supplies & Materials	200	50	250
3	435-43210-431	Sanitation Department - Gasoline & Diesel Fuel	55,000	26,000	81,000
4	435-43210-433	Sanitation Department - Vehicle Parts, Oil, Fluids, Tires	65,000	52,000	117,000
5	435-43210-523	Sanitation Department - Property/Contents Insurance	2,250	300	2,550
6	435-43210-971	Sanitation Department - Motor Equipment	0	17,605	17,605
7	435-43210-562	Sanitation Department - Landfill/Disposition Charges	500,000	(96,555)	403,445
8	435-44500-433	Curbside Recycle - Vehicle/Parts/Oil/Fluid/Tires	11,000	8,000	19,000
9	435-44500-523	Curbside Recycle - Property/Contents Insurance	395	136	531
10	435-43210-111	Sanitation Department - Wages	213,693	(8,136)	205,557
11	435-49180-731	Solid Waste Debt Service - Debt Interest	3,981	225	4,206
12	435-49180-798	Solid Waste Debt Service - Paying Agent Fees	500	(225)	275
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
COLUMN TOTALS			\$ 852,719	\$ -	\$ 852,719

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Q2 Fiscal Year ending June 30, 2022. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE

Michelle Woods

4-25-22

ACCOUNTING MANAGER

APPROVED / DATE

Ken Glavin 4-26-22

ASSISTANT CITY ADMINISTRATOR

APPROVED / DATE

A.W. [Signature] 4/26/22

CITY ADMINISTRATOR

City of Morristown Line Item Transfer

DOCUMENT NO.		
FUND NO.	Storm Water Fund #440	LINE ITEM TRANSFER(S) X
FY	2022	
Date	4/25/22	

[illegible]

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line Item transfers for Q3 Fiscal Year ending June 30, 2022. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE Michelle Weiss 4-25-11 ACCOUNTING MANAGER

APPROVED / DATE Lee / 4-26-23 ASSISTANT CITY ADMINISTRATOR

APPROVED / DATE 4/26/22 CITY ADMINISTRATOR