

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
OCTOBER 18, 2016 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Tom Miles, Senior Chaplain, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
October 4, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
9. **NEW BUSINESS**
- 9-a. **Resolutions**
 1. Resolution No. _____
A Resolution of the City of Morristown, Tennessee, to accept the proposal of the Tennessee Department of Transportation to Construct a Project Designated as Federal Project No. NH-34(108), State Project No. 32004-225-14, that is described as “From Near Morris Blvd to West of Old Stagecoach Road in Russellville (EPD) Route: SR-34”.
 2. Resolution No. _____
A Resolution of the City of Morristown Tennessee, to approve the updated Employee Handbook, effective date November 1, 2016.

3. Resolution No. _____
A Resolution of the City of Morristown, Tennessee, to approve the Americans with Disability (ADA) Plan.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
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.
{Public Hearing November 1, 2016}
2. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 12 of the Morristown Municipal Code, (Building, Utility, Etc. Codes).
{Public Hearing November 1, 2016}
3. Ordinance No. _____
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).
{Public Hearing November 1, 2016}

9-c. Awarding of Bids/Contracts

1. Approval of 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.
2. Approval of 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.
3. Approval of 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.

4. Approval of Desktop Computer Bid with CDW Government, LLC, for the unit price amount of \$727.58.
5. Approval of Laptop Computer Bid with RCN Technologies for the unit price amount of \$1,299.99.
6. Approval of Large Format Copier/Scanner Bid with Nova Copy, Inc., for the unit price amount of \$8,770.50.
7. Approval of 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).
8. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Frauenshuh Hospitality Group of TN, LLC (Dairy Queen) and the City of Morristown.

9-d. Board/Commission Appointments

1. City Council's appointment to the Parks & Recreation Advisory Board to fill the remaining term of Bill Hooks, term to expire on June 1, 2019.

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:
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
October 18, 2016 5:00 p.m.

1. No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 4, 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 4, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present: Bob Garrett, Chris Bivens, Dennis Alvis, Ken Smith and Tommy Pedigo, absent; Kay Senter.

Mark Campbell, Senior Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the September 20, 2016, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the bid for four (4) Dump Trailers (Sway Cars) from Hurst Trailers in the amount of \$55,600. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Amendment No. 2 between the State of Tennessee Department of Transportation (TDOT) and the City of Morristown for Safe Routes to School project by adding STP funding in the amount \$27,250 and changing the federal project number to SRTS-STP-M-9113(19). Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the acceptance of the Local Parks and Recreation Grant from Tennessee Department of Environment & Conservation, Recreation Educational Services, in the amount of \$500,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Chloe Lane, LP (Dist. 1, Map 62, Parcel 10.20, SP-Int 000, City 500) and the City of Morristown. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Police Departments hiring of Jeffrey Coyne, as an Entry-Level Patrol Officer. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported to City Council on the progress of the Wayfinding project.

Mayor Chesney recessed the meeting for an Executive Session.

Mayor Chesney called the meeting back to order.

Councilmember Alvis made a motion to Open the Agenda to add an item. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to accept the settlement agreement for the condemnation case between the City of Morristown and MCD, LLC, Commercial Bank and BAJM Holdings, LLC. Councilmember Alvis seconded the motion and upon roll call; Councilmembers Alvis, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmembers Garrett and Bivens voted “no”.

Mayor Chesney adjourned the October 4, 2016, City Council meeting at 5:36 p.m.

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 7, 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. NH-34(108)
State Project No. 32004-2225-14
Hamblen County
Pin No.:101419.04
SR-34 From near Morris Blvd. to West of Old Stagecoach Road in Russellville

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. 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”, 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: _____

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

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. 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”, 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.

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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.

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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.

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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: _____

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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: _____

**RESOLUTION NO. _____
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

Effective XXXX XX, XXXX

PREFACE

This document is intended to assist the employees, supervisors, and department heads in the administration of City personnel policies. Nothing in this document is intended to represent an employment contract between the City and any employee. Employees of the City of Morristown are considered "at will employees" as prescribed under Tennessee State law.

The City employs both regular service employees and Civil Service employees. All sections of this handbook shall apply to both classifications of employees, unless otherwise stated. For Civil Service employees, if any rule, section, or subsections conflict with the City's Civil Service Act, the Civil Service Act shall be deemed as the authoritative document and shall supersede this document. For police department employees, if any rule, section, or subsections conflict with the Police Department's General Orders, the General Orders shall be deemed as the authoritative document and shall supersede this document. For fire department employees, if any rule, section, or subsection conflicts with the Fire Department Policies and Procedures, the Fire Department Policies and Procedures shall be deemed as the authoritative document and shall supersede this document.

The enforcement and interpretation of these rules fall under the scope of the city administrator. At any time, unless otherwise instructed by City Council, the city administrator may appoint a designee of his or her choosing to carry out these responsibilities as set forth in this document.

If any rule, section, or subsection of these rules is held by any court to be invalid or unconstitutional, this shall not invalidate or impair the validity, force, and effect of any other rules, section or subsection of these rules unless it clearly appears that the other section or subsection is wholly or necessarily dependent for its operation upon the rule, section or subsection held invalid or unconstitutional.

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I. PERSONNEL POLICIES

1. PURPOSE AND OBJECTIVES

- A. The purpose of these policies is to establish a high degree of understanding, cooperation, efficiency, and unity among City employees fostered by a systematic application of sound procedures in personnel administration.
- B. The fundamental objectives of these personnel administration policies are to:
 - (1) Promote and increase efficiency and economy among employees of the City of Morristown;
 - (2) Inform employees as to the City's expectations of their performance, their behavior, and the City's responsibility to the employee;
 - (3) Establish uniform personnel policies.

2. PERSONNEL POLICY STATEMENT

The policies of the City of Morristown are established to ensure a sound program of personnel management with regards to the following:

A. Employment and Placement

- (1) Fill all positions in accordance with job qualifications and requirements without discrimination as to race, religion, color, sex, age, national origin, disability, military status, communication with an elected public official, free speech, public affiliation, genetic information, refusing to participate in or remain silent about illegal activities, exercising a statutory constitutional right or any right under clear public policy, or any other basis protected by law ~~or creed, national origin, race, sex, disability, or political affiliation~~ and
- (2) Establish programs for the promotion, transfer, discipline, demotion, dismissal, and reassignment of personnel.

B. Position Classification and Pay Administration

- (1) Establish and maintain ~~in job descriptions~~ job descriptions for every position and with the descriptions maintained on file with the human resources resource department;
- (2) Review position descriptions periodically and systematically to ensure they are current and accurate;
- (3) Establish appropriate position standards and ~~to~~ group positions in classes with similar standards; and
- (4) Conduct area wage and salary surveys periodically to provide competitive wage and salary scales.

C. Employee Relations and Services

- (1) Develop a system of job performance standards and evaluation procedures to inform each employee periodically and systematically of the status of his or her job performance;

Comment [GJE1]: race, color, religion, sex, age, national origin, disability, military status, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities, exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

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- (2) Establish rules and standards governing employee conduct both on and off the job;
- (3) Administer a uniform leave program;
- (4) Provide employee grievance procedures;
- (5) Develop a document to inform employees of their responsibilities, rights, and privileges;
- (6) Provide and maintain a safe and healthy work environment;

D. Employee Development and Training

- (1) Motivate and stimulate employees to achieve their highest potential usefulness;
- (2) Encourage employees to further their knowledge base and education through workplace training and ~~tuition reimbursement programs~~;
- (3) Comply with all local, state, and federal laws requiring specialized training for employees in certain positions or occupations.

3. COVERAGE

A. These policies shall cover all employees in the City service unless specifically excluded by this document, the City charter, the Civil Service Act of the City, and/or the ordinances of the City without discrimination as to race, religion, color, sex, age, national origin, disability, military status, communication with an elected public official, free speech, public affiliation, genetic information, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, or any other basis protected by law. ~~race, religion, gender, creed, national origin, ancestry, disability, or political affiliation.~~

B. All City offices and positions are divided into regular service and Civil Service. The regular service shall include all full-time and part-time positions in the City's service not covered under the Civil Service Act of the City. Civil Service shall cover those employees specifically identified as covered under the Civil Service Act. These employees include uniformed police and fire employees, with the exception of the Police Chief and the Fire Chief, except as may be otherwise provided by the Civil Service Act. ~~The following offices and/or positions are specifically excluded from the City's regular and Civil Service, thereby excluding them from this document:~~

- ~~(1) All elected officials except where specifically provided otherwise;~~
- ~~(2) The city administrator;~~
- ~~(3) Members of appointed boards and commissions;~~
- ~~(4) Consultants, advisers, and legal counsel rendering temporary professional service;~~
- ~~(5) The city attorney;~~
- ~~(6) The city judge.~~

Comment [GJE2]: race, color, religion, sex, age, national origin, disability, military status, communication with an elected public officials, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law

Comment [GJE3]: Some policies apply to all employees and officers of the municipalities
i.e. Harassment, discrimination, etc

4. NON-DISCRIMINATION AND POLICY STATEMENTS

- A. It is the policy of the City of Morristown to ensure compliance with Title VI of the Civil Rights Act of 1964: 49 CFR. Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance on the grounds of race, color, sex, or national origin.

- B. It is the obligation and policy of the City of Morristown to provide equal opportunity employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, military status, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

This policy applies to all terms, conditions and privileges of employment and all policies of employment and all policies of the City, including hiring, placement, training, employee development, promotion, transfer, compensation, benefits, grievances, educational assistance, layoffs, termination and retirement. It is the obligation and policy of the City of Morristown to provide equal opportunity employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, military status, communication with an elected public officials, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

This policy applies to all terms, conditions, and privileges of employment and all policies of the City, including hiring, placement, training, employee development, promotion, transfer, compensation, benefits, grievances, educational assistance, layoffs, termination and retirement.

B. [The City of Morristown is an equal opportunity employer and does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national, or ethnic origin, disability, marital status, veteran status, or any other occupationally-related criteria.]

- C. The City of Morristown is a smoke-free environment and, as such, prohibits smoking in all facilities except in designated areas in compliance with Tennessee Code Annotated 39-17-1800.
- D. It is the policy of the City of Morristown to abide by all provisions of the Americans with Disabilities Act. The City will not discriminate against any individual who demonstrates the qualifications necessary to perform the duties of a particular position in the organization. No medical or physical disabilities will be considered as a factor in satisfactorily performing a job/task except for those which are critical to the performance of such task. The City of Morristown will provide reasonable accommodation(s) to qualified disabled individuals unless the accommodation(s) would pose an "undue hardship" on the City.

- E. The City of Morristown is a drug-free workplace.

5. ADMINISTRATION

- A. These rules shall be administered by the city administrator in conformity with the ordinance establishing a personnel system. To achieve this, the city administrator may appoint a designee of his or her choosing at any time to administer and maintain these rules.

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Comment [GJE4]: It is the obligation and policy of the City of Morristown to provide equal opportunity employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, military status, communication with an elected public officials, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

This policy applies to all terms, conditions, and privileges of employment and all policies of the City, including hiring, placement, training, employee development, promotion, transfer, compensation, benefits, grievances, educational assistance, layoffs, termination and retirement.

Comment [GJE5]: The City of Morristown will provide reasonable accommodation to qualified disabled individuals unless the accommodation would pose an "undue hardship" on the City.

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- B. Amendments to the policies shall be made in accordance with the procedure herein. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

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II. CLASSIFICATION PLAN

1. PURPOSE

The classification plan provides a complete listing of all positions in the City and an accurate description and specifications for each position. Each position is assigned a grade level classification that identifies its placement on the salary schedule, giving the salary range for that position. The plan standardizes titles, each of which is indicative of a range of duties and responsibilities and has the same meaning throughout the City service.

2. COMPOSITION OF THE CLASSIFICATION PLAN

The classification plan shall consist of:

- A. Position titles descriptive of the work of the position that identifies the class;
- B. Written specifications for each position;
- C. Physical standards for performance of the essential duties of the position;
- D. A salary range for each position, based on the grade level classification of the position and amount of experience.

3. USE OF POSITION TITLES AND SPECIFICATIONS

- A. Position titles are to be used in all personnel, accounting, budget appropriation, and financial records of the City. No person will be appointed or employed in a City service position under a position title not included in the classification plan. This document in no way precludes the City from using a working title different from the class title or adding position titles for improved operations within the City.
- B. Position specifications are to be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the position. Specifications are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

4. USE OF THE CLASSIFICATION PLAN

The classification plan is to be used:

- A. As a guide in recruiting and examining candidates for employment;
- B. In determining lines of promotion and developing employee training programs;
- C. In determining salaries to be paid for various types of work;
- D. In providing uniform job terminology understood by all City officers and employees and by the general public.

5. ADMINISTRATION OF THE CLASSIFICATION PLAN

- A. The City Council is charged with approving the classification plan of the City so that it will reflect the duties performed by each employee in the service of the City and the grade to which each position is placed.

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- B. It is the duty of the city administrator to examine the nature of the position titles, make such changes in the classification plan as are deemed necessary by changes in the duties and responsibilities of existing positions, and periodically review the entire classification plan and recommend appropriate changes in allocations or in the classification plan itself.
- C. Whenever a new position is established or duties of an old position change, department heads shall submit to the human ~~resources~~resource department or equivalent position in writing a comprehensive job description listing in detail the duties of such a position. The human ~~resources~~resource department shall investigate the actual or suggested duties and shall then recommend to the city administrator for approval of the assignment of the position to the appropriate grade level classification according to the classification plan. Any position without a written job description will not be advertised.

6. REQUEST FOR RECLASSIFICATION

Any department head who considers a position in his or her department improperly titled or classified shall submit his or her request to the human ~~resources~~resource department in writing who shall review the justification for the request. The human ~~resources~~resource department will investigate and research to determine if the request is justified and will make a recommendation to the city administrator based on those findings. If the human ~~resources~~resource department finds the request is not justified, they shall advise the department head of his or her decision.

7. PAY SCALE

- A. Each position title shall have a corresponding pay grade level. For purposes of determining salary, the pay grade (~~ranging 1-30~~) shall dictate where a position is located on the pay scale vertically.
- B. The pay scale will be updated on an annual basis to reflect cost-of-living adjustments or any other changes in the pay scale as approved by City Council.

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III. COMPENSATION

1. PURPOSE

The pay rates established by the City are intended to provide fair compensation for all positions in the classification plan in consideration of pay rates for other positions, general pay rates for similar employment in private establishments, other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors.

2. EXEMPTION STATUS

For purposes of determining eligibility for overtime, each position within the city will be classified as "exempt" or "non-exempt." The exemption status of positions is reviewed constantly in order to assure compliance with the FLSA regulations. A complete listing is available in the human ~~resources~~resource department.

3. EXEMPT EMPLOYEES

Exempt employees will be paid on a fixed salary basis ~~and is defined by FLSA~~. The amount of their pay will not change regardless of hours worked. Exempt employees do not receive overtime. By the nature of their positions exempt employees may be required to work more than 40 hours per week. Exempt employees will receive ~~40 hours of management leave each calendar year. Any unused management leave will be forfeited at the end of the calendar year. an hour of compensatory time for every hour worked of overtime. This time will be calculated in the same manner as non-exempt as far as the 40-hour determination. An exempt employee may accrue up to 5075 hours of compensatory time.~~

4. NON-EXEMPT EMPLOYEES

Non-exempt employees will be paid on an hourly rate basis and are paid for all time actually worked.

A. Overtime Pay

- (1) Overtime pay shall be awarded in accordance with the FLSA, with modifications. Overtime will not be worked unless deemed to be in the public interest or to preserve public health and safety. Overtime work must be authorized by the department head before being worked, except in case of an emergency. Department heads may adjust work schedules during the work period to minimize the number of overtime hours earned at the end of a work period. Any overtime worked that has not been authorized is subject to disciplinary action up to and including termination.
- (2) Overtime hours earned at the end of a work period will be compensated according to the FLSA provisions at a rate of 1½ times the employee's regular rate. Overtime pay is calculated based upon the number of hours physically worked by an employee and City approved holidays. In other words, holidays are considered as time worked. Holidays are listed under Benefits (Section V.-1A.)
- (3) City hours will count toward overtime hours, but taking vacation time, compensatory time or floating holidays will not be ~~eligible for overtime~~ factored as hours worked for the purpose of overtime calculation.

Comment [GJE6]: What is the pay practice for unauthorized OT?

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B. Compensatory Time

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- (1) At the employee's discretion, qualifying overtime hours earned may also be paid with compensatory time at a rate of 1½ times the hours worked in accordance with the FLSA. Once an employee chooses to earn compensatory time in lieu of overtime, they may not convert compensatory time into overtime pay ~~except on separation~~.

Comment [GJE7]: What are the pay practices for paying out compensatory time upon separation from employment?

- (2) Compensatory time may be used by an employee as time off with the approval of his or her supervisor and department head.
- (3) Employees may be required to take compensatory time at the direction of the department head.
- (4) Maximum amount of compensatory time earned by an employee during a calendar year is ~~507560~~ hours for exempt employees and 200 hours for non-exempt employees. Anything accrued above the ~~maximum hours 1007560~~ hours in a calendar year will not be accrued. Any hours beyond stated limits will be paid out as wages for non-exempt employees. Compensatory time shall accrue to a maximum of 200 hours for non-exempt employees.

C. Minimum Wages

- (1) In accordance with the FLSA, no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

D. On-Call Time

- (1) Non-civil service employees who perform functions that are necessary for the proper maintenance and functioning of City services may be eligible for on-call pay. It is the duty and responsibility of each on-call employee to be available by cell phone or other means approved by his or her supervisor at all times. Employees must be able to respond to a call-back within 30 minutes after receiving notice.
- (2) An employee on-call who fails to respond to an emergency call within 30 minutes may be subject to disciplinary action. The supervisor or lead person shall be responsible for determining which employees are designated for on-call. The City will compensate an on-call employee for two (2) hours at his or her base rate for each 24-hour period they are on call.

E. Call-Back Pay

- (1) When an on-call employee is called out, they shall receive two (2) hours minimum pay for the first call-out each day.
- (2) Subsequent call-outs will be paid for actual time worked. If call-out hours result in overtime hours for the work period, such overtime pay will be awarded in accordance with the FLSA.

5. RAISES

All raises given to City employees are subject to approval by City Council in the annual budget. Raises can be given for the following:

- A. Promotion;
- B. Anniversary of employment

Comment [LC8]: Need to look up for clarification

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- C. Cost of Living Adjustment (COLA);
- D. As provided for in the annual budget approved by City Council.

6. PAYCHECKS

- A. All employees of the City of Morristown shall be paid on a biweekly basis. ~~Thursday~~Friday is officially designated as payday. If the City will be closed for a holiday on ~~Friday~~Thursday, payday will be the last working day prior to that Thursday. If an employee has questions about his or her work time, salary, deductions, or any other paycheck related issue, they are to inform his or her supervisor and/or department head immediately.
- B. The final paycheck for a resigning, dismissed, terminated or retiring employee will be made available on his or her regular payday, but no more than 21 days after the date of separation. In unusual circumstances, a department head may request arrangements for earlier payment from the Finance department with Finance approval.
- C. Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the payroll department so that a stop-payment order may be initiated. The Finance/Purchasing Director~~payroll tech~~ will determine when a new check should be issued to replace a lost or missing check. Employees losing more than two paychecks within a twelve (12) month period will be charged an amount equal to the stop-payment fee charged to the City.
- D. ~~Employees are strongly encouraged to receive their pay via direct deposit to a checking or savings account of their choice. Employees who select this option will still receive a pay stub detailing the wages earned, deductions and net pay.~~ Current employees are strongly encouraged to receive their pay via direct deposit to a checking or savings account of their choice. Employees who select this option will still receive a pay stub detailing the wages earned, deductions, and net pay. New employees after January 1, 2013 shall receive their pay via direct deposit.

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7. PAYROLL DEDUCTIONS

By law the City is required to deduct, where applicable, federal withholding taxes, Social Security taxes, and garnishments from any employee's pay. The following deductions will be made only when required by law or authorized by an employee:

- A. Federal Income Tax - Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the City a copy of the W-4 form. In the event of changes an employee's exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made;
- B. Social Security - Social Security payments and deductions will be made according to the Social Security Act. The insurance/payroll clerk shall keep such records and make such reports as may be required by applicable state and federal laws or regulations;
- C. Tennessee Consolidated Retirement System - All regular full-time employees of the City participate in TCRS. A percentage of each check will be automatically deducted. The amount will be set by TCRS. For more information on the TCRS system, please refer to your TCRS information booklet or the human ~~resources~~resource department;

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- D. Garnishments - The City will garnish the wages of an employee in compliance with any properly filed and served legal notices. The City will make no effort to assist the employee with discontinuing the garnishment. All decisions will be based upon the legal notices and guidelines in possession of the City;
- E. Others - Other deductions may become required by changes in local, state or federal law. The City reserves the right to make these deductions in compliance with all changes.

8. NEW HIRE COMPENSATION

- A. When a new employee begins his or her employment with the City, they will be compensated within the grade level of the position.
- B. The city administrator, in consultation with the department head, will determine the step level for the new employee.

9. ADDITIONAL PAY TYPES

A. Perfect Attendance – If funded, this pay is remitted to full time employees who have not used sick time during a calendar year. The employee must be employed from January 1 to December 31 to be eligible. Perfect attendance pay is not prorated if employee leaves during the year.

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B. Degree Pay – If funded, degree pay is paid only to Civil Service employees when documentation is received in payroll. This pay will not be retroactive to any prior dates than when the information is received in payroll.

C. Longevity Pay – If funded, this pay is remitted to full time employees who have been employed with the city a minimum of 5 years from hire date

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D. Flying Five- If funded, this pay is remitted to full time employees. Employee must be employed prior to December 1 to be eligible for payment.

E. Christmas Bonus- If funded, this pay is remitted to full time employees. Employee must be employed prior to December 1 to be eligible for payment.

B. F. Non Smoking- If funded, this pay is remitted to full time employees who do not use tobacco products.

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IV. EMPLOYMENT

1. APPLICATIONS

- A. The City of Morristown shall make every effort to attract qualified applicants for various types of positions. In so doing, the City shall prepare and publicize vacancies when they occur. Notice of vacancies shall be posted in City Hall. Notices may be published in the newspaper or distributed to other media as it is deemed appropriate to provide notice of the vacancy to as many qualified persons as possible. ~~Notices of promotional vacancies may initially only be posted in locations where eligible employees will likely see the notice.~~ The Human ~~Resources~~Resource Department will determine if a notice is posted internally only or advertised publicly.
- B. All employment applications are received at City Center by the human ~~resources~~resource department. Applications are kept on file for one year. If a position opening occurs within one year the City may request another application to be completed to ensure all information is up to date. After one year, it is the responsibility of the applicant to reapply. The City shall make reasonable accommodations in the application process for applicants with disabilities making a request for such accommodation(s). Applications will only be accepted, with the exception of Police Department and Fire Department, when a position is advertised. All Police and Fire applications will be accepted in accordance with the Civil Service Law.
- C. An applicant may be removed from consideration if they:
- (1) Decline an appointment when offered;
 - (2) Cannot be located by the postal authorities; therefore, it shall be deemed impossible to so locate an applicant when a communication mailed to the last known address is returned unclaimed;
 - (3) Move out of the area;
 - (4) Are currently using narcotics, or their excessive use of intoxicating liquors poses a direct threat to the health and safety of others;
 - (5) Is found to have been convicted of a felony or a misdemeanor involving moral turpitude as the term is defined by law;
 - (6) Has made an intentionally misleading or false statement of material fact or intentional omission on the application;
 - (7) Does not file the application within the period specified in the application/examination announcement or does not use the prescribed form or uses a different format than allowed as a reasonable accommodation;
 - (8) Was previously employed by the City and was terminated for cause or resigned not in good standing.

2. RECRUITMENT BY EXAMINATION

- A. All appointments in the City service shall be made according to merit and fitness and may be subject to competitive examination. All such examinations shall fairly and impartially test an applicant's proficiency relevant to the capacity and fitness of the applicant to efficiently discharge the duties of the position to be filled.

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- B. It shall be the decision of the department head and human ~~resources~~resource department to determine whether or not examinations will be used in determining the best applicant for each position. Because of the wide variety of positions within the City, the City may choose to use examinations on a position-by-position basis.
- C. Civil Service positions will be filled according to the procedures outlined by the Civil Service Act.

3. TYPES OF EXAMINATIONS

The examinations held to establish eligibility and fitness for any class may consist of one or more of the following parts as determined by the human ~~resources~~resource department. The city will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

- A. Written Test - This ~~test part~~, when required, may include a written demonstration designed to show the applicant's familiarity with the knowledge required in the class of positions to which they are seeking appointment or the applicant's behavioral and/or personality traits.
- B. Oral Test - This ~~test part~~, when required, shall include a personal interview when the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations when a written test is unnecessary or impractical or as a reasonable accommodation for someone unable to take a written test due to a disability.
- C. Performance Test - This test, when required, shall involve performance tests as would aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who:
 - (1) cannot perform the essential functions of a specific position due to a disability that cannot reasonably be accommodated;
 - (2) pose a direct threat to themselves or others; or
 - (3) are unable to perform the essential functions of a specific position due to a temporary condition or disability not protected by the ADA.
- D. Physical Agility Test - When required, the physical agility test consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process, or it may be used to exclude from further consideration applicants who do not meet the minimum required standards.
- E. Pre-employment Drug Test - After a conditional offer of employment, applicants for certain classes may be required to take a drug test in accordance with the City's drug testing policy. A positive result on the drug test shall result in an applicant being denied employment.

Comment [GJE9]: Should use tests that have been through non-discriminatory validation process.

4. NOTIFICATION AND INSPECTION OF EMPLOYMENT EXAMINATION RESULTS

Each person who takes an employment examination shall be notified by first-class mail or other appropriate means of his or her standing or of his or her passing or failing.

5. RESIDENCY

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- A. Employees of the City of Morristown may reside within a reasonable driving distance from their assigned work location. The length of their daily commute should not interfere with the standards of being to work on time for all work assignments. All Civil Service personnel will live within a 30-mile radius of either their assigned duty station or City Center. The 30-mile radius will be verified by the departmental Chief or his or her designee. Once the chief has given approval to a Civil Service employee, that approval cannot be revoked for as long as the employee continues to live at that same residence.
- B. The 30-mile radius restriction is necessary due to the nature of public safety positions and the possibility of an emergency recall. Any new hire who does not meet this requirement at the time of hire will have 180 days to meet this requirement.

6. MEDICAL EXAMINATIONS AND GENERAL PHYSICALS

Pre-employment:

- A. Following a conditional offer of employment, every prospective employee, will be examined by a licensed medical physician designated by the City and undergo a pre-employment drug screen. This exam will determine whether prospective employees can perform the essential functions of the position offered. ~~and will also serve as a general physical over-view.~~ The cost of this medical examination shall be borne by the City.
- B. A prospective employee who is unable to successfully perform the essential functions tested for in the medical examination will have his or her offer of employment by the City withdrawn only if they:
 - (1) Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
 - (2) Pose a direct threat to themselves and/or others; or
 - (3) Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

Comment [GJE10]: What information is returned to the city?

Post-employment:

- C. All employees of the City may, during their employment, be required by their department head, with the approval of the human ~~resources~~ resource department, to undergo periodic examinations to determine their physical and mental fitness to continue to perform the work of their position. This periodic examination shall be at no expense to the employee. Determination of physical or mental fitness will be made by a physician designated by the City.
- D. When a City employee is reported by the examining physician to be physically or mentally unfit to perform work in his or her position for which they are employed, the employee may, within ten (10) days from the date of his or her notification of such determination, indicate in writing to the human ~~resources~~ resource department, his or her intention to submit the question of his or her physical or mental fitness to a physician of his or her choosing.
- E. In the event there is a difference of opinion between the examining physician designated by the City and the physician chosen by the employee, a third physician shall be mutually agreed upon and designated by both physicians. The third physician's decision shall be final and binding as to the physical or mental fitness of the employee. The City shall pay its physician, the employee shall pay his or her physician, and the third physician shall be paid 50% by the City and 50% by the employee.

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F. An employee determined to be physically or mentally unfit to continue in his or her position may be demoted according to these rules, or they may be separated from the City service only after it has been determined that they:

- (1) Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
- (2) Pose a direct threat to themselves and/or others; or
- (3) Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

G. Random Drug screens will be performed on a regular basis on all safety-sensitive personnel and any employee that drives any City owned vehicle.

7. MINIMUM AGE

The FLSA requires that employees of state and local governments be at least 16 years old for most non-farm jobs and at least 18 years old for non-farm jobs declared hazardous by the secretary of labor. Minors 14 and 15 years old may work outside school hours under certain conditions. Civil Service applicants must be a minimum of 21 years of age before they are eligible for hire. ~~Fire department applicants must be less than 36 years of age at time of hire.~~

8. TYPES OF REGULAR SERVICE EMPLOYEES

Employees of the City of Morristown are generally classified as one of the following:

- A. Regular Full-time Employee - A regular full-time employee is an employee who is scheduled to work a minimum of 40 hours per week (or a minimum of two (2) shifts per week in the case of firefighters) is paid either an hourly rate or annual salary, is subject to all conditions of employment, and receives all benefits offered by the City unless specifically excluded by the City charter, code, or ordinance. Regular full-time employees serve a six-month probationary period, during which time they may be dismissed without ~~cause/recourse~~. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.
- B. ~~Regular~~ Part-time Employee - A ~~regular~~ part-time employee is an employee who works part-time hours on a regular basis who may not work on a daily basis and whose hours cannot exceed 30 hours per week or 1,500 in a 12-month period unless approved by the city administrator. ~~Regular-p~~Part-time employees are not eligible for City benefits.
- ~~C. Term Full-time Employee - A term full-time employee is an employee who works full-time, not exceeding 1,500 hours per 12-month period and who is paid on a per-day or per-hour basis. Term employees are not subject to all the conditions of employment, but they shall be fully capable of performing the assigned duties and shall receive no City benefits except coverage under workers' compensation.~~
- C. Volunteer Employee - A volunteer is an individual who works for the City for little or no compensation. The City may provide uniforms and workers compensation, at its own discretion, assistance to these appointed individuals.

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Comment [GJE11]: TYPES OF EMPLOYEES

Employees of the (city/town of _____) are generally classified as one of the following:

1. Regular full time Employee - (Determination of status may be by hours per week or hours per month.) A regular full time employee is an employee who works a minimum of (indicate number of hours) hours per week ("shifts" in the case of firefighters) is paid an (hourly rate or annual rate), is subject to all conditions of employment, and receives all benefits offered by the local government unless specifically excluded by the local government, charter, code, or ordinance. Regular full time employees serve a (indicate length of period)-month Trial Employment Period, during which time they may be dismissed without recourse.

2. Regular part time Employee - A regular part time employee is an employee who works part time hours on a consistent basis and whose hours cannot exceed _____ hours per week unless approved by the (mayor/ manager/ administrator/ recorder/ personnel/human resources director/ department head/ appointing authority). Regular part time employees (are / are not) eligible for local government benefits on a prorated basis according to the actual hours worked (except longevity, retirement, college pay, health and/or life insurance benefits).

3. Temporary Regular full time Employee - A temporary regular full time employee is an employee who works regular full time, not exceeding 12 months per term of employment and who is paid on a per day or per hour basis. A temporary employee may not be subject to all conditions of employment, but shall be fully capable of performing the assigned duties and will receive (full benefits/ prorated benefits/ no benefits except coverage under workers' compensation). Individuals who are classified as temporary employees and are hired to fill a regular full time or regular part time position shall begin to accrue benefits on the effective date of regular full time or regular part time appointment.

4. Temporary Regular part time Employee - a temporary regular part time employee is an employee who works fewer than (indicate number of hours) hours per week. Temporary employees may not work more than _____ months per year. R... [1]

Comment [GJE12]: 30 hours per week for purposes of offering health benefits under ACA

What if an employee regularly works fewer than 40, but greater than 29.999

Comment [GJE13]: If the employee averages 30 per week, they then would be eligible for ACA bens

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9. VACANCIES, APPOINTMENTS, PROMOTIONS, DEMOTIONS, TRANSFERS AND REASSIGNMENTS IN THE REGULAR SERVICE

A. Pursuant to the City charter, the city administrator has the authority to appoint, promote, demote, reassign, transfer, suspend, and remove all regular service employees of the City of Morristown. All regular service vacancies in the City service shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, transfer, or demotion.

B. Whenever a department head desires to fill a vacancy, a request for appointment will be submitted to the ~~city administrator or human resource department~~, ~~city administrator~~.

B.C. ~~If a former employee is rehired within 6 months of separation, the employee will retain their years of service and the benefits connected with years of service. If hired after that date the employee previous year(s) of service will not be considered for benefits.~~

(1) Vacancies

(a) Vacancies occur within the City for the following reasons:

- termination;
- promotion;
- transfer;
- resignation;
- retirement;
- new positions;
- various types of leave.

(b) When a position becomes vacant, the City may elect to not fill the position. If the City does elect to fill the position, the city administrator may make an appointment.

(2) Appointments

(a) Appointments to positions with the City are made by the city administrator and fall into four categories. They are:

- Original Appointments - Also referred to as a "new hire." Original appointments occur when a candidate is offered conditional employment. Compensation for this group will be based on his or her job title and will fall in between the ranges determined by the grade level of the position.
- Interim Appointments - When the City is unable to fill a vacancy because of an insufficient number of applicants, a lack of qualified applicants, or due to the need to fill a position left vacant due to a temporary situation (such as a position in which an employee will be out for an extended medical leave), the city administrator may authorize the department head to fill the vacancy by an interim appointment. Interim appointments require the prior approval of the city

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administrator. Compensation for this group will be consistent with pay raises for any other promotion or the first step on the position's grade level, whichever is greater. At the end of the interim appointment the employee will return to his or her original position and rate of pay.

- Emergency Appointments - The city administrator may authorize the appointment of any qualified person to a position to prevent a halt in public business or loss or serious inconvenience to the public. Emergency appointments shall be limited to a period not to exceed 30 days in any 12-month period. Emergency appointees may be City employees or non-employees. Compensation for an emergency appointee will be determined by the city administrator.
- Student Appointments - Also referred to as "intern." Students majoring in a field of value to the City and attending (or recently attended) an educational institution may be employed on an internship basis for a period not to exceed 12 months. The appointment must be approved by the city administrator.

(3) Promotions

- (a) A promotion is assigning an employee from one position to another that has a higher maximum pay rate, rank, and responsibility. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of increasing an employee's compensation.
- (b) It is the policy of the City to make every effort to promote from within when possible. Vacancies in positions above the lowest rank in any category in the regular service shall be filled as far as practicable by promoting employees. Not every vacancy will be able to be filled from within. ~~The human resource department will determine how a position will be advertised (internal/external) in consultation with the department head. Promotional positions will first be posted within the City for City employees only to apply. If the pool of applicants is sufficient to fill the position, the City will promote from within. If the pool of applicants is insufficient, the City will solicit applications from outside individuals. A current City employee may still be chosen at this point; however, the City may elect to hire from outside the organization.~~
- (c) The criteria for promoting an employee will be as follows:
 - Ability of employee to perform tasks applicable to the position;
 - Previous work experience applicable to the position, regardless of place of employment;
 - Education and training applicable to the position;
 - Service record of the employee, including but not limited to: prior disciplinary action, attendance record, and safety record;
 - Supervisor's recommendation;
- (d) After deciding on a candidate for promotion, the department head shall inform the city administrator who will either accept or reject the recommendation. The final decision will rest with the city administrator.

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- (e) When an employee in one classification is promoted to a position in another pay grade and the employee's current pay rate is less than the minimum rate for the new position, the employee's salary shall be raised to that minimum rate. When the employee's salary falls above the new minimum rate, an increase equal to ~~five percent (5%)~~ 2 steps of the current rate will be given effective on the first day of assuming the additional responsibilities. The minimum rate increase for a promotion will be ~~2 steps, five percent (5%)~~.
- (f) After the promoted employee successfully completes a probationary period of at least six months, they will receive an additional 2 steps on the salary scale ~~table, 5% increase~~.

(4) Combined positions

- (a) When positions are combined by the city administrator, then the employee will receive a one step increase on the first day of assuming duties and a one step increase on successful completion of probation period.

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(4)(5) Lateral Transfer/Transfers

- (a) When an employee desires to transfer from one position to another, it must be agreeable to both department heads involved and approved by the city administrator. Transferring an employee from one position to another without significant change in the responsibility level may be effective:
- When the employee meets the qualification requirements for the new position;
 - The transfer is in the best interest of the City;
 - The transfer meets the personal needs of the employee as consistent with the other requirements of this rule;
 - As a reasonable accommodation when an employee is unable, due to a disability, to continue to perform the essential functions of the job, and/or
 - When a position is eliminated
- (b) An employee who transfers from one City department to another will retain and carry forward all benefits earned, accrued, or both as of the date of transfer. As a general rule, lateral transfers do not result in an increase in compensation.

(5)(6) Demotions

- (a) A demotion is assigning an employee from one position to another that has a lower pay grade. An employee may be demoted for any of the following reasons:
- Because his or her position is being abolished and they would otherwise be laid off;
 - Because his or her position is being reclassified to a higher grade and the employee lacks the necessary skills to successfully perform the job;
 - Because there is a lack of work and/or a lack of funds;

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- Because another employee, returning from authorized leave granted in accordance with the rules on leave, will occupy the position to which the employee is currently assigned;
 - Because the employee does not possess the necessary qualifications to render satisfactory service to the position they hold;
 - Because the employee voluntarily requests such a demotion, and it is available;
 - As a reasonable accommodation when an employee, due to a disability, becomes unable to perform the essential functions of the job;
 - As a form of disciplinary action.
- (b) When an employee in one classification is demoted to a position in a lower classification, the employee's salary shall be at the same step of his or her previous classification.

~~(6)~~(7) Reassignments

- (a) A reassignment is when an employee's job title, function, duties or responsibilities may change, but his or her pay grade does not. A reassignment may be permanent or temporary. It is similar to a transfer; however, a reassignment may be implemented by a department head without a request from an employee. A reassignment may be implemented under one of, but not limited to, the following:
- Reassignment is in the best interest of the City;
 - As a reasonable accommodation when an employee is unable, due to a disability or injury, to continue to perform the essential functions of the job for a permanent or temporary period of time. This reassignment must be to a position classified in the same pay class (see Demotion above for reduced pay);
 - When a position is eliminated.
- (b) An employee who refuses a reassignment may be subject to disciplinary action up to and including termination.

10. CITIZENSHIP AND IMMIGRATION STATUS VERIFICATION

The City will not discriminate on the basis of a person's national origin with regard to recruitment, hiring, or discharge. However, the City will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after Nov. 6, 1986, regardless of national origin, ancestry, or citizenship, must provide documentation to verify identity and employability. The documentation must be provided before employment.

11. PROBATIONARY PERIOD

- A. The probationary period is an integral part of the employment process and shall be used for: closely observing the employee's work, securing the most effective adjustment of a new or promoted employee to his or her position, and rejecting any employee whose performance does not meet work standards. The probationary period will apply in the following situations:

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- (1) All new City employees, regardless of type of service or hours worked;
 - (2) Any employee promoted, transferred, demoted or whose core job responsibilities have been altered;
 - (3) Any employee who has been disciplined more than three (3) times in a 12 month period, and the department head wishes to place the employee on probation;
 - (4) Any employee who has been suspended for any reason.
- B. The probationary period shall be for a period of six (6) months (Civil Service employees' probationary periods are outlined in the Civil Service Act of the City of Morristown). Department heads may request an extension of any employee's probationary period for up to six (6) additional months by contacting the human ~~resources~~resource department who shall make a recommendation to the city administrator. In no event may a probationary period be extended beyond twelve (12) months.
- C. During the probationary period, the human ~~resources~~resource department shall require the department head to report the observations of the employee's work and his or her judgment of the employee's willingness and ability to perform the duties assigned. During the probationary period, the supervisor will inform the employee when his or her performance is unsatisfactory and does not meet the probationary test requirements. During the probationary period, any new employee may be terminated at any time without cause or right of appeal.
- D. Employees who have been promoted, transferred, or whose core job responsibilities have been altered, may be returned to his or her previous position or reassigned by his or her supervisor and/or department head if his or her performance is not satisfactory, if the position is vacant. Employees who have been demoted may be terminated.
- E. A written performance evaluation/appraisal shall be completed by the department head at least 10 days prior to the expiration of an employee's probationary period. At this time, the department head shall notify the human ~~resources~~resource department if the employee's service has been satisfactory and whether they will continue to employ the individual on an at-will basis. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.
- F. Sick leave and annual leave will accrue during the probationary period. A new employee may use annual leave, sick leave or compensatory leave during his or her probationary period on an emergency basis or as agreed upon with his or her department head. Holiday pay will be received and the employee may use his or her birthday holiday. New employees may not donate sick leave or receive donated sick leave from other employees. Civil service employees cannot appeal employment actions, including termination, to the Civil Service Board during his or her probationary period.

12. FIRST DAY OF EMPLOYMENT

After an applicant has been selected to fill a job vacancy by the department head and has been approved by the city administrator, the new employee shall be required to complete or provide the following documents and forms before beginning work:

- A. W-4 form;
- B. Signed acknowledgment form indicating receipt of the employee handbook/personnel manual;

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- C. Immigration Control and Reform Act form (I-9);
- D. A copy of educational certification, professional license, or certificate, if any, required per the job description;
- E. Emergency telephone numbers;
- F. A copy of driver's license (if the position requires driving a City vehicle);
- G. List of dependents as required by Consolidated Omnibus Budget Reconstruction Act (COBRA);
- H. Signed acknowledgement of drug policy.

13. MOONLIGHTING/OUTSIDE EMPLOYMENT

- A. For purposes of this section outside employment shall be defined as any employment not compensated by the City of Morristown. Volunteer activities are excluded from this section.
- B. With the approval of the employee's department head and confirmation from the city administrator, employment outside of the City service is permissible, provided that there is no conflict of interest or impairment of work performance for the City of Morristown and that said outside employment is not likely to reflect unfavorably, discredit or create embarrassment for the City. Before outside employment begins, employees must present a written request describing the work to be performed for approval to his or her department head and City Administrator. This documentation shall be verified on an annual basis by the Human ~~Resources~~Resource Department.
- C. Employees missing work because of sickness or injury that can be attributed to a second job will not receive pay or other normal benefits for time lost from his or her City job. Approval of a second job may be withdrawn at any time.

14. HOURS OF WORK/WORKWEEK

- A. The department heads, with the approval of the City Administrator, shall establish hours of work per week for each position in his or her department which shall be determined in accordance with the needs of service and which shall take into account the reasonable needs of the public who may be required to do business with various City departments. Flexible working hours may be approved on a temporary or limited basis for employees with the approval of his or her supervisor and department head.
- B. Due to the wide variety of services provided by the City, the work hours may vary from position to position, and flexible working hours cannot be implemented. Certain positions have a direct impact on the safety and well-being of the general public, and employees in those positions may be required to work weekends, holidays, nights, and other hours not traditionally considered to be "normal business hours."
- ~~B-C.~~ At no time shall the established work hours be in conflict with the Fair Labor Standards Act.

15. ATTENDANCE AND TARDINESS

- A. It is essential that City employees are present and on time for work. The City requires employees to be present and at his or her assigned work stations ready to work when their shift or workday is scheduled to begin. Employees who are not ready to begin work at their

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assigned times will be considered tardy and will be disciplined according to the City's progressive discipline policy (see section XIII for information regarding progressive discipline). Excessive tardiness can result in termination from City employment.

- B. All annual leave and compensatory leave used must first be approved by the employee's supervisor and/or department head. Excessive absenteeism will be subject to disciplinary action. Employees will be considered as having excessive absenteeism if they miss two (2) days within a 30-calendar day period, three (3) days within a 90-calendar day period, or four (4) days within a 180-calendar day period without scheduling annual leave time off in advance with their supervisor and/or department head. Exceptions to this include the use of sick leave for legitimate circumstances as prescribed in the City's sick leave use policy, deaths in the family, and injuries occurring during work.

16. NEPOTISM

- A. For purposes of this section, "relatives" shall be defined as: brother, half-brother, sister, half-sister, husband, wife, son, daughter, step-son, step-daughter, father, mother, step-father, step-mother, grandmother, grandfather or any relative currently living in the same household as any current full-time City employee or Councilmember.
- B. The City may not employ as a regular full-time employee any two or more relatives in the same department. Relatives of department heads and Councilmembers are not permitted to work for the City in any full-time capacity.
- C. If at ~~anytime~~any time it is discovered that a relationship listed above exists between two individuals in the same department and existed at the time of hire for the most recent hiring, the individuals will be given the opportunity to determine which one will resign or transfer. If the two cannot come to an agreement, the employee with the least amount of seniority will be terminated.
- D. If two or more relatives are working for the City and one becomes a department head, the other relative may remain employed by the City provided that the newly appointed department head recuses him/herself from all employment decisions which may impact his or her relative.
- E. If a relative of a full-time employee is elected to City Council, the newly elected Councilmember must recuse him or herself on all matters directly or indirectly affecting the employment of his or her relative.
- F. Any employee, regardless of rank, position, or title who becomes involved in or attempts to influence decisions affecting a relative's past, present, or future employment with the City may be subject to disciplinary action.

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V. BENEFITS

1. HOLIDAYS

- A. All offices and shops of the City of Morristown, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

(1) New Year's Day	January 1
(2) Martin Luther King Day	Third Monday in January
(3) Good Friday	Friday before Easter Sunday
(4) Memorial Day	Last Monday in May
(5) Independence Day	July 4
(6) Labor Day	First Monday in September
(7) Thanksgiving Day	Fourth Thursday in November
(8) Friday after Thanksgiving	Fourth Friday in November
(8) Christmas Day Eve	December 24
(9) Christmas	December 25

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- B. When a legal holiday falls on Saturday, offices will be closed on the preceding Friday. When a legal holiday falls on a Sunday, offices will be closed the following Monday.
- C. To receive compensation for a holiday, employees eligible for holiday benefits must be in a pay status (not away on leave without pay or on workers' compensation) on his or her last regular shift scheduled before a holiday and his or her first regularly scheduled shift after a holiday. It shall be the department head's responsibility to report to payroll the names, hours, and dates of employees who work holidays.
- D. Employees will also receive ~~sixteen-eight (816)~~ hours (~~2448~~ hours for Fire Department or 8, 10 or 12 hours for Police Department depending on position) of paid time off for floating holiday and eight (8) hours (24 for Fire Department or 8, 10 or 12 hours for Police Department depending on position) for employee's birthdays. These days may be used at the discretion of the employee and his or her supervisor/department head. This leave must be used within one year when accrued and cannot be carried over.

2. HOLIDAY PAY

- A. All full-time employees (except for fire and police departments) excused in observance of an official holiday as outlined above shall be compensated on an eight-hour basis at their regular straight-time pay rate in effect as of that date.
- B. When an employee, except for the police and fire departments, must work on the day the City observes a holiday, they shall receive eight (8) hours holiday pay plus straight or overtime pay (depending on the total number of hours worked for the workweek) for actual time worked. Any police officer or firefighter whose shift falls on a holiday (day designated by the City) shall receive 1½-time for his or her regular shift. When a holiday falls during a

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police or fire officer's day off, they shall receive eight (8) hours of holiday pay at straight-time.

C. Except for those employees already scheduled to work on a designated holiday, no employee shall work during a holiday without prior approval of the department head, except in the case of an emergency.

D. The floating holiday and birthdays shall not be used to calculate holiday pay. ~~This is These~~ are a flexible day benefits. New employees will receive a floating holiday when hired. New employees will receive a birthday holiday when their birthday occurs on the calendar. Both of these days shall be used within 6 months of accruing the day.

3. ANNUAL LEAVE

A. Accrual of Annual Leave for Full-Time Employees

(1) All full-time employees will receive annual leave based upon their years of service. Accrual of annual leave begins on the first day of employment as a regular full-time employee. Annual leave will be earned according to the following schedule.

(a) All full-time employees except firefighters on shift schedule:

<u>Completed Years of Service</u>	<u>Annual Leave Accrued per Year</u>
Less than 5 years	80 hours
At least 5 years, but less than 10	96 hours
At least 10 years, but less than 15	120 hours
At least 15 years, but less than 20	144 hours
At least 20 years and up	168 hours

(b) All firefighters on shift schedule:

<u>Completed Years of Service</u>	<u>Annual Leave Accrued per Year</u>
Less than 5 years	120 hours
At least 5 years, but less than 10	144 hours
At least 10 years, but less than 15	180 hours
At least 15 years, but less than 20	216 hours
At least 20 years and up	252 hours

(2) For annual leave purposes, the service an individual has to his or her credit includes all time spent as a full-time employee of the City. Temporary or part-time employees reclassified as permanent full time shall earn vacation time from the date of their new appointment to regular full-time status. No service time is given for unpaid leaves in excess of thirty (30) days.

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- (3) Any leave accrued in excess of 336 hours (504 hours for firefighters) at the end of the fiscal year (June 30) will be transferred to the employee's sick leave balance. An employee who is separated from City employment shall be paid for his or her unused vacation leave in accordance with the procedures for final paycheck issuance.

B. Use of Annual Leave

- (1) Annual leave may not be taken before it is earned and credited. Annual leave may be taken in whole, in part, or on a piecemeal basis throughout the year; however, all leave must be scheduled in advance for the mutual convenience of the employee and the City so proper adjustments can be made in the work schedules. The department head shall determine whether or not leave will be granted to an employee. Finance department employees must take at least five (5) consecutive working days of annual/holiday leave each calendar year
- (2) Annual leave can only be used in increments of 15 minutes (0.25 hours), 30 minutes (0.50 hours), 45 minutes (0.75 hours) or 1 hour.
- (3) Employees who intend to use annual leave must obtain approval from his or her supervisor/department head before using leave. An employee who does not obtain prior approval may not be permitted to use annual leave. Any employee, who believes they are being unfairly treated in the scheduling and use of annual leave, should inform his or her department head or the human resources department immediately. The report will be treated as a grievance and subject to the City's grievance procedure policy (see Section X for more information on the grievance procedure).

4. COMPENSATORY TIME

A. Non-exempt employees will with earn 1.5 times their base pay for any additional hours worked over their 40 hour workweek. The employee shall receive this through either wages or compensatory time. Maximum number of compensatory time hours earned by non-exempt employees is 200 hours.

B. Exempt employees shall receive hour to hour comp time for time worked over 40 hours in the workweek. Maximum amount of compensatory time earned by an exempt employee is 60 10075 hours per calendar year. Any time earned above the 1007560 hours will not be accrued

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4.5 SICK LEAVE

- A. All regular full-time employees are given sick leave to use in situations where illness makes it difficult or impractical for an employee to report to work. Sick leave is accrued based upon two different classifications: the first is all full-time employees except firefighters, and the second is firefighters.
- B. Accruing Sick Leave
 - (1) For all regular full-time employees, sick leave begins to accrue on the first day of employment. There is no limit on the amount of sick leave that can be accrued.
 - (2) Full-time regular employees including police department, but excluding firefighters, will accrue sick leave at the rate of 96 hours per year (3.692 hours per bi-weekly pay period).

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- (3) Firefighters will accrue sick leave at the rate of ~~96144~~ hours per year (~~3.6925-538~~ hours per bi-weekly pay period).

C. Use of Sick Leave

- (1) Sick leave is a benefit provided to employees. ~~The~~ purpose of sick leave is to protect an employee against the loss of income should the employee face extended absence from work due to illness or injury. Generally, employees become eligible to use sick leave in the situations outlined below.
 - (a) Employees are incapacitated by sickness or a non-job-related injury, or they are seeking medical, dental, or optical diagnosis and treatment.
 - (b) Employees may jeopardize the health of others because they have been exposed to a contagious disease requiring notice from a qualified doctor, or they may jeopardize the safety of other employees.
 - (c) A member of the employee's family requires his or her care and attention due to illness or injury only when such illness or injury qualifies for, and the employee is placed on, Family and Medical Leave under the conditions of FMLA. Sick leave use cannot exceed more than 12 weeks in a 12-month period under this category.
- (2) An employee utilizing accrued sick leave shall notify his or her immediate supervisor or department head as soon as practical or within other time limits if established by the department head. This notification should include an expected date of return. Use of sick leave may require a doctor's certification prior to return to work. This certification shall state the nature of the employee's illness and certify that the employee is capable of returning to work. This certification shall be required for the following circumstances:
 - (a) When an employee misses more than two (2) consecutive working days or shifts due to illness.
 - (b) When an employee uses more than three (3) sick days in a thirty (30) day period.
- (3) If a doctor's certification is not provided, the employee may be considered as abusing sick leave and may be subject to disciplinary action. Employees who abuse sick leave or deliberately make or cause to make false or misleading statements or claims, shall be subject to the loss of such benefits, dismissal, or such other disciplinary action as the department head deems necessary. All supervisors confirming an absence as sick leave, knowing the cause cannot be justified or failing to report the absence as required, shall be liable to the same disciplinary action as the employee.
- (4) The City reserves the right to send any employee who uses sick leave, certified by the employee's doctor, to a City designated doctor, at no cost to the employee. If the City's doctor concludes the employee is fit for duty and the employee has a note from his or her own doctor stating otherwise, the City's doctor and the employee's doctor will then agree upon a third doctor to render a decision. The medical opinion of the third doctor shall be final and determine whether an employee is able to return to work.
- (5) In the event an employee uses five (5) or more sick days within a 90 day period or ten (10) or more sick days within a twelve (12) month period, ~~he/she/they~~ will be subject to a sick leave use review (~~excluding FMLA/ADA leave~~). A review board comprised of the employee's supervisor, department head, and a representative from human ~~resources~~resource will be established. In the event that the employee's immediate supervisor is a department head, or the employee is a department head, the assistant city

Comment [GJE14]: Excluding FMLA/ADA leave?

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administrator, and/or city administrator will serve on the board. The purpose of the review is to determine if the use of sick leave is justified or unjustified. If, in the opinion of the review board, the employee is determined to have abused his or her sick leave, disciplinary action will be taken in accordance with the City's progressive discipline program (see section XIII for information regarding progressive discipline).

- (6) Each day deducted from an employee's sick leave accumulation shall be for a regular workday and shall not include holidays and scheduled days off. When an employee is on "leave without pay" for 30 or more days, no sick leave accumulates.
- (7) For all employees (except fire fighters) Sick leave can only be used in increments of 15 minutes (0.25 hours), 30 minutes (0.50 hours), 45 minutes (0.75 hours) or 1 hour. For fire fighter sick leave will be taken in 3 hour increments.

D. Donating and Receiving Sick Leave From Other Employees

- (1) After an employee has exhausted all accrued sick leave, annual leave and comp time, an employee may use sick leave donated by other employees. Donated sick leave will be paid at the rate of the employee using the sick leave. In order to use donated sick leave, an employee must meet the following criteria:
 - (a) Have a continuing disability resulting from personal illness or injury and be unable to perform job duties.
 - (b) Have used all accrued sick leave, annual leave and comp time.
 - (c) Not be receiving any other form of compensation through Worker's Compensation benefits, social security disability benefits, other disability benefits or any retirement plan because of his or her current condition.
 - (d) Not be employed and actively at work with another employer.
- (2) Employees who donate sick leave must have at least 80 hours of sick leave accrued and may donate sick leave up to one half of their sick leave balance not to exceed 100 hours in a 12-month period. Employees may not donate sick leave when they submit notice of terminating their employment with the City~~separate from the City~~. Employees who donate sick leave will have their personal sick leave accruals reduced by the amount donated and used by the recipient. Employees are not required to donate sick leave under any circumstances. Any employee donating sick leave will remain confidential.
- (3) Sick leave donation forms will be time and date marked. Donated sick leave will then be used in the order that it was donated.
- (4) If the employee receiving donated sick leave returns to work before all donated sick leave has been used, the unused sick leave donation forms will be discarded and the donating employees will be notified their donated sick leave will not be used.

E. Sick Leave and Employees' Compensation

- (1) Upon approval by City Council in the annual operating budget, employees who do not use any sick leave or miss any work time in an unpaid status during the calendar year will be awarded a bonus equal to one week's base pay, payable in January of the next year. The employee must work the complete calendar year (January 1 thru December 31) to be eligible.

Comment [GJE15]: Non-discretionary bonus. Is this used to recalculate the employee's regular rate of pay for OT premium increase for the covered time period for hourly employees?

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- (2) Employees may elect to receive ~~40 hours of~~ compensatory time off to be used with the approval of their supervisor in lieu of one week's base pay. ~~(53 hours for firefighters).~~
The time received will be based on their current accrual rates that equate to one week.
~~Employees shall not be compensated for unused sick leave upon termination from City employment.~~

F. Sick Leave and Employees' Retirement

- (1) Currently, TCRS allows employees to use their accrued sick leave towards retirement credit. For example, an employee with 28 ½ years of actual service and 18 months of accrued sick leave accrued can retire with 30 years of service credit, even though they only worked 28 ½ years.
- (2) Employees who were previously employed by other TCRS member organizations may apply any unused accrued sick leave balances from their previous TCRS employers towards their service credit for TCRS purposes only. An official letter from the previous employer certifying any unused sick leave must be furnished to the City. These transferred sick leave balances have no monetary value and cannot be used as leave time while employed with the City.
- (3) Employees who separate from the City before retirement may request a letter certifying their sick leave balance at the time of separation. This balance does not have any monetary value; however, employees who become employed with other TCRS member organizations may receive service credit for the sick leave hours accrued.
- ~~(3)(4)~~ Credit for retirement time will be based on how the employee accrues their sick time on a monthly basis.

5.6. LEAVE WITHOUT PAY

- A. Employees who have exhausted all annual leave, sick leave, and compensatory time and require additional time off may request leave without pay.
 - (1) Except for the requirements of FMLA and other labor laws, the City is under no obligation to grant leave without pay.
 - (2) A full-time employee who is in good standing and rendering satisfactory service may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, educational advancement, or for other good and sufficient reasons that are considered uncontrollable or in the best interest of the City. Such leave shall be requested in writing and must have prior approval of the immediate supervisor, department head and city administrator.
- B. An employee on leave without pay may remain under the City's insurance plans subject to the provisions and limitations of said plans, provided the employee pays both the employee share and City share of all premiums. In addition, employees on leave without pay shall not accrue sick leave or vacation credit while on leave status. Leaves in excess of thirty (30) days will not count towards service credit with the City.
- C. During this period, an employee will not receive any anniversary merit raises ~~or other raises due~~. The employee's anniversary date will become the day they return to work. Employees on leave will receive any cost-of-living-adjustment approved by City Council during the budget process.

Comment [GJE16]: Uncontrollable?

- D. Leave without pay may be revoked by the city administrator at any time, and the employee shall be required to return to work without right of appeal or hearing as provided herein.

6-7. MATERNITY LEAVE

- A. Under the Tennessee Maternity Leave Act (TCA 4-21-408), a female employee who has been employed full time for at least one year and who gives at least three months advance notice of her anticipated date of departure, length of maternity leave, and intentions to return to full-time employment, may be granted maternity leave for a period not to exceed four months for pregnancy, childbirth, and nursing an infant. Sick leave, annual leave or compensatory time may be used for maternity purposes; otherwise, the employee will be granted a leave of absence without pay.
- B. An employee desiring maternity leave shall notify her department head at least three months in advance so a temporary replacement may be secured if necessary. Return to work must be accompanied by a release statement from the employee's attending physician.

7-8. PATERNITY LEAVE

- A. In accordance with the Family and Medical Leave Act, male employees are eligible to take paternity leave. A maximum of 12 weeks of leave may be taken. Leave may only be taken during the first 12 months following the birth of a child or placement of an adopted child.
- B. Donated sick leave may not be used for paternity leave. Sick leave may only be used for 20 working days (10 shifts for firefighters) of paternity leave. After 20 working days, other leave may be used if available, or an employee may elect to go on unpaid leave.

8-9. BEREAVEMENT LEAVE

- A. For purposes of bereavement leave, "employee's family" shall be defined as the following: brother, sister, husband, wife, son, daughter, step-son, step-daughter, father, mother, step-father, step-mother, grandparent, step-brother, half-brother, step-sister, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law or any relative currently living in the same household as any current City employee.
- B. An employee will be granted reasonable time-off with pay up to three (3) working days, in case of death within the employee's family. For firefighters, this will be the equivalent of one shift. In the event that the death is a child, spouse or parent of the employee, they may be granted time-off with pay up to five (5) working days (or two shifts for firefighters). The time granted an employee shall not be charged against an employee's sick or annual leave.
- C. Employees who have to settle estate matters will be given the flexibility to handle these matters; however, any additional time taken beyond five days will be charged to the employee's accrued leave.
- D. In the event that the death in the employee's family requires additional time for out-of-town travel or for other good and sufficient reasons, the department head may authorize additional days leave, not to exceed three (3) working days, which shall be counted against the employee's accrued sick leave, comp time or annual leave.

Comment [GJE17]: Under Tennessee State Law, maternity/paternity leave is granted to employee for a maximum of four (4) months. Employees must be employed regular full time for at least twelve (12) months to be eligible for maternity/paternity leave. Employees may be required to use accrued leave (annual, sick, comp) during maternity/paternity leave. Accrued leave and maternity/paternity leave are used at the same time—employees do not take accrued leave first and then take maternity/paternity leave. Leave may also be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits plans, or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position, provided that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave unless such employer so provides for all employees on leaves of absence. The purpose of this leave is to provide time off for pregnancy, childbirth, nursing, and/or bonding with the infant. If the City finds that the employee pursued other employment opportunities or worked regular part time or regular full time for another employer during the period of maternity/paternity leave, then the City does not have to reimburse the employer at the end of the leave period. The employee must provide at least three (3) months' advance notice of his/her anticipated date of departure, except in those cases where medical emergency prevents this notice. The employer should state the length of his/her requested leave and detail the intention to return to fulltime employment after the leave. Employees who are prevented from giving three (3) months' advance notice because of a medical emergency which necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice. Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

Rules concurrent with FMLA if employee qualifies for both, but can also be mutually exclusive.

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- E. An employee may request time off to attend funeral services for other family members not listed in part (A) above, or for friends and acquaintances. Any time taken off for this purpose will be charged against an employee's annual leave balance. The City is under no obligation to grant a request.

9-10. FAMILY AND MEDICAL LEAVE

A. Purpose

- (1) The purpose of this policy is to provide a family and medical leave policy in compliance with Public Law 103-3, titled Family and Medical Leave Act (FMLA) of 1993 and any revisions.
- (2) The Family and Medical Leave Act is a Federal statute with which the City is required to comply. This section may be subject to change based upon changes to the Federal FMLA regulations.
- (3) The required FMLA paperwork can be obtained from the Human Resources Department. All costs associated with the completion of the paperwork shall be borne by the employee.

B. Guidelines

- (1) Employees who have worked at least 12 months for the City of Morristown and who have worked at least one thousand-two hundred-fifty (1,250) hours during the preceding twelve (12) month period prior to a leave request are considered to be "eligible employees" under FMLA. An eligible employee may take up to twelve (12) weeks of paid or unpaid FMLA leave, depending upon the availability of accrued vacation and sick leave, in a twelve (12) month period for the birth of a child or the placement of an adopted or foster care child. Leave may also be taken to care for a child, spouse, or parent who has a serious ~~health~~health condition. The right to take leave applies equally to male and female employees who are eligible.
- (2) FMLA leave for the purpose of caring for a newborn child or a newly placed adopted or foster care child must be taken before the end of the first 12 months following the date of birth or placement.
- (3) Upon the birth or prior to the birth, an expectant mother may take leave for necessary medical care and if her condition renders her unable to work. Similarly, adoption or foster care leave may be taken upon the placement of the child. Leave may begin prior to the placement if absence from work is required for the placement to proceed.
- (4) An employee may take FMLA leave to care for a parent or spouse of any age who, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, recovery from major surgery, or the final stages of terminal illness.
- (5) An eligible employee who is unable to perform the functions of his or her position because of a serious health condition may request up to 12 weeks FMLA leave.
- (6) ~~Military Exigency Leave~~Qualifying Exigency Leave – Eligible employees who are the spouse, son, daughter, or parents of a military member may take up to 12 weeks of

FMLA leave during a 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.

(7) Military Caregiver Leave – Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered servicememberservice member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the servicememberservice member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.

(7) All full-time employees are required to follow this policy if they meet the guidelines of FMLA.

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C. Serious Health Condition

- (1) A "serious health condition" is a physical or mental condition that involves:
 - (a) An overnight stay in a hospital, hospice, or residential medical care facility; or
 - (b) Absence from work, school, or other regular daily activities for more than 3 days for regular employees and 2 shifts for fire fighters and continuing treatment by a health care provider; or
 - (c) A chronic or long-term illness that is incurable or so serious that, if not treated, would likely result in incapacity for more than three days.
- (2) Employees must meet one of the requirements outlined above to be considered for FMLA leave.

D. Use of Paid Leave

- (1) Employees who have been granted FMLA leave can use any type of paid leave they have available for their leave period with the exception of sick leave used for paternity leave. Male employees may only use up to 4 weeks of sick leave in the event of the birth of a child or placement of an adopted or foster child. Other paid leave may be used if the employee elects to take more than 4 weeks of leave time. If no leave is available, the leave will be unpaid until the employee elects to return to work, or the full 12 weeks of leave time has been taken.
- (2) Employees shall use any balance of sick leave, vacation leave, compensatory leave, or employee's birthday holiday prior to beginning unpaid leave. The combination of sick leave, vacation leave, compensatory leave, employee's birthday holiday, and unpaid leave may not exceed 12 weeks.
- (3) Employees may use donated sick leave only after all other leave has been exhausted, and only when the condition placing the employee on FMLA leave is due to his or her own condition. In other words, donated sick leave cannot be used to care for a child, spouse, or parent and cannot be used by a male employee for paternity leave.

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E. Right to Return to Work

- (1) On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or the employee may be assigned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced, or his or her position has been restructured to accommodate the employee's absence.
- (2) If the employee is unable to perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. However, the employer's obligations may be governed by the Americans with Disabilities Act.
- (3) An employee will be required to report periodically to the City the status and the intention of the employee to return to work. Any employee who has been on FMLA leave for more than two weeks will be required to submit written notification two weeks before his or her expected date of return.
- (4) Before return is granted, employees who have taken FMLA leave under this policy must furnish the City with a medical certification form from the employee's health care provider that the employee is able to resume work.

F. Notification and Scheduling

- (1) An eligible employee must provide the employer at least 30 days advance notice of the need for leave for birth, adoption, or planned medical treatment when it is foreseeable. This 30-day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth or sudden changes in a patient's condition that require altering scheduled medical treatment.
- (2) Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30-day notice.
- (3) It is the City's responsibility to designate leave in writing as FMLA leave and to notify the employee. The City reserves the right to determine placement of an employee on FMLA leave provided the leave meets the criteria. Employees may not retroactively claim that paid or unpaid leave was for FMLA.

G. Certification

- (1) The City reserves the right to verify an employee's request for FMLA leave. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the City requires that the request be supported by certification from the health care provider of either the eligible employee or the family member, as appropriate. If the City has reason to question the original certification, it may, at the City's expense, require a second opinion from a different health care provider chosen by the City. That health care provider may not be employed by the City on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider, and that opinion will be final and binding.
- (2) This certification must contain the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's need to

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care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member. Medical certifications will be treated as confidential and privileged information.

(3) Maintenance of Health and COBRA Benefits During Unpaid Leave

- (a) The City will maintain health insurance benefits during periods of FMLA leave without interruption. Employees will be responsible for paying their portion of the health insurance premium.
- (b) The City has the right to recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job, because of their own serious health condition, or because of the continued necessity of caring for a seriously ill family member may be exempt from this recapture provision.
- (c) Leave under this policy does not constitute a qualifying event that entitles an employee to Consolidated Omnibus Budget Reconstruction Act (COBRA) insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work. Therefore, the employee ceases to be entitled to leave under this policy.

(4) Reduced and Intermittent Leave

- (a) According to this policy, leave can be taken intermittently or on a reduced schedule when medically necessary as certified by the health care provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with approval. The schedule must be mutually agreed upon by the employee, his or her supervisor, and the department head.
- (b) Employees on intermittent or reduced leave schedules may be temporarily transferred to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.
- (c) Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks, but it will not exceed the equivalent of twelve (12) workweeks total leave in a twelve (12) month period.

(5) Restoration

- (a) Employees who are granted leave under this policy will be reinstated to an equivalent position or the same position held prior to the commencement of their leave.
- (b) Employees voluntarily accepting a light duty assignment in lieu of continuing FMLA leave maintain their right to restoration to the original or an equivalent job until the twelve (12) weeks of FMLA leave has passed.

(6) The 12-Month FMLA Period

- (a) The 12-month period during which an employee is entitled to 12 workweeks of Family and Medical Leave Act (FMLA) leave is measured forward from the date the employee's first FMLA leave begins. An employee is entitled to 12 weeks of leave during the 12-month period after the leave begins.

- (b) The next 12-month period will begin the first time the employee requests FMLA leave after the completion of the previous 12-month period.

(7) Denial of FMLA Leave

- (a) If an employee fails to give timely advance notice when the need for FMLA leave is foreseeable, the employer may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave.
- (b) If an employee fails to provide, in a timely manner, requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the City may delay continuation of FMLA leave until an employee submits the certificate. If the employee does not produce the certification, the leave is not FMLA leave.
- (c) If an employee fails to provide a requested fitness-for-duty certification to return to work, the City may delay restoration until the employee submits the certificates.

(8) Special Provisions for Female Employees

- (a) Tennessee has a maternity leave law (T.C.A. § 4-21-408) that provides greater leave benefits for pregnant employees' spouses. This state law allows up to 4 months off for pregnancy, childbirth, and nursing the infant for employees who have been employed for 12 months.
- (b) This law requires that the employee give at least 3 months advance notice, except in cases of medical emergency.

10.11. MILITARY LEAVE

A. The City of Morristown will make every reasonable accommodation to assist employees who serve in the military. Any employee who is member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year while under competent orders.

B. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days. Such leave will not be charged to any form of accrued paid leave. An employee requesting military leave shall provide the City the dates for training and travel time in advance. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

C. Any employee who is a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active duty orders. The employee's seniority, status and pay will

Comment [GJE18]: It is actually maternal leave applies to dads, too

Comment [GJE19]: Any employee who is member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days. Such leave will not be charged to any form of accrued paid leave. An employee requesting military leave shall provide the City the dates for training and travel time in advance.

It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists. Any employee who is a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active duty orders. The employee's seniority, status and pay will remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent. The process for reinstatement of employees returning from military leave begins when the employee submits an application for re-employment. Said applicant must be submitted.

- ◆ on the first work day back for employees deployed 30 days or less;
- ◆ within 14 days of the end of service for employees deployed up to 180 days; and
- ◆ within 90 days of the end of service for employees deployed 181 days or long ... [2]

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remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent.

- D. The process for reinstatement of employees returning from military leave begins when the employee submits an "application for re-employment." Said applicant must be submitted:

- ❖ on the first work day back for employees deployed 30 days or less;
- ❖ within 14 days of the end of service for employees deployed up to 180 days; and
- ❖ within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

- E. Those employees of the City of Morristown who are called to active duty by the President of the United States or under the authority of a Governor as members of the Reserve or National Guard shall, while on such active military duty, be entitled to special leave with partial pay for an additional period not to exceed twenty-four (24) months. Partial pay shall be the difference in the employee's regular base salary and the employee's full time military salary, with a minimum monthly amount sufficient to keep in full force and effect all benefits that the employee had on the date of call to active military duty. The provisions of this policy shall apply to all said employees who have been called or are later called to such active military duty.

- F. Said employees shall remain City employees while on such active military duty for the purpose of (a) accruing sick leave, (b) accruing annual leave, (c) accruing longevity pay, which shall continue to be paid to the employee annually, (d) accruing retirement time in accordance with Tennessee Consolidated Retirement System policies, and (e) maintaining health insurance coverage for all eligible dependents. Earnable compensation and retirement benefits shall not be increased or decreased by any partial payment made pursuant to this policy but shall be computed as if no call to active military duty had occurred.

- ~~A. The City of Morristown will make every reasonable accommodation to assist employees who serve in the military. Employees will be permitted three (3) weeks of leave per year to participate in any National Guard and/or reserve unit training. Employees will not have to use any accrued leave during that time. Documentation must be provided, and the employee's department head must be notified as soon as practicable.~~

- ~~B. Those employees of the City of Morristown who are called to active duty by the President of the United States or under the authority of a Governor as members of the Reserve or National Guard shall, while on such active military duty, be entitled to special leave with partial pay for an additional period not to exceed twenty-four (24) months. Partial pay shall be the difference in the employee's regular base salary and the employee's full time military salary, with a minimum monthly amount sufficient to keep in full force and effect all benefits that the employee had on the date of call to active military duty. The provisions of this policy shall apply to all said employees who have been called or are later called to such active military duty.~~

- ~~C. Said employees shall remain City employees while on such active military duty for the purpose of (a) accruing sick leave, (b) accruing annual leave, (c) accruing longevity pay, which shall continue to be paid to the employee annually, (d) accruing retirement time in~~

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~~accordance with Tennessee Consolidated Retirement System policies, and (c) maintaining health insurance coverage for all eligible dependents. Earnable compensation and retirement benefits shall not be increased or decreased by any partial payment made pursuant to this policy but shall be computed as if no call to active military duty had occurred.~~

D.G. The city administrator shall establish such rules, regulations, and procedures as are necessary for the implementation and administration of the intent of this policy as set out above. All departments of the City shall fully cooperate with the city administrator to accomplish the goals of this policy.

11.12. JURY SERVICE LEAVE

A. Employees selected for jury service shall be excused for the actual duration of the jury duty. Upon release from jury duty during the employee's normal working hours, they shall be expected to return to duty.

B. Employees will receive full pay during jury service, but they must sign over to the City any paycheck, in its original form, received for jury service. Employees may also elect to use annual leave, comp time, or management leave and keep their pay from jury duty.

B. Death of an employee moved to Section XI.

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12.13. COURT LEAVE

Any regular service employee appearing in court or participating in a legal proceeding on behalf of the City, other than during normal working hours, shall be compensated on a straight time basis, provided, however, that no less than two (2) hours compensation shall be given for such appearance in a single day.

If an employee receives a subpoena, that employee will not be required to use leave time to comply with the subpoena. If possible, the Finance Department will bill the entity issuing the subpoena for reimbursement of wages earned by the employee.

13.14. INSURANCE

A. Regular full-time employees of the City will be offered health, life, dental, vision, and long-term disability insurance.

B. Types of insurance plans, levels of coverage and employer/employee contributions, and premiums are subject to change.

~~C. Employees that become eligible for full service retirement under the guidelines of the Tennessee Consolidated Retirement System or approved by the TCRS for accidental disability retirement (which is City service connected disability approved by the TCRS) may continue to participate in the Group Insurance Medical, Vision and dental plan. Retiree participation will cease when the retiree reaches the age of 65 (Medicare eligible). Dependents will continued to be carried on City's insurance policy until age 65 (Medicare eligible).~~

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14.15. RETIREMENT

A. All full-time employees of the City participate in the Tennessee Consolidated Retirement System (TCRS). Participation is mandatory. Contributions are deducted from employees' paychecks each payday.

- B. Complete details about the City's membership in TCRS and the plan offered to employees are available in the human ~~resources~~resource department.

~~15.16.~~ WORKERS' COMPENSATION/OCCUPATIONAL DISABILITY

- A. All injuries arising out of and in the course of one's employment shall be governed by the Tennessee Workers' Compensation Law. Any employee required to be absent from duty because of an injury sustained in the course of his or her employment which is determined to be compensable under the Tennessee Workers' Compensation Law shall be granted occupational disability leave for such time as the employee is unable to return to work. However, such leave shall only be granted in periods of three (3) months or less, and the leave shall not be extended unless authorized by the city administrator. Extensions shall not be extended for any period in excess of three (3) months at any one time and shall not exceed a total of twelve (12) months from the day following the injury.
- B. Employees on occupational disability leave shall receive compensation in accordance with the Tennessee Workers' Compensation Law for such time as the employee is unable to return to active duty within the time frame established by the human ~~resources~~resource department.
- C. The first seven (7) ~~calendar~~ days after the injury the City will pay the employee 100% of his or her base pay on his or her regular working days. ~~For the next seven (7) days an employee can use sick leave, vacation leave, compensatory time or management leave.~~ After 7 ~~calendar~~ days, worker's compensation benefits go into effect. Employees will earn 66.67% of his or her average pay over the previous 52 weeks. This benefit is not taxable.
- D. Employees on occupational disability leave due to an on-the-job injury will not be charged sick leave or vacation leave during the period they are receiving workers' compensation benefits. The employee shall continue to accrue sick leave at the employee's regular rate while they are on occupational disability or injury leave.
- E. Employees shall immediately report any injury incurred in the course of his or her employment, however minor, to his or her supervisor or department head and take such first aid or medical treatment as may be necessary. Any employee determined to have been able to, but who fails to, make such a report shall not be eligible for physicians' fees or any compensation that may have accrued under the provisions of the Workers' Compensation Law.
- F. When an employee is injured on the job, the supervisor or department head shall immediately complete an accident report and submit a copy to human ~~resources~~resource and retain a copy in the departmental file. When an accident causes serious bodily injury or death to an employee, the supervisor shall immediately notify the department head, human ~~resources~~resource and city administrator.
- G. In cases where the employee is injured and cannot perform his or her regular duties, every effort will be made to place the employee in a temporary-modified duty position or assignment that will allow them to work with his or her injury. The City is not obligated to create a modified duty position; however, if a temporary position or assignment is offered to an employee, and they are medically cleared to perform the required tasks, they must accept the position or assignment. Failure to do so may result in loss of workers' compensation benefits and/or disciplinary action up to and including termination.
- H. In cases where an occupational disability to an employee occurs and the employee has been reported as occupationally disabled for a period of thirty (30) calendar days, the department head shall review the case's progress and make recommendations to the city administrator.

Comment [GJE20]: TDI payments begin on day 8 at 66.67%, and on day 14 are retroactive to day 1

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- I. In all cases of occupational disability, the responsibility of determining the character, degree, and potential duration of an injury shall rest with the licensed practicing medical doctor(s) designated by the City. The medical doctor(s) may make periodic examinations, progress reports, and recommendations as deemed necessary by the city administrator. The employee shall be required to return to work upon the approval of the medical doctor(s).
- J. Before an employee is returned to full duty, the employee must be certified by the attending physician as capable of performing the essential functions of the job. The physician will be furnished a copy of the job description, including a list of the essential job functions and required capabilities. The attending physician must certify the employee's ability to perform the essential job functions. The City reserves the right to obtain a second medical opinion from the physician of its choosing before a final decision is made on a return to duty.
- K. If an employee is unable to return to the position held at the time of the injury, the City may take reasonable steps to place the individual in a comparable position, if one is available, for which they are qualified and able to perform the essential functions, with or without reasonable accommodations. The City is not required to create a "light duty" position.
- L. Should an employee be unable to return to full duty within three (3) months after the date of injury, or within twelve (12) months if the city administrator has approved the extended time, and no comparable position for which the employee is qualified is available, the employee may be subject to separation only if:
 - (1) The employee cannot perform the essential functions due to a disability that cannot reasonably be accommodated; or
 - (2) The employee poses a direct threat to himself/herself and/or others.

16.17. TUITION REIMBURSEMENT

- A. All regular full-time employees will be eligible to receive tuition reimbursement for higher education coursework that has been determined by the department head to be beneficial to the City. This funding must be approved by Council in the budget process.
- B. Reimbursement shall be for tuition expenses only and will not exceed 75% of the current hourly credit rate for the University of Tennessee-Knoxville for the semester which the class was taken. (75% of \$227.00 per credit hour for reimbursements from August 1, 2008 — July 31, 2009).
- C. Any higher education institution attended by an employee must be approved in advance and will be subject to verification of accreditation. Employees must earn a letter grade of "C" or better to be eligible for reimbursement. Reimbursements will not be given for any employee who separates from the City during his or her coursework. Employees must inform the City of any grants, scholarships or other funding received for coursework. These amounts will be deducted from the amount eligible for reimbursement.
- D. Employees will be required to obtain approval from his or her department head and the city administrator before beginning coursework. Degrees beyond the master's level are not eligible for reimbursement. Employees are required to work for two years following his or her most recent reimbursement. Employees who separate from City service before two years has elapsed shall be required to pay back the City the amounts received through the reimbursement program.
- E. For tuition reimbursement to be paid it must be funded within the budget year.

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VI. DRUG AND ALCOHOL TESTING POLICY

POLICY

1. It is the policy of the City of Morristown that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes but is not limited to:
 - A. Being on duty or performing work in or on City property while under the influence of drugs and/or alcohol.
 - B. Engaging in the manufacture, sale, distribution, use, or unauthorized possession of drugs at any time and the use of alcohol while on duty or while in or on City property.
 - C. Refusing or failing a drug and/or alcohol test administered under the City's policy.
 - D. Providing an adulterated, altered, or substituted specimen for testing.
 - E. Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty.
 - F. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.
 - G. Use of prescription drugs with a prescription or over-the-counter medications having an ~~adverse effect~~adverse effect on the employee's behavior and/or abilities without giving notice to his or her supervisor and/or department head.
 - H. Use of prescription drugs without a prescription from a physician.
2. The City of Morristown is committed to providing a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public's business. The City has adopted a drug and alcohol testing policy. This policy is in compliance with the Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol- and drug-free environment and to work with persons free from the effects of alcohol and drugs. Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. This policy also includes testing of other employees under limited circumstances as allowed by law. The types of tests required are pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. In accordance with current law, not all classes of employees are subject to all types of tests.
3. Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire, for termination, or for requiring the employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program. The submission by an applicant or employee of a urine sample that is not his or her own or is adulterated shall be grounds for refusal to hire or for termination.

Comment [GJE21]: Which jobs are considered safety-sensitive for random testing purposes?

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4. All property belonging to the City may be subject to inspection at any time without notice as there may be no expectation of privacy in such property. Property includes, but is not limited to: vehicles, storage lockers, desks, containers, and files. Employees assigned lockers that are locked by the employee are also subject to inspection by the employee's supervisor after reasonable advance notice (unless such notice is waived by the city administrator) and in the presence of the employee.
5. For further details concerning the drug and alcohol testing policies, employees should refer to the City's complete drug and alcohol testing policy adopted separately. Copies of this policy are available in the human ~~resources~~resource department.

VII. **SEXUAL HARASSMENT**

Comment [GJE22]: Strengthen retaliation clause

1. PURPOSE

- A. The City may be held liable for the actions of all employees with regard to sexual harassment and will not tolerate sexual harassment of its employees. The City will take immediate, positive steps to stop such harassment when it occurs. The City is responsible for acts of sexual harassment in the workplace when the City (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that the City took immediate and appropriate corrective action. The City may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the City (or its agents or supervisory employees) knows or should have known of the conduct and failed to take immediate and appropriate corrective action.
- B. This policy applies to all officers and employees of the City, including but not limited to full-time and part-time employees, elected officials, permanent and temporary employees, employees covered or exempt from the personnel policies of the City, and employees working under contract for the City.

2. DEFINITIONS

- A. The following actions constitute an unlawful employment practice and are absolutely prohibited by the City when they affect employment decisions, create a hostile job environment, cause distractions, or interfere with work performance. They are:
 - (1) Sexual harassment or unwelcome sexual advances;
 - (2) Requests for sexual favors;
 - (3) Verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, or propositioning;
 - (4) Explicit or implied job threats or promises in return for submission to sexual favors;
 - (5) Inappropriate sex-oriented comments on appearance;
 - (6) Embarrassing sex-oriented stories;
 - (7) Displaying sexually explicit or pornographic material, no matter how the material is displayed; and/or
 - (8) Sexual assault on the job by supervisors, fellow employees, or, on occasion, non-employees.
- B. Sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

3. MAKING SEXUAL HARASSMENT COMPLAINTS

- A. An employee who feels they are subjected to sexual harassment should immediately contact a person (listed below) with whom the employee feels the most comfortable. Complaints may be made verbally or in writing to:
 - (1) Employee's immediate supervisor; or

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- (2) Employee's department head; or
- (3) Human ~~resources~~resource department; or
- (4) City administrator.

B. Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about sexual harassment. The employee should be prepared to provide the following information:

- (1) His or her name, department, and position title;
- (2) Name of the person or people committing the sexual harassment, including his or her title(s), if known;
- (3) Specific nature of the sexual harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
- (4) Witnesses to the harassment; and
- (5) Whether the employee has previously reported the harassment and, if so, when and to whom.

4. REPORTING & INVESTIGATING SEXUAL HARASSMENT COMPLAINTS

A. The human ~~resources~~resource department is the department the City designates as the investigator of sexual harassment complaints against employees. In the event the sexual harassment complaint is against the human ~~resources~~resource department, the investigator shall be another individual appointed by the city administrator.

B. When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made, if not the human ~~resources~~resource department, shall immediately prepare a report of the complaint according to the preceding section and submit it to the human ~~resources~~resource department. When conducting an investigation of a sexual harassment complaint, the human ~~resources~~resource department, or other investigator if the complaint is against the human ~~resources~~resource department, shall:

- (1) Make and keep a record of the investigation, including written notes and audio recordings where applicable in relation to the following:
 - (a) Verbal responses made to the investigator by the person complaining of sexual harassment;
 - (b) Witnesses interviewed during the investigation;
 - (c) The person against whom the complaint of sexual harassment was made; and
 - (d) Any other person contacted by the investigator in connection with the investigation;
- (2) Within thirty (30) days of receiving the complaint, prepare a report, which shall include:
 - (a) Written statement of the person complaining of sexual harassment;

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- (b) Written statements of witnesses;
- (c) Written statement of the person against whom the complaint of sexual harassment was made; and
- (d) All the investigator's notes connected to the investigation.

5. ACTION ON COMPLAINTS OF SEXUAL HARASSMENT

- A. Based upon the results of the investigation, the human resources department shall, within a reasonable time, determine whether the conduct in question constitutes sexual harassment. In making that determination, the human resources department shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct, the context in which the alleged actions occurred, and the behavior of the person complaining. Whether sexual harassment took place will be determined on a case-by-case basis.
- B. If the human resources department determines that the harassment complaint is founded, they shall recommend to the city administrator that immediate and appropriate disciplinary action against the guilty employee(s), consistent with his or her authority under the City charter and these policies, shall be taken. The disciplinary action shall be consistent with the nature and severity of the offense, the employee's rank, and any other factors the human resources department believes relate to fair and efficient administration of the City. This includes, but is not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, warning, reprimand, suspension, or dismissal. Determining the level of disciplinary action shall also be made on a case-by-case basis. A written record shall be kept of imposed disciplinary actions, including verbal reprimands.
- C. In all events, an employee found guilty of sexual harassment shall be warned not to retaliate in any way against the person making the complaint, witnesses, or any other person connected with the investigation.
- D. In cases where sexual harassment is committed by a non-employee against a City employee in the workplace, the city administrator shall take whatever lawful action is necessary against the non-employee to bring the sexual harassment to an immediate end.

VIII. WORKPLACE VIOLENCE

1. PURPOSE

The City has adopted a Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

2. ACTS OR THREATS OF VIOLENCE DEFINED

"Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to the point that they alter the employment conditions at the City, or create a hostile, abusive, or intimidating work environment for one or more City employees.

3. EXAMPLES OF WORKPLACE VIOLENCE

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General examples of prohibited workplace violence include, but are not limited to, the following:

- A. All threats or acts of violence occurring on City property, regardless of the relationship between the City and the parties involved in the incident.
- B. All threats or acts of violence not occurring on City property but involving someone who is acting in the capacity of a representative of the City.
- C. All threats or acts of violence not occurring on City property involving an employee of the City if the threats or acts of violence affect the legitimate interests of the City.
- D. Any threats or acts resulting in the conviction of an employee or agent of the City, or of an individual performing services on the City's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the City.

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VIII.

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IX. WORKPLACE HARASSMENT

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Comment [GJE23]: Address relation clause

A. Definition

(1) Work place harassment is defined as conduct that is so pervasive that the working conditions are unduly oppressive, creating a hostile work environment. Work place harassment applies to harassment based on any of the following seven protected classes:

- (a) Race
- (b) Color
- (c) Religion
- (d) National origin
- (e) Sex
- (f) Age
- (g) Disability

(2) Harassment can be verbal, written, physical, visual, and or exhibited or communicated in any manner (including electronically, social media or by email).

Comment [GJE24]: race, color, religion, sex, age, national origin, disability, military status, communication with an elected public officials, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

B. Criteria for determining whether conduct is such as to establish a hostile work environment. Criteria shall include, but not necessary be limited to the following:

- (a) Frequency of the conduct
- (b) Severity of the conduct
- (c) Whether the conduct is physically threatening, humiliating or merely offensive
- (d) Whether the conduct unreasonably interferes with another individuals work performance

(c) Would a reasonable person be offended by the conduct.

C. Complaint Procedure

The procedure for making a complaint of work place harassments shall be the same as for sexual harassment described in Section VII (a) of this policy.

D. Reporting and Investigating Work Place Harassment Complaints and Action Upon Such Complaints.

The procedure for reporting and investigating work place harassment shall procedurally be as set forth in Section VII(a)(4) and action on complaints of work place harassment shall procedurally be as set forth in Section VII(a)(5).

E. SPECIFIC EXAMPLES OF PROHIBITED CONDUCT

Specific eExamples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

- (1) Hitting or shoving an individual.
- (2) Threatening to harm an individual, his or her family, friends, associates, or his or her property.
- (3) The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
- (4) Making harassing or threatening telephone calls, letters, or other forms of written or electronic communications.
- (5) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
- (6) Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
- (7) Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate", without regard to the location where such suggestion or intimidation occurs.
- (8) Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

Comment [GJE25]: Consideration for "guns in trunks"

The procedure for reporting and investigating work place harassment shall procedurally be as set forth in Section VII(a)(4) and action on complaints of work place harassment shall procedurally be as set forth in Section VII(a)(5).

F. APPLICATION OF PROHIBITION

The City's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including but not limited to City personnel, contract and temporary workers, and anyone else on City property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while not on City property, or by any individual acting off of City property when his or her actions affect the public interest or the City's business interests will be followed by legal action, as appropriate. Violation of any provision of this policy by an employee may lead to disciplinary action.

G. EMPLOYEE OBLIGATIONS

- (1) Each employee of the City and every person on City property is obligated to report incidents of threats or acts of physical violence of which they are aware. In cases where the reporting individual is not a City employee, the report should be made to the City of Morristown Police Department.
- (2) In cases where the reporting individual is a City employee, the report should be made to the reporting individual's immediate supervisor, department head, or to the City's human resources department. Each supervising employee shall promptly refer any such incident to the human resources department, who shall take corrective action. Concurrently, with the initiation of any investigation leading to a proposed disciplinary action, the human resources department shall report the incidents of threats or acts of physical violence to the Morristown Police Department, which shall make a follow-up report.
- (3) Nothing in this policy alters any other reporting obligation established by City policies or in state, federal, or other applicable law.

X. POLICY FOR COMPUTER, EMAIL & INTERNET USAGE

A.

2. SPECIFIC EXAMPLES OF PROHIBITED CONDUCT

A. Specific examples of conduct that may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to, the following:

- (1) Hitting or shoving an individual.
- (2) Threatening to harm an individual, his or her family, friends, associates, or his or her property.
- (3) The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
- (4) Making harassing or threatening telephone calls, letters, or other forms of written or electronic communications.
- (5) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
- (6) Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
- (7) Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate", without regard to the location where such suggestion or intimation occurs.
- (8) Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

B. While employees of the City may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as

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~~authorized by law, it is the City's policy that employees are to use them only in accordance with departmental operating procedures and all applicable state and federal laws.~~

~~3. APPLICATION OF PROHIBITION~~

~~The City's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including but not limited to City personnel, contract and temporary workers, and anyone else on City property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while not on City property, or by any individual acting off of City property when his or her actions affect the public interest or the City's business interests will be followed by legal action, as appropriate. Violation of any provision of this policy by an employee may lead to disciplinary action.~~

~~4. EMPLOYEE OBLIGATIONS~~

- ~~A. Each employee of the City and every person on City property is obligated to report incidents of threats or acts of physical violence of which they are aware. In cases where the reporting individual is not a City employee, the report should be made to the City of Morristown Police Department.~~
- ~~B. In cases where the reporting individual is a City employee, the report should be made to the reporting individual's immediate supervisor, department head, or to the City's human resources department. Each supervising employee shall promptly refer any such incident to the human resources department, who shall take corrective action. Concurrently, with the initiation of any investigation leading to a proposed disciplinary action, the human resources department shall report the incidents of threats or acts of physical violence to the Morristown Police Department, which shall make a follow up report.~~
- ~~C. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal or other applicable law.~~

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~~EX. POLICY FOR COMPUTER, E-MAIL AND INTERNET USAGE~~

1. USAGE IN GENERAL

A. The use of City systems, including computers, fax machines, and all forms of Internet/Intranet access, is for City business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to the City.

(1) Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities.

(2) Electronic communication should not be used to solicit or sell products or services that are unrelated to City business, distract, intimidate, or harass coworkers or third parties or disrupt the workplace.

B. Use of City computers, networks, and Internet/Intranet access is a privilege and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

(1) Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate City purposes;

(2) Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms or playing games;

(3) Misrepresenting oneself or the City;

(4) Violating the laws and regulations of the United States or any state, city, or local jurisdiction in any way, or engaging in malicious activities;

(5) Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's networks or systems or those of any other individual or entity;

(6) Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages, or sending, receiving, or accessing pornographic material;

(7) Causing congestion, disruption, disablement, alteration, or impairment of City networks or systems;

(8) Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;

(9) Defeating or attempting to defeat security restrictions on City systems and applications.

C. Violations of these policies may result in disciplinary action, up to and including termination.

2. OWNERSHIP AND ACCESS OF ELECTRONIC MAIL, INTERNET ACCESS, AND COMPUTER FILES

A. The City owns the rights to all data and files in any computer, network, or other information system used in the City. The City also reserves the right to monitor electronic mail messages

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(including personal private instant messaging systems) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content.

- B. Employees must be aware that the electronic mail messages sent and received using City equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by City officials at all times. The City has the right to inspect any and all files stored in all areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws.
- C. The City has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including termination.
- D. Electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and City rules, policies, and procedures on confidentiality and open records. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Employees shall not use their City email address for their personal email address. Employees shall refrain from receiving personal emails on their City email.
- E. It is a violation of City policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others. Employees found to have engaged in such activities will be subject to disciplinary action.
- F. Policy Statement for Internet/Intranet Browser(s)
 - (1) The Internet is to be used to further the City's mission, to provide effective service of the highest quality to the City's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development.
 - (2) The various modes of Internet/Intranet access are City ~~resources~~resource and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet ~~resources~~resource is a special exception to the general prohibition against the personal use of computer equipment and software.
 - (3) Employees are individually liable for any and all damages incurred as a result of violating City security policy, copyright, and licensing agreements.
 - (4) All City policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, City information dissemination, standards of conduct, misuse of City ~~resources~~resource, anti-harassment, and information and data security.

3. PERSONAL ELECTRONIC EQUIPMENT

- A. The City prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image-recording device without the express permission of the City and of each person whose image is recorded. This

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provision does not apply to designated City personnel who use such devices in connection with their positions of employment.

- B. Employees should not bring personal computers to the workplace or connect them to City electronic systems unless expressly permitted to do so by the City. Any employee bringing a personal computing device or image recording device onto City premises thereby gives permission to the City to inspect the personal computer or image recording device at any time with personnel of the City's choosing and to analyze any files, other data, or data storage media that may be within or connectable to the personal computer or image recording device in question. Employees who do not wish such inspections to be done on their personal computers or imaging devices should not bring such items to work at all.
- C. Violation of this policy or failure to permit an inspection of any device covered by this policy shall result in disciplinary action, up to and including termination of employment. In addition, the employee may face both civil and criminal liability from the City or from individuals whose rights are harmed by the violation.

4. ELECTRONIC MAIL

- A. This policy provides the requirements related to the management, retention and disposition of all records created and contained in an electronic mail system (e-mail). Electronic mail includes numeric, graphic and text information which is maintained as a computer application used to create, receive, and transmit messages and other documents.
- B. This policy is applicable to all persons using the city's email systems, network or system user IDs.
- C. E-mails, created or received in the City's e-mail system, may become public record. They are considered public record if they were transmitted in conjunction with the transaction of official business. Examples of e-mails that are public record include: policies and directives, correspondence related to official business, meeting agendas and minutes, reports, and material with legal or historic value. The end user must make this initial determination. Until that determination is made, e-mails should be treated as public record. If an e-mail record is finally determined to be a public record, the e-mail will be made available to any party making a public records request.
- D. In all cases, e-mails in the City systems are the property of the City. As such, they are subject to the administrative rules of the City which include the right to review these records at any time for any City purpose.
- E. City e-mail will not be used as official record (master copy) for any document. Any content intended as a record (master copy) must be transposed to a different medium (hard copy or other electronic format). E-mails shall be considered supporting documents or transitory messages.
 - (1) It is the policy of the City that all e-mail will be captured by the Archive Management system (AMS) and that its electronic mail system will be used only as a transitory communications medium. Therefore, any e-mails that have retention value as supporting documents based on the rules configured in the AMS will be maintained in this system for the configured time period. Each end user has two options.
 - (a) The preferred option is to print out e-mails that are considered supporting documents and to store them with the official (master) record that they support in accordance with already established records retention policies for that media.

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- (b) The second alternative is to set up a separate personal electronic folder on the City's file system, outside of the normal inbox e-mail system.
- (2) End users must assess the retention value of every e-mail. Generally, the end user is the creator of the message and the person having the most intimate knowledge of the business value of the information. However, in many cases it is the receiver who must make the retention value determination based on how important the information is to this business function. If an end user cannot confidently determine whether an email is a public record, he or she should consult his or her supervisor. The ultimate determiner of a record's public status and retention value is the city attorney.
- F. The Information Technology department will maintain and operate the City's e-mail system. IT will perform daily backups (or contract for such services) of the e-mail system and will retain the daily backups for a period of thirty days. After thirty days, the backups will be erased and all e-mails contained therein will be permanently deleted. Prior to the aforementioned thirty days, any stored messages remain City property and can be restored.
- G. End users shall review their e-mail inboxes periodically (at least every thirty days). During this review, end users assess the retention value of any e-mail more than thirty days old. If the e-mail is considered supportive material, the end users should print out the necessary e-mails and file them with the appropriate document. A second alternative is to move the e-mail to a permanent folder set up for the specific purpose of saving supportive material. In doing so the end user should assess what is the retention value of that designated folder.
- H. In general, administrative support records have a retention life of no greater than three years. Consult the *Records Management for Municipal Governments: A Reference Guide for City Officials and Municipal Public Records Custodians*, a publication from MTAS. If the e-mails are transitory, they should be deleted out of the user's inbox.

~~X~~XI. SEPARATIONS

1. SEPARATIONS IN GENERAL

All separations of employees from positions with the City shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, or termination. At the time of separation and prior to final payment, all records, assets, and other City property in the employee's custody must be transferred to the department head. Any amount due because of shortages shall be withheld from the employee's final compensation. The leave categories that will be paid at separation are annual and compensatory time. Sick time will be credited for retirement or submitted to an employer upon written notification from that employer. Any other balances in other leave categories will not be compensated.

2. RESIGNATION

- A. In the event an employee decides to leave the City's employ, a minimum two (2) week written notice shall be given to his or her supervisor so that arrangements for a replacement can be made. Failure to meet this notice requirement may be cause for denying future recommendations and/or re-employment with the City.
- B. An unauthorized absence from work for a period of three consecutive working days may be considered by the department head as a resignation. The City may deny an employee from working out his or her notice if, in the opinion of the department head, it is in the best interest for the department.

3. LAYOFF

- A. The department head, upon approval from the city administrator, may lay off an employee in City service when they deem it necessary by reason of a shortage of funds, abolishing a position, other material changes in the duties or organization of the employee's position, or related reasons that are outside the employer's control and that do not reflect discredit upon the employee's service.
- B. The duties performed by a laid off employee may be assigned to other City employees who hold positions in the appropriate class. Temporary employees shall be laid off before probationary or regular employees. The order of ~~lay-off~~layoffs, after temporary employees, will be determined by the city administrator and department head based upon the best interests of the City and department. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

4. DISABILITY

- A. An employee may be separated for disability when they cannot perform the essential functions of the job because of a physical or mental impairment that cannot be reasonably accommodated without undue hardship or that poses a direct threat to the health and safety of others.
- B. Reasonable accommodations will include transfer to a comparable position for which the individual is qualified. Action may be initiated by the employee or the City, but in all cases it must be supported by medical evidence acceptable to the city administrator, and the disability must prevent the employee from performing the essential functions of the job. The City may require an examination at its expense to be performed by a licensed physician of its choice.

5. RETIREMENT

A. Whenever an employee meets the conditions set forth in the retirement system's regulations, they may elect to retire and receive all benefits earned under the City's retirement plan. Official notice of such intended action must be submitted to the human ~~resources~~resource department within the prescribed time limits as set out in the retirement plan.

B. Information regarding membership in TCRS may be obtained from the human ~~resources~~resource department.

B.C. Insurance information is covered on page 35 in this handbook.

6. TERMINATION

A. When other forms of discipline have not resulted in the desired behavior or when more severe initial action is warranted, the city administrator, or department head if so delegated by the city administrator, may terminate an employee.

B. The employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefore, and the right to appeal the charges in accordance with the appeal process established herein. If the employee fails to respond to the advance notice, the proposed action shall be effective on the date specified with no need for further action. If an appeal hearing is requested, the effective date of the termination shall be extended until the end of the appeal process. During the extended time, the employee may be retained on active duty status, placed on leave, or suspended with or without pay at the discretion of the city administrator. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.

7. DEATH OF AN EMPLOYEE

A. Separation shall be effective as of the date of death of an employee. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.

B. Upon the death of a full-time regular employee, his or her beneficiary shall receive his or her next due payroll check and pay for all accrued annual leave, compensatory time, and sick leave.

C. An appointed representative from the City shall give his or her beneficiary complete assistance in settling retirement, life, and health insurance benefits.

XI-XII. GRIEVANCE PROCEDURES

1. PURPOSE AND SCOPE

- A. It is the City's desire to address grievances informally. Both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances that will be resolved only after a formal appeal and review. Employees who have a complaint or grievance may discuss the grievance with their immediate supervisor, a higher-level supervisor, and/or the department head.
- B. A grievance may be something real, alleged, or a misunderstanding involving the employee's employment conditions, health, safety, physical facilities, equipment or materials used or other related issues. Such misunderstandings, complaints, points of view, and opinions will be considered a grievance, except in cases where they relate to personnel actions subject to the appeals procedure provided for herein.
- C. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion, or reprisal. Assuming the problem cannot be worked out by informal discussions between the employee and immediate supervisor, steps of formal grievance procedures are as follows:

(1) STEP ONE

- (a) The employee shall submit a written statement of the complaint or grievance to the immediate supervisor within ten (10) working days from the incident that prompted the grievance. It shall be the supervisor's responsibility to promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate department head, and take action, if possible. The supervisor shall inform the employee in writing of the decision within ten (10) working days after receipt of the written grievance.
- (b) The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the department head and the employee who submitted the grievance. Any supervisor in the chain-of-command shall attach his or her recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level.

(2) STEP TWO

- (a) If the grievance cannot be resolved between the employee and supervisor, the employee may proceed to the second procedural step. Within five (5) working days of receiving the decision from his or her immediate supervisor, the employee shall submit a written notice of his or her desire to appeal to the department head and include a copy of the original grievance from Step One. If an employee wishes a hearing, the department head will accommodate the employee.
- (b) Upon hearing the grievance and/or conducting his or her own investigation, the department head must provide a written response to the employee and the immediate supervisor within five (5) working days of the hearing, if one is requested by the employee, or receipt of the written notice of appeal, whichever is later.

(3) STEP THREE

- (a) If the grievance is not resolved with the department head, the employee may appeal the grievance to the city administrator. Such request for appeal must be submitted in

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writing within five (5) working days after receipt of the decision from the department head. At the city administrator's discretion, the city administrator may convene a hearing, conduct his or her own investigation of the grievance or rely upon the record of the grievance established during the previous steps. If the city administrator decides to conduct a hearing, he/she shall schedule the hearing within five (5) working days after receipt of the written request.

- (b) Within five (5) working days of the hearing date, if one is held, or receipt of the written request for consideration by the city administrator, whichever is latest, the city administrator shall provide a written response to the employee with copies to the department head and immediate supervisor.

2. OTHER INFORMATION

- A. While every attempt will be made to resolve the employee's grievance, the action of the city administrator shall be final and binding on all parties involved. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.
- B. The time limits provided herein shall be adhered to unless otherwise modified by mutual written agreement between the employee and the City. The action of the city administrator shall be final and binding on all parties involved. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

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~~XX~~XIII. MISCELLANEOUS POLICIES

1. POLITICAL ACTIVITY - *Nothing in this section is intended to prohibit any City employee from privately expressing his or her political views or from casting his or her vote in all elections.*
 - A. Employees of the City of Morristown may individually exercise their right to vote, express their political views as citizens, and participate in political activities the same as all other citizens. No employee shall use City property for political purposes nor shall any employee engage in any political activity while at work, in a City-provided uniform, or otherwise on duty.
 - B. In accordance with state law, City employees cannot run for election to the City Council. If an employee wishes to become a candidate for election to the City Council, he or she must resign from employment with the City prior to filing a nominating petition or other required qualifying papers.
2. TRIP REIMBURSEMENT
 - A. All City related travel that involves expense reimbursement and/or City expense shall not be undertaken without prior approval of the appropriate department head or city administrator. In order for travel related expenses to be reimbursed or paid directly by the City, all travel must be conducted in accordance with the City's adopted travel policy.
 - B. For details regarding travel, obtain a copy of the City's travel policy from the Finance Department.
3. USE OF CITY VEHICLES AND EQUIPMENT
 - A. Generally, only City employees engaged in transporting City personnel and/or material and supplies used to carry out the functions and operations of City departments and for whom the immediate use of a vehicle is actually necessary or convenient shall drive or ride in City-owned vehicles. However, the following are exceptions to that general policy:
 - (1) In emergencies where the City employee has a reasonable belief, based on a totality of circumstances, that the life, safety, health, or physical welfare of a citizen would be immediately threatened without the security and/or transportation provided by the City-owned vehicle. Examples of such emergencies include, but are not limited to, personal injury accidents, acute illness, and actual and potential victims of crime and violence.
 - (2) In motorist/passenger assistance where there is no immediate emergency but, under a totality of circumstances, the City employee has a reasonable belief that failing to transport the motorist and/or passengers in a City-owned vehicle could result in such people being left in real or potentially real danger, or would result in extreme inconvenience to them. The use of a City-owned vehicle in such cases shall be limited to transporting motorists and their passengers only to those places where they are reasonably safe and have a reasonable opportunity to obtain continued help without using the City-owned vehicle.
 - (a) When it is necessary for reasons of inclement weather, late hour, lack of transportation, or other reasonable cause to transport non-City personnel to and from City-~~owned~~ property; also to repair or supply shops and similar facilities so that such personnel can install, repair, or maintain City equipment essential to the continuation or restoration of public services essential to the safety, health, and welfare of the citizens of the City.

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- (b) In the transportation of federal, state, and local officers and employees; news media; private consultants; business people; and other private people visiting the City for the purpose of directly analyzing, reviewing, supporting, assisting, or promoting the City's functions and operations.
 - (c) When the vehicle is driven to or picked up from private maintenance or repair facilities and while it is being "road tested" while in the possession of such facilities.
 - (d) City employees who are assigned City vehicles and are required to drive them home are permitted to carry as passengers members of their households and those non-members of their households listed in subsection (b) below, to the following destinations when the City employee has no other reasonably convenient means of transporting those people:
 - Members of a City employee's household may be transported:
 - 1. to and from school and work, using the most direct route to those destinations, when the City employee himself or herself is driving to and from work or carrying out other legitimate and necessary City business; and
 - 2. to and from baby sitters; child-care centers; residences and businesses of family members, friends and neighbors; or any other reasonable destination where the safety, security, comfort, and well-being of a City employee's household members will be secured or promoted when the City employee is required to respond to a call to perform legitimate and necessary City business.
 - Non-members of a City employee's household that may be transported include:
 - 1. baby sitters, family members, friends, and neighbors who may be taken to the City employee's household or any other reasonable location when the purpose of transporting such people is to permit them to watch over the safety, security, comfort, and well-being of the City employee's household members when the City employee is required to respond to a call to perform legitimate and necessary City business.
- B. When determining whether to transport a private person in non-emergency, City-owned vehicles under the emergency and motorist/passenger assistance exceptions, City employees shall consider whether a more appropriate vehicle operated by trained police or other emergency personnel is reasonably available. Transporting people with severe injuries and illnesses should not generally be undertaken by City employees who are not trained in the medical field.
- C. City-owned vehicles, under both the general policy and its exceptions, shall not ordinarily be taken outside the City. However, the city administrator, department heads, and their designees shall have the authority to grant exceptions to this policy if such exceptions are for legitimate, necessary City business. In addition, it is authorized for City employees to travel a reasonable distance outside the City limits under the exceptions to the policy prohibiting them from transporting non-City employees in City-owned vehicles. Reports of such travel shall be made to the employee's department head the first working day following such travel. The report shall include the purpose, duration, and distance of the travel outside the City and any other information the department head requires to determine whether the travel conforms to this policy. The department head shall keep a permanent file of such reports.

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- D. All City vehicles allowed to be taken home are to be used only for City business, including commuting to and from work as required. Other personal use of a City vehicle is prohibited. Certain personal errands done while commuting to or from work that do not significantly increase the number of commuting miles driven shall be allowed provided, however, that the nature of personal errands do not reflect unfavorably, discredit, or create embarrassment for the City. Any abuse of this benefit shall subject the employee to appropriate disciplinary actions.
- E. Non-emergency City vehicles shall obey all traffic laws under this general policy and its exceptions.

4. DRIVING RECORDS

- A. Any employee who is required as an employment condition to possess and maintain a valid Tennessee driver's license or commercial driver's license must immediately, before reporting for duty the next workday, inform his or her supervisor should his or her license become denied, expired, restricted, suspended, or revoked any time during employment with the City.
- B. Annual review of employees' driving records may be conducted by the city administrator or designee to assure adherence to this policy.

5. SOLICITATION

- A. Unauthorized solicitation of employees on the premises is strictly prohibited. This prohibition applies both to employees and outsiders.
- B. Contributions may be solicited on City property only with the permission of the city administrator. Miscellaneous solicitation of contributions within a single department may be made with the permission of the department head.
- C. No pressure is to be placed on any employee to make any contributions.

6. PERSONAL TELEPHONE CALLS

- A. Using the office telephone during regular work hours for local and/or long-distant calls of a personal nature, except in emergency cases, is discouraged. Personal calls that must be made or received during business hours are permitted if they are held to a minimum and do not interfere with the employee's work. Employees should make such calls during breaks or lunch time when possible. Long distance calls must be reimbursed to the City by the employee responsible for the call.
- B. Emergency phone calls may be made or received any time. Examples of emergencies are illness or severe injury to a member of the employee's family, changed plans regarding an employee's transportation home from work, or extreme weather conditions. "Chatty" phone conversations on non-emergency matters may result in disciplinary action.

7. FIGHTING, HORSEPLAY, DAMAGING CITY PROPERTY

Fighting, horseplay, and intentionally defacing or damaging City property are not permitted. Employees engaging in these activities will be subject to disciplinary action, which could include termination.

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8. ACCEPTING GRATUITIES

Refer to the Ethics Policy.

9. USE OF CITY TIME AND FACILITIES

Refer to the Ethics Policy.

10. BUSINESS INTEREST

Refer to the Ethics Policy.

11. USE OF POSITION

Refer to the Ethics Policy.

12. STRIKES

No City officer or employee shall be a party to, participate in, or instigate any strike against the City.

13. PERSONNEL RECORDS

- A. ~~Personnel records for each employee are kept on file and maintained by the city administrator or his or her designee. Department heads may maintain separate personnel records for employees which may include, but not be limited to, items specific to the operations of the department. All master/original Personnel records for each employee are kept on file and maintained by the Human Resources Resource Department or his or her designee. Department heads may maintain separate personnel records for employees which may include, but not be limited to, items specific to the operations of the department. These department documents will be copies of the originals that are maintained in the Human Resource Department.~~
- B. The human ~~resource~~resource department shall also maintain the life insurance, vacation, pension and retirement, health insurance, and sick leave records for each employee. All medical records shall be kept in a separate confidential file for each employee.
- C. It is the responsibility of each employee to update personnel information in his or her personnel file by notifying his or her department head of any information changes. The City shall not be held liable when incorrect withholding, wrong beneficiaries, or loss of employee benefits result from the failure of any employee to keep personnel records current.
- D. Employees should be made aware that their personnel records may be subject to public inspection under the Freedom of Information Act. Any employee whose records are requested by the public will be notified in writing as to who is making the request. No medical, family or other personal information will be released and Social Security numbers will be protected.
- E. Individuals making a request for an employee's personnel records must make the request in writing per open request forms.
- F. Employees shall have the opportunity to respond in writing to any information that is added to their personnel file.

Comment [GJE26]: Recommendation is that all master employment documents reside in HR and copies be allowed at dept level

14. DRESS CODE

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- A. Due to the diverse nature of work the City conducts, it is not feasible to set a uniform dress code for all employees. Some positions require uniforms and employees in these departments must wear their uniform, unless specifically excluded from doing so by the department head. It is the responsibility for each department head, with the approval of the city administrator, to set the dress code for their department. When doing so, department heads should consider several factors;

- (1) Nature of work including, but not limited to:

- (a) Conditions of job site;
 - (b) Level of physical activity;
 - (c) Impact of weather on job;

- (2) Public and Customer contact:

- (a) Interaction with the public;
 - (b) Public expectation or department/position;
 - (c) Professional appearance.

- B. Dress codes may be changed seasonally for departments with employees who are frequently outdoors.

15. CITY MATERIALS AND SUPPLIES

- A. It is unlawful for any employee to remove any piece of City material from City property, whether it is functional or not, without written consent from the city administrator.
- B. This policy includes office supplies, police equipment, scrap material, or any other item or items purchased by or donated to the City. Employees who remove items without permission will be subject to disciplinary action and will be responsible for returning all items.

16. CELLULAR PHONE POLICY

This policy outlines the use of personal and City issued cell phones at work and the safe use of cell phones by employees while operating a vehicle.

A. Personal Cellular Phones

- (1) While in a working capacity for the City, employees are expected to exercise discretion in using personal cellular phones. Excessive personal calls during work, regardless of the phone used, can interfere with employee productivity and be distracting to others and may result in disciplinary action.
- (2) Flexibility will be provided in circumstances demanding immediate attention. The City will not be liable for the loss of personal cellular phones brought into the workplace.

B. Personal Use of City Provided Cellular Phones

- (1) Where job or business needs demand immediate access to an employee the City may issue a cell phone to an employee for work-related communications. Employees are

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expected to keep any personnel use of their City-issued phone to a “de minimis use”, meaning infrequent or occasional.

- (2) Employees must reimburse the City for any expenses resulting from non-City activity. Text messages, images and other related phone functions are included.
- (3) Any inappropriate usage or content found on an employee’s phone will result in disciplinary action. Employees who abuse cell phone privileges will be subject to disciplinary action. Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. **If an employee abuses, neglects or otherwise causes damage to a phone, the employee may be required to bear the cost of a replacement.**
- (4) Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition when requested may be expected to bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.
- (5) All records with regard to City provided cell phones are considered public records. This includes all calls, text messages (including content), emails and images sent and received. Erasing items from the cell phone’s memory will not erase all records.

C. Safety Issues for Cellular Phone Use

- (1) Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for City business use are expected to refrain from using a cell phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional discussions and keep their eyes on the road. Special care should be taken in situations where there is heavy traffic, inclement weather or the employee is driving in an unfamiliar area.
- (2) In situations where job responsibilities include regular driving and accepting of City business calls, hands-free equipment can be requested to facilitate the provisions of this policy. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill the City’s needs.
- (3) Employees who are charged with traffic violations resulting from the use of cell phones while driving will be solely responsible for all liabilities that result from such actions.

D. Professional Use of Cell Phones

- (1) Many cell phones are equipped with (or able to be equipped with) ring tones, pictures, covers, and other various “personalized” items. As a result, employees should maintain a

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professional image with regards to their City issued cell phones and any personal cell phones that are present in the workplace or jobsite, especially with regards to ring tones.

- (2) Employees who have City issued or personal cell phones equipped with a camera or other image-recording device are expressly prohibited from using these functions without the express permission of the City and of each person whose image is recorded. This provision does not apply to designated City personnel who use such devices in connection with their positions of employment.

17. ~~REPLACEMENT~~ INCLEMENT WEATHER

~~The City of Morristown will not close for Severe Weather Events. Employees should make every effort to be at work and be safe. Employees are expected to report to work at their department's stated shift/work day start time. A copy of the entire Severe Weather Events policy is located in the human resource department or with your department head.~~

- ~~A. It is the policy of the City to keep City Center open for business regardless of the weather. Employees should make every effort to arrive at work. An employee who feels they cannot safely arrive at work should contact his or her supervisor or department head who may authorize the use of annual leave or comp time. If annual leave and comp time are exhausted, time off without pay may be granted.~~
- ~~B. In the event of extreme weather (significant snowfall, tornados, floods and other weather related events), employees in public works, police and fire should check with their supervisor or department head immediately following or during the event to determine if their presence is necessary for rescue, repair and cleanup efforts.~~

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18. TOBACCO/SMOKING POLICY/~~ELECTRONIC CIGARETTES(VAPING)~~

- A. Employees are prohibited from using tobacco, electronic cigarettes (vaping) or smoking inside any City building or City vehicle. Employees may use tobacco, electronic cigarettes (vaping) or smoke in designated areas only.
- B. For public works employees, smoking at a job site is only permitted during breaks, and all cigarette or cigar butts must be removed from the site.

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19. ALL PRIOR RULES SUPERSEDED

These policies shall be effective immediately upon their adoption by the City Council and shall supersede all previously adopted policies, rules and regulations, (with the exception of the Police Department's General Orders, the Fire Departments operating procedures and the Civil Service Act and regulations or rules adopted pursuant thereto) to the extent such prior policies, rules, and regulations conflict with these policies, rules, and regulations.

~~XIII~~XIV. FORMS OF DISCIPLINARY ACTION AND PROGRESSIVE DISCIPLINE

1. PURPOSE

Disciplinary action may be required due to actions, inactions, behavior or other activities of an employee. Employees may be disciplined on a progressive basis, with offenses accumulating.

2. APPEALS PROCESS

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Any City employee shall have the right to appeal disciplinary actions such as reprimand, suspension, demotion, or termination, or any alleged violation of these policies. To initiate an appeal, the employee may submit a request in writing in accordance with the City's grievance procedures outlined in Section X.

3. TYPES OF DISCIPLINARY ACTION

A. Verbal/oral reminder

- (1) A verbal/oral reminder may be issued at any time by a supervisor to an employee. Verbal/oral reminders may be documented by the supervisor.
- (2) Verbal/oral reminders are to be used as a tool to help a supervisor communicate in an effective, constructive manner with an employee.

B. Verbal/oral warning

- (1) A verbal/oral warning may be issued at any time by a supervisor to an employee. Verbal/oral warnings must be documented by the supervisor and acknowledged by the employee.
- (2) Minor infractions such as a tardy, failure to adhere to the dress policy or other minor infraction committed by the employee for the first time may result in a verbal/oral warning.

C. Written warning

- (1) A written warning may be issued at any time by a supervisor to an employee. Written warnings must be documented by the supervisor and acknowledged by the employee and the department head.
- (2) A written warning may be issued for a minor infraction after a verbal/oral warning has already been issued. A written warning may also be issued for a more serious offense without any verbal/oral warning being issued previously.

D. Suspension

- (1) A suspension may be issued at any time by a department head with the approval of the city administrator. Suspensions may be issued for employees who habitually commit minor infractions and have been warned through verbal/oral warning and/or written warnings. Suspensions can also be issued for major infractions committed by an employee with no previous verbal/oral or written warnings.
- (2) The length of the suspension will be determined by the department head with consultation from the human ~~resources~~resource department and approved by the city administrator.
- (3) A written notice of proposed suspension, explaining the reason for the proposed suspension and offering the employee a pre-determination hearing, shall be provided by the human ~~resources~~resource department to the employee as soon as it can be reasonably delivered. The purpose of the pre-determination hearing is to give the employee the opportunity to challenge the proposed suspension.

Effective XXXX XX, XXXX

E. Demotion

- (1) A demotion may serve as a form of disciplinary action. A department head may request a demotion if, in his or her opinion, the demotion is the only option for an employee who is unable to function in his or her current position.
- (2) Employees who refuse a demotion may be terminated from employment.

F. Termination

- (1) The city administrator may terminate an employee for just cause at any time. Reasons for termination may include, but shall not be limited to: misconduct, negligence, incompetence, insubordination, unauthorized absences, falsifying records, violating any charter provision, ordinance or any of these personnel policies.
- (2) A termination may result from excessive violations of minor policies in which an employee received a verbal/oral warning, written warning, demotion and/or a suspension. A termination may also result from a serious offense which may include, but shall not be limited to: sexual harassment, violence in the workplace, violation of the City's drug policy, theft and forgery.
- (3) Any employee who is being considered for termination shall be placed on administrative leave. A written notice of proposed termination, explaining the reason for the proposed termination and offering the employee a hearing shall be given to the employee and the hearing shall be held a minimum of at least three (3) days after the employee is placed on administrative leave.
- (4) The hearing shall include the employee's department head, supervisor and a representative from the human ~~resources~~resource department. The purpose of the hearing is to give the employee the opportunity to challenge the proposed termination. A final decision shall be rendered and given to the employee at the conclusion of the hearing.

Effective XXXX XX, XXXX

~~XXV-XV.~~ AMENDMENTS TO THE PERSONNEL RULES

1. AMENDMENTS

- A. Amendments may be made to the personnel policies at any time as approved by majority vote of the City Council. The purpose of amendments may be for any of the following:
- (1) To update policies to reflect changes in local, state or federal law.
 - (2) To address issues brought to the attention of the city administrator and are not specifically addressed by a policy.
 - (3) To clarify a policy.
 - (4) To improve the operations, efficiency or effectiveness of City services.
 - (5) For any other reason deemed necessary by the city administrator or the City Council provided it is in the best interest of the organization and taxpayers of the City as a whole.
- B. All amendments shall include an effective date (to be approved by Council), and the amendments shall be communicated in writing to employees before the effective date.

2. SEVERABILITY

- A. Each section, subsection, paragraph, sentence, and clause of this policy document is hereby declared to be separable and severable.
- B. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other portion of these rules, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted.

3. SPECIAL NOTE

~~A. These personnel policies are believed to be written within the framework of the charter of the City of Morristown; but in case of conflict, the charter takes precedence.~~

~~B. The Civil Service Act of the City of Morristown, The General Orders of the Morristown Police Department and the Operating Policies and Procedures of the Morristown Fire Department shall take precedence over this document wherever a conflict exists for employees in the Police and Fire Departments. The City Ethics Ordinance (#3248) shall take precedence over the document wherever a conflict exists for all officers and employees of the City.~~

~~C. These personnel policies are for information only. This document is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter. These personnel policies shall be reviewed every two years or as needed. The City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, with or without notice to employees.~~

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These personnel policies are for information only. This document is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter. These personnel policies shall be reviewed every two years or as needed.

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Effective XXXX XX, XXXX

The City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, with or without notice to employees. The Civil Service Act of the City of Morristown shall take precedence over this document wherever a conflict exists for employees in the Police and Fire Departments.

~~Work Place Harassment:~~

~~1. DEFINITION~~

~~a. Work place harassment is defined as conduct that is so pervasive that the working conditions are unduly oppressive, creating a hostile work environment. Work place harassment applies to harassment based on any of the following seven protected classes:~~

~~1. Race~~

~~2. Color~~

~~3. Religion~~

~~4. National origin~~

~~5. Sex~~

~~6. Age~~

~~7. Disability~~

~~b. Harassment can be oral, written, physical, visual, and or exhibited or communicated in any manner (including electronically or by email).~~

~~2. Criteria for determining whether conduct is such as to establish a hostile work environment.~~

~~Criteria shall include, but not necessarily be limited to the following:~~

~~1. Frequency of the conduct~~

~~2. Severity of the conduct~~

~~3. Whether the conduct is physically threatening, humiliating or merely offensive~~

~~4. Whether the conduct unreasonably interferes with another individual's work performance~~

~~5. Would a reasonable person be offended by the conduct.~~

~~3. Complaint Procedure~~

~~The procedure for making a complaint of work place harassment shall be the same as for sexual harassment described in Section VII(a) of this policy.~~

Effective XXXX XX, XXXX

~~4.—Reporting and Investigating Work-Place Harassment Complaints and Action On Such Complaints~~

~~The procedure for reporting and investigating work-place harassment shall procedurally be as set forth in Section VII(a)(4) and action on complaints of work-place harassment shall procedurally be as set forth in Section VII(c)(5).~~

TYPES OF EMPLOYEES

Employees of the (city/town of _____) are generally classified as one of the following:

1. **Regular full time Employee – (Determination of status may be by hours per week or hours per month.)** A regular full time employee is an employee who works a minimum of (indicate number of hours) hours per week (“shifts” in the case of firefighters), is paid an (hourly rate or annual rate), is subject to all conditions of employment, and receives all benefits offered by the local government unless specifically excluded by the local government, charter, code, or ordinance. Regular full time employees serve a (indicate length of period)-month Trial Employment Period, during which time they may be dismissed without recourse.
2. **Regular part time Employee –** A regular part time employee is an employee who works part time hours on a consistent basis and whose hours cannot exceed _____ hours per week unless approved by the (mayor/ manager/ administrator/ recorder/ personnel/human resources director/ department head/ appointing authority). Regular part time employees (are / are not) eligible for local government benefits on a prorated basis according to the actual hours worked (except longevity, retirement, college pay, health and/or life insurance benefits).
3. **Temporary Regular full time Employee –** A temporary regular full time employee is an employee who works regular full time, not exceeding 12 months per term of employment and who is paid on a per day or per hour basis. A temporary employee may not be subject to all conditions of employment, but shall be fully capable of performing the assigned duties and will receive (full benefits/ prorated benefits/ no benefits except coverage under workers’ compensation). Individuals who are classified as temporary employees and are hired to fill a regular full time or regular part time position shall begin to accrue benefits on the effective date of regular full time or regular part time appointment.
4. **Temporary Regular part time Employee –** a temporary regular part time employee is an employee who works fewer than (indicate number of hours) hours per week. Temporary employees may not work more than _____ months per year. Regular part time employees may receive (full benefits/ prorated benefits/ no benefits).

5. **Volunteer Employee** – A volunteer is an individual who works for the local government for no compensation. **(The local government may provide uniforms and workers' compensation benefits.)**
6. **Police Reserve** – Reserve officers are volunteers appointed by the **(mayor/ manager/ police chief/ appointing authority)**. Reserve officers receive no compensation and no other benefits except coverage under the Special Reserve Police Insurance Coverage Policy. **(The local government may provide uniforms and workers' compensation benefits.)**
7. **Volunteer Firefighters** – Volunteer firefighters are temporary regular part time employees appointed by the fire chief when necessary. Volunteer firefighters are compensated per fire-call/per training activity with no other benefits except coverage under the Volunteer Firefighters Insurance Coverage Policy. **(The local government may provide uniforms and workers' compensation benefits.)**

Any employee who is member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year.

Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days. Such leave will not be charged to any form of accrued paid leave. An employee requesting military leave shall provide the City the dates for training and travel time in advance. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.

Any employee who is a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active duty orders. The employee's seniority, status and pay will remain

unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent.

The process for reinstatement of employees returning from military leave begins when the employee submits an “application for re-employment.” Said applicant must be submitted:

- ❖ on the first work day back for employees deployed 30 days or less;
- ❖ within 14 days of the end of service for employees deployed up to 180 days; and
- ❖ within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

**RESOLUTION NO. _____
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

**CITY OF
MORRISTOWN, TN
AMERICANS WITH DISABILITIES ACT (ADA)
TRANSITION PLAN**



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RESOLUTION NO. _____

**A RESOLUTION OF THE MORRISTOWN, TN CITY
COUNCIL ADOPTING THE AMERICANS WITH
DISABILITIES ACT (ADA) TRANSITION PLAN, ADA
COORDINATOR AND PROCEDURES**

WHEREAS, the Federal government enacted the Americans with Disabilities Act of 1990 ("ADA") to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, the City of Morristown, Tennessee, remains committed to the ADA and the elimination of barriers to public facilities; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall name an ADA Coordinator; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall adopt a grievance procedure for resolving complaints alleging violation of Title 11 of the ADA; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall publish notice to the public regarding the ADA; and

WHEREAS, in compliance with Title 11 of the ADA, the City of Morristown, Tennessee, shall post the ADA coordinator's name, office address, and telephone number along with the ADA Notice and ADA grievance procedure on its website.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MORRISTOWN,
TENNESSEE CITY COUNCIL THAT:**

1. The Assistant City Administrator is responsible for the overall compliance with the ADA; and
2. The Assistant City Administrator is designated as the ADA Coordinator for the City of Morristown, Tennessee and is responsible for the City's compliance with the ADA; and
3. The Notice under the ADA, a copy of which is attached hereto and as revised from time to time, is adopted as the City of Morristown, TN, Notice under the AD; and .
4. The City of Morristown, TN, Grievance Procedure under the Americans with Disabilities Act, a copy of which is attached hereto and as revised from time to time, is adopted as the grievance procedure for addressing complaints alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the City of Morristown, Tennessee; and
5. In compliance with Federal and State laws as set forth above, the City of Morristown, Tennessee City Council resolves to post the required information regarding the ADA coordinator, Notice

under the ADA, and City of Morristown, Tennessee, Grievance Procedure under the ADA on its website and at such other locations as may be determined from time to time.

ADOPTED BY THE MORRISTOWN, TENNESSEE CITY COUNCIL ON
DECEMBER 6, 2016.

Gary R. Chesney
Mayor

ATTEST:

Anthony "Tony" C. Cox
City Administrator

CITY OF MORRISTOWN, TN
AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

In accordance with the Americans with Disabilities Act (ADA), this document shall serve as the City of Morristown's Transition Plan. Included are results of a self-evaluation that addresses barriers within City programs and facilities.

The development of this plan has occurred with the assistance of several individuals and organizations throughout the community. The City of Morristown's ADA Coordinator will coordinate all aspects of ADA compliance. Any comments, additions or suggestions about this plan may be directed to the ADA Coordinator(s):

Larry Clark
Human Resources Department
100 W 1st N St.
PO Box 1499
Morristown, TN 37816-1499
423-581-0100
423-585-4687 (fax)
lclark@mymorristown.com

This Transition Plan will continuously be updated. A public hearing regarding the contents of the plan will be held on a yearly basis. Notice of the public hearing will be given at least two (2) weeks in advance of the hearing. Any comments, suggestions or additions to the plan may be addressed to the City's ADA Coordinator throughout the year.

EXHIBITS

- Exhibit A – ADA Coordinator/ Notice Under the ADA
- Exhibit B – ADA Department Coordinators/ Obstacle Removal Coordinators
- Exhibit C – ADA Obstacle Procedure
- Exhibit D – Policy and Procedure for Communication with People Who are Deaf and Hard of Hearing
- Exhibit E – Reasonable Accommodation Request Procedures
- Exhibit F – Complaint Form
- Exhibit G – Emergency Evacuation Plan for People with Disabilities
- Exhibit H – Obstacle List

STATEMENT OF POLICY
CITY OF MORRISTOWN EMPLOYEE HANDBOOK

Equal Employment Policy

It is the policy of the city to be an equal opportunity employer. No officer or employee of the city shall discriminate against any other officer or employee, or applicant for employment on the basis of sex, race, color, religious belief, national origin, sexual orientation, political affiliation, marital status, age or disability unrelated to the person's ability to perform the duties of a particular job or position, except where a bona fide occupational qualification exists.

Rules of the Morristown Civil Service Commission

Statement of Equal Employment Opportunity

The Morristown Civil Service Commission is committed to a policy of acting affirmatively to attract and utilize the talents of all citizens. No Civil Service Commission member or agent of the City shall discriminate against any employee or applicant for employment on the basis of sex, race, color, religious belief, national origin, sexual orientation, political affiliation, marital status, age or disability unrelated to a person's ability to perform the duties of a particular job or position, except where a bona fide occupational qualification exists.

Title II: City Services, Programs, Activities

City of Morristown Compliance Actions

GENERAL NON-DISCRIMINATORY REQUIREMENTS

Designation of ADA Coordinator

3

Larry Clark
Human Resources Department
100 W 1st N St.
PO Box 1499
Morristown, TN 37816-1499
423-581-0100
423-585-4687 (fax)
lclark@mymorristown.com

City ADA Department Coordinators (contact persons) have been designated:

<p>Larry Clark Human Resources Department 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4687 (fax) lclark@mymorristown.com</p>	<p>Paul Brown Public Works Department Dice Street PO Box 1499 Morristown, TN 37816-1499 423-353-1053 423-585-4661 (fax) pbrown@mymorristown.com</p>
<p>Bill Honeycutt Fire Department 625 S Jackson St Morristown, TN 37813 423-585-4651 423-585-4362(fax) bhoneycutt@mymorristown.com</p>	<p>Roger Overholt Police Department 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-587-9518 (fax) chiefofpolice@mymorristown.com</p>
<p>Ralph "Buddy" Fielder Morristown Airport 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4679 (fax) bfielder@mymorristown.com</p>	<p>Craig Price Parks and Recreation Department 415 W Louise Ave Morristown, TN 37813 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-586-0260 423-318-1544 (fax) cprice@mymorristown.com</p>
<p>Rich DesGroseilliers LAMTPO Coordinator 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4679 (fax) richd@mymorristown.com</p>	

Equal Employment Opportunity Policies

- The City of Morristown is an equal opportunity employer and the policies of such are set forth in the Morristown Code of Ordinances and the Rules of the Morristown Civil Service Commission.
- City has prepared and distributed notice regarding the application of nondiscriminatory rules (Exhibit A).

Review of City Code/Policies

- * A review of the Morristown City Code of Ordinances and any other City-issued policies will be reviewed to ensure proper and uniform terms and definitions are used.

Equally-Effective Communication

Provide public notice of ADA Coordinator and communication sources

- City has published the name, address and phone number of the ADA Coordinator on the Internet, Intranet, and bulletin boards.

Provide internal notice to City employees about ADA issues and compliance steps

- City has posted the ADA Compliance Notice on bulletin boards at all work sites (Exhibit A).

- City has posted the names of the ADA Department Coordinators on bulletin boards at all work sites (Exhibit B).

Provide internal notice to City employees about the obstacle removal procedure

- City has prepared and distributed the City's ADA Obstacle List to all department coordinators (Exhibit C).

- City has prepared and distributed notice regarding ADA Obstacle Removal Procedure (Exhibit D).

Identify equipment needs/access concerns for programs, meetings, etc.

- City's emergency evacuation plans include procedures for evacuating persons with disabilities. (Exhibit H).

Program Accessibility

Obstacle Removal

- Each City department has prepared a summary of all structural/architectural findings. Each department is responsible for budgeting and planning for the removal of structural barriers that exist or may arise in the future.
- City will complete the identification/mapping of all curb ramps, evaluating adequateness and developing financial needs:
 - City has collected input from interested/affected parties;
 - City has established priorities based upon need and cost, as well as impact on affected population.
- See **Exhibit C** for a complete record of obstacles removed and those scheduled to be removed.

Access to City Services and Programs

- City has provided Braille markings on elevators, floor markings and room numbers on public areas within the Municipal City Center Complex
- City has provided for integrated wheelchair seating in the City Council Chambers.
- City has provided a mechanism for which individuals using wheelchairs can address the City Council and utilize the microphone system.
- City has developed and published information regarding ADA compliance for each department.
- City meetings are identified by the date, time, location and accessibility.
- Alternative formats available on request are:
 - audiotape
 - large-type documents (18-points or larger)
 - Braille
 - sign language interpreter
- City will ensure new facilities and remodeling facilities are reviewed for compliance with ADA and/or International Building Code (IBC) standards.
- City websites are compliant with the latest ADA accessibility standards, as described by the U.S. Department of Justice.

Employment

Job Descriptions

- Job duties and requirements are reviewed to identify non-essential items and/or to eliminate barriers to persons with disabilities. Requests for accommodations within specific positions are evaluated on a case-by-case basis.

Job Applications

- Position vacancies are announced through local newspapers, the City's website, www.mymorristown.com, on the Office of Human Resource's job posting bulletin board.
- Job applications are made, upon request, in alternative formats. Accommodation for completing applications is provided upon request.

Interpreter

- City has implemented a system where various interpreters within the Morristown area may be contacted on a 24-hour notice by City of Morristown personnel to assist in providing services to persons who are deaf or hard of hearing. (Exhibit E)
- Job applicants requesting an interpreter will be asked if they would like a certified interpreter. If so, a certified interpreter would be contacted. One or more noncertified interpreters are employed by the City and may provide services to those who do not wish to have a certified interpreter.

Interviews

- Employment interviews conducted by the City of Morristown are conducted in accordance with federal law that protects qualified individuals with disabilities from inquiries designed to identify the existence of an applicant's disability. Supervisors have been trained in this area and have been given "The Hiring Process" manual that explains why certain interview questions are prohibited and helps interviewers develop questions that reveal an applicant's ability to perform the essential functions of the job.

Pre-employment medical exams

- Applicants for certain job classifications are required to undergo a pre-employment medical exam which may include a physical examination, drug screening and/or psychological examination. These examinations are all conducted post-job offer and are given to all candidates who are offered a position within that job classification.

Rules of the Morristown Employee Handbook

In accordance with State statutes, the Commission may set medical, physical or health standards that are clearly job-related, making reasonable accommodation for persons with disabilities."

Reasonable Accommodation Requests

- City has consistently reviewed all formal and informal requests for reasonable accommodations and has approved such requests unless they have imposed an undue hardship.
- Formal procedures and a request form for employees requesting a reasonable accommodation have been developed. Such procedures will be distributed to employees and department heads. (Exhibit F).

Other

Grievance Procedure

- **The Morristown City Code of Ordinances (or Employee Handbook)** outlines the grievance procedure for City employees.
- City has established a grievance procedure for the general public relating to disability/access-related complaints (Exhibit G).
- City will ensure all employees are aware of the grievance procedure.

Cooperation from Organizations/Advocates of Persons with Disabilities

- City utilized public input during the self-evaluation process.
- City's ADA representatives continue to meet with individual advocates/organizations on ADA compliance issues.
- **City's ADA Coordinator will continue to serve as an ad-hoc member of the Morristown Disabilities Commission and will serve as a liaison between the Commission and the Mayor's Office**
- City maintains an on-going list of persons interested in assisting the City in its compliance efforts.

Crisis Intervention Team

- The Morristown Police Department may use enforcement when they encounter a potentially volatile situation involving a person with a mental disability.
- The Morristown ADA Compliance Coordinator will continue to sponsor programs that provide information on a variety of disability-related topics.

EXHIBIT A

NOTICE CITY OF MORRISTOWN, TENNESSEE ADA COMPLIANCE COORDINATOR

The City of Morristown does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. The City of Morristown does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

Questions, concerns, complaints or requests for additional information regarding the ADA may be forwarded to the City of Morristown's designated ADA Compliance Coordinator.

Larry Clark
Human Resources Department
100 W 1st N St.
PO Box 1499
Morristown, TN 37816-1499
423-581-0100
423-585-4687 (fax)
lclark@mymorristown.com

Days/Hours Available:
Monday-Friday, 8:00 a.m.- 5:00 p.m.

Individuals who need auxiliary aids for effective communication in programs and services of the City of Morristown are invited to make their needs and preferences known to the ADA Compliance Coordinator.

This notice is available in large print, on audio tape, and in Braille from the ADA Coordinator.

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the **City of Morristown, Tennessee**, will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **City of Morristown, Tennessee**, does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: **City of Morristown, Tennessee**, will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in **City of Morristown, Tennessee**, programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **City of Morristown, Tennessee**, will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **City of Morristown, Tennessee**, offices, even where pets are generally prohibited.

The ADA does not require the **City of Morristown, Tennessee**, to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the **City of Morristown, Tennessee**, is not accessible to persons with disabilities should be directed to **the Human Resources Office, at 423-581-0100**.

The **City of Morristown, Tennessee**, will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

EXHIBIT B

Americans with Disability Act **Obstacle Removal Coordinators**

TO REPORT AN OBSTACLE ON MUNICIPAL PROPERTY,
PLEASE CONTACT ONE OF THE COORDINATORS BELOW

<p>Larry Clark Human Resources Department 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4687 (fax) lclark@mymorristown.com</p>	<p>Paul Brown Public Works Department Dice Street PO Box 1499 Morristown, TN 37816-1499 423-353-1053 423-585-4661 (fax) pbrown@mymorristown.com</p>
<p>Bill Honeycutt Fire Department 625 S Jackson St Morristown, TN 37813 423-585-4651 423-585-4362(fax) bhoneycutt@mymorristown.com</p>	<p>Roger Overholt Police Department 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-587-9518 (fax) chiefofpolice@mymorristown.com</p>
<p>Ralph "Buddy" Fielder Morristown Airport 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4679 (fax) bfielder@mymorristown.com</p>	<p>Craig Price Parks and Recreation Department 415 W Louise Ave Morristown, TN 37813 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-586-0260 423-318-1544 (fax) cprice@mymorristown.com</p>
<p>Rich DesGroseilliers LAMTPO Coordinator 100 W 1st N St. PO Box 1499 Morristown, TN 37816-1499 423-581-0100 423-585-4679 (fax) richd@mymorristown.com</p>	

EXHIBIT C

ADA OBSTACLE REMOVAL PROCEDURE

Purpose

The purpose of the procedure is the elimination of the physical obstacles in the City's facilities that limit the accessibility of its programs or activities to persons with disabilities.

Procedure

The City of Morristown will prepare a list of obstacles in City facilities and on City property. The list shall be maintained on a regular basis. The City's fiscal year starts on July 1st. The department coordinator will inform the department budget analyst of those obstacles that will be submitted for the budget. The obstacles should be presented by the 1st of February in order to be considered for the budget. The City ADA Coordinator will prepare and monitor the list.

The Coordinator may pass any obstacle (budgetary, non-budgetary, critical, or non-critical) to the responsible Department for correction when deemed appropriate. Public Works, Police Department, Fire Department, Community Services, OBM, and CWLP, will provide a coordinator to coordinate the activities with the ADA Coordinator. Other departments are encouraged to submit coordinators. These coordinators will provide the following functions:

1. Report to the City ADA Coordinator any known obstacles.
2. Receive the non-budgetary and budgetary obstacle list from the City ADA coordinator -
3. When possible have non-budgetary obstacles eliminated and report them to the City coordinator.
4. Submit budgetary obstacles to the budget process.
5. Report to the City ADA coordinator list of obstacles on the approved budget
6. Report to the City ADA coordinator the budgeted obstacles that have been eliminated.

The report activities are to be reported on standardized forms. Employees should report any obstacle to their department coordinator. Employees in departments without a department coordinator and the general public should report all obstacles to the Citywide Coordinator.

EXHIBIT D

POLICY AND PROCEDURE FOR COMMUNICATION WITH PEOPLE WHO ARE DEAF AND HARD OF HEARING

POLICY FOR THE POLICE DEPARTMENT

It the policy of the City of Morristown to insure that steps are taken to provide for effective communication for persons that are deaf and hard of hearing.

PROCEDURES

A. When a Morristown responding police officer comes in contact with a person who is deaf or hard of hearing, that person must determine if he/she is capable of providing effective communications with the deaf or hard of hearing person to resolve the issue.

B. Several techniques or process can be used to effectively communicate with a person who is deaf or hard of hearing.

1. Use of hand written notes.
2. Use of typewritten notes or text.
3. Use of sign language.
4. Use of an approved interpreter.

C. Contacting the Interpreter

If the technique or process that most effectively communicates with the deaf or hard of hearing person is the use of an approved interpreter, the following procedure will be used:

1. The responding police officer will contact his supervisor and advise the supervisor of the need for an interpreter so that effective communications with the deaf or hard of hearing person will occur.
2. The responding police officer or supervisor will contact Sangamon County Combined Dispatch (SCCDS) and ask SCCDS to contact an approved interpreter for a deaf or hard of hearing person.
3. Upon arrival at the scene of the interpreter, the responding police officer will brief the interpreter on the situation, and the message/information that needs to be relayed to the person who is deaf or hard of hearing.
4. When the person who is deaf or hard of hearing requires immediate hospitalization, it is the ambulance driver who "Will notify the hospital emergency room of the need for an interpreter; the hospital will then contact an interpreter.

D. Payment Responsibility

When the use of an interpreter is requested by the responding police officer in order to

provide for effective communications, the Police Department will be responsible for the cost.

Note 1: It is anticipated that Office of Community Relations shall be allocated future funds to pay the interpreter.

Note 2: When the person who is deaf or hard of hearing is sent to the hospital by ambulance, the hospital will be responsible for payment to the interpreter.

Upon the conclusion of the interpreter's service, the responding police officer will complete a requisition form to commence the process to compensate the interpreter.

The requisition form will contain at a minimum

- 1) Name, Address, City, State, Zip Code, Phone number of the interpreter.
- 2) The name of the requesting police officer and supervisor
- 3) The date, time, location, file number of the ca11 for police service
- 4) Approximate cost of the services rendered.
- 5) An invoice or bill from the interpreter (if provided)
- 6) A copy of the police report will be attached to the requisition form.

The completed requisition form will be forwarded for processing through the proper chain of command.

EXHIBIT E

REASONABLE ACCOMMODATION REQUEST PROCEDURES

I. POLICY

It is the policy of the City of Morristown to inform employees and applicants of the right to reasonable accommodations and to provide such accommodations in the most cost effective manner available unless it would impose an "undue hardship".

II. PURPOSE

The purpose of the policy is to ensure that requests for reasonable accommodations are considered in a timely manner and in a way that is consistent with the Americans with Disabilities Act.

III. DEFINITIONS

"Qualified Individual with a Disability" - an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job that such individual holds or desires.

"Reasonable Accommodation" - any modification or adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to participate in the application process or perform essential functions of the job.

"Undue Hardship" - an action requiring significant difficulty or expense.

IV. PROCEDURES

A. An employee must request any and all reasonable accommodations on a "*Request for Reasonable Accommodation Form*". This form can be obtained from the employee's immediate supervisor or the Office of Human Resources. The employee is responsible for adequately responding to all questions on the form. Once completed, the form, along with any medical documentation supporting the request, shall be submitted to the employee's immediate supervisor.

B. The immediate supervisor shall:

1. Grant the request if able to do so without obtaining further authorization. The immediate supervisor shall then indicate on the "*Request for Reasonable Accommodation Form*" that the accommodation has been made and forward the completed form to the ADA Coordinator; OR

2. Make a recommendation to the Division Head regarding the request within five (5) working days of receipt of the completed "*Request for Reasonable*

Accommodation Form" and forward the request directly to the Division Head.

C. The Division Head shall make a recommendation regarding the request within five (5) working days of receipt of the *"Request for Reasonable Accommodation Form"* and shall forward the request directly to the Director.

D. The Director will make the final decision regarding the request within five (5) working days of receipt of the *"Request for Reasonable Accommodation Form"*. A copy of the Director's decision shall be given to the Division Head, immediate Supervisor and ADA Coordinator. The immediate Supervisor shall be responsible for providing the employee with a copy of the response within five (5) working days of receipt of the Director's decision. If the recommendation is to grant the request, the immediate supervisor shall be responsible for the implementation of the request.

E. All reviewers shall consider each request based on the following criteria:

- The relationship between the accommodation and essential functions of the job;
- Necessity;
- Cost effectiveness;
- Undue hardship; and
- Compatibility with existing equipment (where applicable).

V. UNDUE HARDSHIP

Reasonable accommodations do not have to be granted if they impose an undue hardship. However, consideration must be given to whether another accommodation exists that would not result in an undue hardship. Factors to be considered in determining whether a reasonable accommodation request poses an undue hardship include:

- the nature and cost of the accommodation;
- the overall financial resources of the facility , number of employees at such facility and the effect on expenses and resources;
- the overall financial resources and size of the employer, including the number of employees and the number, type and location of its facilities;
- the type of operation including composition, structure and functions of the workforce, geographic separateness and administrative or fiscal interrelationship;
- the impact of the accommodation on business operations.

VI. APPEAL OF DECISION

If the employee wishes to appeal the Director's decision, the employee must file an appeal with the City's ADA Coordinator within ten (10) working days of notification of the decision. The request shall include the reasons for the request for reconsideration and, if appropriate, alternative suggestions for a reasonable accommodation. A decision

shall be made and the employee notified within ten (10) working days of receipt of the appeal.

The decision of the ADA Coordinator constitutes the final administrative action.

VII. EXTENSION OF TIME LIMITS

The time limitations provided in Section IV may be extended if circumstances warrant; e.g., absence of a person needed to make the determination, addition information required, etc. The individual requesting the reasonable accommodation shall be notified if an extension is required and shall be given the date of the extended deadline.

VIII. MEDICAL VERIFICATION

At anytime during the review process, medical documentation may be required to assess the accommodation request. It will be the responsibility of the employee/applicant to provide this information. The medical report(s) must include documentation supporting the need for the specific requested accommodation.

IX. JOB APPLICANTS

This policy shall also apply to applicants for positions with the City of Morristown. Applicants who are requesting a reasonable accommodation to perform the essential functions of the job will also be required to complete the "*Request for Reasonable Accommodation Form*". Applicants may request the "*Request for Reasonable Accommodation Form*" from the Office of Human Resources.

EXHIBIT F

COMPLAINT FORM

Employee (E)_____

Non-employee/citizen(NE)_____

file number date opened date closed_____

complainant notified of findings_____

last name first name_____

address city zip_____

phone number_____

date of birth _____

sex: M/F_____

Filed with: ADA coordinator other(specify)

Location/place where incident/situation occurred
applicable city department involved

Summary of complaint:

Outcome:_____

EXHIBIT G

Emergency Evacuation Plan for People with Disabilities:

1. Some people with disabilities may not want assistance.

In such cases, the fire warden should alert the fire department to their last known location.

2. For those who do want assistance, below are some suggestions:

a) *People who are unable to walk* - If located on an upper floor, the employee may be assisted to a stairwell landing to await evacuation or further instructions by fire department personnel. It is important that the co-worker or "buddy" who is assigned to the person with the disability stay with the person until the emergency is over or insure that the person with the disability is provided with a walkie-talkie, and, is capable of using it.

b) *People who can walk with assistance*: These employees may not be able to travel to a safe area quickly. A co-worker or "buddy" may be designated to assist and accompany the person in descending the stairs in the event additional help is needed, or the individuals may choose to wait in a stairwell for fire department personnel to assist them. It is important to inform the fire department personnel of this decision. Someone should be assigned to stay with this person until the emergency is over, or, insure that the person with the disability is provided with a walkie-talkie and is capable of using it.

c) *Visual Impairment*: Those individuals with poor vision or no vision may not realize the extent or location of an emergency, and may walk into unexpected objects in paths of escape. An employee with a visual impairment can proceed down the stairs with minimal assistance from a sighted coworker. The individual may prefer to hold on to the sighted person's elbow and walk a half-step behind. Someone should follow behind to protect the employee from being pushed down in the event of crowding. It is best if someone remains with the employee until the emergency is terminated.

d) *Deaf or Hard-of-Hearing*: Deaf and hard-of-hearing individuals may not be able to distinguish audible warning alarms or respond to voice communications. They may be able to see a visual alarm; if so, they should be able to evacuate with the other employees. If there is no visual alarm nearby, personal notification in the form of

sign or hand gestures will be necessary. It is especially important that the floor warden check in restrooms, copy rooms, and kitchens in case an alarm may not be seen from that area. To get the attention of deaf or hard-of-hearing employees, flick the room light switch on and off to convey the need to communicate.

Evacuation Procedure for People with Disabilities:

1. The floor warden must know the whereabouts of every person with a disability who is in the work area and know who that person is.
2. Each floor warden shall designate an assistant and an alternative to assist the person with the disability to the secure stairwell.
3. Before leaving the person with the disability and the co-worker/buddy in the area of refuge, the floor warden shall give the person(s) a walkie-talkie set.
4. If the person with disability is capable of operating the walkie-talkie, the coworker/ buddy may choose to proceed out the building to the assigned meeting area.
5. The floor warden shall keep the other walkie-talkie for communication with the person(s) in the area of refuge.
6. The safety supervisor and the floor warden shall descend the stairwell making sure all the doors in the stairwell are closed.
7. The floor warden shall exit the building and shall notify the fire personnel where the persons with disabilities are located in the areas of refuge.

Exhibit H

CITY OF MORRISTOWN OBSTACLE LIST

*Sidewalks: The Morristown Disabilities Commission will be updated on an ongoing (at least annual) basis as budgetary parameters are determined and the specific details/nature of sidewalk projects are identified. A major presentation will be made by the Morristown Department of Public Works regarding sidewalks and curb cuts as a part of the annual ADA Public Hearing. The contents of this presentation will be added as an addendum to this report.

- There were approximately _____ corner curb cuts completed during the construction season from

- There were approximately _____ square feet of sidewalk repair and replacement completed during the construction season from July 1, 2014 to June 30, 2015.

- Public Works expects to complete a minimum of _____ in the construction season of

- Public Works expects to complete a minimum of _____ square feet of sidewalk repair and replacement during the construction season from

***Parks: ADA Improvement Park Areas around Morristown - Currently, the department is planning on budgeting for ADA repairs/upgrades for FY16 (calendar year 2015).

The department continues to research available grants and applies for these grants as they become available.

Exhibit H

ADA Obstacle List -Buildings

Location	Item/ Obstacle List	Review Date	In Compliance	NOT In Compliance	Estimated Compliance Date	Actual Compliance Date
City Center	In compliance					Jan 1 2016
Public Works Bldg	New building					2019
Talley Ward						
Fire Station 1	In compliance					Jan 1 2016
Fire Station 2	In compliance					Jan 1 2016
Fire Station 3	In compliance					Jan 1 2016
Fire Station 4	In compliance					Jan 1 2016
Fire Station 5	In compliance					Jan 1, 2016

Location	Item/ Obstacle List	Review Date	In Compliance	NOT In Compliance	Estimated Compliance Date	Actual Compliance Date
Fire Station 6	In compliance					Jan 1, 2016
Fred Miller Park						
Wayne Hansard Park						
Frank Lorino Park						
Civitan Park						
JayCee Dog Park						
Animal Shelter	New Building					July 1 2017
Rose Center	Inspection to be done				Summer 2017	
Airport	In Compliance					Jan 1, 2016
Farmers Market	In Compliance					August 20, 2015

Exhibit H

ADA Obstacle List –Sidewalks

H-4


Exhibit H

ADA Obstacle List –Sidewalk Ramps

H-5



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.



**ORDINANCE NO. _____
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 11th, 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 18^h day of October, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

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

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
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 appendixes 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 Duct 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. _____,
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) 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.

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 1ST DAY OF NOVEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity⁶) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the recipient (and any subrecipient) considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

Budget Information

Cost Sharing or Matching Requirement

Match Requirement (cash or in-kind)

Federal funds awarded under this program may not cover more than 50 percent of the total costs of the project. Applicants must identify the source of the 50 percent non-federal portion of the total project costs and how they will use match funds. If a successful applicant's proposed match exceeds the required match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit. (Match is restricted to the same uses of funds as allowed for the federal funds.) Applicants may satisfy this match requirement with either cash contributions or in-kind contributions of goods or services that are directly related to the purpose for which the grant was awarded. The formula

⁶ For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2016

Mr. Anthony W. Cox
City of Morristown
100 West First North Street
Morristown, TN 37816

Dear Mr. Cox:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Body-Worn Camera Policy and Implementation Program: Implementation or Expansion of BWC Programs for Mid-Sized Agencies in the amount of \$42,500 for City of Morristown.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stephen Fender, Program Manager at (202) 532-0027; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Karol V. Mason", is positioned above the typed name.

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 26, 2016

Mr. Anthony W. Cox
City of Morristown
100 West First North Street
Morristown, TN 37816

Dear Mr. Cox:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.


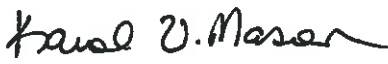
If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Cooperative Agreement		PAGE 1 OF 12
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Morristown 100 West First North Street Morristown, TN 37816		4. AWARD NUMBER: 2016-BC-BX-K072 5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018 6. AWARD DATE 09/26/2016		
2a. GRANTEE IRS/VENDOR NO. 026000369		8. SUPPLEMENT NUMBER 00		7. ACTION Initial
2b. GRANTEE DUNS NO. 079026779		9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Comprehensive Redevelopment of MPD Body-Worn Camera Program		10. AMOUNT OF THIS AWARD \$ 42,500 11. TOTAL AWARD \$ 42,500		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - Body-Worn Camera Program) Pub. L. No. 114-113, 129 Stat 2242, 2308				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.835 - Body Worn Camera Policy and Implementation Program				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anthony W. Cox City Administrator		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B BC 80 00 00 42500		21. RBCUGT1095		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

26. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

27. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
30. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

31. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.



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32. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-BC-BX-K072 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
35. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
36. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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37. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:


- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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PROJECT NUMBER 2016-BC-BX-K072		AWARD DATE 09/26/2016	
<i>SPECIAL CONDITIONS</i>			
<p>38. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.</p> <p>39. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.</p> <p>40. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required Bureau of Justice Assistance (BJA) conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until BJA and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this Special Condition.</p>			



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File


From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Morristown

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2016-BC-BX-K072			
This project is supported under FY16(BJA - Body-Worn Camera Program) Pub. L. No. 114-113, 129 Stat 2242, 2308				
1. STAFF CONTACT (Name & telephone number) Stephen Fender (202) 532-0027		2. PROJECT DIRECTOR (Name, address & telephone number) Michelle Jones Major 100 West First North Street PO Box 1283 Morristown, TN 37816 (423) 585-4633		
3a. TITLE OF THE PROGRAM BJA FY 16 Body-Worn Camera Policy and Implementation Program: Implementation or Expansion of BWC Programs for Mid-Sized Agencies			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Comprehensive Redevelopment of MPD Body-Worn Camera Program				
5. NAME & ADDRESS OF GRANTEE City of Morristown 100 West First North Street Morristown, TN 37816		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2016 TO: 09/30/2018		8. BUDGET PERIOD FROM: 10/01/2016 TO: 09/30/2018		
9. AMOUNT OF AWARD \$ 42,500		10. DATE OF AWARD 09/26/2016		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) <p>The Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee.</p> <p>The BWC PIP, funded under the 2016 Department of Justice Appropriations Act (P.L. 114-113), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is help agencies develop, implement, and evaluate a BWC program as one tool in a law</p>				

enforcement agency's comprehensive problem solving approach to enhance officer interactions with the public and build community trust. Elements of such an approach include; Implementation of a BWC program developed in a planned and phased approach; Collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations; Implementation of appropriate privacy policies; Implementation of operational procedures and tracking mechanisms; Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME); Adoption of practices and deployment of BWC programs appropriately addressing operational requirements.

CA/NCF

Debra Stamey

From: James Whitbeck
Sent: Monday, October 10, 2016 2:30 PM
To: Tony Cox
Cc: Debra Stamey; Michael Poteet; Paul Brown; Larry Clark; Joey Barnard
Subject: Proposed Item for Next Council Agenda
Attachments: 2012-19 Change Order #1.pdf

I would like to request the following item be added to the next Council agenda. I have attached the proposed Change Order for reference.

The consultant has the original. I will forward it to Debbie for the Mayor's signature when I receive it.

Proposed Caption:

Change Order # 1 to increase contract with Whaley & Sons by \$6,712.65 (from \$93,715.00 to \$100,427.65) for the Safe Route to Schools project to add handrail and upgrade old sign equipment.

Thank you,

Jim Whitbeck, P.E.
City of Morristown
(423) 353-1055 direct
(423) 585-4658 main



Bond No. CBB 45163

Local Government Guidelines Form 8-30
March 1, 2016**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini: Lincoln Heights Safe Routes to School
Owner: City of Morristown PIN: 118144
Address: 100 W. First North Street State Project No.: 32LPLM-F3-043
Morristown, Tennessee 37814 Federal Project No.: SRTS-9113(19)
Date Prepared: 8/26/2016 Contract No.: 120294
County: Hamblen

Whereas, we Whaley & Sons, Inc. with National American Insurance Company, as a Surety, entered into a contract with The City of Morristown Tennessee, on May 23, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add materials to enable overhead school signs to flash. Old signs would not work with old equipment so the new signs were updated per standard TDOT drawing T-SG-13. Add handrail at sidewalk where it comes near endwall due to grade drop off.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 60 days (Date: July 25, 2016)

Approved Change Orders: 0

Current Change Order: 6712.65

Contract Completion Time with Change Orders: 60 days (Date: July 25, 2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
604- 20.11	HandRails		15 L/F	N/A	N/A	\$181.15	\$2722.65
730- 01.08	Electric		2	N/A	N/A	\$1995.00	\$3990.00
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$93715.00

Current Change Order: \$6712.65

Approved Change Orders: \$0

Page 1 of 2

Pending Change Orders: \$3,12.65
Total Change Orders to Date: \$0

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Territory:	Lincoln Heights Safe Routes to School	PIN:	118144
Owner:	City of Morristown	State Project No:	32LPLM-F3-043
Address:	100 W. First North Street Morristown, Tennessee 37814	Federal Project No:	SRTS-9113(19)
Date Prepared:	8/26/2016	Contract No.:	120294
		County:	Hamblen

Now Therefore, We, Whaley & Sons, Inc., Contractors and National American Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: [Signature] Date: _____
Engineer/CEI

Approved for
Eligibility:

By: [Signature] Date: _____
Local Programs Planner

Approved By:

By: [Signature] Whaley & Sons, Inc. Date: 9-2-2016
Contractor

National American Insurance Company

By: [Signature] Date: 9/2/2016
Surety Pamela D. Puskarich, Attorney-in-Fact

By: _____ Date: _____
Owner

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB46260

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Craig M. Whitlow; Lisa K. Wilson; Pamela D. Puskarich; Mary Beth Milling; Nancy Nemec;
Tiffany Gobich; Tammy Masterson; Liz Ohl; S. Kelsey Freytag;
Stella Adams; Mark Nelson, Odelene Rowland, Sarah Anderson

its true and lawful attorney(-)in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



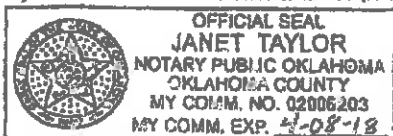
NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 28th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 08, 2018
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated this Second day of September, 2016



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary



Whaley & Sons, Inc.

Address: 3909 Snyder Rd Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0035

[Website](#) - [Facebook](#) - [LinkedIn](#) - [YouTube](#)

Date: 8/26/2016

Submitted To: Ken Hawkins – Smith Seckman Reid, inc.

Project: Lincoln Heights Safe Routes to School

Change Order Request:

Whaley & Sons, Inc. proposes to do the following change order work:

Item No.	Description	Quantity	Unit	Amount	Total
1	Safety Handrail	15	LF	\$181.51	\$2,722.65

Base Price:

For the construction required to complete the work, in accordance with the contract documents, Whaley & Sons, inc. submit the following lump sum price of: \$2,722.65

Two Thousand Seven Hundred and Twenty-Two Dollars and Sixty-Five Cents

Scope of Work:

- Install 15 LF of safety handrail based off of standard sheet number S-BPR-1
- Cost includes field measuring, shop drawings, materials, fabrication, one coat of primer, one coat black paint and installation. Cost also included delivery fee.

Notes

- After dimensions have been field verified, it will take 1-2 weeks to fabricate before installation.

Submitted by:

Name of Contractor: Whaley & Sons, Inc.

Authorized Representative: Colton Madison

Name Typed: Colton Madison

Title: Project Manager

Acceptance of Proposal: The above price, clarifications and conditions are satisfactory and are hereby accepted. Whaley & Sons, inc. is authorized to perform the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Colton Madison

From: Jordan Roth <jjroth@qmwkx.com>
Sent: Wednesday, July 27, 2016 9:19 AM
To: Ricky A. Roth
Cc: Colton Madison
Subject: RE: Quote

Good Morning Colton,

The price for the guardrail is as follows:

- 15 Lf. of Guardrail - \$1,275.00 plus sales tax (Includes field measuring, shop drawings, materials, fabrication, and one shop coat of primer)
- Add for installation - \$1,200.00 *ADD TO PAINT BLACK AS FINISH*

Please note that I've not included delivery in the fabrication only number. Feel free to give me a call with any questions. 865-389-3655.

Best,

Jordan Roth
jjroth@qmwkx.com

Knoxville, TN
(865) 524-2162
www.qmwkx.com

From: Ricky A. Roth
Sent: Tuesday, July 26, 2016 3:29 PM
To: Jordan Roth <jjroth@qmwkx.com>
Subject: FW: Quote

See attached and below. Whaley is an excavation contractor that is also working on the Sacred Heart job. They asked me at the meeting today if we did handrail and needed a price. Will you price it for them?

Ricky A. Roth
Project Coordinator
Quality Machine & Welding Co., Inc.
Office: 865-524-2162
Fax: 524-1830
Cell: 865-389-3772
www.qmwkx.com

Ken,

The report will not download or print like I want it to so below is your information:

312 LF

Only 1 entry for the last 5 years with 5 bids
For 312 LF

Bid 1: \$218.24

Bid 2: \$288.00 - High

Bid 3: \$250.00

Bid 4: \$160.00 - Low

Bid 5: \$258.95

STEEL PAINTED HANDRAIL

Weighted average: \$235.04

Hope this works for you.





Whaley & Sons, Inc.

Address: 3909 Snyder Rd Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0095

Website - Facebook - LinkedIn - YouTube

Date: 8/26/2016

Submitted To: Ken Hawkins – Smith Geckman Reid, Inc.

Project: Lincoln Heights Safe Routes to School

Change Order Request:

Whaley & Sons, Inc. proposes to do the following change order work:

Item No.	Description	Quantity	Unit	\$/Unit	Total
1	Control Cabinets	2	EA	\$1,995.00	\$1,995.00

Base Price:

For the construction required to complete the work, in accordance with the contract documents, Whaley & Sons, Inc. submit the following lump sum price of: \$3,990.00

Three Thousand Nine Hundred and Ninety Dollars and No Cents

Scope of Work:

- Assembly will include control cabinet with time clocks
- New electric service
- Conduit riser for control cable
- Control cable to sign

Notes

- The complete scope of work will take two days to complete once material is received.

Submitted by:

Name of Contractor: Whaley & Sons, Inc.

Authorized Representative: Colton Madison

Name Typed: Colton Madison

Title: Project Manager

Acceptance of Proposal: The above price, clarifications and conditions are satisfactory, and are hereby accepted. Whaley & Sons, Inc. is authorized to perform the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Ken Hawkins

From: Colton Madison <cmadison@whaleyandsons.com>
Sent: Tuesday, July 26, 2016 4:32 PM
To: Ken Hawkins
Subject: Fwd: Lincoln Street Safer Schools Project

See below.

Colton Madison
Whaley & Sons, Inc.
Project Manager
Phone: 865-932-0003
Cell: 865-891-0478
Email: cmadison@whaleyandsons.com

Begin forwarded message:

From: Bill Medley <billmedley@progressionelectric.com>
Date: July 26, 2016 at 9:38:19 AM EDT
To: 'Colton Madison' <cmadison@whaleyandsons.com>
Subject: Lincoln Street Safer Schools Project

Colton,

The cost, installed, for 2 flashing school zone signs is shown below.

Control cabinet with Time Clock: \$ 1125.00 each
New Electric Service: \$550.00 each
Conduit riser for control cable: \$ 175.00 each
Control cable to sign: \$50.00 each

Total cost per sign: \$1900.00. Grand total: \$3800.00

The factory can build the control cabinets and get them shipped by Monday, if we get approval today.

Please let me know if there are any questions.

It would take us 2 days to complete install after the cabinet arrive.

Thanks,

Bill Medley

Vice President
Progression Electric
(865) 971-5432 Office
(865) 705-2984 Cell

Ken Hawkins

From: Colton Madison <cmadison@whaleyandsons.com>
Sent: Friday, August 26, 2016 10:35 AM
To: Ken Hawkins
Cc: Zachary.Dufour@kimley-horn.com; Michael Eades
Subject: RE: COR #1 and #2
Attachments: Lincoln Heights COR #1 Rev.pdf; Lincoln Heights COR #2 Rev.pdf

Ken,

Attached are the revised change order proposals marked up only 5%. Let me know if you have any questions.

Thanks,
Colton Madison
Whaley & Sons, Inc.
Project Manager
Phone: 865-932-0002
Cell: 865-801-0478
Fax: 865-932-0035
Email: cmadison@whaleyandsons.com



From: Ken Hawkins [<mailto:khawkins@ssr-inc.com>]
Sent: Friday, August 26, 2016 8:56 AM
To: Colton Madison <cmadison@whaleyandsons.com>
Cc: Zachary.Dufour@kimley-horn.com; Michael Eades <meades@ssr-inc.com>
Subject: COR #1 and #2

Colton,

Attached is an excerpt from the Tennessee Standard Specifications for Road and Bridges regarding the change order requests you provided. Please review the allowable percentage for subcontractor changes and revise accordingly. Specifically the mark up on subcontractor pricing which is allowed to be marked up 5% for administrative costs.

Also on the change request for handrail, it only shows a shop coat of primer applied. As we discussed the color is to be black as the finished color. Please make that a part of the handrail change.

If you have any questions please let me know.

Ken Hawkins
khawkins@ssr-inc.com

EXCERPT FROM TENNESSEE
D. D. T. SPECIFICATION BOOK -
REFERENCED BY CONTRACT

109.04

B. Negotiated Prices

If the Engineer and the Contractor cannot agree on a revised price in accordance with 109.04.A, both shall attempt to negotiate new unit or lump sum prices before the revised work is performed. With negotiated prices, the Contractor must substantiate that the proposed prices are comparable to prices that would have resulted from a competitively bid contract. The basis for pricing may include:

1. Original Contract bid prices adjusted for increased or decreased material, equipment, or labor costs in accordance with 109.04.C.
2. A bid item history exists for the revised work, and the proposed bid price is within 10% of the Regional 7-year historic cost for that item.
3. For work in unusual circumstances or with unusual site conditions, the average bid price for the three lowest bidders in the tabulation of bids for that work. If less than three bids are received, this option will not be used.
4. A cost analysis of the Contractor's detailed estimate of labor, equipment, materials, and markups in accordance with 109.04.C to determine the reasonableness of costs.

Upon a Change Order is accepted covering the revised work, the Contractor shall make payment in accordance with the terms of the contract. Payment for work shall not exceed 10% of the original contract price. When a Change Order is awarded to the Contractor, the Contractor shall submit a detailed estimate of the work, including a list of materials, labor, equipment, and markups. The Department shall review the estimate and may adjust the price of the work as part of the revised work by force account.

C. Force Account

When the Engineer directs the Contractor to perform work by force account, the Contractor shall be compensated in the manner described hereinafter. Submit a plan of operation for how force account work will be performed including a work schedule, estimated size of the work crew, an equipment list, and anticipated materials. The Department will



Whaley & Sons, Inc.

Address: 3909 Snyder Rd Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0035

Website: [Facebook](#) - [LinkedIn](#) - [YouTube](#)

VOID

Date: 7/27/2016

Submitted To: Ken Hawkins - Smith Seckman Reid, Inc.

Project: Lincoln Heights Safe Routes to School

Change Order Request:

Whaley & Sons, Inc. proposes to do the following change order work:

Item No.	Description	Quantity	Unit	\$/Unit	Total
1	Safety Handrail	15	LF	\$248.00	\$3,720.00

Base Price:

For the construction required to complete the work, in accordance with the contract documents, Whaley & Sons, Inc submit the following lump sum price of: \$3,720.00

Three Thousand Seven Hundred Twenty Dollars and No Cents

Scope of Work:

- Install 15 LF of safety handrail based off of standard sheet number S-BPR-1
- Cost includes field measuring, shop drawings, materials, fabrication, one shop coat of primer and installation. Cost also included delivery fee.

Notes

- After dimensions have been field verified, it will take 1-2 weeks to fabricate before installation.

Submitted by:

Name of Contractor: Whaley & Sons, Inc.

Authorized Representative: Colton Madison

Name Typed: Colton Madison

Title: Project Manager

Acceptance of Proposal: The above price, clarifications and conditions are satisfactory and are hereby accepted. Whaley & Sons, Inc. is authorized to perform the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____



Whaley & Sons, Inc.

Address: 3909 Snyder Rd Kodak, TN 37764

Phone: (865) 932-0003

Fax: (865) 932-0035

[Website](#) - [Facebook](#) - [LinkedIn](#) - [YouTube](#)

VOID

Date: 7/26/2016

Submitted To: Ken Hawkins -- Smith Seckman Reid, Inc.

Project: Lincoln Heights Safe Routes to School

Change Order Request:

Whaley & Sons, Inc. proposes to do the following change order work:

Item No.	Description	Quantity	Unit	\$/Unit	Total
1	Control Cabinets	2	EA	\$2,575.00	\$5,150.00

Base Price:

For the construction required to complete the work, in accordance with the contract documents, Whaley & Sons, Inc. submit the following lump sum price of: \$5,150.00

Five Thousand One Hundred and Fifty Dollars and No Cents

Scope of Work:

- Assembly will include control cabinet with time clocks
- New electric service
- Conduit riser for control cable
- Control cable to sign

Notes

- The complete scope of work will take two days to complete once material is received.

Submitted by:

Name of Contractor: Whaley & Sons, Inc.

Authorized Representative: Colton Madison

Name Typed: Colton Madison

Title: Project Manager

Acceptance of Proposal: The above price, clarifications and conditions are satisfactory and are hereby accepted. Whaley & Sons, Inc. is authorized to perform the work as specified. Payments will be made as outlined above

Signature: _____

Date: _____

[illegible]

Ken Hawkins

From: Ken Hawkins
Sent: Thursday, August 25, 2016 11:07 AM
To: 'Colton Madison'
Cc: 'Zachary Dufour@kimley-horn.com'; Michael Eades
Subject: RE: Lincoln Heights

I am reviewing the project and think that you are on track. Our 12% cost reduction is 35% and have resolution for Lincoln.

Ken Hawkins
D. 865-800-9600
C. 865-803-7000

E. khawkins@ssr-inc.com



From: Colton Madison [<mailto:cmadison@whaleyandsons.com>]
Sent: Thursday, August 25, 2016 10:57 AM
To: Ken Hawkins <khawkins@ssr-inc.com>
Subject: Lincoln Heights

Ken,

See attached Progression Electric's certified payroll, and our attestation for Lincoln Heights. Has there been a final decision made on the overhead flashing lights?

Thanks,

Colton Madison
Whaley & Sons, Inc.
Project Manager
Phone: 865-932-0003
Cell: 865-801-0478
Fax: 865-932-0035
Email: cmadison@whaleyandsons.com



Debra Stamey

From: James Whitbeck
Sent: Monday, October 10, 2016 2:17 PM
To: Tony Cox
Cc: Debra Stamey; Michael Poteet; Paul Brown
Subject: Proposed Item for Next Council Agenda
Attachments: 2009-59G Change Order 2.pdf

I would like to request the following item be added to the next Council agenda.

I have attached the proposed Change Order for reference. I have mailed the original to Jefferson City to be executed. I'll forward the original to Debbie for the Mayor to sign when I receive it back.

Proposed Caption:

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. The project is being managed by the City of Morristown, with all costs being reimbursed by Jefferson City.

Thank you,

Jim Whitbeck, P.E.
City of Morristown
(423) 353-1055 direct
(423) 585-4658 main

Bond No. 106426281

Supplemental Agreement and/or Request for Construction Change Change Order Request # 2

Project Title/Termini: LED Replacements at 7 intersections on SR-34 from SR-92 to Odyssey Rd.

Owner: City of Jefferson City PIN: 112586.00

Address: 112 City Center Drive State Project No.: 45LPLM-F3-024

Jefferson City, TN 37780 Federal Project No.: STP-M-34(77)

Date Prepared: 7/15/2016 Contract No.: CNV912

County: Jefferson

Travelers Casualty and Surety Company of America

Whereas, we Progression Electric, Inc. with Travelers Insurance Co. as a Surety, entered into a contract with City of Jefferson City, on March 12, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

report final quantities via summary change order.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

 Original contraction Completion Time: 90 days (Date: 1/31/2016)

 Approved Change Orders: 1

 Current Change Order: 2

 Contract Completion Time with Change Orders: 90 days (Date: 7/06/2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
712-06	SIGNS (CONSTRUCTION)	SF	488	256	-232	\$16.34	\$(3790.88)
712-08.03	ARROW BOARD (TYPE C)	EA	1	0	-1	\$4734.80	\$(4734.80)
730-02.41	SIGNAL HEAD MODIFICATION (TYPE 130 LED RETROFIT)	EA	43	50	+7	\$229.56	\$1606.92
730-02.42	SIGNAL HEAD MODIFICATION (TYPE 130 A2 LED RETROFIT)	EA	11	3	-8	\$232.34	\$(1858.72)
730-02.44	SIGNAL HEAD MODIFICATION	EA	15	14	-1	\$367.31	\$(367.31)

(TYPE 150 LED RETROFIT)						
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Bid Contract Amount: \$43,704.14
 Current Change Order: \$(9144.79)
 Approved Change Orders: \$0
 Pending Change Orders: \$0
 Total Change Orders to Date: \$(9144.79)

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 2**

Project Title/Termini:	LED Replacements at 7 intersections on SR-34 from SR-92 to Odyssey Rd.		
Owner:	City of Jefferson City	PIN:	112586.00
Address:	112 City Center Drive	State Project No.:	45LPLM-F3-024
	Jefferson City, TN 37760	Federal Project No.:	STP-M-34(77)
Date Prepared:	7/15/2016	Contract No.:	CNV912
		County:	Jefferson

Now, Therefore, We, Progression Electric, Inc., Contractors, and Travelers Insurance Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: *[Signature]* 7/15/16
 Engineer/CEI Date

Approved By:

By: *Billy D. Mulley* 8-4-16
 Contractor Date

By: *Catherine L. McMillan* 8/1/2016
 Surety *Travelers Casualty and Surety Company of America* Date
Catherine L. McMillan, Attorney In-Fact

By:	Owner	Date	Owner	Date
	Morristown		Jefferson City	



Approved for Eligibility:

By:  7-15-16
Local Programs Planner Date

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 231125

Certificate No. 006901912

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tom H. McCarley, III, Catherine L. McMillan, Marilyn S. Spoon, and Melissa Yardley

of the City of Knoxville, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of July, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

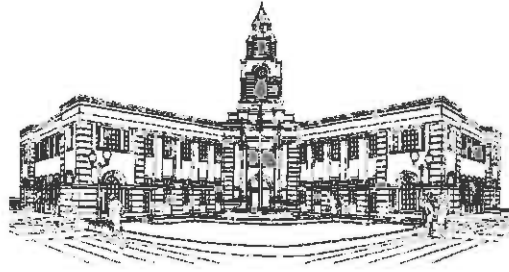
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1ST day of August, 20 16


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Morristown City Council Agenda Item Summary

Date: October 10, 2016

Agenda Item: Approval of Bid- Desktop Computer Bid

Prepared by: Joey Barnard

Subject: Desktop Computer Bid

Background/History: Certain City employees utilize a desktop computer rather than a laptop to perform tasks essential to their jobs. The City of Morristown ensures that the number of machines (desktop/laptop) are assigned according to the employees essential duties and minimizes the number of employees that rely on a both a desktop and a laptop. It occasionally becomes necessary to update outdated or inefficient machines.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 22, 2016 and on September 29, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Wednesday, October 5, 2016. We received four responses.

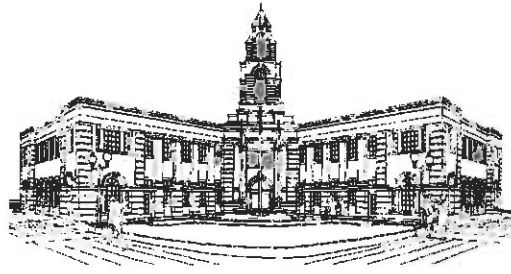
Financial Impact: In the 16-17 budget, \$15,000 is appropriated for the replacement of antiquated or unrepairable computers. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by CDW Government, LLC.

Attachments: Copy of the Bid Tabulation

City of Morristown
 Desktop Computer Bid Tabulation
 Wednesday, October 5, 2016 10:00 a.m.

Bidder	Make and Model	Unit Price
Aprisa	Dell Optiplex 5040SFF	\$738.00
ByteSpeed	ByteSpeed Q170	\$815.00
RCN Technologies	Dell Optiplex	\$798.99
CDW	Dell Optiplex 5040	\$727.58



Morristown City Council Agenda Item Summary

Date: October 11, 2016

Agenda Item: Approval of Bid- Laptop Computer Bid

Prepared by: Joey Barnard

Subject: Laptop Computer Bid

Background/History: It has become increasingly necessary to convert to laptop computers to reduce the amount of users relying on both desktop and laptop machines. Integrating laptops will give City employees the opportunity to be more efficient and productive.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 22, 2016 and on September 29, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 11:00 AM on Wednesday, October 5, 2016. We received one response.

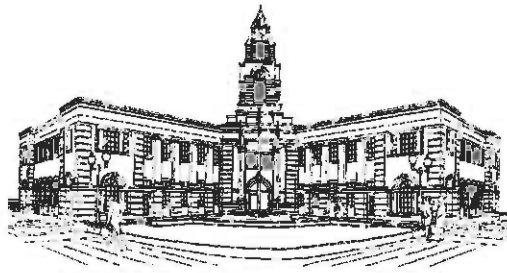
Financial Impact: In the 16-17 budget, \$15,000 is appropriated for the replacement of antiquated or unrepairable computers. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff. Converting to laptop computers will reduce the number of employees relying on both a desktop and laptop machine and in turn save taxpayer dollars.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by RCN Technologies.

Attachments: Copy of the Bid Tabulation

City of Morristown
Laptop Computer Bid Tabulation
Wednesday, October 5, 2016 11:00 a.m.

Bidder	Make and Model	Unit Price
RCN Technologies	Dell Latitude E5470H	\$1,299.99



Morristown City Council Agenda Item Summary

Date: October 10, 2016

Agenda Item: Approval of Bid- Large Format Copier/Scanner Bid

Prepared by: Joey Barnard

Subject: Large Format Copier/Scanner Bid

Background/History: The City of Morristown Planning, Engineering and GIS Departments are currently in need of an updated and more efficient large format copier/scanner. The City utilizes a large format copier/scanner to print and scan development and engineering plans and maps for a variety of departments. The current large format copier/scanner is outdated and the cost for maintaining it is not cost effective.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 22, 2016 and on September 29, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Friday, October 7, 2016. We received six responses.

Financial Impact: In the 16-17 budget, \$20,000 is appropriated for the replacement of the current large format copier/scanner. This machine meets the specifications recommended by IT and planning staff.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by NovaCopy, Inc.

Attachments: Copy of the Bid Tabulation

City of Morristown
Large Format Copier/Scanner Bid Tabulation
Friday, October 7, 2016 10:00 a.m.

Bidder	Make and Model	Unit Price
NovaCopy	Canon iPF840 MFP	\$8,770.50
NovaCopy (alternate)	Canon iPF850 MFP	\$10,073.50
Dex Imaging	Canon iPF840 MFP	\$9,985.00
Arc Document Solutions	Canon iPF840 MFP	
Canon	Canon iPF840	\$9,782.00
ThermoCopy	HP Designjet Z5400ps MFP	\$9,236.25

**CITY OF MORRISTOWN****PURCHASING DIRECTOR**

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2017

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**17001031-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL

COLUMBIA, TN 38401

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400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 17001192		Delivery Reference/Contact CASEY CUMMINGS																																	
Date Ordered 10/07/16		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 43160																															
<table><thead><tr><th>Item#</th><th>Description/Part No.</th><th>Qty/Unit</th><th>Cost Each</th><th>Extended Price</th></tr></thead><tbody><tr><td>001</td><td>ORIGINAL DODGE 5500 REG CAB CHASSIS 4X4 SWC 209 - PER QUOTE QWPQ3112-B DIESEL ENGINE WITH AUTOMATIC TRANSMISSION 6.7L CUMMINS TURBO DIESEL ENGINE 6-SPEED AUTO HD TRANS 43160-971</td><td>1.00 EACH</td><td>41296.00000</td><td>41,296.00</td></tr><tr><td>002</td><td>POWER AND REMOTE ENTRY GROUP 43160-971</td><td>1.00 EACH</td><td>850.00000</td><td>850.00</td></tr><tr><td>003</td><td>ALL TRACTION TIRES 225/70R19.5G 43160-971</td><td>1.00 EACH</td><td>250.00000</td><td>250.00</td></tr><tr><td>004</td><td>HEAVY DUTY SNOW PLOW PREP GROUP HEAVY DUTY FRONT SUSPENSION GROUP TRANSFER CASE SKID PLATE SHIELD 220 AMP ALTERNATOR 43160-971</td><td>1.00 EACH</td><td>250.00000</td><td>250.00</td></tr><tr><td>005</td><td></td><td>1.00 EACH</td><td>125.00000</td><td>125.00</td></tr></tbody></table>										Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	001	ORIGINAL DODGE 5500 REG CAB CHASSIS 4X4 SWC 209 - PER QUOTE QWPQ3112-B DIESEL ENGINE WITH AUTOMATIC TRANSMISSION 6.7L CUMMINS TURBO DIESEL ENGINE 6-SPEED AUTO HD TRANS 43160-971	1.00 EACH	41296.00000	41,296.00	002	POWER AND REMOTE ENTRY GROUP 43160-971	1.00 EACH	850.00000	850.00	003	ALL TRACTION TIRES 225/70R19.5G 43160-971	1.00 EACH	250.00000	250.00	004	HEAVY DUTY SNOW PLOW PREP GROUP HEAVY DUTY FRONT SUSPENSION GROUP TRANSFER CASE SKID PLATE SHIELD 220 AMP ALTERNATOR 43160-971	1.00 EACH	250.00000	250.00	005		1.00 EACH	125.00000	125.00
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The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Return to Agenda Date

**CITY OF MORRISTOWN****PURCHASING DIRECTOR**

P.O. Box 1489

Morristown, TN 37816-0647

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

Purchase Order

Fiscal Year 2017

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERSPurchase Order # **17001031-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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106 S. JAMES CAMPBELL

COLUMBIA, TN 38401

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o**City of Morristown
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911		17001192	CASEY CUMMINGS	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
10/07/16	006927				43160	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
006	COLD WEATHER GROUP ENGINE BLOCK HEATER WINTER FRONT GRILLE COVER 43160-971			125.00 1.00 EACH	445.00000	445.00
007	AMBULANCE PREP GROUP VOLTAGE MONITORING AUTO IDLE UP SYS UPFITTER ELECTRONIC MODULE 220 AMP ALTERNATOR 43160-971			445.00 1.00 EACH	295.00000	295.00
008	POWER TAKE OFF PREP HARD WIRED REMOTE START SPLIT SHAFT CAPABILITY POWER TAKE OFF 43160-971			295.00 1.00 EACH	350.00000	350.00
009	MRU-BLACK TUBULAR SIDE STEPS 43160-971			350.00 1.00 EACH	350.00000	350.00
010	FULL SIZE SPARE TIRE 43160-971			350.00 1.00 EACH	295.00000	295.00
	TRAILER BRAKE CONTROL					

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

Authorized Signature

Return to Agenda Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2017

Page 3

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COLUMBIA, TN 38401

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Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 17001192		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 10/07/16		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 43160	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
011	43160-971				295.00				
					1.00	0.00000		0.00	
					EACH				
	BIO DIESEL CAPABILITY								
	POWER WINDOWS								
	POWER LOCKS								
012	43160-971				.00				
					1.00	0.00000		0.00	
					EACH				
	BRIGHT WHITE CLEAR COAT								
013	43160-971				.00				
					1.00	35263.04000		35,263.04	
					EACH				
	F&I EQUIPMENT								
	WESTERN STRIKER HOPPER SPREADER								
	9' ULTRAMOUNT PRO PLUS								
	HYDRAULICS BY FORCEAMERICA								
	DUMP BODY 100USD9 108X18X24 CAB								
	GUARD DIRECT MOUNT HOIST								
	ICC/REC WITH 7-POLE								
	43160-971				35,263.04				
						PO Total		79,769.04	

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

Authorized Signature

Return to Agenda Date

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of September, 2016, by and between Frauenschuh Hospitality Group of TN, LLC 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 See attached Warranty Deed
034P B 002.00 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1164 Page 457, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Dairy Queen Special Pollution Abatement Plan
(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 permission 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 one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) 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 one hundred fifty percent (150%) 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 interests.

WITNESS the following signatures and seals:

Frauenshuh Hospitality Group of TN, LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]

Matthew D. Frauenshuh
(Type Name)

Manager
(Type Title)

State of Minnesota

County of Hennepin

The foregoing Agreement was acknowledged before me this 15 day of Sept, 20 16

by Matthew D. Frauenshuh

[Signature]
Notary Public

My Commission Expires Jan 31 2021



Approved as to form:

[Signature] 10-6-16
City of _____ Date



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT TO FILL THE REMAINING TERM ON
PARKS AND RECREATION ADVISORY BOARD.

DATE: October 14, 2016

Mr. Bill Hooks recently passed away and his position on the Parks & Recreation Advisory Board needs to be filled.

This is a City Council appointment for the remainder of the term held by Mr. Hooks, scheduled for the October 18, 2016, City Council meeting; term expiring June 1, 2019.