

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

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
October 19, 2021
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 5, 2021

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3697
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached Exhibit A. (25E/Dalton Ford Road).

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 12-22
Resolution adopting a Plan of Services for the annexation of properties identified as Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 and located to the east of Noes Chapel Road the general location being shown on Exhibit A.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to Annex Certain Territory and to incorporate same within the Corporate Boundaries of the City of Morristown Tennessee. Annexation of properties located east of Noes Chapel Road having the Hamblen County Tax Parcel ID #s: 032024 10600 and 032024 13003 the Zoning Designation of High-Density Residential District, R3, the general location being shown on Exhibit A.
{Public Hearing Date November 2, 2021}

9-c. Awarding of Bids/Contracts

1. Approval to declare two properties that were acquired from the September 29, 2020 Tax Sale as surplus.
2. Approval of PO 22000884 to Stowers Machinery Corporation for the Preventative Maintenance of Generators - Annual Renewal for Fiscal Year 2022 in the amount of \$15,208.95.
3. Approval to add locations to the current mowing contract with Tennessee Turf Masters, LLC for a total amount of \$24,200.
4. Approval to accept the proposal from Gale A. Meeker Photography LLC for Parks and Recreation Dept. Athletic Team Picture Rights and to allow Tony Cox, City Administrator to enter into a contract.
5. Approval to purchase engine software and extended warranty plan for three garbage trucks from the Peterbilt Store in the total amount of \$20,230.
6. MBI Amendment No. 1 for the Redesign and Rebid of Security Gate Access Card Reader System for Morristown Regional Airport in the amount of \$22,704.
7. Approval of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) Federal Fiscal Year 2022-2023 Contract for the Tennessee Department of Transportation Consolidated Planning Grant (CPG).

8. Approval of repairs from West Hills Tractor, Inc. for a 2012 New Holland Tractor in the estimated amount of \$12,264.25.

9-d. Board/Commission Appointments

9-e. New Issues

1. Council consideration of Christmas Holiday schedule.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
Post-Meeting Work Session
October 19, 2021**

1. No Scheduled Work Session

City Council Meeting/Holiday Schedule.

October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 22, 2021	Friday	9:00 a.m.	City Council Work Session – P.W. Facility 4360 Durham Landing
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Employee's Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24, 2021	Friday		City Center Closed – Observance of Christmas Day
December 31, 2021	Friday		City Center Closed – Observance of New Year's Day
January 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 17, 2022	Monday		City Center Closed – Observance of Martin Luther King Day
January 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

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

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m. with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

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

Councilmember A'Hearn made a motion to approve the September 21, 2021 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney recognized the Chamber of Commerce Leadership Morristown 2021 Class and welcomed them to the City Council Meeting.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Tony Strazzullo spoke.

A Public Hearing was held relating to Ordinance No. 3696. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3696 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3696

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 034H I 019.00 from IB (Intermediate Business) to R2 (Medium Density Residential District), the general location being shown on Exhibit A. (Main Street).

Councilmember Bivens made a motion to postpone the Public Hearing and second and final reading of Ordinance No. 3697 to the October 19, 2021 City Council meeting. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3697

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on Exhibit A. (25E/Dalton Ford Road).

Councilmember Senter made a motion to approve Resolution No. 10-22. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 10-22

Being a Resolution of the City Council of Morristown, Amending "Section IV Employment, 5 Residency" of The City of Morristown Employee Handbook.

Councilmember Senter made a motion to approve Resolution No. 11-22 appointing Eric Harrison as Substitute Judge. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 11-22

Being a Resolution of the City Council of the City of Morristown, Tennessee amending Resolution 12-21 Specifying Municipal Court Procedures Section 2. Substitute Municipal Judge.

Councilmember A'Hearn made a motion to approve to accept the recommendation from BurWil Construction Company and Sports Facilities Companies and award the best and lowest bid to Major Display Alternate Bid in the amount \$38,928 for Scoreboard for Morristown Landing. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve of Change Order No. 1 to increase the contract amount by \$8,000 and Change Order No. 2 to increase project completion by 45 days for the West Andrew Johnson Highway, from North Fairmont Avenue to West Morris Blvd. Project. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve of Tree Trimming and Removal Request for Proposal to Arbor Excel, LLC as the City's Tree Trimming vendor, and to allow Tony Cox, City Administrator to enter into contract with Arbor Excel, LLC based on the terms presented in their response. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve PO # 22000759 to BST Fire Apparatus, LLC for the repair of Fire Truck, unit # 479, in the amount of \$10,337.23. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve PO# 22000801 to Temple for the purchase of traffic signal pole cabinets in the amount of \$13,730. This is a sole source purchase. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve of the contract with Tennessee Department of Transportation for the Fiscal Year 2022 FAA Airports Coronavirus Response Grant Program (ACRGP) in the amount \$23,000. Funds to be used for ongoing and routine maintenance. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to appoint or re-appoint Joel Hice to the Civil Service Board for a three (3) year term expiring October 1, 2024. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

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

Mayor Gary Chesney adjourned the October 5, 2021 Morristown City Council meeting at 5:39 p.m.

Mayor


Attest:

City Administrator

The City of Morristown

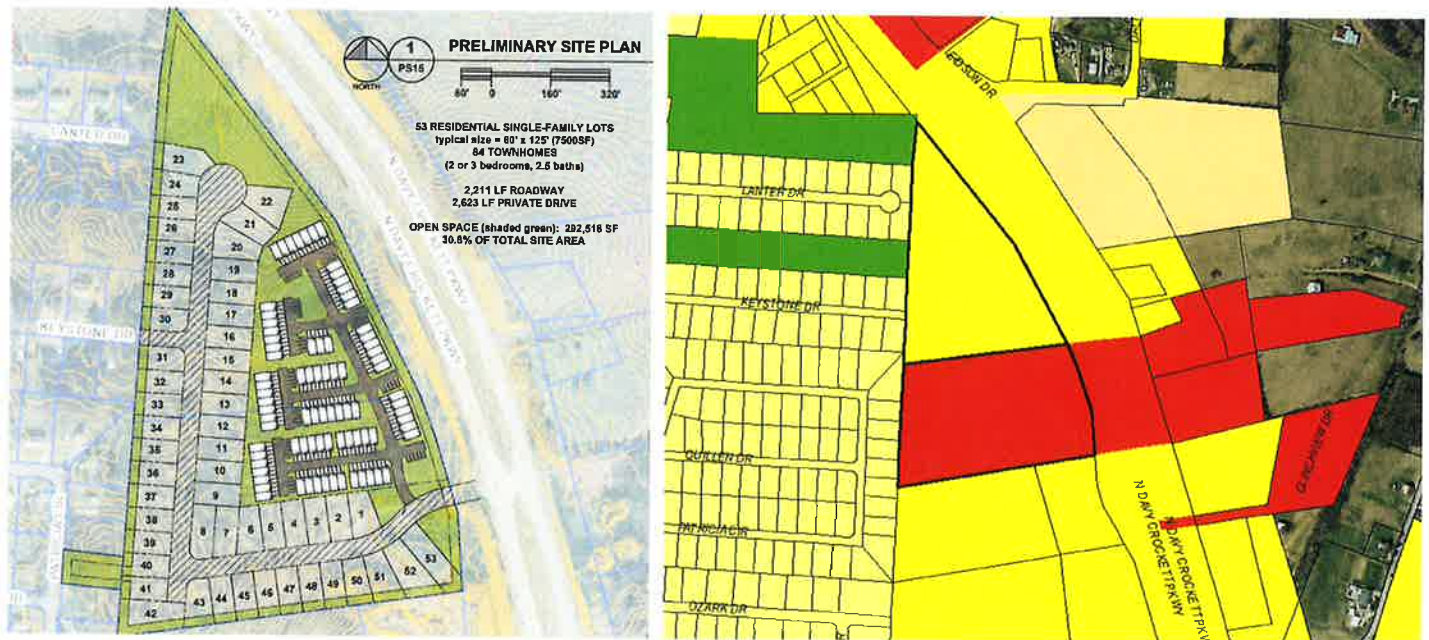
Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Planner 
DATE: September 21st, 2021
SUBJECT: 25E Rezoning R2 & IB to RP1

BACKGROUND:

Staff has received a request to rezone two parcels located on Highway 25E from R2 (Medium Density Residential District) and IB (Intermediate Business District) to RP1 (Planned Residential Development District). The total size of this request is slightly under 22 acres and both parcels are currently vacant. It has Highway 25E along with the proposed Summit Greene subdivision and vacant farm property to the east, the Campbell Acres subdivision to the west, and vacant property to the south.



The purpose of the planned residential development district is to encourage creativity and flexibility in planned residential districts. The applicants note that they are requesting this district so they can provide single family residential lots that abut the existing single family to the east and then provide higher density multifamily along a portion that fronts Highway 25E.

Any development within the RP1 district must be approved by the Planning Commission and any change of use, increase in density, or significant modification to the approved plan must go back before Planning Commission for reapproval. The preliminary site plan that went to Planning Commission includes 53 single family residential lots and 84 townhomes. The applicant is proposing to place the single family lots up against the existing single-family neighborhood to act as a buffer

The City of Morristown

Community Development & Planning

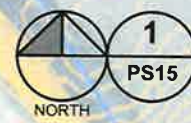
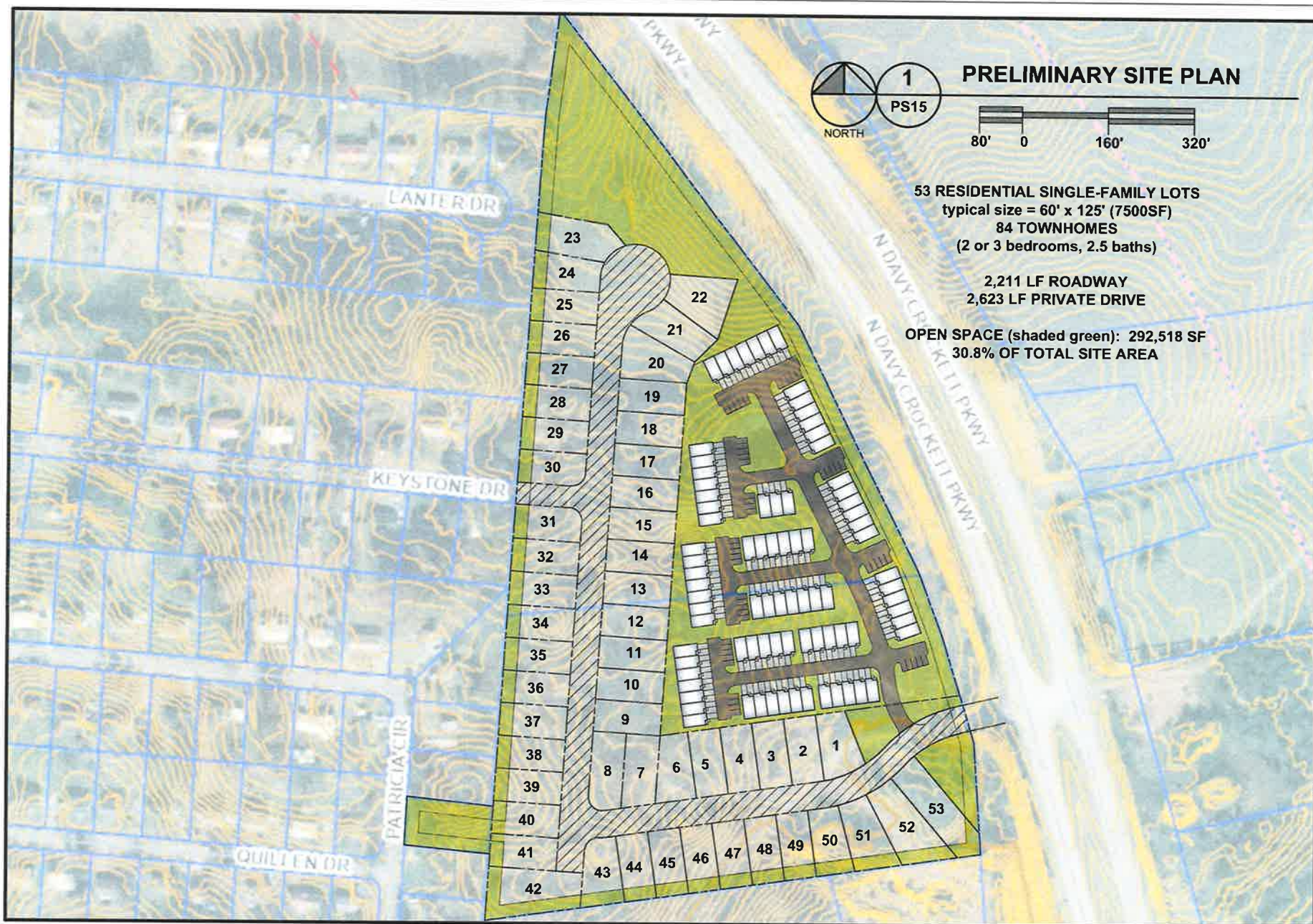


against the proposed townhouses. The size and density of the single family lots are consistent with the current R2 requirements. Additionally, the plan provides two access points with one being from Highway 25E and the other is a connection to the existing right-of-way on Keystone Drive.

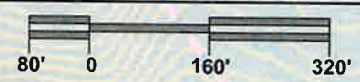
RECOMMENDATION:

Based on the proposed site layout, staff believes that the applicant is providing a similar residential development along those properties that abut the existing establishment single family neighborhood to the east and the transition to multifamily along Highway 25E provides a higher density next to a major corridor within the city.

Thus, staff recommends approval of this rezoning from R2 and IB to RP1.



PRELIMINARY SITE PLAN



53 RESIDENTIAL SINGLE-FAMILY LOTS
typical size = 60' x 125' (7500SF)
84 TOWNHOMES
(2 or 3 bedrooms, 2.5 baths)

2,211 LF ROADWAY
2,623 LF PRIVATE DRIVE

OPEN SPACE (shaded green): 292,518 SF
30.8% OF TOTAL SITE AREA



COX CONCEPTS
1416 DOBYNS DRIVE
KINGSPORT, TN 37664
423-732-2940

PRELIMINARY SITE PLAN 15

MORRISTOWN SITE
MORRISTOWN, TENNESSEE

PS15

2020 - 0008



ORDINANCE NO. 3697,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) and R2 (Medium Density Residential District) to RP1 (Planned Development Residential District);

BEGINNING at the point of intersection of the western boundary of Highway 25-E right-of-way, Parcel 159.10 of Hamblen County Tax Map 025, and Parcel 159.09 of Hamblen County Tax Map 025 and heading in a northerly direction along the common boundary shared by Parcel 159.10 of Hamblen County Tax Map and Highway 25-E right-of-way to the point of intersection between Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 158.01 of Hamblen County Tax Map 025; Thence in a northwesterly direction along the common boundary shared by Parcel 158.01 of Hamblen County Tax Map 025 and Highway 25-E right-of way to the point of intersection between Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 069.04 of Hamblen County Tax Map 025; Thence in a southerly direction to along the western boundary of Parcel 158.01 of Hamblen County Tax Map 025 to the point of intersection of Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 159.10 of Hamblen County Tax Map 02; Thence in a southerly direction along the western boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 159.03 of Hamblen County Tax Map 025; Thence is a easterly direction along the southern boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of beginning.

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

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

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

Passed on first reading the 21st day of September 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 5th day of October 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



PLAN OF SERVICES
RESOLUTION NO. 12-22

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

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

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

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

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

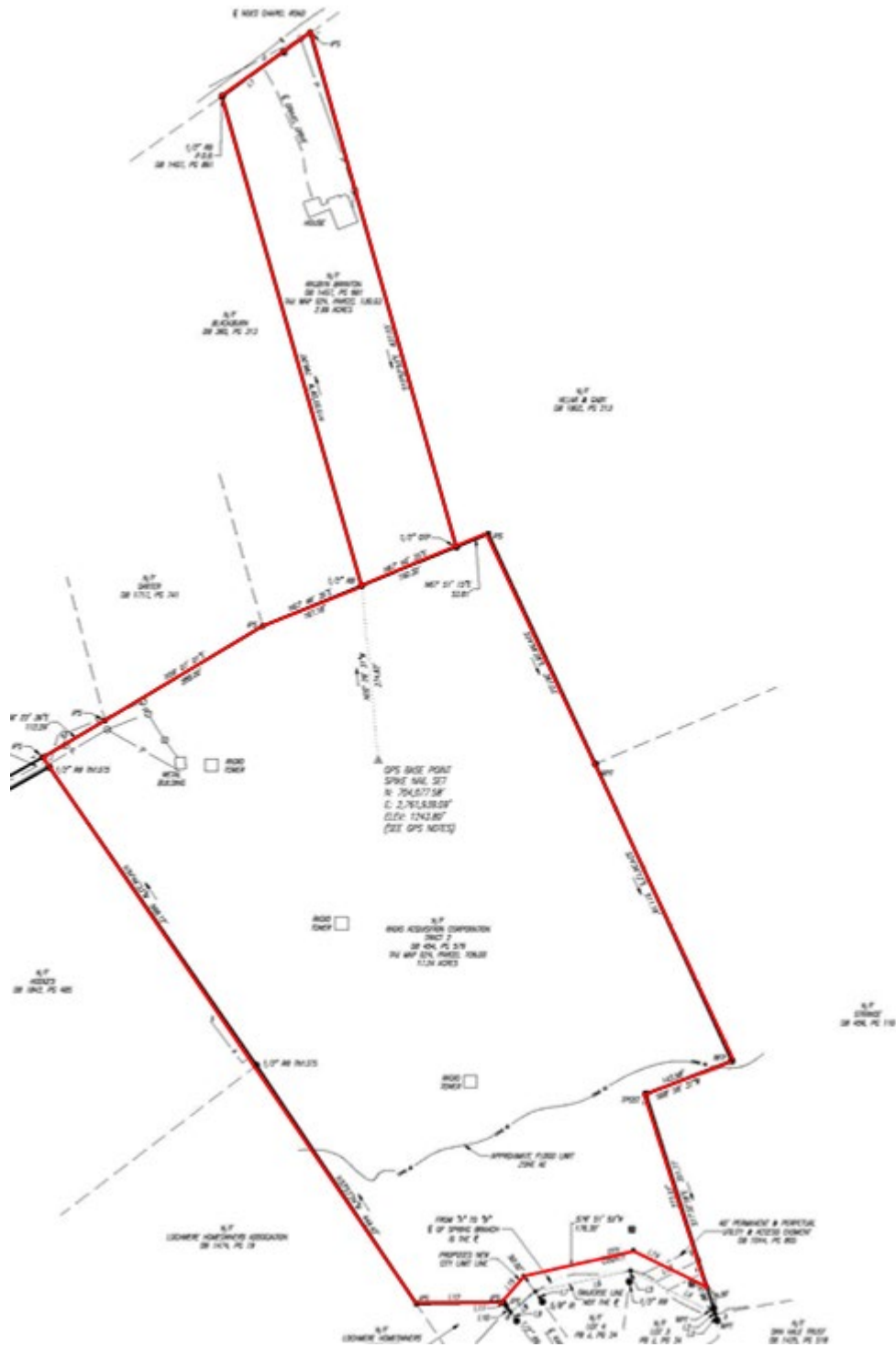
Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2021.

Mayor
ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



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

BACKGROUND:

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

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



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

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

RECOMMENDATION:

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

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE
SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN
TENNESSEE

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

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

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

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

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

Tract 1:

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

Tract II:

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

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

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

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

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

ATTEST:

Mayor

City Administrator

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

ATTEST:

Mayor

City Administrator

20



PLAN OF SERVICES
RESOLUTION NO. 12-22

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

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

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

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

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

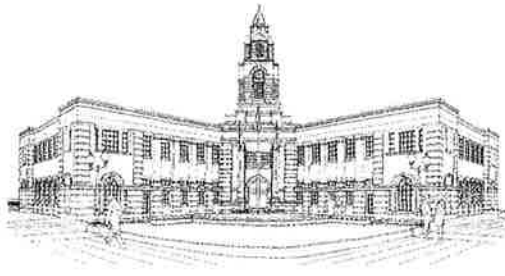
Passed on this _____ day of _____, 2021.

Mayor
ATTEST:

City Administrator

Exhibit A:





Morristown City Council Agenda Item Summary

Date: October 19, 2021

Agenda Item: Surplus Properties

Prepared by: Lauren Carroll/Ashley Ahl

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

Background/History: The City of Morristown purchased several properties at the September 29, 2020 tax sale. The redemption period on two (2) more of these properties has now expired, therefore the parcels are vested in the City's name and are eligible to be sold. The parcels need to be declared surplus property before they can be disposed of.

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

Action options/Recommendations: The City of Morristown administration and council are seeking approval to declare the attached parcels of property as surplus and to publish these parcels in the Citizen Tribune and on the City's website to solicit offers for purchase. It should be noted that there were four (4) properties from a previous sale that will be included in the new solicitation.

Attachments: Tax Property Surplus List.

City of Morristown Purchased Tax Sale Properties Surplus Property List (1 year redemption)

Property Address	Map, Group, Parcel
1437 Shields Ferry Road	33D-J-4.00
1535 Old Liberty Hill Road	25J-F-8.00



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2022

Page 1

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

Purchase Order # **22000884-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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STOWERS MACHINERY CORPORATION
P O BOX 14802

KNOXVILLE, TN 37914

**S
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CITY OF MORRISTOWN
100 W. 1ST NORTH STREET
purchasing@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
			22001145	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/12/21	015200				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	PREVENTATIVE MAINTENANCE JULY 1, 2021 - JUNE 30, 2022		1.00 EACH	1886.78000	1,886.78
002	STATION # 1 42230-399		1,886.78	1.00 EACH	1886.78000
003	STATION # 2 42230-399		1,886.78	1.00 EACH	1886.78000
004	STATION # 5 42230-399		1,886.78	1.00 EACH	1886.78000
005	STATION # 6 42230-399		1,886.78	1.00 EACH	2318.38000
006	POLICE DEPARTMENT 42120-399		2,318.38	1.00 EACH	1829.09000
007	PUBLIC WORKS 43120-399		1,829.09	1.00 EACH	1886.78000

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2022

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
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Purchase Order # **22000884-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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STOWERS MACHINERY CORPORATION
P O BOX 14802

KNOXVILLE, TN 37914

**S
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CITY OF MORRISTOWN
100 W. 1ST NORTH STREET
purchasing@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
			22001145	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/12/21	015200				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
008	STATION # 4 42230-399		1,886.78		
			1.00 EACH	1627.58000	1,627.58
	PUBLIC WORKS 2 43120-399		1,627.58		
				PO Total	15,208.95

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

Authorized Signature

Date

²⁷
VENDOR COPY

[Return to Agenda](#)

Authorized Signature

Date



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: Cty of Morristown

Acct#: 533470

Address: 625 S. Jackson St.

City: Morristown

State: Tn.

Zip: 37813

Contact: Danny Case

Phone#:

Cell Phone#: 423-621-8002

Fax#:

E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KOHLER Model: 50RZ282

Serial#: 377560

Customer Equipment#:

KW: 50 Prime / Standby: Standby

Engine /Generator Set Location: Sta.#1

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$617.89
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$470.92

- This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.
- Total does not include needed repairs, shop supplies, environmental charges, or freight charges.
- Air Filters are not included in this quote. If air filters are needed there will be an additional charge unless noted below.

Agreement Total: \$1,886.78

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

The above quote is valid for 90 days from the Agreement Date at the top of the page. Signing of this Quote, by the Customer will authorize the Agreement for the above terms, of 1-year service from the estimated first service date below.

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman)

on behalf of Stowers Machinery Corporation

☐ Customer Copy

☐ PSSR Copy

☐ Corporate Copy
[Return to Agenda](#)



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*
Phone#: 865-595-1078
Cell#: 865-712-1356
Fax#: 865-595-1075
E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: Cty of Morristown **Acct#:** 533470
Address: 625 S. Jackson St. **City:** Morristown **State:** Tn. **Zip:** 37813
Contact: Danny Case
Phone#: **Cell Phone#:** 423-621-8002 **Fax#:**
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KATOLITE **Model:** SENL40FPG4 **Serial#:** 146744-0607
Customer Equipment#: **KW:** 40 Prime / Standby: Standby
Engine /Generator Set Location: Sta.#2

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$617.89
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$470.92
~ Load Test Hours: 2			

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Notes:

Date: _____	
Customer Signature: _____	
Customer Name (Print): _____	
Accepted By (Salesman) _____	on behalf of Stowers Machinery Corporation



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: City of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: KOHLER Model: 50REZGC Serial#: GM79037GA8
Customer Equipment#: KW: 50 Prime / Standby: Standby
Engine /Generator Set Location: Sta.#4 337 Central Church St

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$617.89
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$470.92

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Agreement Total: \$1,886.78

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman)

on behalf of Stowers Machinery Corporation



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: City of Morristown Acct#: 533470
Address: 625 S. Jackson St. City: Morristown State: Tn. Zip: 37813
Contact: Danny Case
Phone#: Cell Phone#: 423-621-8002 Fax#:
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN Model: GGHF5664032 Serial#: B040601863
Customer Equipment#: KW: 80 Prime / Standby: Standby
Engine /Generator Set Location: Sta.#5

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$617.89
Load Test: ~ Load Test Hours: 2	Load Test to be Performed:	Qty: 1.00	Total: \$470.92

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- Air Filters are not included in this quote. If air filters are needed there will be an additional charge unless noted below.

Agreement Total: \$1,886.78

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: City of Morristown

Acct#: 533470

Address: 625 S. Jackson St.

City: Morristown

State: Tn.

Zip: 37813

Contact: Danny Case

Phone#:

Cell Phone#: 423-621-8002

Fax#:

E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN **Model:** 80RZG

Serial#: 2142592

Customer Equipment#:

KW: 80 Prime / Standby: Standby

Engine /Generator Set Location: Sta.#6

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$617.89
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$470.92
~ Load Test Hours: 2			

- This is a Quote. Do Not pay from this Agreement Total as it does not include Applicable Taxes.
- Total does not include needed repairs, shop supplies, environmental charges, or freight charges.
- Air Filters are not included in this quote. If air filters are needed there will be an additional charge unless noted below.

Agreement Total: \$1,886.78

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____ **on behalf of Stowers Machinery Corporation**



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: Cty of Morristown

Acct#: 533470

Address: 625 S. Jackson St.

City: Morristown

State: Tn.

Zip: 37813

Contact: Danny Case

Phone#:

Cell Phone#: 423-621-8002

Fax#:

E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN **Model:** 80DGDA

Serial#: L940563845

Customer Equipment#:

KW: 80 Prime / Standby: Standby

Engine /Generator Set Location: Police Dept.

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$781.42
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$738.99
~ Load Test Hours: 2			

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not includes in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: \$2,318.38

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

*Truck / Industrial Engine
Product Support Service Representative*
Phone#: 865-595-1078
Cell#: 865-712-1356
Fax#: 865-595-1075
E-Mail: dwalters@stowerscat.com

Agreement Date: 2/8/2021

Customer Info:

Name: Cty of Morristown **Acct#:** 533470
Address: 625 S. Jackson St. **City:** Morristown **State:** Tn. **Zip:** 37813
Contact: Danny Case
Phone#: **Cell Phone#:** 423-621-8002 **Fax#:**
E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN **Model:** DQDAC1951818 **Serial#:** 190634555
Customer Equipment#: **KW:** 300 **Prime / Standby:** Standby
Engine / Generator Set Location: Cty Shop 4360 Duran Landing Morristown

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$771.00
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$506.09
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$552.00
~ Load Test Hours: 2			

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not included in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: \$1,829.09

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

Disclaimer:

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Notes:

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____

on behalf of Stowers Machinery Corporation



Stowers Machinery Corporation
Customer Service PM Agreement

David Walters

Truck / Industrial Engine

Product Support Service Representative

Phone#: 865-595-1078

Cell#: 865-712-1356

Fax#: 865-595-1075

E-Mail: dwalters@stowerscat.com

Agreement Date: 8/13/2021

Customer Info:

Name: City of Morristown

Acct#: 533470

Address: 625 S. Jackson St.

City: Morristown

State: Tn.

Zip: 37813

Contact: Danny Case

Phone#:

Cell Phone#: 423-621-8002

Fax#:

E-Mail: dcase@mymorristown.com

Engine / Generator Info:

Make: ONAN **Model:** DGDK5570200

Serial#: J020424655

Customer Equipment#:

KW: 125

Prime / Standby: Standby

Engine /Generator Set Location: Cty Shop 4360 Duran Landing Morristown

Agreement Details:

This Agreement will commence for 1-year after the estimated first service date.

Level One Maintenance:	Level One's to be performed:	Qty: 3.00	Total: \$797.97
Level Two Maintenance:	Level Two's to be Performed:	Qty: 1.00	Total: \$366.97
Load Test:	Load Test to be Performed:	Qty: 1.00	Total: \$462.64
~ Load Test Hours: 2			

- *This is a Quote. **Do Not pay from this Agreement Total** as it does not include Applicable Taxes.*
- *Total does not include needed repairs, shop supplies, environmental charges, or freight charges.*
- *Air Filters are not includes in this quote. If air filters are needed there will be an additional charge unless noted below.*

Agreement Total: \$1,627.58

Estimated First Service Date:

Agreement Type: ☐ New ☒ Renewal - Previous PM Agreement#:

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Notes: These services will put us in line with all of the rest of the generators services

Date: _____

Customer Signature: _____

Customer Name (Print): _____

Accepted By (Salesman) _____ **on behalf of Stowers Machinery Corporation**

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: October 12, 2021

Agenda Item: Approval of Additions to Contract – Turf Management and Mowing Program

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: Turf Management and Mowing Contract with Tennessee Turf Masters, LLC

Background/History: The City of Morristown sought Request for Proposals from qualified professionals for a turf management and mowing program. Council recently approved a contract with Tennessee Turf Masters, LLC for a portion of the turf management and mowing program.

Findings/Current Activity: The City of Morristown has identified additional areas that need to be added to the mowing contract. Tennessee Turf Masters, LLC uses SilverCreek Landscaping as a subcontractor for mowing. It should be noted that mowing services have been outstanding thus far from the subcontractor.

Financial Impact: Funds for this program have been identified in the 2021-2022 fiscal year budget.

Action options/Recommendations: Council's approval is sought to add locations to the current mowing contract with Tennessee Turf Masters, LLC for a total amount of \$24,200.00.

Attachment: Proposal for additional items to be added to the contract.



7867 Stonewood Creek Dr

Corryton, TN 37721

865.591.3845

Changes to original bid

Bi-weekly (Mow/Trim)

1. Morris Blvd sidewalk from Koch Foods to Suntrust (Fairmont to MLK Jr. Pkwy)
2. Crocket Square Sidewalk (Crocket square dr under 25E)
3. Morris Blvd 2 medians at Franklin Jones Rd
4. Mow between guardrails E Aj highway under Hwy 25 bridge
5. Walkways on Cumberland from W 1st North st to Buffalo trail
6. Weedeat ditch behind Lakeway (Norman st/Walker Dr)
7. Pritchard Dr Mow from Pritchard dr to Collegewood dr inside easement.

Bi-Monthly (Spray)

8. W Aj highway at Morris Blvd (Concrete median spray)
9. Morris Blvd sidewalk from Koch Foods to Suntrust (Fairmont to MLK Jr. pkwy) (Spray)
10. Crocket Square Sidewalks under 25E (Spray)
11. Progress Parkway at Quarter horse trail sidewalk (Spray)
12. Walkways on Cumberland from Sunoco (Truman st) to just past 160 bridge (Spray)
13. Algonquin sidewalk and rest of Joe hall sidewalk (spray)
14. Liberty Hill sidewalk (Spray)
15. Morris blvd from Liberty hill to Mall sidewalks (Spray)
16. N Henry st sidewalks (Spray)
17. Cherokee drive from N Cumberland to W Converse st sidewlks (Spray)
18. W 7th N st sidewalks (Spray)
19. W 3rd Nst Cumberland to Henry sidewalk (Spray)
20. E 1st N st at Evans to W aj hwy at Manley Baptist sidewalks (Spray)
21. Fairview Rd sidewalk (Spray)
22. Pritchard Dr Spray rock check dams (rip-rap) from Pritchard dr to collegewood dr inside easement.

Additional cost for above: \$19,700 per year

Other possible additions

Yearly

Once per year weedeat creek bank that runs near W morris blvd. Start at Sulpher Springs rd and go east to Jackson st then cross Morris blvd and go North along Jackson st.

Pricing for this: \$4,500

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: October 12, 2021

Agenda Item: Approval of Request for Proposal – Athletic Team Picture Rights

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: Athletic Team Picture Rights

Background/History: The City of Morristown recently accepted request for proposals for athletic team picture rights for the Morristown Parks and Recreation Department. The Parks and Recreation Department leads several community sports including baseball, softball, and basketball. Parks and Recreation enhances these programs for community participants by staffing a vendor that photographs each team member and the team as a whole. These photographs are available for purchase by the team members to commemorate their participation in their selected sport.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on September 12, 2021, and on September 14, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Tuesday, September 28, 2021, at 2:00 PM. We received one (1) response.

Financial Impact: Approval of the proposal will have a positive financial impact for the City of Morristown. The City will receive twenty-five (25) percent of net sales from this service.

Action options/Recommendations: It is staffs' recommendation to accept the proposal from Gale A Meeker Photography LLC and to allow Tony Cox, City Administrator to enter into a contract.

Attachment: Contract.

**AGREEMENT BETWEEN GALE A. MEEKER PHOTOGRAPHY, LLC
AND THE CITY OF MORRISTOWN, TENNESSEE - ATHLETIC TEAM PICTURE
RIGHTS**

The parties to this Agreement are Gale A. Meeker Photography, LLC (“Photographer”) and the City of Morristown, Tennessee (“Morristown”).

Whereas, Morristown requested proposals from qualified vendors for exclusive rights to provide pictures of basketball and baseball teams participating in the Morristown Parks & Recreation’s Department athletic programs for a period of two (2) years;

Whereas, the City Council of Morristown accepted the proposal of Photographer as the successful proposer and awarded exclusive rights to Photographer to provide team portraits for the term of the foregoing Agreement;

Now therefore in consideration of the mutual covenants herein the parties agree as set forth below.

1. **Term of Agreement.** The term of this Agreement begins with the 2021 Winter Basketball and terminates at the conclusion of the services provided by Photographer for the 2023 Spring Baseball season.
2. **Exclusive Photography Rights.** Morristown grants Photographer the exclusive rights to photograph basketball and baseball teams participating in the Morristown Parks & Recreation Department’s sports programs during the term of this Agreement in accordance with the provisions herein.
3. **Scope of Services.** Photographer shall:
 - a. Furnish individual portrait package envelopes for teams with picture package information on the outside.
 - b. The package envelopes shall include: team name, player’s name, address, city, zip code, parent home phone or cell phone number, and Photographer’s phone number and address.
 - c. All picture packages shall have title group (league name/date on picture).
 - d. Photographer shall require that all packages be prepaid by purchasers when pictures are taken.
 - e. Photographer shall guarantee all work and offer a full money back guarantee to purchasers for any reason. Refunds will be the exclusive remedy provided for any complaints or claims related to the pictures/portraits.

- f. Photographer agrees to schedule the individual athletic teams for photographs at the convenience of such teams and agrees to schedule a makeup date for pictures within a minimum of five (5) calendar days after the original photograph date.
- g. Photographer will furnish a copy of a master picture package order list detailing all team/individual orders to the Morristown Parks & Recreation Department.
- h. Photographer shall furnish a variety of picture packages to members of the athletic teams, their parents and coaches. The packages that are purchased and prepaid will be delivered to the purchasers within 15 business days after prepayment.
- i. Photographer will furnish a free group picture to up to three coaches per each athletic team.
- j. Photographer will furnish all staff for picture sessions to include money takers, photographers and any necessary miscellaneous personnel.
- k. Photographer has secured or will secure a local Morristown business license and submit the same.

4. **Performance/Cooperation.** In the interest of the provision of picture/portrait packages with an emphasis on quality, accommodations and service; Morristown agrees that Morristown and the athletic teams participating in the Morristown Parks & Recreation Department's sports programs will provide exclusive access and ample time to Photographer to make portraits for the picture packages.

5. **Revenues.** In consideration of the covenants expressed herein, Photographer will remit to Morristown 25% of the gross proceeds received from sales of picture/portrait packages, excluding sales for any picture packages for which refunds are given. The remainder of gross revenues for the sale of picture/portrait packages, action photos and frames shall be retained by and be property of Photographer.

6. **Information and Accommodation.** Morristown shall provide Photographer:

- a. A list of all coaches of each athletic team participating in the Morristown Parks & Recreation Department's sports programs together with the complete address, telephone numbers, and e-mail addresses of each coach.
- b. A list of all teams participating in the Morristown Parks & Recreation Department's sports programs.

- c. Access to and accommodations of Morristown city property so Photographer has ample time and opportunity to take quality picture portraits.

7. **Execution by Counterparts.** This Agreement may be executed in duplicate counterparts rather than by one single document being executed by both parties.
8. **Warranty.** The undersigned individually warrant that they have full legal authority to execute this Agreement on behalf of the party for which they sign below and full authority to bind the party on whose behalf they execute this document to the provisions contained herein.
9. **Reference to Request for Proposal.** Photographer shall adhere to all forms and all Terms and Conditions included within the original Request for Proposal.

This Agreement is executed by and on behalf of the parties thereto on the dates set forth below:

GALE A. MEEKER PHOTOGRAPHY, LLC

By: _____
Photographer

Print Name

Its: _____
Title

Date: _____

CITY OF MORRISTOWN, TENNESSEE

By: _____
Morristown

Print Name

Its: _____
Title

Date: _____



Morristown City Council Agenda Item Summary

Date: October 12, 2021

Agenda Item: Refuse Truck Extended Warranty

Prepared by: Ashley Ahl, Purchasing Assistant

Subject: Refuse Truck Extended Warranty

Background/History: The City of Morristown recently purchased new automated refuse trucks. The Equipment shop needs to purchase engine software and an extended warranty plan in efforts to ensure the City can maintain maximum life of the equipment.

Findings/Current Activity: The proposed warranty plan will include a 5-year engine and after treatment, a 5-year warranty on the transmission, a 2-year warranty on HVAC, and a 1-year towing service.

Financial Impact: This was not a planned expenditure; however, funds have been identified in the 2021-2022 fiscal year budget.

Action options/Recommendations: It is staffs' recommendation to purchase the engine software and extended warranty plan from The Pete Store in the total amount of \$20,230.00.

Attachment: Purchase Order.

**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 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **22000887-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**THE PETERBILT STORE-KNOXVILLE
P O BOX 6358

KNOXVILLE, TN 37914

**S
h
i
p
T
o**CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
				22000875	DAVID MARSHALL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
10/12/21	008834				41610	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			1.00	2680.00000	2,680.00
				EACH		
002	MX11 ENGINE SOFTWARE 43130-429			2,680.00		
				3.00	5850.00000	17,550.00
				EACH		
	EXTENDED WARRANTY: 5 YEAR ENGINE & AFTER TREATMENT - \$3550 5 YEAR TRANSMISSION - \$1450 2 YEAR HVAC - \$550 1 YEAR TOWING - \$300					
	COUNCIL APPROVED: OCTOBER 19, 2021 43210-971			17,550.00		
					PO Total	20,230.00

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

EXHIBIT “A”

SECURITY GATE ACCESS CARD READER SYSTEM AMMENDMENT 1 – REDESIGN AND REBID

Date: 28AUG21

TAD No. 32-555-0765-19
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services SECURITY GATE ACCESS CARD READER SYSTEM:

Through previous efforts, it has been determined by Owner that a more significant system requiring engineering design is required. This revised system will require cameras and additional security features. The scope of services included in this agreement include redesign and rebid professional services. Construction phase services are compensated for under the original Agreement as written.

The existing gate entry card reader system at four main gates accessing airport property is antiquated, currently utilizing only a numerical keypad entry system keyed to the airport’s UNICOM frequency. As such, it is easy for non-authorized personnel to access the airfield and changing the number is difficult to manage among airport users. A card style access system alleviates these security issues while being able to control who accesses the airport in a more efficient manner.

OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested design and construction documents be prepared for the installation of a new system. Services to be provided include:

1. DESIGN SERVICES

Design documents will be prepared for the installation of a new system. These documents will provide a review of the existing system for any deficiencies that require correction and the purchase and installation of new gate entry card readers. A construction safety plan will be prepared for the contractor’s use during the installation. A Project Manual will be prepared for this work. This task also includes all Owner and user coordination including onsite meetings.

2. BID AND AWARD

MBI personnel will assist in the advertisement of the project, attend the pre-bid meeting, respond to Bidder questions during the bid period and open received bids in a public meeting. The bids will be reviewed for completeness and competency. A recommendation of project award will be prepared for the successful Contractor.

*Compensation:

- Design Services – (Lump Sum) \$ 14,630.00
- Bid and Award Services – (Lump Sum) \$ 8,074.00

TOTAL NOT TO EXCEED \$ 22,704.00

*See Attachment B-1 for itemized costs

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Name Printed

Name Printed

Signature

Signature

Title

Title

Date

Date

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SECURITY GATE ACCESS CARD READER SYSTEM - AMMENDMENT 1

28-Aug-21

Phase / Activity

Hours Labor Rate Total

1. DESIGN DEVELOPMENT

Labor

Project Manager	0	\$168.00	\$0.00
Senior Engineer	8	\$135.00	\$1,080.00
Engineer	24	\$114.00	\$2,736.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$3,816.00</u>

Expenses

Travel to/ from Airport:			\$350.00
Printing, Copying, Postage & Shipping			\$0.00
			<u>\$350.00</u>

Sub-Total Design Development Phase

\$4,166.00

Phase / Activity

Hours Labor Rate Total

2. DESIGN, PLANS AND SPECIFICATIONS

Labor

Project Manager	4	\$168.00	\$672.00
Senior Engineer	16	\$135.00	\$2,160.00
Engineer	48	\$114.00	\$5,472.00
Designer	24	\$90.00	\$2,160.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$10,464.00</u>

Expenses

Travel to/ from Airport:			\$0.00
Printing, Copying, Postage & Shipping			\$0.00
			<u>\$0.00</u>

Sub-Total Design, Plans and Specs Phase

\$10,464.00

ATTACHMENT B-1

**ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
SECURITY GATE ACCESS CARD READER SYSTEM - AMMENDMENT 1**

28-Aug-21

<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
3. CONSTRUCTION BID AND GRANT AWARD PHASE			
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	4	\$135.00	\$540.00
Engineer	48	\$114.00	\$5,472.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	16	\$65.00	\$1,040.00
			<u>\$7,724.00</u>
<u>Expenses</u>			
Travel to/ from Airport (pre-bid meeting/bid –opening):			\$350.00
Printing, Copying, Postage & Shipping			\$0.00
			<u>\$350.00</u>
Sub-Total Bidding and Grant Award Phase			<u>\$8,074.00</u>

<u>Phase / Activity</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary	0	\$65.00	\$0.00
			<u>\$0.00</u>
<u>Expenses</u>			
Travel to/from Airport (final walkthrough inspection)			\$0.00
			<u>\$0.00</u>
Sub-Total Construction Admin & Closeout			<u>\$0.00</u>
BASIC SERVICES - TOTAL LUMP SUM COMPENSATION			<u>\$22,704.00</u>

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: October 19, 2021

Subject: LAMTPO FFY2022-2023 CPG Contract

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and TDOT are in the process of doing a Consolidated Planning Grant (CPG) contract for federal fiscal years FFY2022 through FFY2023 (October 1, 2021 through September 30, 2023).

This grant pays for LAMTPO staff salary and benefits, as well as any transportation planning projects, such as Long Range Transportation Plan (LRTP), corridor studies, public transportation plans, etc.

It should be noted that each previous CPG grant had 2 components to it, which were:

1. PL Funding: 80% Federal funds with a 20% local match, and
2. FTA Section 5303 funds: 80% Federal funds, 10% State Match, 10% Local Match

Now the CPG grant just has one funding source. The breakdown for the FFY2022-2023 CPG Grant is as follows:

Federal Share (80%)	State Match (5%)	Local Match (15%)	TOTALS
\$637,201.20	\$39,825.08	\$119,475.22	\$796,501.50

The total amount of the funds shown in the FFY2022-2023 UPWP is \$692,610.00. TDOT added some additional funding to the contract in case of higher consultant costs to do various studies to be done.

Since Morristown houses LAMTPO staff, and Morristown is the “banker” for LAMTPO, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO Technical Advisory Committee (TAC) approved of this unanimously at their October 7, 2021 meeting. The LAMTPO Executive Board approved of this unanimously at their October 13, 2021 meeting. LAMTPO staff recommends approving the contract as submitted.

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

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 1, 2021	End Date September 30, 2023	Agency Tracking # 40100-02519	Edison ID 59110
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # 20.205
	Grantee's fiscal year end June 30

Service Caption (one line only)
Transportation planning & coordination activities as assigned in the Unified Planning Work Program.

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022	34,630.50	554,088.00			588,718.50
2023	5,194.58	83,113.20			88,307.78
TOTAL:	39,825.08	637,201.20			677,026.28

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

Each MPO receives a base amount of \$100,000.00 each year. After the base amount is subtracted from the total received from the Federal Highway Administration (FHWA), the remaining funds are distributed to each MPO on a percentage basis, based on their share of the 2010 Census Urbanized Area Population for all MPO areas in the State of Tennessee.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE – GG

Z19MPO007

Speed Chart (optional)

Account Code (optional)

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Transportation Planning and Coordination. The Grantee agrees to undertake transportation planning and coordination activities in the Unified Planning Work Program (UPWP) as endorsed by the Metropolitan Planning Organization (MPO) and approved by the U. S. Department of Transportation, Federal Highway Administration (FHWA). The UPWP includes planning priorities and work proposed by major activity and task in sufficient detail to indicate by whom the work will be performed, the schedule for completing the work, and the resulting products.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's Unified Planning Work Program incorporated by reference to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2021 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Seventy-Seven Thousand Twenty-Six Dollars and Twenty-Eight Cents (\$677,026.28) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

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

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

TN Department of Transportation
Suite 900, James K. Polk Building
505 Deaderick Street
Nashville TN 37243-0334

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Stacy Morrison, Manager, Office of Community Transportation
Tennessee Department of Transportation
Suite 900, James K. Polk Street
505 Deaderick Street
Nashville, TN 37243-0334
stacy.morrison@tn.gov
Telephone # 615-532-3456

The Grantee:

Rich DesGroseilliers, Transportation Planning Coordinator
Lakeway Area Metropolitan Transportation Planning Organization
PO Box 1499

Morristown, TN 37814
richd@mymorristown.com
Telephone # 423-581-6277
FAX # 423-585-4679

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State,

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to

and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

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

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

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.5. Printed Material Collected or Created. All plans, specifications, data, photographs, drawings, maps or other printed material collected or created under this Grant shall become the property of the State and shall be provided to the State upon request.
- E.6. Notations and Statements. All reports, maps, and other documents prepared as a part of this Grant, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.

- E.7. Reimbursement. The Grantee understands and agrees that reimbursement shall be limited to: salaries, fringe benefits, travel, equipment, supplies, printing, reproduction, consultant and other contractual services, audit fees, computer services, and overhead.
- E.8. Progress Reports. The Grantee shall prepare a quarterly progress report and it shall be presented to the State within forty-five (45) days after the end of each quarter. The progress report shall describe specific UPWP task accomplishments and problems encountered during the quarter. Such information shall be provided for each local planning task identified in the UPWP. Failure to comply with the progress reporting schedule specified herein may result in termination of this Grant and withholding of payment for work completed.
- E.9. Amendments to the Unified Planning Work Program. Any modifications to the Unified Planning Work Program or the provisions of this Grant shall be approved in writing, by the State and shall be subject to prior approval by the FHWA.

- E.10. Disadvantaged Business Enterprises. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant. Consequently, the DBE requirements of 49 CFR apply to this Grant. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

Gary Chesney, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	131842911
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	20.205
Grant contract's begin date	October 1, 2021
Grant contract's end date	September 30, 2023
Amount of federal funds obligated by this grant contract	637,201.20
Total amount of federal funds obligated to the subrecipient	637,201.20
Total amount of the federal award to the pass-through entity (Grantor State Agency)	637,201.20
Name of federal awarding agency	Federal Highway Administration
Name and contact information for the federal awarding official	Pam Kordenbrock, Division Administrator Administration, Tennessee (615) 781-5770
Is the federal award for research and development?	n/a
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

**GRANT
BUDGET**

CONSOLIDATED PLANNING GRANT (CPG)				
TOTAL UPWP AUTHORIZATION	FEDERAL SHARE (80%)	STATE SHARE (5%)	GRANTEE SHARE (15%)	TOTAL
796,501.50	637,201.20	39,825.08	119,475.22	796,501.50

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

☒ City of Morristown is subject to an audit for fiscal year 2022.

☐ City of Morristown not subject to an audit for fiscal year 2022.

Grantee's Edison Vendor ID Number: 4108

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a. \$ 951,359
b. Funds passed through any other entity	b. 0
Funds received directly from the federal government	\$ 2,476,233
Non-federal funds received directly from the State of Tennessee	\$ 15,000

ATTACHMENT FOUR

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? ☒ Yes ☐ No

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

Is City of Morristown a child? ☐ Yes ☒ No

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Mayor Gary Chesney

Address: 100 West 1st North Stree, Morristown, TN 37814

Phone number: 423-581-0100

Email address: gchesney@mymorristown.com

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



Morristown City Council Agenda Item Summary

Date: October 15, 2021

Agenda Item: Approval of Repair – New Holland Tractor, Unit #3

Prepared By: Ashley Ahl, Purchasing Assistant

Subject: Approval of repair from West Hills Tractor, INC, for repair to New Holland Tractor

Background/History: The City of Morristown has a 2012 New Holland Tractor in need of repair. DEF fluid was inadvertently added to the diesel fuel tank causing the fuel system components to be damaged. Three quotes were obtained to ensure an equitable cost and vendor selection for the repairs of the tractor. West Hills Tractor, Inc provided the lowest quote.

Financial Impact: This was not a planned expenditure in the 21-22 budget; however, funds have been identified to cover the repairs.

Action options/Recommendations: The City of Morristown is seeking approval of repairs from West Hills Tractor, Inc. for a 2012 New Holland Tractor in the estimated amount of \$12,264.25.

Attachment: Purchase Order.



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 2022

Page 1

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

Purchase Order # **22000900-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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WEST HILLS FORD TRACTOR, INC
1103 W JACKSON BLVD

JONESBOROUGH, TN 37659

**S
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T
o**

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

Vendor Phone Number 615-753-4621		Vendor Fax Number		Requisition Number 22001184		Delivery Reference/Contact DAVID MARSHALL			
Date Ordered 10/15/21		Vendor Number 017189		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	REPAIR TO UNIT #3, 2012 NEW HOLLAND TRACTOR, PER THE ATTACHED ESTIMATE COUNCIL APPROVED: OCTOBER 19, 2021 43140-362			1.00 EACH	12264.25000		12,264.25		
					PO Total		12,264.25		

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

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Return to Agency