

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 1, 2016 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Dr. Chris Dotson, Chaplain Coordinator, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
October 18, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
 1. Proclamation declaring November 26, 2016, as Small Business Saturday.
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
 1. Ordinance No. 3567
An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Portion of public right-of-way between King Park (400 Montvue Avenue) and the tax parcel located south addressed 433 Montvue Avenue.
 2. Ordinance No. 3568
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 12 of the Morristown Municipal Code, (Building, Utility, Etc. Codes).
 3. Ordinance No. 3569
Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 13 (Property Maintenance Regs.) Chapter 1 (General Property Maintenance) and Chapter 3 (Tree Ordinance) of the Morristown Municipal Code.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. _____
Being a Resolution of the City of Morristown, Tennessee, Accepting the Proposal of the Tennessee Department of Transportation to Construct a Project in the City of Morristown, Tennessee, Designated as Federal Project No. HSIP-34(105), State Project No. 32004-3226-94, 32004-0224-94, 32004-1224-94, 32004-2226-94, that is described as "Intersection at Commerce Boulevard in Morristown Route: SR-34".
2. Resolution No. _____
Resolution of the City of Morristown, Tennessee, Authorizing the Issuance of Interest Bearing Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016, in an amount not to exceed \$2,000,000, and Providing for the Payment of Said Notes.
3. Resolution No. _____
Initial Resolution Authorizing the Incurrence of Indebtedness by the City of Morristown, Tennessee, in the amount of not to exceed \$15,000,000 by the Execution with the Public Building Authority of the City of Clarksville, Tennessee, of a Loan Agreement to Provide Funding for Certain Wastewater System Improvements, and to Fund the incidental and Necessary Expenses Related Thereto.

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. _____
An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee,
{Annexation of property located at the intersection of W. Economy Road and Catron Lane to include Hamblen County Tax Parcel ID # 032033 01201 with the Zoning Designation to be assigned R-1 (Single Family Residential)}.
{Public Hearing November 15, 2016}
2. Ordinance No. _____
An Ordinance to Amend Ordinance Number 3555, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and Appropriate the sum of \$5,753 Specifically for Additional Small Tools for the Police Department. This Additional Appropriation is Funded by Unbudgeted Revenues that was Received for a Product Defect.
{Public Hearing November 15, 2016}

9-c. Awarding of Bids/Contracts

1. Approval to Purchase Property for the relocation of the Fire Department's Station #4 in the amount of \$390,000 plus any necessary closing costs.
2. Approval of Bid for Demolition of Property submitted by Elkin Rowe, Inc. who will be responsible for the demolition of five (5) properties totaling \$22,830 and AllStar Construction & Demolition who will be responsible for the demolition of five (5) properties totaling \$26,478.13; and allow the City Administrator to enter into a contract with each entity.
3. Approval of Purchase of Large Format Copier/Scanner Extended Warranty from NovaCompany, Inc. The extended two (2) year warranty being offered will total \$3,445.
4. Approval of Change Order #2 for Fire Truck #1. This final change order is for slight modifications which increases the cost of the truck by \$821.40. Council approved the first change order on August 16, 2016 that increased the amount by \$3,106.44, the combined change orders to the truck total \$3,927.84.
5. Approval of State of Tennessee, Department of Safety and Homeland Security Grant for the Morristown Police Department Traffic Safety and Impaired Driving Prevention Program in the amount of \$15,000.
6. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between T. Phillip Carlyle, (412 N. Bellwood Road Map 040 Parcel 039.01 – Villas West) and the City of Morristown.

9-d. Board/Commission Appointments

9-e. New Issues

1. Declare Friday, December 23rd 2016, as a City Holiday in honor of Christmas Eve.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. **ADJOURN**

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

November 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
November 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2016	(Thurs. & Friday)	City Employee's Holiday Thanksgiving
December 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
December 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2016	(Monday)	City Employee's Holiday Christmas
January 2, 2017	(Monday)	City Employee's Holiday New Year's
January 3, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 13, 2017	9 a.m. – 5 p.m.	Mid-Year Council Planning Retreat, Airport Conf. Room
January 17, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
January 17, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
November 1, 2016 5:00 p.m.

1. No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 18, 2016**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, October 18, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Ken Smith, absent; Tommy Pedigo.

Craig Price, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the October 4, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Resolution No. 18-16. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 18-16

BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. NH-34(108), STATE PROJECT NO. 32004-2225-14, THAT IS DESCRIBED AS "FROM NEAR MORRIS BLVD TO WEST OF OLD STAGECOACH ROAD IN RUSSELLVILLE (EPD) ROUTE: SR-34".

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No. NH-34(108), State Project No. 32004-2225-14, which is described as "From Near Morris Blvd to West of Old Stagecoach Road in Russellville (EPD) Route: SR-34"; and

WHEREAS, the Morristown Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

WHEREAS, the Morristown Tennessee City Council wishes to cooperate with the State of Tennessee, Department of transportation, in its road improvements in the City of Morristown, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and

approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council that this resolution is duly passed and approved this the 18th day of October, 2016, and shall take affect from and after its passage.

Passed this the 18th day of October, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution No. 19-16. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**RESOLUTION NO. 19-16
BEING A RESOLUTION OF THE CITY OF MORRISTOWN,
TENNESSEE APPROVING THE 2016 CITY OF MORRISTOWN
EMPLOYEE HANDBOOK.**

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown Employee Handbook, Appendix A, be hereby approved by the City Council for the City of Morristown, Tennessee with an effective date of November 1, 2016.

Passed this the 18th day of October, 2016.

Gary Chesney, Mayor

ATTEST:

City Administrator, Anthony Cox

Councilmember Bivens made a motion to approve Resolution No. 20-16. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

**RESOLUTION NO. 20-16
BEING A RESOLUTION OF THE CITY OF MORRISTOWN,
TENNESSEE APPROVING THE AMERICANS WITH DISABILITIES
ACT (ADA) TRANSITION PLAN.**

Be it resolved by the City Council for the City of Morristown, Tennessee that the Americans with Disabilities Act (ADA) Transition Plan, Appendix A, be hereby approved and ratified by the City Council for the City of Morristown, Tennessee.

Passed this the 18th day of October, 2016.

Gary Chesney, Mayor

ATTEST:

City Administrator, Anthony Cox

Councilmember Senter made a motion to approve Ordinance No. 3567 on first reading and schedule a public hearing relative to final passage of said ordinance for November 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3567
An Ordinance to close and vacate certain rights-of-way within the
City of Morristown. {Portion of public right-of-way between King
Park (400 Montvue Avenue) and the tax parcel located south
addressed 433 Montvue Avenue.**

Councilmember Alvis made a motion to approve Ordinance No. 3568 on first reading and schedule a public hearing relative to final passage of said ordinance for November 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3568

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 12 of the Morristown Municipal Code, (Building,
Utility, Etc. Codes).**

Councilmember Smith made a motion to approve Ordinance No. 3569 on first reading and schedule a public hearing relative to final passage of said ordinance for November 1, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3569

**An Ordinance of the City Council of Morristown, Tennessee,
Amending the Morristown Municipal Code Title 13 (Property
Maintenance Regs.), Chapter 1 (General Property Maintenance) and
Chapter 3 (Tree Ordinance).**

Councilmember Bivens made a motion to approve the U.S. Department of Justice Grant for Comprehensive Redevelopment of MPD Body-Worn Camera Program in the amount of \$42,500, this is a 50% Federal Grant with matching funds coming from the City of Morristown. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve change order #1 to increase the contract with Whaley & Sons by \$6,712.65 (from \$93,715 to \$100,427.65) for the Safe Route to Schools project to add handrail and upgrade old sign equipment. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve change order #2 to decrease the contract with Progression Electric, Inc. by \$9,144.79 (from \$43,704.14 to \$34,559.35) for the LED Replacements at 7 intersections on SR-34 from SR-92 to Odyssey Road project, to adjust final quantities to match the actual installed. This project is being managed by the City of Morristown, with all costs being reimbursed by Jefferson City. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Desktop Computer Bid with CDW Government, LLC, for the unit price amount of \$727.58. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Laptop Computer Bid with RCN Technologies for the unit price amount of \$1,299.99. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Large Format Copier/Scanner Bid with Nova Copy, Inc., for the unit price amount of \$8,770.50. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of a Dodge 5500 Regular Cab Chassis 4x4 for the Public Works Department in the amount of \$79,769.04 from TT of Columbia (State Contract). Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Frauenshuh Hospitality Group of TN, LLC (Dairy Queen) and the City of Morristown. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to appoint Joe Frye to the Parks & Recreation Advisory Board to fill the remaining term of Bill Hooks, term to expire on June 1, 2019. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the October 18, 2016, City Council meeting at 5:53 p.m.


MAYOR

ATTEST:

CITY ADMINISTRATOR



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: City Council
FROM: Lori Matthews, Senior Planner 
DATE: October 18, 2016
SUBJECT: Right of Way Abandonment

REQUEST -

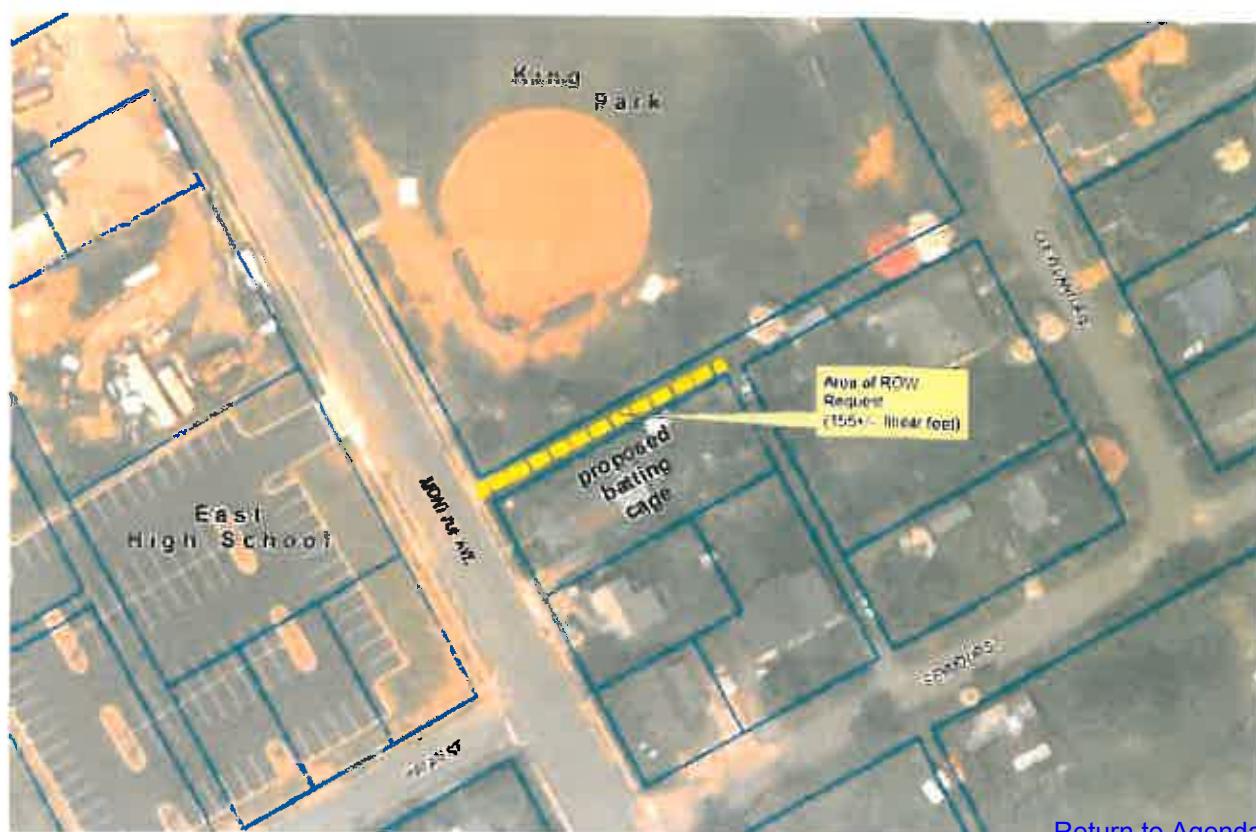
A right-of-way closure request has been submitted by Mr. Clint Harrison on behalf of the Hamblen County Board of Education, property owner of 433 Montvue Avenue, which adjoins this request to the south.

King Park is located due north of this alleyway with East High School to the west. Single family housing along with the newly constructed Rutledge Place apartment complex is located south of the request area.

The Board of Education seeks to construct a batting cage at the above referenced address for their students but needs an additional 5 feet along the north property line to meet zoning regulations. The site plan has been reviewed and approved in house by Staff pending the closure of this right-of-way.

The City has no plans to utilize this property for street construction. Morristown Utilities were notified of the request and have no easements in this area. Adjoining properties were notified of the request but as of this date no comments have been made to this office.

The Planning Commission voted unanimously at their October 11th meeting to forward the request on to City Council for approval.



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ORDINANCE NO. 3567
ENTITLED AN ORDINANCE TO CLOSE AND VACATE
CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF
MORRISTOWN. {Portion of public right-of-way between
King Park (400 Montvue Avenue) and the tax parcel
located south addressed 433 Montvue Avenue}

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, on October 11, 2016 the Morristown Regional Planning Commission considered and recommended the closure of a portion of right-of-way located between King Park and 433 Montvue Avenue; 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, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

BEGINNING on the northwest property corner of Hamblen County tax parcel ID # 032034P H 00200, being addressed as 433 Montvue Avenue, travel in an easterly direction along the north property line of said parcel for approximately 150 feet; thence travel north 5 feet running perpendicular to the north property line of said parcel; thence travelling west running parallel to the north property line for 150 feet; thence travel south 5 feet running parallel to the Montvue right-of-way to the point of beginning to include approximately 750 square feet, thus being a portion of unopened alley right-of-way as shown on Hamblen County Tax Map 34P.

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 this the 18th day of October, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR

Passed on second and final reading this the 1st day of November, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR

**ORDINANCE NO. 3568
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 12 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 12 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 12 - FIRE & CONSTRUCTION CODES

CHAPTER 1 - FIRE CODE

Sec. 12-101. - Fire code adopted.

NFPA 1 Uniform Fire Code, 2012 edition including all standards listed in chapter 2 except for NFPA 5000 and deleting section 24.3.5.1 from NFPA 101 Life Safety Code, 2012 edition.

Note— Copies of the Uniform Fire Code are available from the National Fire Protection Association, Inc., 1 Batterymarch Park, Quincy, MA 02269-9101.

Sec. 12-102. - Modifications.

The Fire Code adopted in section 12-101 is modified by deleting there from Chapter 1.10 titled "Board of Appeals", in its entirety; the members of the Construction Board of Appeals, as established in Chapter 9 of this Title, shall consist of the Board of Appeals for purposes of appeals concerning the Uniform Fire Code.

Sec. 12-103. - Definition of "municipality."

Whenever the word "municipality" is used in the NFPA 1 Uniform Fire Code or referenced Codes herein adopted, it shall be held to mean the City of Morristown, Tennessee.

Sec. 12-104. - Gasoline trucks.

No person shall operate or park any gasoline tank truck within the central business district or within any residential area at any time except for the purpose of and while actually engaged in the expeditious delivery of gasoline.

Sec. 12-105 - Violations and penalties.

It shall be unlawful for any person to violate any of the provisions of this chapter or the Uniform Fire Code hereby adopted, or fail to comply therewith, or violate or fail to comply with any order made thereunder; or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been modified by the Construction Board of Appeals or by a court of competent jurisdiction, within the time fixed herein. The application of a penalty under the general penalty clause for the municipal code shall not be held to prevent the enforced removal of prohibited conditions.

CHAPTER 2 - FIRE DISTRICT

Sec. 12-201. - Fire districts described.

The fire districts of the city are hereby described as follows:

That area bounded on the west by Jackson Street, on the east by Daisy Street, on the south by Second South Street and on the north by Third North Street.

***Note—The significance of the fire district is that Appendix D of the 2012 International Building Code, applicable to the city through title 12 of this Code, imposes certain construction, modification and other requirements peculiar to buildings located within the fire district, and prohibits hazardous (Group H) occupancies within the fire district. Chapter 3, Section 307 of the 2012 International Building Code defines hazardous (Group H) occupancy in both general and specific terms, but generally it refers to occupancies involving highly combustible, flammable or explosive materials.**

CHAPTER 3 CONSTRUCTION CODES ADOPTED

Sec. 12-301. - Codes adopted.

The following codes, amendments, appendixes and revisions are hereby adopted:

- (1) International Building Code and appendixes A, B, C, D, F, G, I, 2012 edition.

{International Building Code appendix A101.4 Termination of employment is deleted in its entirety.} Ordinance 3552

International Building Code Section 105.1 is amended by adding the following: Exception: Any work to be completed which will alter or change any structural component must be completed by a licensed contractor.

- (2) International Residential Code and appendices E, G, H, K, 2012 edition.

Appendix F as “Optional or as required by the Building Official”.

{Replace Section R313.1 regarding Automatic Sprinkler systems in Townhouses, replace the exception with the following language: “An automatic residential fire sprinkler system shall not be required if a 2 hour fire resistance rated wall exists between units, if such walls do not contain plumbing and/or mechanical equipment, ducts, or vents in the common wall.”} Ordinance 3552

{Replace Section R313.2 regarding Automatic Sprinkler systems in One-and Two-family dwellings: Replace “An automatic residential fire sprinkler system shall be installed in one- and two- family dwellings.” with “An automatic residential fire sprinkler system in one- and two- family dwellings is optional.”} Ordinance 3552

International Residential Code is amended by the following:

N1103.1.1 Programmable Thermostat – after the word “Thermostat” in the title, insert the word “Optional”.

N1102.4.1.2 Testing – After the word “Testing” in the title, insert the word “Optional”.

N1103.2.2 Sealing – before the word “Duct Tightness” in the second section, insert the word “Optional”.

105.1 Work exempt from permit – Delete Item 1 and Delete Item 10.

Table 301.2(1) is amended by adding the following: Climatic/Geographic Design Criteria (Fill in the blanks in the table as applicable).

Table 1102.1.1 Adopt Table in 2009 International Residential Code.

Table 1102.1.3 Adopt Table in 2009 International Residential Code.

Table 1102.2.6 Steel frame – Adopt Table in 2009 International Residential Code.

2904 Dwelling Unit Fire Sprinkler Systems – Insert the word “Optional”.

- (3) International Existing Building Code, 2012 edition.

- (4) International Plumbing Code and appendixes B, E, F, 2012 edition.
- (5) International Mechanical Code and appendix A, 2012 edition.
- (6) International Fuel Gas Code and appendixes A, B, C, D, 2012 edition.

International Fuel Gas Code is amended by the following:

404.4 Delete the word “solid” from solid partitions and walls.

- (7) International Property Maintenance Code, 2012 edition.
- (8) 2010 ADH Standards for Accessible Design.
- (9) International Energy Conservation Code 2012 edition.

International Energy Conservation Code is amended by the following:

R403.1.1 Programmable Thermostat (Optional).

R402.4.1.2 After the word “Testing” insert the word “Optional”.

R403.2.2 Duck tightness shall be verified by either of the following “Optional”.

R402.1.1 Adopt Table in 2009 International Energy Conservation Code.

R402.1.3 Adopt Table in 2009 International Energy Conservation Code.

R402.2.6 Adopt Table in 2009 International Energy Conservation Code.

CHAPTER 4 - ELECTRICAL CODE^[3]

Sec. 12-401. – Electrical code adopted.

Pursuant to authority granted by T.C.A. §§6-54-501 – 6-54-506 and for the purpose of providing practical minimum standards for the safeguarding of persons and of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio, signaling, or for other purposes, the National Electrical Code (NFPA 70), 2008 edition, as prepared by the National Fire Protection Association, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the electrical code.

- i. Pursuant to the requirements of T.C.A. § 6-54-502, one copy of the electrical code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.
- ii. Modifications.

- (a) Article 300-50 along with Table 300-50 of the 2008 edition of the National Electrical Code is deleted in its entirety and the following substituted therefore:

Article 300-50. Underground installations.

Underground conductors shall be identified for the voltage and conditions under which they are installed.

All underground conductors with a potential of more than six hundred (600) volts shall be installed in:

- (1) Rigid metal conduit at a minimum depth of thirty-six (36) inches; or
- (2) Schedule forty (40) nonmetallic conduit encased in a minimum of two (2) inches of concrete at a minimum depth of thirty-six (36) inches; or
- (3) Schedule eighty (80) nonmetallic conduit at a minimum depth of forty-two (42) inches. All depth measurements are to top of conduits.

These minimum depth requirements may be reduced six (6) inches for each two (2) inches of concrete or equivalent protection placed in the trench over the underground installation. Lesser depths shall be permitted where conductors rise for terminations or splices or where access is required.

Special permission may be obtained for lesser depths where solid rock is encountered.

(b) The 2008 amendments to Chapter 0780-2-1 of the Tennessee Department of Commerce and Insurance, Division of Fire Prevention, Rules Regarding Electrical Installations are hereby adopted by reference.

Sec. 12-402. - Right to appeal interpretations and decisions of the electrical inspector.

Any person may appeal interpretations and decisions of the electrical inspector to the Construction Board of Appeals.

Sec. 12-403. - Liability for damages and injuries.

This chapter shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling, or installing any electric wiring, devices, appliances, or equipment for damages to person or property caused by any defect therein, nor shall the city be held as assuming any such liability by reason of the inspection authorized in this chapter, the certificate of approval issued as provided in this chapter, or the certificate issued as provided in this chapter.

Sec. 12-404. - Right of trained employees to make repairs and installations for employers.

Nothing contained in this chapter shall be construed to prevent any person who regularly employs a trained serviceman from causing or permitting such trained serviceman from installing or adjusting electrical appliances or installations belonging to or under the control of such employer; provided, that the electrical installation shall, at all times, be performed and maintained in accordance with the standards set forth in this chapter.

Sec. 12-405. - Electrical inspector; qualifications.

A City of Morristown Electrical Inspector shall hold certifications of Residential Electrical Inspector and Commercial Electrical Inspector from either the International Code Council or the International Association of Electrical Inspectors.

Sec. 12-406. - Duties generally.

It shall be the duty of the electrical inspector to see that the provisions of this chapter are enforced. He shall, upon application, grant permits for the installation of electric wiring, devices, appliances, and equipment; provided, that the applicant has complied with all provisions of this chapter, and shall make inspections of all new electrical installations and reinspections of all electrical installations, all as provided in this chapter. He shall keep complete records of all permits issued, inspections and reinspections made, and other official work performed in accordance with the provisions of this chapter. He shall also keep on file a list of inspected electrical appliances issued by Underwriter's Laboratories, Inc., which list shall be accessible for public reference during regular office hours. He shall hold membership in the International Association of Electrical Inspectors and shall serve on any electrical committee of this association to which he may be appointed. All expenses in connection with such activities shall be charged against the receipts of the electrical inspector's office.

The electrical inspector shall decide all questions pertaining to the installation of electric wiring, devices, and equipment not otherwise provided for in this chapter.

Sec. 12-407. - Right of entry for inspection.

The electrical inspector shall have the right, in the discharge of his duties to enter any building, manhole, or subway or to climb any pole for the purpose of examining and testing the electrical installations therein or thereon, and for that purpose, he shall be given prompt access to all buildings, public or private, and all manholes, subways, or poles, on application to the individual or company owning or in charge of same.

Sec. 12-408. - Authority to disconnect electricity; delegation of rights and duties to assistants.

The electrical inspector shall have the authority to cut or disconnect any wire in cases of emergency where necessary for safety to life or property or where such wire may interfere with the work of the fire department. The electrical inspector is hereby empowered to disconnect or order the discontinuance of electrical service to any electric wiring, devices, appliances, or equipment found to be dangerous to life or property because they are defective or defectively installed or otherwise not in conformity with the provisions of this chapter until such wiring, devices, appliances, and equipment and their installation have been made safe as directed by him. The electrical inspector is hereby authorized to delegate any of his rights or duties to any of his assistants.

Sec. 12-409. - Permits to be issued to licensed electricians only; exceptions.

No permit for the installation or alteration of any electric wiring, devices, appliances, or equipment shall be issued to any person unless such person is the holder of a license entitling such person to secure permits for and to execute the work described in the application for the permit; except, that upon application and payment of the fees therefor, permits shall be issued to unlicensed persons for work which this code and other ordinances of the city specifically permit them to execute without a license.

Sec. 12-410. - Allowing name, license, or bond to be used to obtain permit fraudulently.

It shall be illegal for any person, firm, or corporation engaged in the electrical business to allow his or its name to be used by any other person, firm, or corporation, directly or indirectly, to obtain a permit for the construction of any work under his or its license, or bond; nor shall he or they make any misrepresentations or omissions in their applications.

Sec. 12-411. - Inspections required; issuance of certificate of approval.

Upon the completion of the work which has been authorized by the issuance of any permit, it shall be the duty of the person installing the same to notify the electrical inspector, who shall inspect the installation as soon thereafter as practicable; and, if it is found to be fully in compliance with the provisions of this chapter and when requested, he shall issue to such person a final certificate of approval, with duplicate copy for delivery to the owner, authorizing connection to the source of supply, the turning on of the current and the use of the installation, and shall send written notice of such authorization to the public service corporation furnishing the electric service.

Sec. 12-412. - Certificates authorizing connection of temporary work; preliminary certificates of approval.

When a certificate of approval is issued authorizing the connection and use of temporary work, such certificate shall be issued to expire at a time stated therein, and shall be revocable by the electrical inspector for cause. A preliminary certificate of approval may be issued authorizing the connection and use of certain specified portions of incomplete installations.

Sec. 12-413. – Reinspections.

The electrical inspector may make, periodically, a thorough reinspection of the installation of all electric wiring, devices, appliances, and equipment installed within the city and within the scope of this chapter. When the installation of any such wiring, devices, appliances, or equipment is found to be in a dangerous or unsafe condition, the person owning, using, or operating the same shall be notified in writing and shall make the necessary repairs or changes required to place such wiring, devices, appliances, and equipment in safe condition and have such work completed within 15 days or any longer period specified by the electrical inspector in such notice.

Sec. 12-414. - Connection or reconnection of equipment without certificate prohibited.

It shall be unlawful for any person to make connection from a source of electrical energy to any electric wiring, devices, appliances, or equipment for the installation of which a permit is required until a certificate of approval has been issued by the electrical inspector authorizing such connection and the use of such wiring, devices, appliances, or equipment, or to any electric wiring, devices, appliances, or equipment which has been disconnected or ordered to be disconnected by the electrical inspector or the use of which has been ordered by the electrical inspector to be discontinued until a certificate of approval has been issued by him authorizing the reconnection and use of such wiring, devices, appliances, or equipment.

Sec. 12-415. - Fees for electrical inspections.

- (1) The electrical inspector shall collect the same fees as are authorized in T.C.A. § 68-102-143 for electrical inspections by deputy inspectors of the state fire marshal.
- (2) In the event inspection fees are not paid by the date of completion, the electrical inspector may revoke the unpaid permit and refuse new permits until unpaid fees become paid. The electrical inspector may take any and all further action as allowed by the laws of the State of Tennessee.

CHAPTER 5 – PLUMBING REQUIREMENTS LICENSE AND PERMITTING

Sec. 12-501 – License Required.

Before any person, firm, or corporation shall engage in the plumbing business within the City of Morristown, that person shall be qualified as set forth herein. Said person, firm, or corporation must provide proof of a current State of Tennessee Contractor's License in the proper classification as per T.C.A. §62-6-111 and certificate of liability insurance when applying for a plumbing permit. Said classification shall be appropriate to the work represented by the plumbing permit.

Sec. 12-502 – Right of Appeal.

Any person may appeal interpretations and decisions of the plumbing inspector to the Construction Board of Appeals.

Sec. 12-503 – Application for Permit.

The person named as applicant shall be designated in the certificate of license as the supervisor of all work done under said license. The person designated as the supervisor may be a sole proprietor, or an employee of a company; or a member of a firm or partnership; or an officer of a corporation, depending upon the particular circumstances. A person may only be designated as the supervisor for one company at a time; the same person cannot hold multiple licenses for different entities. In the event that the business association with or employment of the supervisor of a license shall terminate, the company, firm, partnership or corporation can draw no further permits until such time as a new supervisor shows proof of license in the State of Tennessee as specified by this chapter.

Any person, firm, or corporation whose work does not conform to the rules herein set out; or whose workmanship or materials are of inferior quality; or who willfully or by reason of incompetence violates any statute of the State of Tennessee or any local ordinance shall be notified by the Building Official of such violation. The Building Official may seek any and all remedies available in State of Tennessee law, including revocation of permit.

CHAPTER 6 – GAS REQUIREMENTS LICENSE AND PERMITTING

Sec. 12-601 – License Required.

Before any person, firm, or corporation shall engage in the gas business within the City of Morristown, that person shall be qualified as set forth herein. Said person, firm, or corporation must provide proof of a current State of Tennessee Contractor's License in the proper classification as per T.C.A. §62-6-111 and certificate of liability insurance when applying for a gas permit. Said classification shall be appropriate to the work represented by the gas permit.

Sec. 12-602 – Right of Appeal.

Any person may appeal interpretations and decisions of the gas inspector to the Construction Board of Appeals.

Sec. 12-603 – Application for Permit.

The person named as applicant shall be designated in the certificate of license as the supervisor of all work done under said license. The person designated as the supervisor may be a sole proprietor, or an employee of a company; or a member of a firm or partnership; or an officer of a corporation, depending upon the particular circumstances. A person may only be designated as the supervisor for one company at a time; the same person cannot hold multiple licenses for different entities. In the event that the business association with or employment of the supervisor of a license shall terminate, the company, firm, partnership or corporation can draw no further permits until such time as a new supervisor shows proof of license in the State of Tennessee as specified by this chapter.

Any person, firm, or corporation whose work does not conform to the rules herein set out; or whose workmanship or materials are of inferior quality; or who willfully or by reason of incompetence violates any statute of the State of Tennessee or any local ordinance shall be notified by the Building Official of such violation. The Building Official may seek any and all remedies available in State of Tennessee law, including revocation of permit.

CHAPTER 7 ELECTRICAL REQUIREMENTS LICENSE AND PERMITS

Sec. 12-701 – License Required.

Before any person, firm, or corporation shall engage in the electrical business within the City of Morristown, that person shall be qualified as set forth herein. Said person, firm, or corporation must provide proof of a current State of Tennessee

Contractor's License in the proper classification as per T.C.A. §62-6-111 and certificate of liability insurance when applying for an electrical permit. Said classification shall be appropriate to the work represented by the electrical permit.

Sec. 12-702 – Right of Appeal.

Any person may appeal interpretations and decisions of the electrical inspector to the Construction Board of Appeals.

Sec. 12-703 – Application for Permit.

The person named as applicant shall be designated in the certificate of license as the supervisor of all work done under said license. The person designated as the supervisor may be a sole proprietor, or an employee of a company; or a member of a firm or partnership; or an officer of a corporation, depending upon the particular circumstances. A person may only be designated as the supervisor for one company at a time; the same person cannot hold multiple licenses for different entities. In the event that the business association with or employment of the supervisor of a license shall terminate, the company, firm, partnership or corporation can draw no further permits until such time as a new supervisor shows proof of license in the State of Tennessee as specified by this chapter.

Any person, firm, or corporation whose work does not conform to the rules herein set out; or whose workmanship or materials are of inferior quality; or who willfully or by reason of incompetence violates any statute of the State of Tennessee or any local ordinance shall be notified by the Electrical Inspector or Building Official of such violation. The Electrical Inspector or Building Official may seek any and all remedies available in State of Tennessee law, including revocation of permit.

Sec. 12-704. - Nontransferable.

No license or certificate issued in accordance with the provisions of this chapter shall be assignable or transferable.

Sec. 12-705. - Electrical license required; exceptions.

Except as otherwise provided in this chapter, no person shall in any manner undertake to execute or perform any work of installing, maintaining, altering, or repairing any electric wiring devices, or equipment, unless such person is the holder of a State of Tennessee license, as prescribed in this chapter, nor as specifically permitted under the class of license held by such person; provided, that an unlicensed person shall be permitted to work as an apprentice or helper under the supervision of a licensed electrician; provided further, that no license shall be

required in order to perform or execute any of the classes of work described in the following sub-sections:

- (1) Any work involved in making tests or repairs to devices, appliances, or apparatus, but not including any connection for permanent replacements.
- (2) Any work involved in the manufacture, test, or repair of electrical materials, devices, appliances, or apparatus, but not including any wiring other than that required for testing purposes.
- (3) The assembly, erection, connection and repair of electric apparatus and equipment by the manufacturer of such apparatus and equipment, but not including any electric wiring other than that involved in making electrical connections on the apparatus or equipment itself or between two or more parts of such apparatus or equipment.

Sec. 12-706. - Classes of electrical licenses.

-Electrical licenses shall be classified in two types as follows:

Class I Electrical Contractor – Holder must have a State of Tennessee Contractors License with a Classification of “E” or “CE”.

Class II Electrical Contractor – Holder must have a State of Tennessee Limited Liability Electricians License (LLE).

Sec. 12-707. - Electricians employed by itinerant circuses, etc.

Electricians not residents of the city, but employed by itinerant companies operating stage shows, circuses, and similar forms of entertainment, may install electrical equipment for the use of such companies, subject to the approval, supervision, and instruction of the electrical inspector.

CHAPTER 8 - DEMOLITION CODE

Sec. 12-801. - Permit required.

It shall be unlawful for any person or entity to demolish or cause to be demolished any building or structure over 100 square feet within the city without first obtaining a demolition permit from the building department. Such permit shall be known as "demolition permit." This permit will be in addition to the required land disturbance permit issued by the City Administrator or his designee.

Sec. 12-802. - Application for permit.

Any person or entity desiring such a permit shall file with the building department an application therefore in writing on a form to be furnished by the city for that purpose. Such application shall include the following:

- (1) The size of the building.
- (2) The location of the building or structure to be demolished.
- (3) The location of the site that debris is to be deposited.
- (4) A completed list of all hazardous materials within the structure.
- (5) A copy of the current Tennessee one call ticket number.
- (6) A copy of the State of Tennessee's application for a demolition permit from the Department of Environment and Conservation (TDEC), Tennessee Department of Transportation (TDOT), and Division of Air Pollution Control, (if applicable to the project).
- (7) A site plan will be required if any of the following conditions are met:
 - a. The demolition plan involves the movement of more than 1,000 cubic yards of material including foundations, paving materials, and soils. If materials are being used as fill material on another location then a site plan must be submitted for the area receiving demolition materials.
 - b. Any structures being demolished are within existing regulated setbacks as required by current zoning.
 - c. Any structures being demolished are attached to a structure that is to remain. The city may require a demolition plan prepared by a licensed engineer or licensed architect for this case.
 - d. Any demolition activity that adjoins a city right-of-way.

A site plan that is submitted as part of a demolition permit must include property lines, scale of drawing, existing ground contours, final contours, erosion and sediment control measures, existing utilities, north arrow, street name, and property address of demolition site. The city may require additional information as required by the engineering department.

Sec. 12-803. - Investigation and inspections.

Upon the filing of the application, the building department shall cause an investigation to be made of the building or structure and the matters addressed by the application in order to approve or deny the building permit. The building department and the engineering department shall make an inspection of the site prior to beginning the demolition and shall inspect the site at the completion of the demolition to ensure that the demolition process is following the process proposed within the application. The building and/or the engineering department may make additional inspections throughout the demolition project as needed in order to ensure compliance with the demolition permit and any other applicable regulations within the city.

Sec. 12-804. - Terms and conditions of permit.

When a demolition permit is granted, such terms and conditions, as may be deemed reasonable and proper, may be imposed. These terms and conditions may include, but are not limited to, the public streets, or other public property in the city on, over or through which debris shall be moved. Debris shall be located where such debris will not be materially detrimental or injurious to public safety or to public welfare or the property in the district to which it is to be deposited.

Sec. 12-805. - Estimate of cost.

The permit cost shall be based on the current fee schedule approved by the Morristown City Council for building permits.

Sec. 12-806. - Liability insurance.

All buildings to be demolished over 300 total square feet shall require that the contractor submit proof of liability insurance (standard million-dollar construction policy required) and workman's compensation coverage.

Sec. 12-807. - Clearance of site and safety measures required.

The permit holder or his authorized agent shall notify the appropriate utilities in order that all gas, water, electrical, or sewer to be disconnected from the building may be securely capped, sealed, or disconnected in accordance with the utility's policies and regulations. Disconnection of any sprinkler service requires the notification of the Morristown City Fire Marshal.

Immediately after demolition of the building or structure, the permit holder or his authorized agent shall securely barricade all basement excavations and other holes or openings. The site shall meet or exceed all erosion control requirements within the land disturbance ordinance (City of Morristown Ordinance No. 3148) throughout the demolition process.

At the completion of the demolition, the site shall be properly maintained and meet or exceed all erosion control requirements within the land disturbance ordinance (City of Morristown Ordinance No. 3148). The site shall be maintained per the property maintenance requirements with the Morristown Municipal Code (title 13).

Sec. 12-808. - Suspension of permit.

The building department, at any time, for sufficient cause, may revoke or suspend any permit granted under this chapter.

Sec. 12-809. - Repairs to public property.

In the event that the demolition or transport of debris causes damage to the public streets or other public property, the permit holder shall be subject to reimbursement of the cost of replacement or repairs.

Sec. 12-810. - Certificate of compliance.

At the completion of the demolition, the permit holder shall request a final inspection from the building department. If the site meets all of the permit requirements, the building department shall issue a certificate of compliance for the permit.

CHAPTER 9: CONSTRUCTION BOARD OF APPEALS

Sec. 12-901. - Construction Board of Appeals.

There is hereby created a Construction Board of Appeals which shall consist of nine members appointed by the City Council.

The Construction Board of Appeals shall meet as needed for the transaction of business. The board shall have the authority to hear appeals of decisions and interpretations of the building, plumbing, gas, electrical, mechanical and fire inspectors.

The Construction Board of Appeals shall also hear appeals of decisions of the Building Official regarding property maintenance pursuant to Section 111 of the International Property Maintenance Code.

The board members shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. No board member shall act in a case in which he has a personal or financial interest.

The terms of office of the board members shall be staggered so that no more than one-third of the board is appointed or replaced in any 12-month period. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from board meetings shall, at the discretion of city council, render such member subject to removal from office.

A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present."

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 18TH DAY OF OCTOBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 1ST DAY OF NOVEMBER,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3569
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE, AMENDING TITLE 13
(PROPERTY MAINTENANCE REGS) CHAPTER 1 (GENERAL
PROPERTY MAINTENANCE) AND CHAPTER 3 (TREE
ORDINANCE) OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Title 13. Chapter 1. Section 13-105 (d)(5), Section 13-109(e) and (j), and Chapter 3 Section 13-303, 13-303(6) and Section 13-306(a), of the Morristown Municipal Code be deleted and substituted therefore the following:

Chapter 1 General Property Maintenance

Sec. 13-105. – Removal of vegetation and debris from certain lots.

(d)(5). In addition to the foregoing provisions, any person violating any of the provisions of this chapter shall be liable for a civil penalty pursuant to Title 3 Section 3-109 and 3-110 of the Morristown Municipal Code.

Sec. 13-109. – Junked yards and automobile graveyards.

(e) *Failure to remove.* The owner of any abandoned and/or junked vehicle who fails, neglects or refuses to remove such vehicle or to house such vehicle and abate such nuisance in accordance with the notice given pursuant to the provisions of the previous section shall be guilty of a misdemeanor and/or in violation of the city ordinance.

(j) *Penalty for violations.* Any person violating this chapter shall be subject to a civil penalty of \$50.00 and costs for each separate violation of this chapter. Each day the violation of this chapter continues shall be considered a separate violation.

Chapter 3 Tree Ordinance

Sec. 13-303. – Administration.

Delete: The city administrator shall be responsible for carrying out this chapter.

Amend

(6) *Review by city council.* The city council shall have the right to review the conduct and acts of the tree board.

Sec. 13-306 – Tree Removal.

(a) Dead, diseased and dying trees that pose a safety or health risk to residents, utility lines, service lines or to other trees shall be removed in a timely manner. This section applies to public trees, but it is recommended for private trees as well. The tree board will make the risk determination for public trees. In the case of an emergency, trees may be removed without prior authorization upon the completion of a risk determination by the City Administrator or his or her designee.

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 18TH DAY OF OCTOBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF NOVEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**RESOLUTION NO. _____
BEING A RESOLUTION OF THE CITY OF MORRISTOWN,
TENNESSEE ACCEPTING THE PROPOSAL OF THE
TENNESSEE DEPARTMENT OF TRANSPORTATION TO
CONSTRUCT A PROJECT IN THE CITY OF MORRISTOWN,
TENNESSEE, DESIGNATED AS FEDERAL PROJECT NO.
HSIP-34(105), STATE PROJECT NO. 32004-3226-94, 32004-0224-
94, 32004-1224-94, 32004-2226-94, THAT IS DESCRIBED AS
“INTERSECTION AT COMMERCE BOULEVARD IN
MORRISTOWN ROUTE: SR-34”.**

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No. HSIP-34(105), State Project No. 32004-3226-94, 32004-0224-94, 32004-1224-94, 32004-2226-94, which is described as “Intersection at Commerce Boulevard in Morristown Route: SR-34”; and

WHEREAS, the Morristown Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

WHEREAS, the Morristown Tennessee City Council wishes to cooperate with the State of Tennessee, Department of transportation, in its road improvements in the City of Morristown, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council that this resolution is duly passed and approved this the 1st day of November, 2016, and shall take affect from and after its passage.

Passed this the 1st day of November, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 1 RIGHT OF WAY OFFICE
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901
(865) 594-2496**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 12, 2016

The Honorable Gary Chesney
Mayor of Morristown
100 West First North Street
Morristown, TN 37814

RE: PROPOSAL TO CITY OF MORRISTOWN

Federal Project No. HSIP-34(105)
State Project No. 32001-2224-94
Hamblen County
Pin No.:121573.00
SR 34, Intersection at Commerce Boulevard in Morristown

Dear Mayor Chesney:

A TDOT Right of Way Agent is handing you one (1) set of plans and three (3) copies of the proposal on the above referenced project. The State representative handing you the proposal will be willing to answer any questions you may have or obtain the answers for you. **Following acceptance, two (2) copies of each proposal should be returned to me, each accompanied by a certified copy of the ordinance or resolution, whichever is applicable.** An example of a resolution with the necessary legal language is attached.

It is to be noted that we cannot begin buying the rights-of-way for this project until the City of Morristown has accepted the proposal and same has been reviewed and approved by the Department attorney. Therefore, your earliest attention to this matter will be appreciated.

We appreciate your cooperation and if we can be of assistance in any way, please do not hesitate to give us a call.

Yours truly,

Andrea R. Hall, P.E.
Transportation Manager 2
Right-of-Way Office

ARH/bp
Attachment

P R O P O S A L
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE CITY OF MORRISTOWN, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Morristown, Tennessee, hereinafter “CITY”, designated as Federal Project No. HSIP-34(105), State Project No. 32004-3226-94,32004-0224-94,32004-1224-94,32004-2226-94 , that is described as “Intersection at Commerce Boulevard in Morristown Route: SR-34”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY, or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that

lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will prohibit encroachments of any kind upon the right-of-way and

easements for the project.

14. The CITY will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

15. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

16. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

17. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

18. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 15 of this Proposal.

19. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

20. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein.

21. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

22. The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 2016.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

Index of Sheets

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROPOSED SECTION AND ADJACENT SECTIONS
3	PROPERTY MAP AND ACQUISITION NOTES
3A	R.O.W. NOTES, UTILITY NOTES, AND UTILITY OWNERS
4	PRELIMINARY LAYOUT
4A	PROPOSED DETAILS
4B	PROPOSED LAYOUT
4C	PROFILE
5	PROFILE OF SIDE FACES AND DRIVEWAYS
6	EROSION PREVENTION AND SEDIMENT CONTROL PLAN
7	PROPOSED SECTION
8	PROPOSED SECTION
9-16	ROADWAY CROSS-SECTIONS
17-18	SIDE ROAD CROSS-SECTIONS

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING**

HAMBLETON COUNTY

S.R. 34: INTERSECTION AT COMMERCE BOULEVARD IN MORRISTOWN

RIGHT-OF-WAY

STATE HIGHWAY NO. 34 F.A.H.S. NO. 11E



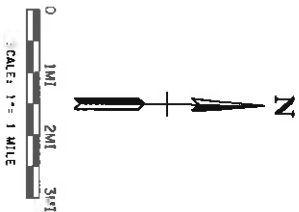
HAMBLETON CO.
S.R. 34

TENN.	YEAR	SHEET NO.
2016	1	

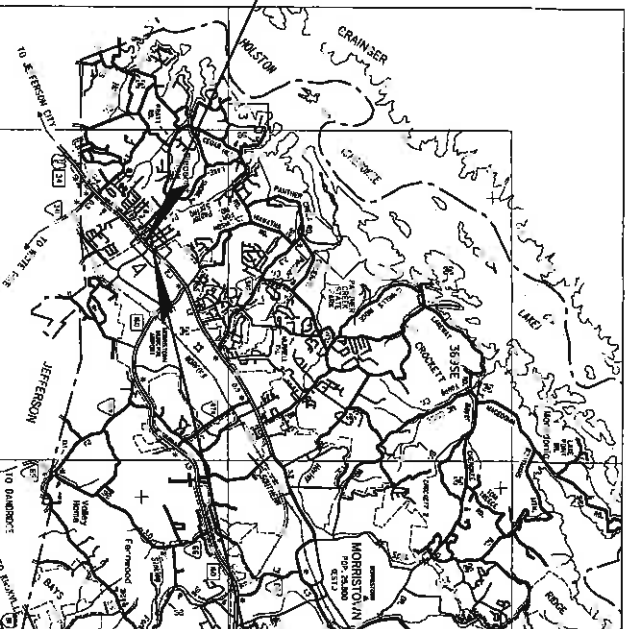
FED. AID PROJ. NO. HSIP-34(105)
STATE PROJ. NO. 32001-2224-94

S.R. 34 HAMBLETON CO.

Return to Agenda



BEGIN PROJ. NO. 32001-2224-94
STA. 105+70.00 (R.O.W.)



SCALE: 1" = 52.50'

RIGHT-OF-WAY LENGTH 0.077 MILES

NO EXCLUSIONS
NO EQUITATIONS

END PROJ. NO. 32001-2224-94
STA. 109+75.00 (R.O.W.)

PROJECT OF LIMITED SCOPE

DESIGNED BY

APPROVED: *[Signature]*
PAUL D. DEODS, CHIEF ENGINEER
DATE: _____

JOHN ACHREFF, CIVIL ENGINEER

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: _____
DATE: _____
DISTRICT ADMINISTRATOR

TRAFFIC DATA

ADT (2007)	24,520
ADT (2017)	37,720
ADT (2037)	32,560
D	52 - 48
T (ADT)	73 X
T (D)	42 X
V	70 W-1

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.
THIS PROJECT TO BE COMPLETED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

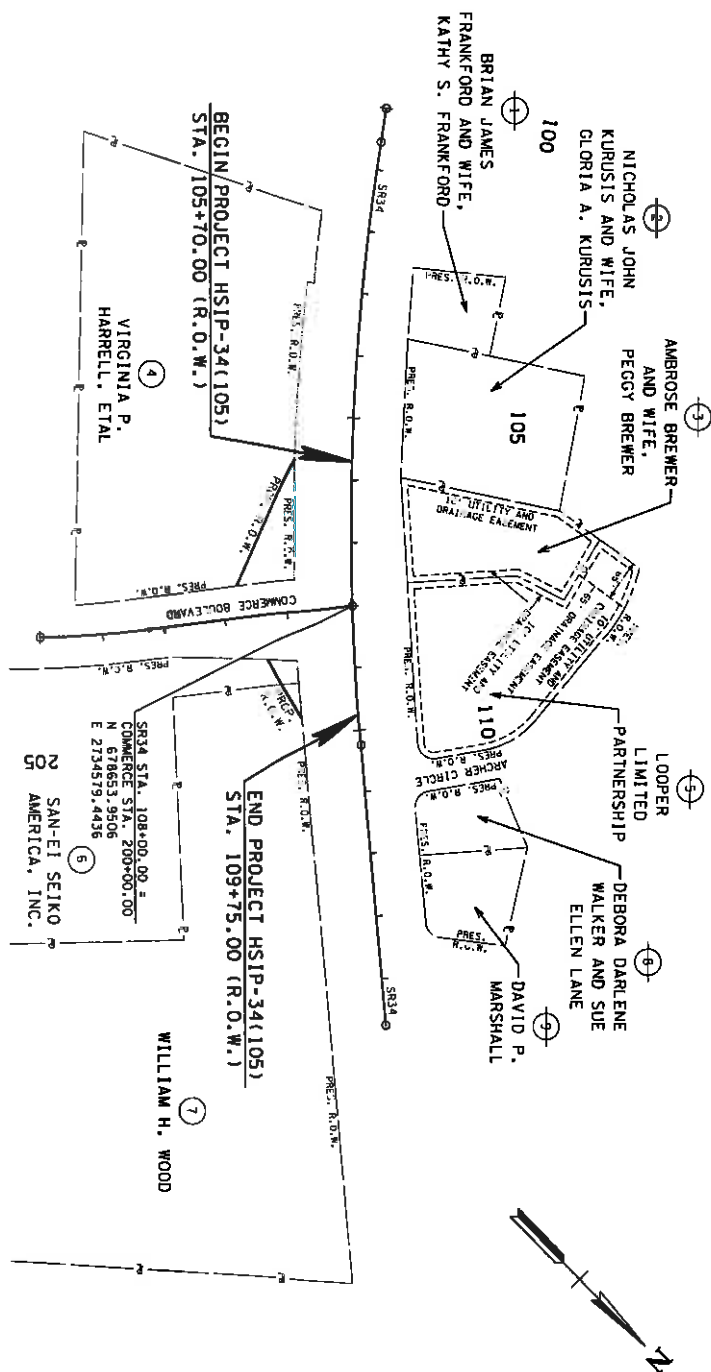
TDOT C.E. MANAGER: ERIC WILSON, P.E.

DESIGNED BY: CANNON & CANNON, INC.

DESIGNER: BECKY HEADRICK, P.E.

P.E. NO. 32004-0024-94

PIN NO. 121573.00

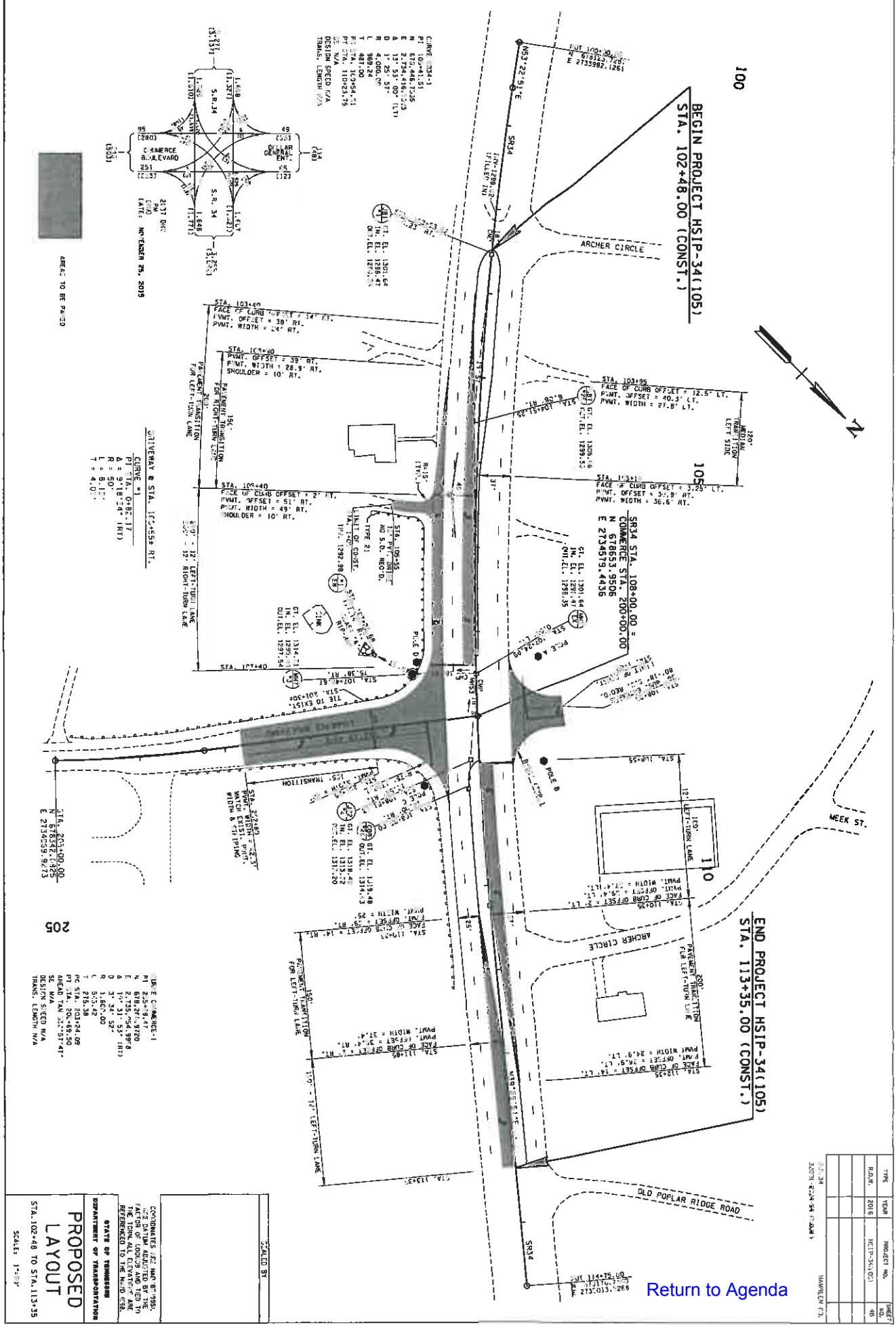
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R.O.W. ACQUISITION TABLE

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DISTURBED AREA	
N BETWEEN SLOPE LINES	1.842 (AC)
15 FOOT WIDE STRIP (OUTSIDE SLOPE LINES)	1.625 (AC)
TOTAL DISTURBED AREA	3.367 (AC)

**PROPERTY MAP
AND
ACQUISITION
TABLE**



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[Return to Agenda](#)

EXAMPLE

RESOLUTION 98-18

**ACCEPTANCE OF THE PROPOSAL OF THE
TENNESSEE DEPARTMENT OF TRANSPORTATION
TO CONSTRUCT A PROJECT DESIGNATED AS
FEDERAL PROJECT NO. BR-STP-1 (79),
STATE PROJECT NO. 82002-2265-94,
SR-1 (US-11) OVER LITTLE CREEK (LM. 25.14)**

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Bristol, Tennessee, concerning Federal Project No. BR-STP-1 (79), State Project No. 82002-2265-94, which involves the replacement of West State Street (SR 1) Bridge Over Little Creek (LM 25.14);and

WHEREAS, the Bristol Tennessee City Council has determined that the above referenced project will benefit the City of Bristol, Tennessee and the citizens thereof; and

WHEREAS, the Bristol Tennessee City Council wishes to cooperate with the State of Tennessee, Department of Transportation, in its make road and bridge improvements in the City of Bristol, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Bristol as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Bristol Tennessee City Council, and the City of Bristol shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Bristol Tennessee City Council that this resolution is duly passed and approved this 16th day of December 2007, and shall take affect from and after its passage.

Done this 16th day of December 2007.

MAYOR

ATTEST:

RECORDER

APPROVED FOR ENTRY:

CITY ATTORNEY

EXAMPLE

RESOLUTION NO _____

**RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE,
AUTHORIZING THE ISSUANCE OF INTEREST BEARING
TELECOMMUNICATIONS SYSTEM REVENUE AND TAX CAPITAL
OUTLAY NOTES, SERIES 2016, IN AN AMOUNT NOT TO EXCEED \$2,000,000,
AND PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing revenue and tax capital outlay notes to finance certain public works projects, consisting of improvements to the telecommunications system of the Municipality (the "System"), the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the System is operated by the Morristown Utilities Commission (the "Commission");

WHEREAS, the Commission has requested that the Council authorize and approval the issuance of a revenue and tax telecommunications system capital outlay note to finance the Project;

WHEREAS, the Municipality estimates that the economic life of the Project is greater than five years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing revenue and tax capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance (the "Director of State and Local Finance"):

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Notes and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Notes.

"Council" means the City Council of the City of Morristown, Tennessee.

"Current Expenses" means all expenses incurred by, or on behalf of the Municipality in connection with the operation, maintenance, repair, insuring, and administration of the System, including, but not necessarily limited to, salaries, wages, the cost of supplies, materials, utilities, and rental payments and the cost of audits, but shall specifically exclude depreciation, amortization, interest on bonds, and expenditures for any capital improvements of the System, the useful life of which is reasonably expected to exceed one year, determined in accordance with generally accepted accounting principles.

"Net Revenues" means for any period, the excess of Revenues of the System over its Current Expenses during such period determined in accordance with generally accepted accounting principles.

"Note" or "Notes" means the Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016, of the Municipality, authorized by this Resolution of the Council.

"Prior Outstanding Obligations" means those certain outstanding obligations, if any, of the Municipality with a prior lien on the Revenues of the System.

"Revenues" means all receipts, revenues, income, and other monies received by, or on behalf of, the Municipality from, or for, the operation of the System and all rights to receive such receipts, revenues, income, and other monies, whether in the form of accounts receivable, contract rights, or otherwise, and proceeds from insurance against loss of, or damage to, the System, or from any sale or conveyance, in accordance with the terms hereof, of all or part of the System.

"System" means the complete telecommunications system of the Municipality, together with, and including, the Project and all telecommunications system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Notes remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the telecommunications system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 3. Authorization. For the purpose of providing funds to finance the costs of the Project and costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of the Act and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$2,000,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 4. Terms of the Notes. The Notes shall be designated "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the fifth fiscal year from the date of issuance. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or other electronic means or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in

the United States mail, first class postage prepaid, in a sealed envelope, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 5. Redemption. The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the owner, and with the consent of the owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the Municipality may pay, from time to time, additional principal payments, from funds on hand, after giving fifteen (15) calendar day's written notice to the owner of such intent to pay additional principal and with the consent of such owner.

Section 6. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Recorder of the Municipality (the "City Recorder"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 7. Registration, Negotiability, and Payment. (a) The City Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal so paid.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such

excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 8. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 10. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Notes, including the principal thereof and the interest thereon, are payable primarily from and secured by a pledge of the Net Revenues to be derived from the operation of the System, and are hereby declared to be equally and ratably secured, subject to a prior pledge of such Net Revenues to Prior Outstanding Obligations, by a pledge of such Net Revenues. In the event a deficiency in such Net Revenues, the Notes shall be payable from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there is hereby pledged for such payment the Net Revenues derived from the operation of the System subject to the liens of the Prior Outstanding Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in the Net Revenues there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Council of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected shall be deposited in a debt service fund for the telecommunications system and used solely for the payment of principal and interest on the Notes as the same shall become due.

Section 14. Charges for Services Supplied by the System. While the Notes remain outstanding and unpaid, the Municipality covenants and agrees that the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable, just, and sufficient taking into account and consideration the cost and value of the System and the cost of maintaining, operating, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on, the Notes and other Prior Outstanding Obligations payable from such Revenues.

Section 15. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, and City Attorney, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 16. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par, upon such terms and conditions as shall be agreed to by the Mayor and the purchaser of such Notes.

Section 17. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Commission designated as the custodian of the funds thereof to be deposited in a special fund known as the "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Commission. The monies in the Project Fund shall be disbursed solely to finance the

Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the debt service fund and used to pay principal of and interest on the Notes.

Section 18. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Recorder, and all other appropriate officials of the Municipality together with the officials of the Commission are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for

interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 1st day of November, 2016.

Mayor

Attest:

City Recorder

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Anthony Cox, hereby certify that I am the duly qualified and acting City Recorder of the City of Morristown, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on November 1, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the issuance of a Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016, in the amount of not to exceed \$2,000,000, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 1st day of November, 2016.

CITY RECORDER

(SEAL)

FORM OF NOTE -EXHIBIT "A"

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MORRISTOWN
TELECOMMUNICATIONS SYSTEM REVENUE AND TAX CAPITAL OUTLAY NOTE,
SERIES 2016

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF MORRISTOWN, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Recorder, City Hall, Morristown, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on _____ and _____ of each year, commencing _____, 2017, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, Municipality, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$2,000,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of improvements to the telecommunications system of the Municipality (the "System"), the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, are authorized by an appropriate resolution of the City Council and particularly that certain Resolution of the City Council adopted on

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November 1, 2016, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This Note and interest thereon are secured by a pledge of the income and revenues to be derived from the operation of the System subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring said System (the "Net Revenues"), the pledge of such Net Revenues being expressly subject, however, to certain pledges securing the payment of other outstanding obligations of the Municipality heretofore issued by the Municipality. In the event of a deficiency in such Net Revenues, this Note is payable from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the Municipality may pay, from time to time, additional principal payments, from funds on hand, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal and with the approval of the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE has caused this note to be signed by the manual signatures of the Mayor and the City Recorder and its official seal to be impressed or imprinted hereon, all as of _____, 2016.

RESOLUTION NO _____

**INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF
INDEBTEDNESS BY THE CITY OF MORRISTOWN, TENNESSEE, IN THE
AMOUNT OF NOT TO EXCEED \$15,000,000, BY THE EXECUTION WITH THE
PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE,
TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR
CERTAIN WASTEWATER SYSTEM IMPROVEMENTS, AND TO FUND THE
INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO**

WHEREAS, it is necessary and in the public interest of the City of Morristown, Tennessee (the "Municipality"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing certain wastewater system projects, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

SECTION 1. For the purpose of financing all or a portion of the costs of certain public works projects, consisting of the extension, construction, improvement, and equipping of the wastewater system of the Municipality, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed Fifteen Million Dollars (\$15,000,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged. The indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues of the wastewater system, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system and to a prior pledge of such revenues in favor of other obligations of the Municipality payable from revenues of the wastewater system.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this _____ day of November, 2016.

MAYOR

ATTEST:

CITY RECORDER

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Morristown, Tennessee, shall have been filed with the City Recorder of the City of Morristown, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Anthony Cox, hereby certify that I am the duly qualified and acting City Recorder of the City of Morristown, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on November ____, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$15,000,000, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this ____ day of November, 2016.

CITY RECORDER

(SEAL)



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423) 585-4620

TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: November 1, 2016
SUBJECT: Annexation Request

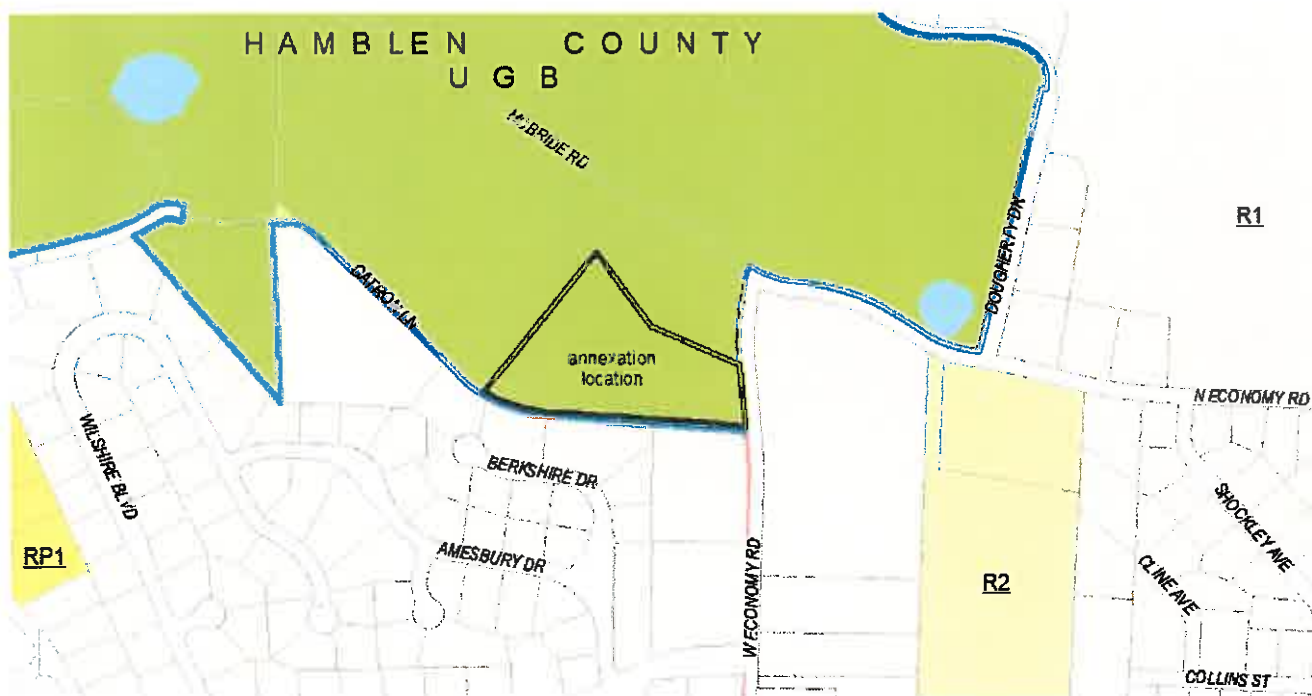
The Community Development Department has received a request from Mr. Steve Hendrickson for his property located along W. Economy Road and Catron Lane. Zoned A1, (Agricultural), by Hamblen County, the property is within the City's Urban Growth Boundary area. The parcel is 5.56 acres in size and has a residential garage currently under construction on site.

Mr. Hendrickson's request is for annexation of his property into the City of Morristown, that property being Hamblen County Parcel ID # 032033 01201 located at the northwest intersection of Catron Lane and W. Economy Road having been addressed as 2824 Catron Lane.

Proposed zoning for the property will be R-1(single family residential) though there will be zero dwelling units located on site. As stated, the applicant is currently constructing a garage on-site. A garage is considered an accessory use or structure but is an allowed use by right within the City's R-1 zones.

A Plan of Services has been attached to this memorandum which includes utility servicing (to be provided by Morristown Utilities Commission) and standard City services. No additional Fire or Police personnel will be required. No street rights of way are being considered at this time for this request.

The Planning Commission recommended by unanimous vote to forward this request on to City Council for approval at their October 11th 2016 meeting. (Property taxes to be gained yearly from City estimated at \$390 +/-)



[Return to Agenda](#)



City Council options:

1. Approve annexation plan of services and recommend approval of annexation as submitted;
2. Deny annexation plan of services and recommend approval of annexation as submitted;
3. Table annexation request.

ORDINANCE NO. _____
AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND
TO INCORPORATE SAME WITHIN THE CORPORATE
BOUNDARIES OF THE CITY OF MORRISTOWN
TENNESSEE, Annexation of property located at the
intersection of W. Economy Road and Catron Lane to include
Hamblen County Tax Parcel ID # 032033 01201 with the Zoning
Designation to be assigned R-1 (Single Family Residential).

Section I. WHEREAS, it now appears that the prosperity of the City and the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered is 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 the 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:

That property having Hamblen County Tax Parcel ID # 032033 01201 containing 5.5 acres of land more or less, which is located at the southwestern intersection of Catron Lane and W. Economy Road;

And the above described being as a crosshatched parcel on the attached Exhibit A:

(2) Single Family Residential (R-1) zoning shall be applied to this property 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 final passage, the public welfare requiring it.

Passed on first reading this the 1st day of November, 2016.

MAYOR

ATTEST:

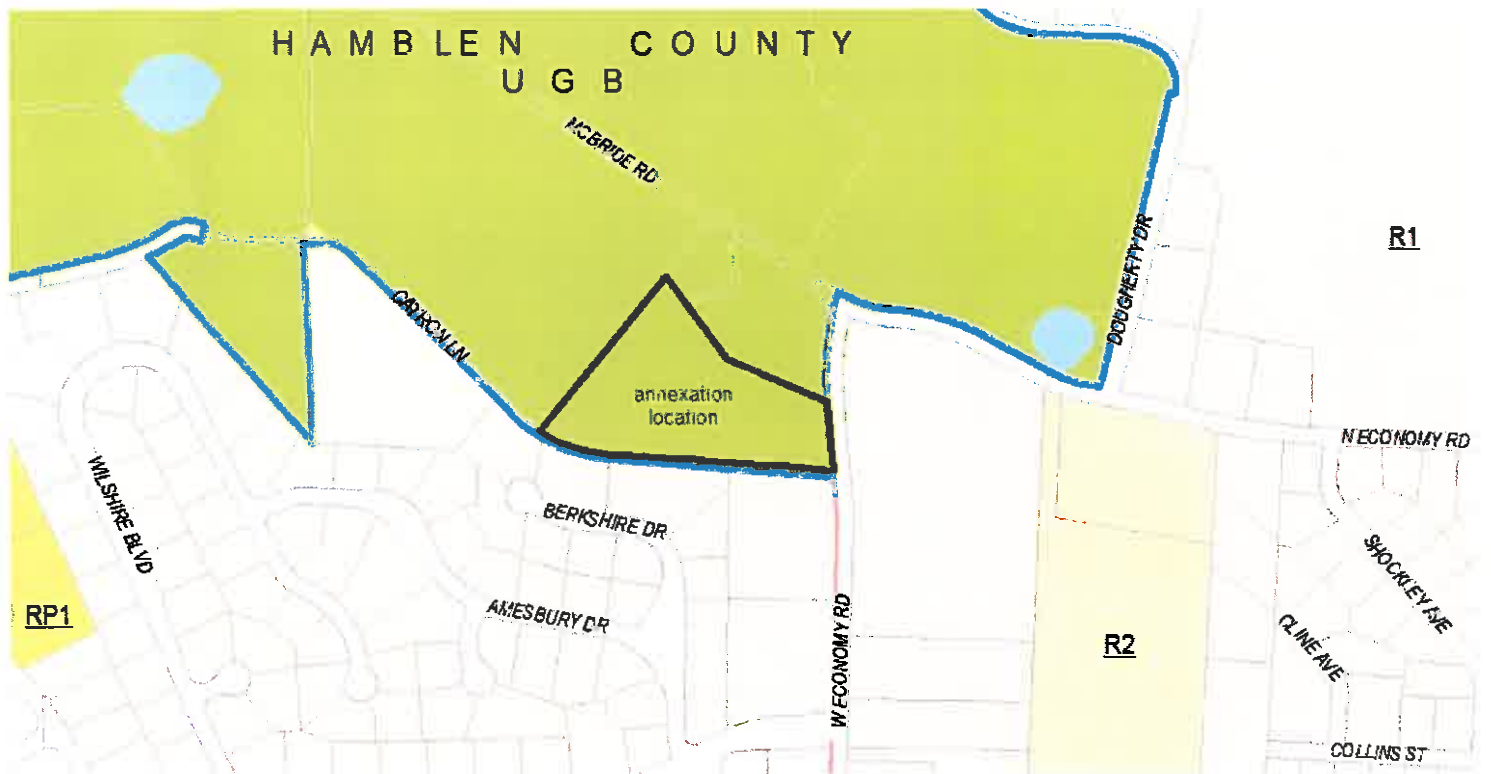
CITY MANAGER

Passed on second reading this the 15th day of November, 2016.

MAYOR

ATTEST:

CITY MANAGER



PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG CATRON LANE AND W. ECONOMY ROAD IN THE URBAN GROWTH BOUNDARY.

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

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

Property identified as Hamblen County Tax Parcel ID # 032033 01201, including 5.56 acres of land located at the northwest intersection of Catron Lane and W. Economy Road;

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

Police Protection

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

Fire Protection

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

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

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. The Morristown Regional Planning Commission recommended the zoning designation of R-1, Single Family Residential.

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 _____ day of _____, 2016.

Mayor
ATTEST:

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3555.02

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$5,753.00 SPECIFICALLY FOR ADDITIONAL SMALL TOOLS FOR THE POLICE DEPARTMENT. THIS ADDITIONAL APPROPRIATION IS FUNDED BY UNBUDGETED REVENUES THAT WAS RECEIVED FOR A PRODUCT DEFECT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenues	36700	Miscellaneous Revenues	\$5,753			
General (#110)	PD - Patrol & Traffic Safety	110-42120-419	Small Tools & Equipment			\$ 5,753	
			Totals	\$ 5,753	\$ -	\$ 5,753	\$ -

PASSED ON FIRST READING THIS _1st_ Day of November 2016

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS _15th_ Day of November 2016

ATTEST: _____

Mayor
City Administrator



Morristown City Council Agenda Item Summary

Date: October 24, 2016

Agenda Item: Approval to Purchase Property

Prepared by: Joey Barnard

Subject: Station #4 Property

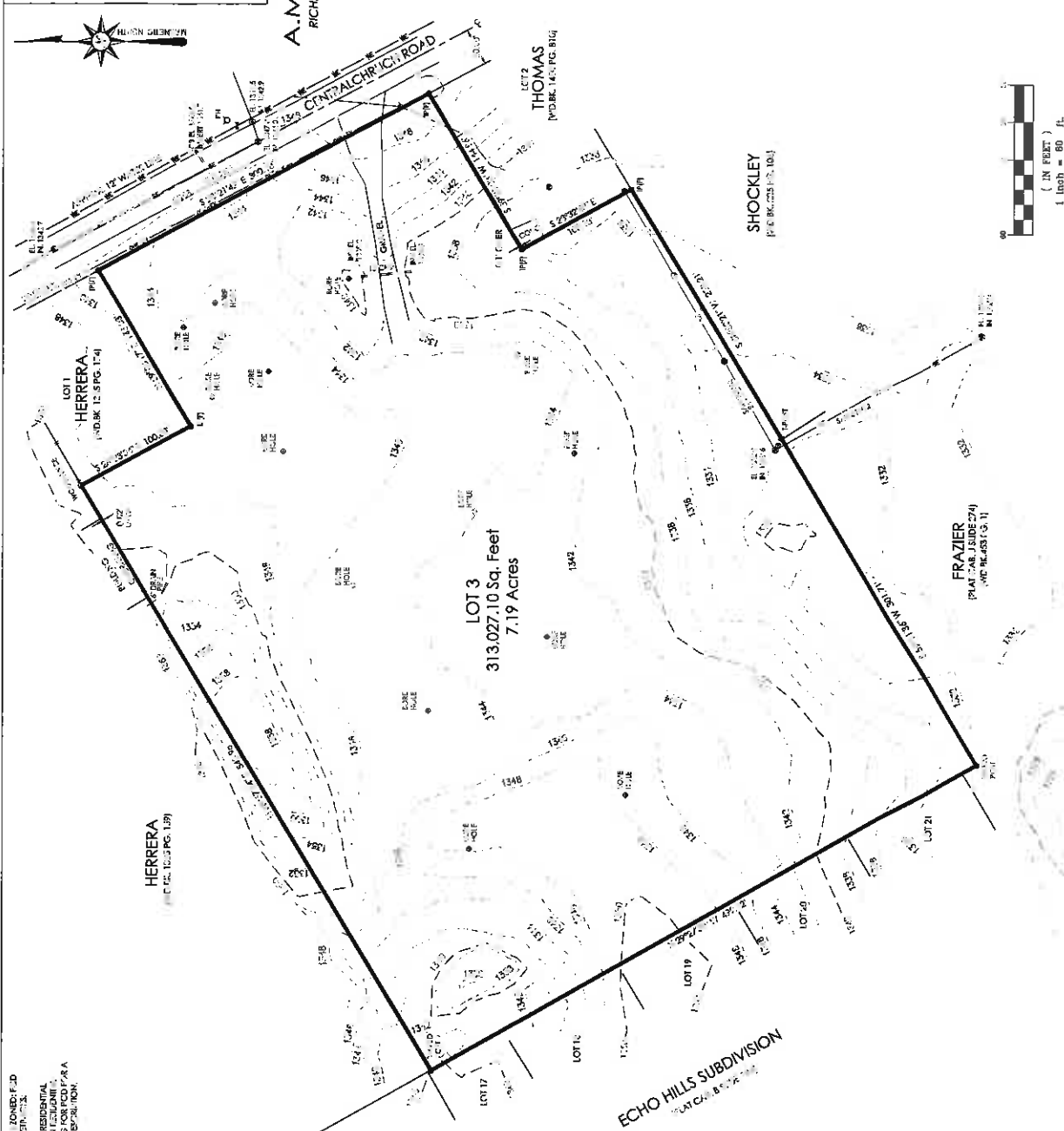
The City of Morristown has been in the planning phase for the relocation of the Fire Department's Station #4 for some time. Due to various issues associated with its current location, this has become a necessity. In the 2016-17 budget, funds have been appropriated for the purchase of the property and the associated costs of acquiring the property. Along with several factors, careful consideration was given to location to ensure that ISO coverage was enhanced and not diminished.

Based on consultation with the Fire Chief and members of his department, property was identified on Central Church Road for the relocation of Station #4. Due diligence was performed to determine the suitability of the property. Based on the results of that due diligence, it is the recommendation of staff to move forward with the purchase of the 7.91 acres identified as Lot 3 of the McCoy/Matthews Property located on Central Church Road in the amount of \$390,000 plus any necessary closing costs.



A.M. SURVEYING
RICHARD L. KENT R.L.S. # 2040

4539 FOWLER DRIVE
HICKORY, NC 27614
PHONE (252) 917-9127
FAX (252) 917-9126



60
50
40
30
20
10
0

(IN FEET)

1 inch = 60 ft.

FINAL PLAY C.

HERRERA PROPERTIES, LLC

PARCEL BL. 2412	GR. UP. 12	MAP. 106	SYNCH. 2
W. 20	CITY OF ALBUQUERQUE		
DISTRICT 10		DATE 10/14/16	
NOTES:		SECTION 10	
		PAGE 1	
SCALE 1"=1/2'		DRAWING NO. 16042	

CERTIFICATE OF ACCURACY

hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior.

W. A. R. 100-1000

THIS IS TO CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS IN THE RECORDS OF THE DEPARTMENT OF THE INTERIOR.

W. A. R. 100-1000

10-14-16
Lack 2 Kent
TWA CITY IN P. 3 NO. 2140

PROPERTY ZONED: FLD
BUILDING SETBACKS:
FRONT
SIDE IN RESIDENTIAL
REAR IN RESIDENTIAL
ZONING FOR PCD FOR
DETAILED DESCRIPTION.

ARTIFICIAL INTELLIGENCE

CERTIFICATE OF COMPLETION AND

...STATION ... NEEDS ...

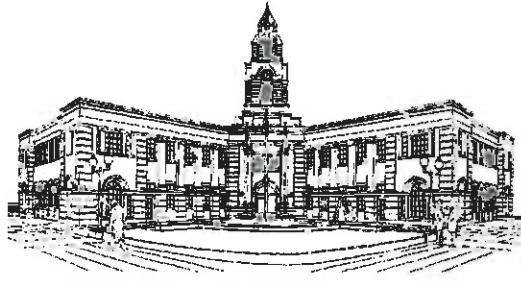
...CERTIFICATION OF THE APPROPRIATE...

CONFORM TO THE ABOVE

Environ. Health Perspect.

THESE ARE: (1) the slow decline in the demand for new homes, which in turn has produced more vacancies than new construction; and (2) the fact that a portion of the new units built are financed with Section 8 Housing Certificates in the amount of \$10,000 to \$15,000, which is not available to the private market.

Note



Morristown City Council Agenda Item Summary

Date: October 24, 2016

Agenda Item: Approval of Bid–Demolition of Property

Prepared by: Joey Barnard

Subject: Demolition of Property Bid

Background/History: In accordance with City of Morristown ordinances, it has become necessary to demolish several dilapidated buildings within the City of Morristown. These structures were identified by the City of Morristown inspections staff to pose a potential threat to the health and welfare of the community. Hazards associated with these unfit properties will be eliminated for the safety of the citizens within the community. Additionally, demolition of these buildings will improve the appearance of the lots and in turn the overall appearance of the City. This ensures that property values of these parcels and surrounding parcels are maintained. Inspections originally identified twenty-two (22) buildings that needed to be razed. As of the date of this summary, ten (10) properties remain that need to be razed. Property owners have addressed issues with twelve (12) of these properties by razing the structures themselves, or by pulling a building permit. Hearings have been held in compliance with City ordinances, and these properties will be razed once all legal proceedings have been exhausted.

In addition to the dilapidated buildings above, the City of Morristown owns two properties with existing structures that needs to be razed. The properties are included with this bid.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* and *Knoxville News Sentinel* on October 5, 2016 and on October 9, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 10:00 AM on Friday, October 21, 2016. We received two (2) responses.

Financial Impact: The bids received are within the amount that has been appropriated for this purpose in the 2016-17 budget. The bid allowed for the properties to be awarded individually so that the City may take advantage of the best possible pricing. Based on the bids submitted, the properties will be divided between two vendors to obtain the maximum cost savings. The overall financial impact of the approval of the bid will be \$49,308.13. Elkin Rowe, Inc. will be responsible for the demolition of five (5) properties totaling \$22,830. Additionally, AllStar Construction and Demolition will be responsible for the demolition of five (5) properties totaling \$26,478.13. These amounts could be less if the property owners take action to the structures prior to actual demolition by the entity approved by the City of Morristown. A lien will be placed against each property to recover all costs incurred by the City of Morristown.

Action options/Recommendations: It is staffs' recommendation to approve the best and lowest bids submitted by Elkin Rowe, Inc. and AllStar Construction and Demolition and to allow the city administrator to enter into a contract with each entity.

Attachments: Bid Tabulation.

City of Morristown
Demolition of Property Bid 2017
Friday, October 21, 2016 10:00 a.m.

Location	Elkin Rowe	AllStar Construction and Demolition			
416 S. Daisy St.	\$ 7,395.00	NO BID			
436 S. Henry St.	\$ 7,180.00	\$ 7,289.90			
623 Walters Dr.	NO BID	\$ 3,981.68			
752 Lennie Ave.	\$ 4,630.00	\$ 3,684.13			
805 Crescent St.	\$ 4,655.00	\$ 5,381.90			
915 Forgey Ave.	\$ 6,995.00	\$ 3,476.13			
2012 Brights Pike Lot 3	\$ 1,800.00	\$ 3,800.00			
2012 Brights Pike Lot 13	\$ 1,800.00	\$ 3,800.00			
451 S. Jackson St.	NO BID	\$ 7,123.06			
5139 Old Hwy 11E	NO BID	\$ 8,213.13			
Total	\$ 22,830.00	\$ 26,478.13			



Morristown City Council Agenda Item Summary

Date: October 21, 2016

Agenda Item: Large Format Copier/Scanner Extended Warranty

Prepared by: Joey Barnard

Subject: Large Format Copier/Scanner Extended Warranty

Background/History: At the October 18th meeting City Council approved the purchase of a Canon iPF840 large format copier/scanner from NovaCopy, Inc. The machine comes with a standard one (1) year warranty that acts as a maintenance contract covering labor and machine parts. An extended two (2) year warranty has been offered at a cost savings to the City.

Financial Impact: The City currently pays \$3,823.56 annually to maintain the current large format copier/scanner. The extended two (2) year warranty being offered on the new machine will total \$3,445.00 saving the City over \$2,000 annually.

Action options/Recommendations: It is staffs' recommendation to purchase the extended two (2) year warranty on the Canon iPF840 for \$3,445.00.

Attachments:



Morristown City Council Agenda Item Summary

Date: October 24, 2016

Agenda Item: Approval Change Order #2

Prepared by: Joey Barnard

Subject: Fire Truck #1

The Morristown Fire Department is pleased to have accepted delivery of the new aerial truck that is ready to be placed into service. The aerial truck allows access or egress of firefighters and victims, high level water point for firefighting, and has additional vital uses. The original contract amount was \$1,074,544.00. Council approved the first change order on August 16, 2016 that increased the amount by \$3,106.44. This final change order for slight modifications increases the cost of the truck by \$821.40. The combined change orders to the truck total \$3,927.84. This amount is reflected in the attached "Fire Apparatus Construction Change Report". This brings the total cost of the construction of the new aerial truck to \$1,078,471.84 less the costs of ancillary equipment.



Fire Apparatus Construction Change Report

PRODUCT

Morristown Platform Job#29594

Change

\$1,074,544.00

\$1,074,544.00

PRE-CONSTRUCTION CHANGES

Add 10 inch handrails below windshield	\$272.37
Rear scene light activation with reverse	\$279.58
Add Hose bed strip lights	\$573.12
Add Rear FRC Scene lights	\$1,295.15
Change Pump panel Throttle controller	\$686.22
Guard, Treadplate, Control Panel, Cab Lift	\$150.00
Window Protector Bars, Knurled, Crew Doors	\$429.53
Guard, Lower, Vented, Air Conditioning Condenser, Aerial	\$241.87

\$3,927.84

FINAL CONTRACT PRICE + TRADE-IN


\$1,078,471.84

Department Authorization:

A handwritten signature in black ink, appearing to read "King Ryan", is written over a horizontal line.

Date:

9/21/16

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2016		End Date September 30, 2017		Agency Tracking # Z17THS249	Edison ID 51901
Grantee Legal Entity Name Morristown Police Department					Edison Vendor ID 4108
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.607 Grantee's fiscal year end 06/30/2017			
Service Caption (one line only) Traffic Safety and Impaired Driving Prevention Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017		\$15,000.00			\$15,000.00
TOTAL:		\$15,000.00			\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302000			

Location:
Address #:

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Morristown Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will adhere to the policy and guidelines located in the Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>
- A.3. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.4. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.5. Quarterly reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. The Grantee agrees:
 - a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
 - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
 - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR § 18.20.
 - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR § 18.36.
 - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.

- f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
 - g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- A.6. The Grantee further agrees:
- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction provided for in the preceding paragraph.
 - c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below); and
 - b. the Grantee's proposal.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

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

- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

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

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Telephone #: (615) 741-2589
FAX #: (615) 253-5523

The Grantee:

Michelle Jones, Major
Morristown Police Department
100 West 1st North Street
Morristown, TN 37816
Email Address: mjones@mymorristown.com
Telephone #: (423) 585-2710
FAX #: (423) 585-9518

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

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

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

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-id?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Morristown Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

DAVID W. PURKEY, COMMISSIONER

DATE

ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Morristown Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	18X9205464TN16
Federal award date	10/01/2015
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2016
Grant contract's end date	09/30/2017
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$10,667,811.00
Name of federal awarding agency	Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Director Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT THREE**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes ☐ No ☐

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

Is Grantee Legal Entity Name a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Final Federal Agency Actions on the Interstate 64 Peninsula Study in Virginia

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Notice of limitation on claims for judicial review of actions by FHWA.

SUMMARY: This notice announces actions taken by the FHWA that are final within the meaning of 23 U.S.C. 139(l)(1). The actions relate to the second section of the Interstate 64 Peninsula Study from approximately Exit 247 in the east to approximately Exit 242 in the west in the City of Newport News and York County, Virginia. Those actions grant licenses, permits, and approvals for the project.

DATES: By this notice, the FHWA is advising the public of final agency actions subject to 23 U.S.C. 139(f)(1). A claim seeking judicial review of the Federal agency actions on the project will be barred unless the claim is filed on or before November 27, 2015. Notwithstanding any other provision of law, a claim arising under Federal law seeking judicial review of a permit, license, or approval issued by a Federal agency for a highway or public transportation capital project shall be barred unless it is filed within 150 days after publication of a notice in the **Federal Register** announcing that the permit, license, or approval is final pursuant to the law under which the agency action is taken, unless a shorter time is specified in the Federal law pursuant to which judicial review is allowed.

FOR FURTHER INFORMATION CONTACT: Mr. Mack Frost, Planning and Environmental Specialist, Federal Highway Administration, 400 North 8th Street, Richmond, Virginia 23219; telephone: (804) 775-3352; email: Mack.frost@dot.gov. The FHWA Virginia Division Office's normal business hours are 7:00 a.m. to 5:00 p.m. (Eastern Time). For the Virginia Department of Transportation: Mr. Scott Smizik, 1401 East Broad Street, Richmond, Virginia 23219; email: Scott.Smizik@vdot.virginia.gov; telephone: (804) 371-4082.

SUPPLEMENTARY INFORMATION: Notice is hereby given that FHWA has taken final agency actions subject to 23 U.S.C. 139(f)(1) by issuing licenses, permits, and approvals for the following project in the State of Virginia: The second section of the Interstate 64 Peninsula Study from approximately Exit 247 in

the east to approximately Exit 242 in the west. The project would involve constructing one additional lane in each direction in the median. The actions taken by FHWA, and the laws under which such actions were taken, are described in the Final Environmental Impact Statement (FEIS), the Request for the Record of Decision (ROD), and the ROD. The FEIS was signed on November 26, 2013. The ROD was issued on June 8, 2015. The FEIS, Request for the ROD, and ROD can be viewed on the project's internet site at http://www.virginiadot.org/projects/hamptonroads/i-64_peninsula_study.asp. These documents and other project records are also available by contacting FHWA or the Virginia Department of Transportation at the phone numbers and addresses provided above.

This notice applies to all Federal agency decisions as of the issuance date of this notice and all laws under which such actions were taken, including but not limited to:

1. General: National Environmental Policy Act (NEPA) [42 U.S.C. 4321–4351]; Federal-Aid Highway Act (FAHA) [23 U.S.C. 109 and 23 U.S.C. 128].

2. Air: Clean Air Act [42 U.S.C. 7401–7671(q)].

3. Land: Section 4(f) of the Department of Transportation Act of 1966 [23 U.S.C. 138 and 49 U.S.C. 303].

4. Wildlife: Endangered Species Act [16 U.S.C. 1531–1544 and Section 1536].

5. Historic and Cultural Resources: Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470(f) *et seq.*].

6. Social and Economic: Farmland Protection Policy Act [7 U.S.C. 4201–4209].

(Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.)

Authority: 23 U.S.C 139(f)(1).

Issued On: June 24, 2015.

John Simkins,

Planning and Environment Team Leader.

[FR Doc. 2015-16024 Filed 6-29-15; 8:45 am]

BILLING CODE 4910-RY-P

DEPARTMENT OF TRANSPORTATION

**National Highway Traffic Safety
Administration**

[Docket No. NHTSA-2015-0065]

Notice of Buy America Waiver

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Notice of Buy America waiver; request for comment.

SUMMARY: This notice provides NHTSA's finding that a public interest waiver of the Buy America requirements is appropriate for any manufactured product whose purchase price is \$5,000 or less, excluding a motor vehicle, when such product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code; and requests public comment.

DATES: The effective date of this waiver is July 30, 2015. Written comments regarding this notice may be submitted to NHTSA and must be received on or before July 30, 2015.

ADDRESSES: Written comments may be submitted using any one of the following methods:

- *Mail:* Docket Management Facility, M-30, U.S. Department of Transportation, West Building, Ground Floor, Rm. W12-140, 1200 New Jersey Avenue SE., Washington, DC 20590.

- **Fax:** Written comments may be faxed to (202) 493-2251.

- **Internet:** To submit comments electronically, go to the Federal regulations Web site at <http://www.regulations.gov>. Follow the online instructions for submitting comments.

- **Hand Delivery:** West Building, Ground Floor, Room W12-140, 1200 New Jersey Avenue SE., between 9 a.m. and 5 p.m. Eastern Time, Monday through Friday, except Federal holidays.

Instructions: All comments submitted concerning this notice must include the agency name and docket number. Please note that all comments received will be posted without change to <http://www.regulations.gov>, including any personal information provided. You may also call the Docket at 202-366-9324.

FOR FURTHER INFORMATION CONTACT:
Andrew DiMarsico, Office of Chief
Counsel, NHTSA (phone: 202-366-
1834). You may send mail to Mr.
DiMarsico at the National Highway
Traffic Safety Administration, 1200 New
Jersey Avenue SE., Washington, DC
20590.

SUPPLEMENTARY INFORMATION:

Background

The statutory requirement ("Buy America") states that the Secretary "shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or [title 23 of the United States Code] and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States." 23 U.S.C. 313(a). The Secretary of Transportation has delegated the authority to administer Buy America for NHTSA programs to the Administrator of NHTSA. 49 CFR 1.95; 49 CFR 501. Buy America provides that NHTSA may waive those requirements if "(1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent." 23 U.S.C. 313(b).

Buy America establishes a preference for domestically produced goods for use in Federally sponsored projects. The first Buy America legislation conditioning the expenditure of Federal funds by NHTSA grant recipients was enacted in 1978 as part of the Surface Transportation Assistance Act of 1978. Pub. L. 95-599, 92 Stat. 2689. The focus of that Buy America provision was on large procurements, such as bridge replacement projects, and not on smaller, routine purchases.¹ The House of Representatives considered excluding up to \$5 million in project costs from the requirements of Buy America, but ultimately did not pursue a threshold.² The Senate bill sought to limit Buy America requirements to projects whose costs exceeded \$1 million to avoid imposing excessive requirements on small, routine projects. See H.R. Conf. Rep. 95-1797 (1978), 1978 U.S.C.C.A.N. 6693, 6754. Ultimately, the Senate's proposed threshold was reduced in conference to \$500,000, and the provision became law, establishing a preference for "articles, materials, supplies mined, produced or manufactured" in the United States and costing more than \$500,000.

In 1983, Congress repealed that Buy America provision and substituted section 165 of the Surface Transportation Assistance Act of 1982.

Pub. L. 97-424, 96 Stat. 2067.³ The 1982 enactment specified that the Buy America prohibition applied to "steel, cement and manufactured products" and eliminated the \$500,000 threshold.⁴ Although the threshold was eliminated, Congress acknowledged circumstances where the prohibition would be difficult to apply and introduced exceptions under a waiver process that remains in place today. Pub. L. 97-424, 96 Stat. 2067. One of these exceptions is the public interest waiver. *Id.*

Agencies are permitted to waive the Buy America requirement when they determine that "it is inconsistent with the public interest." 23 U.S.C. 313(b)(1). In consideration of this authority and consistent with the purposes of NHTSA's grant programs to reduce accidents and resulting fatalities and injuries, the agency has determined that it is appropriate to issue a public interest waiver for small, routine purchases by States under the highway safety grant programs. In making this decision and arriving at a reasonable threshold for waiver, NHTSA remains mindful of the overarching purposes of Buy America, while evaluating all relevant facts, including administrative burden, delay and impact on the congressionally authorized State grant programs.

NHTSA Highway Safety Grant Programs

NHTSA's mission is to reduce deaths, injuries and economic losses resulting from motor vehicle crashes. This is accomplished by setting and enforcing safety performance standards for motor vehicles and motor vehicle equipment, and through grants to States to enable them to conduct effective State and local highway safety programs. NHTSA's State highway safety programs are codified in Chapter 4 of Title 23, United States Code. Chief among these programs is section 402, which provides formula grants to States to administer a comprehensive highway safety program designed to reduce traffic accidents and resulting deaths, injuries and property damage. 23 U.S.C. 402. Section 402 authorizes State programs related to speeding, occupant protection, impaired driving, accident prevention, school bus safety, unsafe driving behavior (aggressive, fatigued and distracted driving), traffic safety law enforcement,

driver education, pedestrian and bicycle safety, and traffic administration (record systems, accident investigation and emergency services). In addition to the core section 402 grants, NHTSA also administers other grants to the States, which Congress from time to time authorizes to address specific highway safety needs. Most recently, under the "Moving Ahead for Progress in the 21st Century Act" (Pub. L. 112-141), Congress authorized the "National Priority Safety Programs," providing additional grants to States in the areas of occupant protection, State traffic safety information system improvements, distracted driving, motorcyclist safety, and State graduated driver licensing laws. See 23 U.S.C. 405.

In general, States may expend Federal section 402 or 405 funds for any item or service that is necessary and reasonable for proper and efficient performance and administration of their highway safety programs and activities, subject to the statutory requirements and implementing regulations. See 23 CFR 1200 *et seq.* Because of the broad reach of these Federally sponsored highway safety programs, States may expend grant funds on thousands of different items and activities. In the area of equipment, allowable purchases range from low cost items such as office supplies (DVDs, printers and ink cartridges), computers, cameras, child restraints, motorcycle helmets, and radar speed detection devices to higher cost items such as police cruisers. In recent years, NHTSA has seen an increase in waiver requests for purchases of these smaller commercial items, based on non-availability in the United States or availability only at a high price differential. Many of these items cost \$5,000 or less. See, e.g., 80 FR 9851 (Feb. 24, 2015) (printers); 79 FR 74811 (Dec. 16, 2014) (child restraints); 79 FR 74812 (Dec. 16, 2014) (training motorcycles); and 79 FR 55529 (Sept. 16, 2014) (DVDs and motorcycle safety vests).

Non-Availability and High Cost Differential Waivers Under Buy America

State grantees incur significant burdens when required to submit waivers for small, routine purchases of items that are increasingly not manufactured in the United States. As part of a waiver request, a State must demonstrate through a market analysis that the item for which it seeks a waiver is not available in the United States or will cost 25 percent more than a comparable non-domestic item. For each waiver request, the agency must, in the exercise of due diligence, perform

³ Section 165 was originally included as a note to section 23 U.S.C. 101 and codified in 2005 to current its section, 23 U.S.C. 131. See Pub. L. 109-509, 119 Stat. 1464.

⁴ Congress amended section 165 of the STAA of 1982 by removing "cement" in 1984, Pub. L. 98-229, 98 Stat. 55, and by adding "Iron" in 1991, Pub. L. 102-240, 105 Stat. 1914.

¹ H.R. Rep. No. 95-1485, 1978 U.S.C.C.A.N. 6575, 6644 (August 11, 1978).

² *Id.*

an additional independent review and market analysis to confirm that the item meets either the non-availability exemption or the high cost differential exemption of Buy America. *See* 23 U.S.C. 313(b)(2), (b)(3). This process substantially delays State grantees in obtaining the items needed to administer and implement important highway safety programs. It also consumes limited agency resources to administer the highway safety grants. Moreover, the staff time needed by a State to prepare individual waivers for many small purchases comes at the expense of time devoted to implementing these life-saving programs. This is especially concerning in an era of tight State budgets, where State highway safety offices administering these grants face increasingly serious staffing constraints.

It is important to consider these constraints and burdens in the historical context of Buy America. During the many years Buy America has been in place, a significant statutory focus has been on purchases of materials used in construction and large-scale fabrication. Its application to the grants of transportation agencies such as the Federal Highway Administration (for road and bridge building materials) and the Federal Transit Administration (for acquisition of rolling stock and manufactured end products) is plain, because those materials are of central importance to those grants. However, by statute, NHTSA grant funds may not be used for construction. 23 U.S.C. 402(g)(1)(A). As a result, while steel and iron purchases are not implicated in NHTSA's grant programs, Buy America's reach to include the small amount of manufactured products used in NHTSA's programs does not have any effect on the manufacturer of those items. Under NHTSA's State grant programs, purchases of small manufactured products that are largely ancillary rather than central to the purposes of the highway safety grants (e.g., laptops, printers, ink cartridges, DVDs, and other office products) are captured by the restriction. Whereas the core expenses under NHTSA's State grant programs are for reimbursing performance (estimated at more than 90 percent), such as police enforcement of State traffic safety laws, safety education, and the like, Buy America has the effect of restricting or delaying the States' ability to acquire ancillary support items necessary to successfully deploy these important highway safety programs. The result is that critical safety program delivery to the States,

and from the States to their localities, suffers.

Public Interest Waiver

Based upon the foregoing discussion, NHTSA believes that a public interest waiver is appropriate to address these delays and burdens and thereby promote the success of State highway safety programs. NHTSA concludes that it is in the public interest to waive the Buy America requirements for a manufactured product whose purchase price is \$5,000 or less, with one exception—the purchase of a motor vehicle, as defined in 49 U.S.C. 30102.⁵ We do not believe that the purchase of motor vehicles can be reasonably viewed as ancillary in the context of these highway safety programs, and therefore decline to extend this public interest waiver to such purchases. The agency has selected this per-item threshold based on our determination that it is the level necessary to alleviate the burdens associated with purchases of low-priced commercially available items that are required for the successful implementation of the highway safety projects required under NHTSA grants. In selecting this conservative threshold, we sought to balance the goals of Buy America with the life-saving goals of the State highway safety grant programs.

A threshold of \$5,000 for this waiver is in step with government-wide requirements and procedures applicable to grantee purchases of equipment, where the Federal interest starts at the \$5,000 level. Under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, equipment is defined as an item having a per unit cost of \$5,000 or more. 2 CFR 200.33. At levels of \$5,000 and above, grantees are required to obtain prior approval and account for equipment purchases. *See* 2 CFR 200.313; 2 CFR 200.439. In contrast, at levels below \$5,000, Federal procedures governing purchase, administration, and disposition of items needed for performance of the grant do not apply. This treatment has also been codified in the NHTSA regulation implementing these programs, the Uniform Procedures for State Highway Safety Grant Programs. *See* 23 CFR 1200.31.

⁵ Under that statutory provision, motor vehicle means "a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line." We recognize that the cost of most motor vehicles would fall above the threshold in today's notice. However, this exception from the waiver is included because the cost of some motor vehicles (for example, certain motorcycles), may fall below the threshold.

Moreover, NHTSA's chosen threshold is very conservative when compared to small purchase waivers or exclusions under Buy America within the jurisdiction of other operating modes of the U.S. Department of Transportation. For example, the Federal Transit Administration issued a general public interest waiver for small purchases, as defined in DOT's grants management common rule at 49 CFR 18.36(d),⁶ 60 FR 37930 et. seq. (July 24, 1995); 49 CFR 661.7, Appendix A(c). Also, Congress codified the public interest need for a small purchase waiver in the Buy America requirement applicable to the Federal Railroad Administration, setting the threshold at \$100,000. 49 U.S.C. 24405(a)(11).

In light of the above discussion, and pursuant to 23 U.S.C. 313(b)(1), NHTSA finds that it is appropriate to waive Buy America requirements for a manufactured product, excluding a motor vehicle, whose cost per unit is \$5,000 or less. Therefore, in accordance with the provisions of Section 117 of the SAFETEA-LU Technical Corrections Act of 2008 (Pub. L. 110-244, 122 Stat. 1572), NHTSA is providing this notice of its finding that a waiver of the Buy America requirements is appropriate. Written comments on this finding may be submitted through any of the methods discussed above. This waiver is consistent with the general government initiatives that promote streamlined government contracting by Federal agencies and use of Federal funds by grantees to reduce administrative burdens and increase efficiency to accomplish agency missions. *See* E.O. 12931, 59 FR 52387 (October 13, 1994). It does not eliminate NHTSA's oversight of the State grantees' use of Federal grant funds. NHTSA's Regional Administrators will continue to ensure that Federal grantee purchases are necessary and reasonable for the purposes of the specific highway safety grant program. After the effective date, grantees must still request a waiver of Buy America requirements for purchases that exceed the threshold published in today's notice. The agency will monitor State purchases under the highway safety grant programs and under this waiver to ensure that the important policy goals and the spirit of Buy America are maintained.

Authority: 23 U.S.C. 313; Pub. L. 110-161.

⁶ The DOT Grants Management common rule, 49 CFR part 18, was repealed and replaced by 2 CFR part 2. *See* 78 FR 78590 (December 26, 2013).

Issued in Washington, DC, on June 25, 2015 under authority delegated in 49 CFR part 1.95

Paul A. Hemmersbaugh,
Acting Chief Counsel.

[FR Doc. 2015-16099 Filed 6-29-15; 8:45 am]

BILLING CODE 4810-59-P

DEPARTMENT OF THE TREASURY

Internal Revenue Service

Proposed Collection; Comment Request for Regulation Project

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Notice and request for comments.

SUMMARY: The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

Currently, the IRS is soliciting comments concerning information reporting for qualified tuition and related expenses, magnetic media filing requirements for information returns, information reporting for payments of interest on qualified education loans, and magnetic media filing requirements for information.

DATES: Written comments should be received on or before August 31, 2015 to be assured of consideration.

ADDRESSES: Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of regulations should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the internet, at Lanita.VanDyke@irs.gov.

SUPPLEMENTARY INFORMATION:

Title: REG-161424-01 (Final), Information Reporting for Qualified Tuition and Related Expenses; Magnetic Media Filing Requirements for Information Returns, and REG-105316-98 (Final), Information Reporting for Payments of Interest on Qualified Education Loans; Magnetic Media Filing Requirements for Information.

OMB Number: 1545-1678.

Regulation Project Numbers: REG-105316-98 and REG-161424-01.

Abstract: These regulations relate to the information reporting requirements in section 6050S of the Internal Revenue Code for payments of qualified tuition and related expenses and interest on qualified education loans. These regulations provide guidance to eligible education institutions, insurers, and payees required to file information returns and to furnish information statements under section 6050S.

Current Actions: There is no change to this existing regulation.

Type of review: Extension of OMB approval.

Affected Public: Business or other for-profit organizations, and not-for-profit institutions.

The burden is reflected in the burdens for Form 1098-T and Form 1098-E.

Estimated total annual reporting burden for Form 1098-T: 4,848,090 hours.

Estimated average annual burden hours per response for Form 1098-T: 13 minutes.

Estimated number of responses for Form 1098-T: 21,078,651.

Estimated total annual reporting burden for Form 1098-E: 1,051,357 hours.

Estimated average annual burden hours per response for Form 1098-E: 7 minutes. **Estimated number of responses for Form 1098-E:** 8,761,303.

The following paragraph applies to all of the collections of information covered by this notice:

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection of information displays a valid OMB control number. Books or records relating to a collection of information must be retained as long as their contents may become material in the administration of any internal revenue law. Generally, tax returns and tax return information are confidential, as required by 26 U.S.C. 6103.

Request For Comments: Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval. All comments will become a matter of public record. Comments are invited on: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection

techniques or other forms of information technology; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information.

Approved: June 22, 2015.

Christie Preston,

IRS Reports Clearance Officer.

[FR Doc. 2015-16060 Filed 6-29-15; 8:45 am]

BILLING CODE 4830-01-P

DEPARTMENT OF THE TREASURY

Internal Revenue Service

Proposed Collection; Comment Request for Regulation Project

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Notice and request for comments.

SUMMARY: The Department of the Treasury, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other Federal agencies to take this opportunity to comment on proposed and/or continuing information collections, as required by the Paperwork Reduction Act of 1995, Public Law 104-13 (44 U.S.C. 3506(c)(2)(A)).

DATES: Written comments should be received on or before August 31, 2015 to be assured of consideration.

ADDRESSES: Direct all written comments to Christie Preston, Internal Revenue Service, Room 6129, 1111 Constitution Avenue NW., Washington, DC 20224.

FOR FURTHER INFORMATION CONTACT: Requests for additional information or copies of the regulation should be directed to LaNita Van Dyke, or at Internal Revenue Service, Room 6517, 1111 Constitution Avenue NW., Washington, DC 20224, or through the Internet at Lanita.VanDyke@irs.gov.

SUPPLEMENTARY INFORMATION:

Title: Assumptions of Partner Liabilities.

OMB Number: 1545-1843.

Regulation Project Number: TD 9207 (Final & Temp), REG-106736-00 (NPRM).

Abstract: In order to be entitled to a deduction with respect to the economic performance of a contingent liability that was contributed by a partner and assumed by a partnership, the partner, or former partner of the partnership, must receive notification of economic performance of the contingent liability from the partnership or other partner assuming the liability.

Current Actions: There is no change to this existing regulation.

GRANT BUDGET

Agency Name: Morristown Police Department

Project Title: Traffic Safety and Impaired Driving Prevention Program

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2016 END: 09/30/2017

POLICY 03 Object Line-Item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$15,000.00	\$0.00	\$15,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.00	\$0.00	\$15,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

GRANT BUDGET LINE-ITEM DETAIL:

	AMOUNT
TOTAL	

**Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office**

THSO Grantees,

It is important both to our office and our parent agency, the National Highway Traffic Safety Administration (NHTSA), that enforcement being performed with alcohol or impaired driving funds are monitored. Typically, any Tennessee law enforcement agency receiving section 154AL (alcohol funds) or 405d (impaired driving funds) must justify hours outside those hours that are considered peak times. Further, we are also aware that some establishments serving alcohol are permitted to serve alcohol until 3:00 a.m. which can pose a difficulty to law enforcement agencies patrolling around closing time.

We want to streamline this process in order to keep our partnerships strong, remain in alignment with the intent of the policy, and stay within the boundaries of our funding bill, the FAST Act.

Below is what should be followed by all law enforcement agencies receiving any alcohol or impaired driving funds:

1. NHTSA still prefers peak hours from 8:00 p.m. – 3:00 a.m.; "Happy Hour Checkpoints" are encouraged.
2. The THSO will allow saturations to begin at 2:00 p.m. and continue to 4:00 a.m. without justification of data from the agency.
3. Any THSO-funded enforcement **outside** the hours of 2:00 p.m. – 4:00 a.m. must be justified with data/supporting information. To do so, agencies must perform the following steps:
 - a) Use TITAN to pull a year-by-year comparison of the past three years of local DUI crashes, arrests, and their times. This data can also be requested from the TN Department of Safety, TITAN division;
 - b) Provide this to the THSO Program Manager in advance of the enforcement; and
 - c) Once the data has been reviewed and approved, it will remain in effect for the remainder of the grant year.
4. Impaired driving funding is **not** allowed for speed, school zone, and/or seatbelt enforcement. We understand that citations will be given for those types of offenses, but those should be secondary in nature. Further, saturation and check points for impaired driving enforcement are based on data for time of day and location.

Sincerely,



David W. Purkey
Commissioner and Homeland Security Advisor
Tennessee Department of Safety and Homeland Security



STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION
(NOT WIRE TRANSFERS)

Mail the ORIGINAL form to the
address below. Mark the outside
of the envelope "CONFIDENTIAL".
State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

SECTION 1: TYPE OF REQUEST

☐ New
☐ Change Existing Account: Enter Existing Routing No: Existing Account No:

SECTION 2: ACCOUNT HOLDER INFORMATION

Name (as shown on your income tax return):

Business Name, if different from above:

Federal Employer Identification Number (FEIN): or Social Security Number (SSN):

Enter the address that should be associated with the account number::

Address Line 1:

Address Line 2:

City: State: Zip Code:

Contact Name: Telephone:

Enter the email address to which the remittance advices should be routed:

Email:

SECTION 3: AUTHORIZATION

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes ☐ No ☐

Account Type: Checking ☐ Savings ☐

Financial Institution Name:

Routing Number: Account Number:

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

Authorized Signatory Printed Name:

Authorized Signature: Date:

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

Representative Name: Representative Signature:

Title of Representative: Date:

Business Fax Number: Business Phone Number:

Mailing Address:

City: State: Zip Code:



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS
(NOT WIRE TRANSFERS)**

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the state in a timely manner. Electronic signatures are not accepted.

SECTION 1: TYPE OF REQUEST

- Check the appropriate box.
 - New: Initial set up of supplier direct deposit.
 - Change Existing Account: Bank account information will not be changed unless the existing routing and account numbers currently on file with the state have been entered.

SECTION 2: ACCOUNT HOLDER INFORMATION

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the business has different locations, each with separate bank accounts, enter the address of the location to which this account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

SECTION 3: AUTHORIZATION

- All fields in this section must be completed.

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

- This section must be completed by the financial institution representative.

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

Cancellation of Direct Deposit

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
OR										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, Individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) If the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

[Return to Agenda](#)

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

Anthony W. Cox as the City Administrator of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Morristown Police Dept. hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2016-2017 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Michelle Jones

Name (Printed)

Roger Overholt

Name (Printed)

Dynise Robertson

Name (Printed)

Michelle Jones

Signature

Roger D. Overholt

Signature

Dynise Robertson

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date

FY17 Certifications

Agency Name: Morristown Police Department

We certify that Morristown Police Dept (agency name),
agrees to comply with the following:

BUY AMERICA ACT

The grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Authorized Signature

Date

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 13th day of October, 2016, by and between T. Phillip Carlyle hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 412 N. Bellwood Road
Map 040 Parcel 039.01 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book Page , hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as Villas West
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

Villas West, LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]

T. Phillip Carlyle
(Type Name)

Owner / Chief Manager
(Type Title)

State of Tennessee

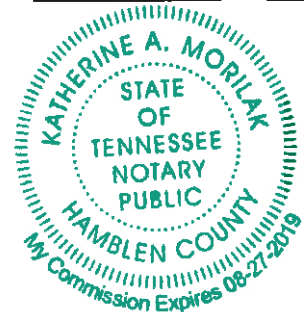
County of Hamblen

The foregoing Agreement was acknowledged before me this 13th day of October, 2016.

by [Signature]

Notary Public

My Commission Expires 8/27/2019



Approved as to form:

[Signature] 10-17-16
City Attorney Date

Approved by the City:

Mayor Date