

**WORK SESSION AGENDA
OCTOBER 17, 2023
4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
OCTOBER 17, 2023
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mark Campbell, Morristown Police Department Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. October 3, 2023

9. **OLD BUSINESS**

- 9-a. **Public Hearings & Adoption of Ordinances/Resolutions**

10. **NEW BUSINESS**

- 10-a. **Resolutions**

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____,
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #s 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), (309, 313 and 317 N. Cumberland Street).
{Public Hearing November 7, 2023}
2. Ordinance No. _____
Entitled an Ordinance to close and vacate certain rights-of-ways between East 6th North Street and East 4th North Street within the City of Morristown, Tennessee.
{Public Hearing Date November 7, 2023}
3. 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 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID #032024 06201 (intersection of Cherokee Drive and Noe's Chapel Road).
{Public Hearing Date November 7, 2023}
4. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 35 (Gateway Overlay District) of the Morristown Municipal Code (to include South Cumberland).
{Public Hearing Date November 7, 2023}
5. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 from R-2 (Medium Density Residential) to HI (Heavy Industrial) (located at end of South Economy).
{Public Hearing Date November 7, 2023}
6. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 12 (Light Industrial District) Section 14-1208 (Building Height).
{Public Hearing Date November 7, 2023}

10-c. Awarding of Bids/Contracts

1. Approve Contract Number 230394 with the Tennessee Department of Transportation (TDOT) for the SR-343 Complete Streets from US 11E/E-W Morris Boulevard to SR-160 and ITS Traffic Signal Coordination from N. Liberty Hill Road to Lincoln Avenue/Algonquin Avenue.
2. Acknowledge receipt of bids for Firefighting Gear Washer, accept the bid from Laundry Systems of Tennessee as the best bid, and authorize to purchase one (1) Gear Washer for \$11,569.38 including freight charge as well as the optional pedestal base for \$493.06 plus shipping.
3. Authorize the application for and execution of an amendment to grant contract 32-555-0776-23 between the City and Tennessee Department of Transportation for a Land Acquisition Study project at the Morristown Regional Airport, requesting the extension of time (no change to cost).
4. Approval of the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Lake Developers II, LLC for the Windswept Subdivision Phases 5 and 6.
5. Authorize purchase of one (1) 2024 GMC Sierra 1500 Crew Cab 4WD Pickup, from Alan Jay via Statewide Contract #209 totaling \$54,226.00 for the Storm Water Department.
6. Authorize the agreement between the City of Morristown, Manchester Realty, LLC and John “Mitch” Potter for the partial release of cash bond as related to the Windswept Development.
7. Approval of payment to Tennessee Department of Transportation (TDOT) as per the agreement between LAMTPO and TDOT, in the amount of \$28,038.90 for services related to the 2050 Metropolitan Transportation Plan (MTP).

10-d. Board/Commission Appointments

1. City Council appointment to the Property Maintenance Board of Appeals to fill the unexpired term of Dale Cobble; term expiring June 1, 2025.
2. City Council appointment or re-appointment to the Child Care Centers Board (Morristown-Hamblen) for a two (2) year term to expire November 20, 2025. Term expiring: Deputy Chief Michelle Jones.

10-e. New Issues

1. Confirmation of disciplinary action for the Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
OCTOBER 17, 2023**

1. Employee Handbook Update

City Council Meeting/Holiday Schedule.

October 17, 20223	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 22 & 25, 2023	Fri/Mon		City Employee's Holiday – Observance of Christmas Day
January 1, 2024	Monday		City Center Closed – Observance of New Year's Day
January 2, 2024	Tuesday	4:00 p.m.	City Council Agenda Review & Citizen Forum
January 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6,2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 5, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 5, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 19, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 19, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 29, 2024	Friday		City Center Closed – Observance of Good Friday

STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
October 3, 2023
5:00 p.m.

The City Council for the City of Morristown, Hamblen Count, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, October 3, 2023 with the Honorable Mayor Gary Chesney presiding and the following councilmembers present, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Jospeh Senter. Absent, Al A'Hearn.

Captain Charles Letterman, Morristown Police Department Master Chaplain led in the invocation. Mayor Chesney led the "Pledge of Allegiance".

Councilmember K. Senter made a motion to adopt the October 3, 2023 agenda as presented. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. No one spoke.

Councilmember K. Senter asked that the September 5, 2023 minutes be corrected as follows: *"Councilmember Pedigo made a motion to approve the August 15, 2023 minutes as circulated. Councilmember Garrett seconded the motion. After discussion Councilmember K. Senter asked for the August 15, 2023 minutes to include corrections as stated herein, and Councilmember Pedigo amended his motion to include the following corrections: 1) add "Kay" in front of Senter to the action taken related to the Havley Springs stormwater project and 2) add the following statement to the action taken on Resolution 2023-16: Councilmember Kay Senter asked for the minutes to reflect that a Request for Proposals was advertised for financing of \$10 million on August 4, 2023. Responses were received from Regions Bank, Webster Bank and Truist Bank. All three banks agreed to guarantee an interest rate from August 4, 2023 to October 15, 2023, 65 days. TMBF Bond Fund did not respond to the RFP because banks issuing public building authority loans had issue with holding an interest rate over 60 days due to current interest rate volatility."* Councilmember Pedigo then made a motion to approve the September 5, 2023 minutes with the correction. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the September 19, 2023 minutes as circulated. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4759. No one spoke.

Councilmember K. Senter made a motion to approve Ordinance No. 4759 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Ordinance No.4759

Entitled an Ordinance to amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #032042 01500 from R-1 (Single Family Residential District) to IB (Intermediate Business District) located at 455 Fish Hatchery Road.

A Public Hearing was held relating to Ordinance No. 4760. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4760 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4760

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 034B B 00700 000 from LI (Light Industrial) to R-2 (Medium Density Residential) located at 432 North Liberty Hill.

Councilmember K. Senter made a motion to approve Resolution No. 2023-20. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2023-20

A Resolution to authorize a Cooperative Purchasing Agreement for the use and benefit of all City Departments (Interlocal Purchasing System – TIPS).

Councilmember Pedigo made a motion to authorize the City Administrator, to enter into a contract for the purchase of property at 5808 Ironwood Drive (Parcel 055 001.00) via a contract assignment, including payment of earnest money and authorizing final purchase subject to satisfactory due diligence. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the grant contract for the award of the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) in an amount of \$18,819.00. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge receipt of bids for Desktop Computers, accept the bid from SOS Computers, LLC as the best bid and authorize the purchase of five (5) Desktop Computers, totaling \$5,325.80. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to acknowledge receipt of bids for Laptop Computers and reject both bids. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of a new basketball goal system for Talley Ward in the amount of \$29,665.00 via the TIPS Purchasing Cooperative 230203. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the quote from Johnson Controls in the amount of \$11,473.25 for the replacement and installation of fire alarm communication line at the Public Works Department that was damaged by lightning. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to approve the contract with PowerDMS by NEOGOV for PowerFTO software implementation and subscription for the Police Department in an amount of \$5,112.50. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Gary Chesney adjourned the October 3, 2023, Morristown City Council meeting at 5:18 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning

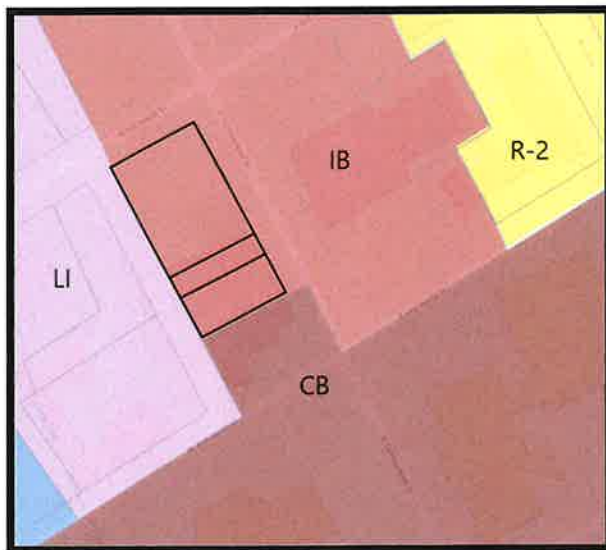


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: October 17th, 2023
SUBJECT: Rezoning Request from CB to IB
N. Cumberland Street

BACKGROUND:

Staff has received a request to rezone property located at 317 N. Cumberland Street from IB (Intermediate Business District) to CB (Central Business District). In addition to this, staff is also requesting 309 and 313 N. Cumberland Street be rezoned IB to CB. The subject parcels are located just north of City Center between 2nd and 3rd North Street. It does have CB to the south of these parcels with IB to the east and LI to the west.

All three of the buildings located on the three parcels are more urban in development style and do not meet a number of requirements set forth in the IB district including lot coverage, setbacks, and parking. However, if it were to be rezoned CB, then it would be in conformance with this district. Beyond this, staff has envisioned growing the downtown further up N. Cumberland and this rezoning will further encourage this type of growth.



RECOMMENDATION:

Rezoning the subject parcels to CB will result in the properties being in conformance with the zoning ordinance. Thus, staff recommends the rezoning and Planning Commission voted in support of this request by a 7-0 vote at their October monthly meeting.

ORDINANCE NO. _____,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID #s 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) to CB (Central Business District), the general location being shown on the attached exhibit A.}

BEGINNING at the point of intersection of the western boundary of the N. Cumberland Street right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 021.00 of Hamblen County Tax Map 033L Group G; Thence heading in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 019.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, Parcel 019.00 of Hamblen County Tax Map 033L Group G, and Parcel 018.00 of Hamblen County Tax Map 018.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, the southern boundary of the W. 3rd North Street right-of-way, and Parcel 018.00 of Hamblen County Tax Map 033L Group G; Thence heading in a westerly direction along the southern boundary of the W. 3rd North Street right-of-way to the point of intersection of said right-of-way, Parcel 018.00 of Hamblen County Tax Map 033L Group G, and an undeveloped right-of-way; Thence moving in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 018.00 of Hamblen County Tax Map 033L Group G, and Parcel 019.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 019.00 of Hamblen County Tax Map 033L Group G, and Parcel 020.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 021.00 of Hamblen County Tax Map 033L Group G; Thence heading in a easterly direction along the boundary shared by Parcel 020.00 of Hamblen County Tax Map 033L Group G and Parcel 021.00 of Hamblen County Tax Map 033L Group G 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 Central Business (CB) 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 17th day of October 2023.

Mayor

ATTEST:

City Administrator

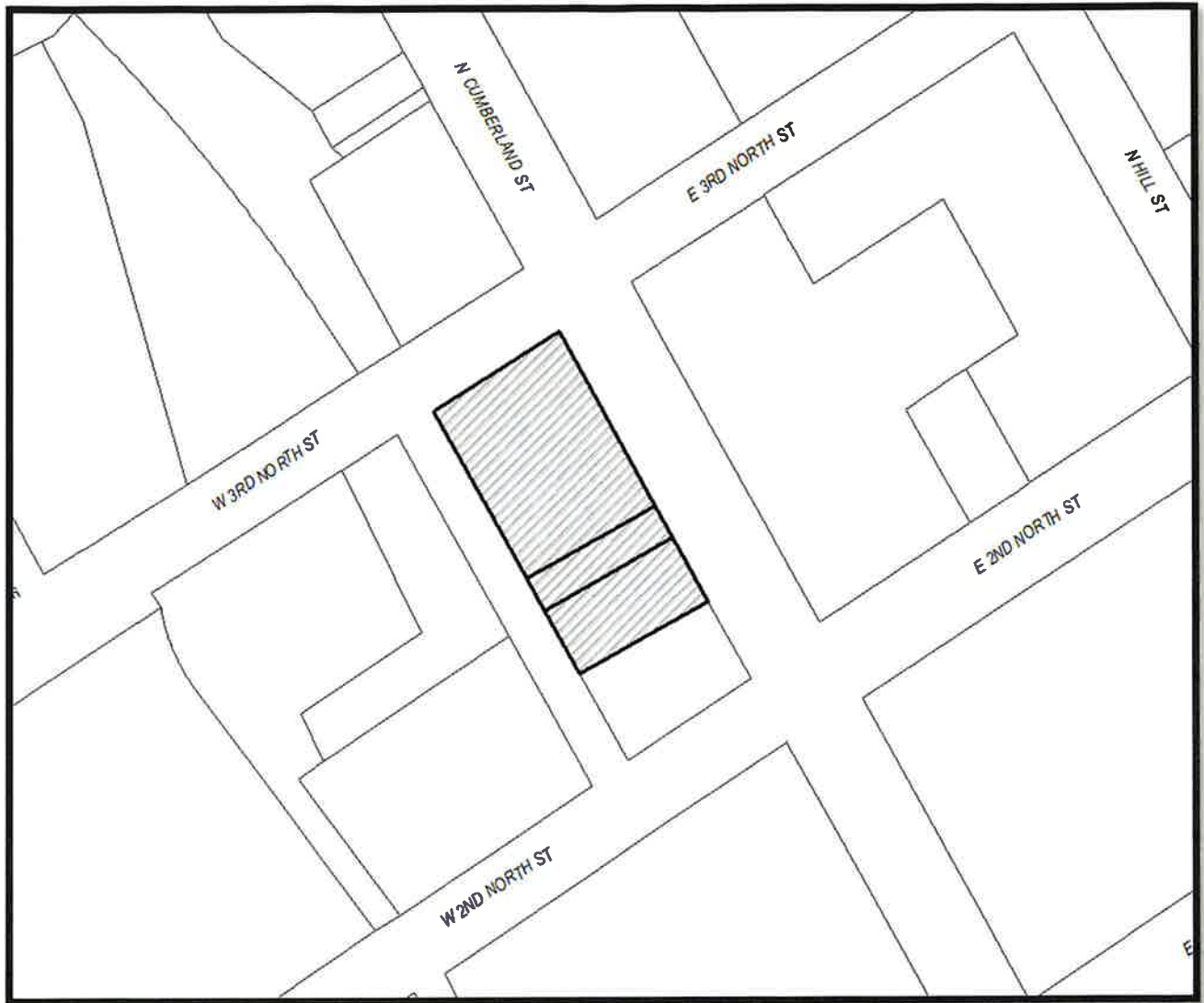
Passed on second and final reading the 7th day of November 2023

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: October 17th, 2023
SUBJECT: Alley Abandonment Request

BACKGROUND:

Staff has received a request to vacate a portion of rights-of-way located between East 4th North Street and Bebbler Street from adjoining property owner(s) to the west, Mr. Randall Moles. All adjoining landowners have been notified and none have expressed any concerns.

Public Works and Morristown Utilities have also been contacted and neither agency has any concerns about the City abandoning this old rights-of-way. Morristown Utilities will still maintain a 20-foot-wide easement along their sanitary sewer line along this alley.

RECOMMENDATION:

Staff would ask the Planning Commission to forward this request to City Council for their approval.



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS BETWEEN EAST 6TH NORTH STREET AND EAST 4TH
NORTH STREET WITHIN THE CITY OF MORRISTOWN

{As shown on the attached Exhibit A.}

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

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

NOW THEREFORE:

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

BEGINNING at the end of Bebbler Street, formerly East Fifth Street, along the northern right-of-way line, traveling southeast approximately 108 feet to a point, thence travelling in a southwest direction approximately 20 feet; thence travelling southeast approximately 270 feet to a point along the northern right-of-way of East 4th North Street; thence travel northeast approximately 30 feet to a point along the northern right-of-way line of East 4th North Street; thence travelling in a northwest direction approximately 122 feet to a point; thence travel northeast approximately 10 feet to a point; thence travelling in a northwest direction approximately 250 feet to a point along the north Bebbler Street right-of-way line, thence travel in a southwest direction approximately 22 feet to the point of beginning.

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

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

Passed on first reading the 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 7th day of November 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: October 17th, 2023
REQUEST: Reconsideration of Annexation Plan of Services

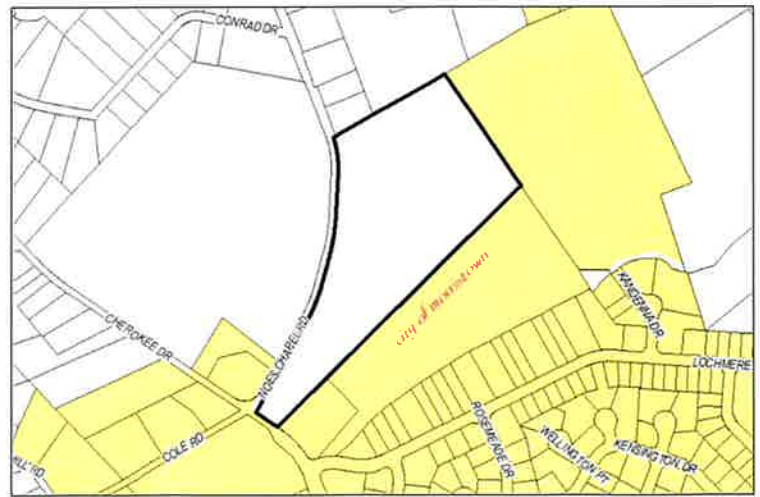
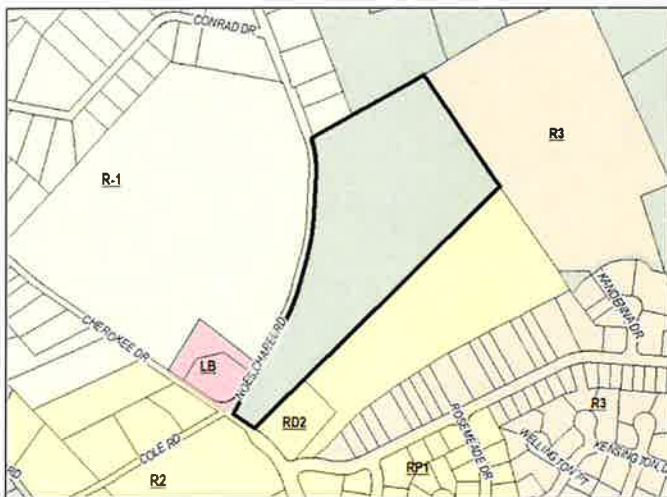
SUBMITTAL:

City Council heard a request to annex a 15-acre parcel located at the intersection of Cherokee Drive and Noe's Chapel Road at their regular meeting of September 19th (2023). The Council at that time voted to send the request and plan of services back to the Planning Commission for reconsideration of the proposed zoning designation at that time. This item was considered again by the Planning Commission at their regular meeting on October 10th (2023).

Planning Commission was informed that after several meetings with local builder Larry Angela, City Staff is confident in their recommendation to have the property annexed with an R-2 (Medium Density Residential) designation. Mr. Angela seeks to develop the property as a single family residential subdivision.

RECOMMENDATION:

The Planning Commission voted unanimously to forward the annexation and plan of services, denoting the property be zoned as R-2 if annexed, back to City Council for consideration of approval.



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 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID # 032024 06201 and, as shown in 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:
2. Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 17th DAY OF OCTOBER 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

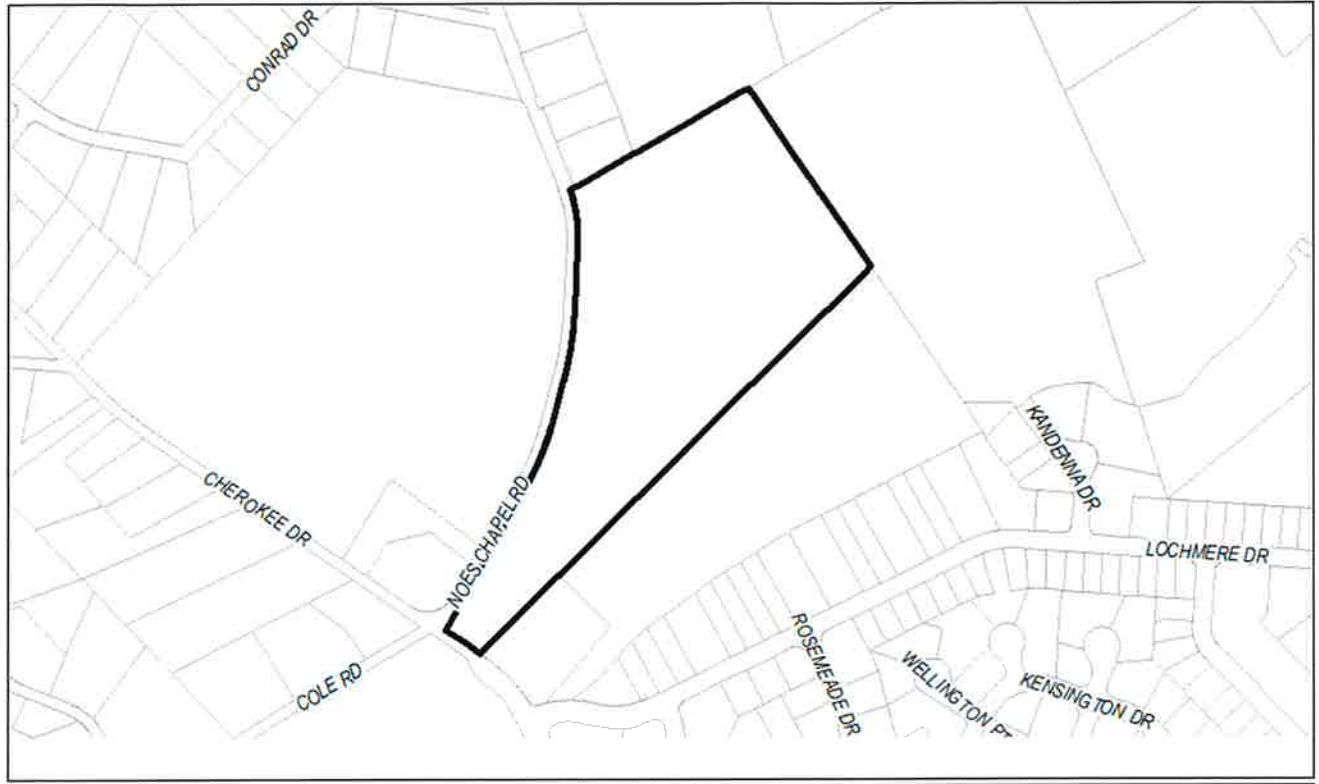
PASSED ON SECOND READING THIS 7th DAY OF NOVEMBER 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

EXHIBIT A:



PLAN OF SERVICES

RESOLUTION NO. 2023-_____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF HAMBLLEN COUNTY TAX ID # 0322 06201 LOCATED OFF OF NOE'S 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:

Being 14.68+/- acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID # 032024 06201 and, as shown in 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 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 Morristown Utility 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.

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.

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

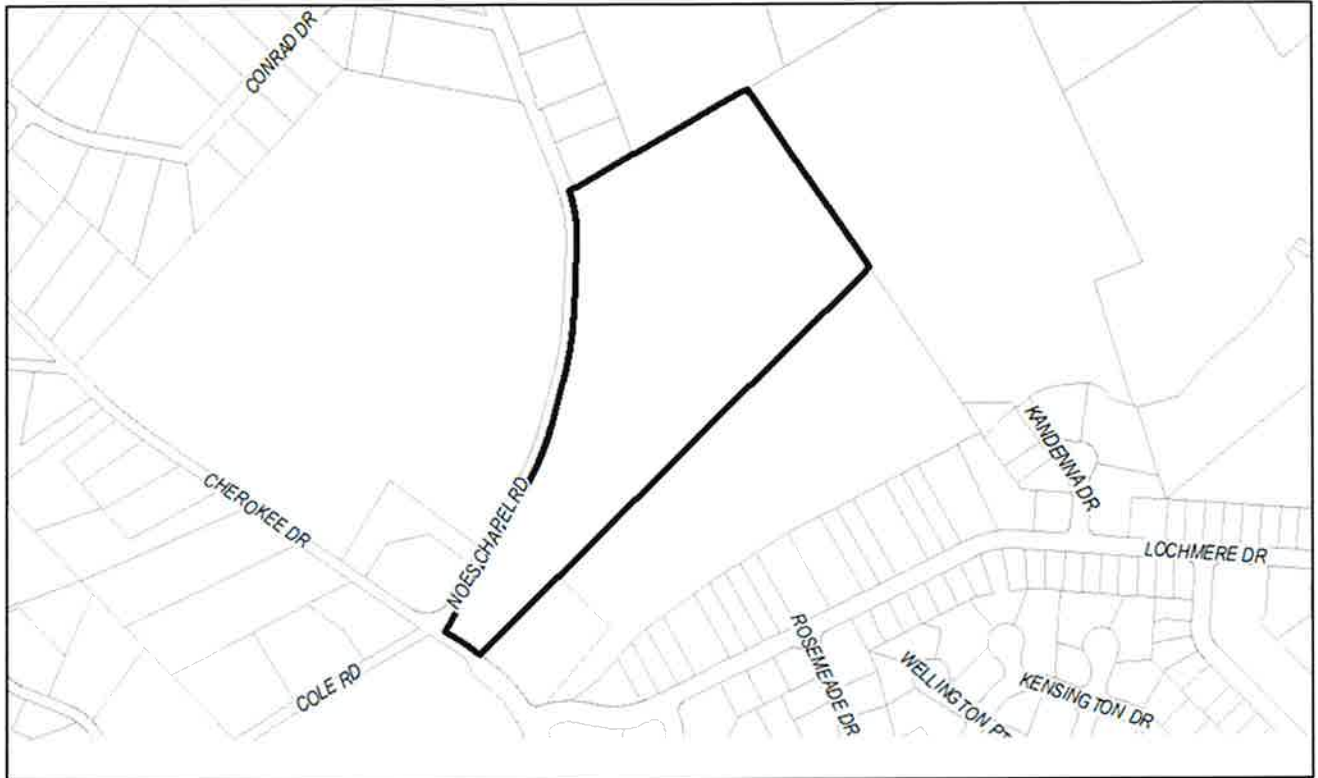
Passed on this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



Village Greene Proposal



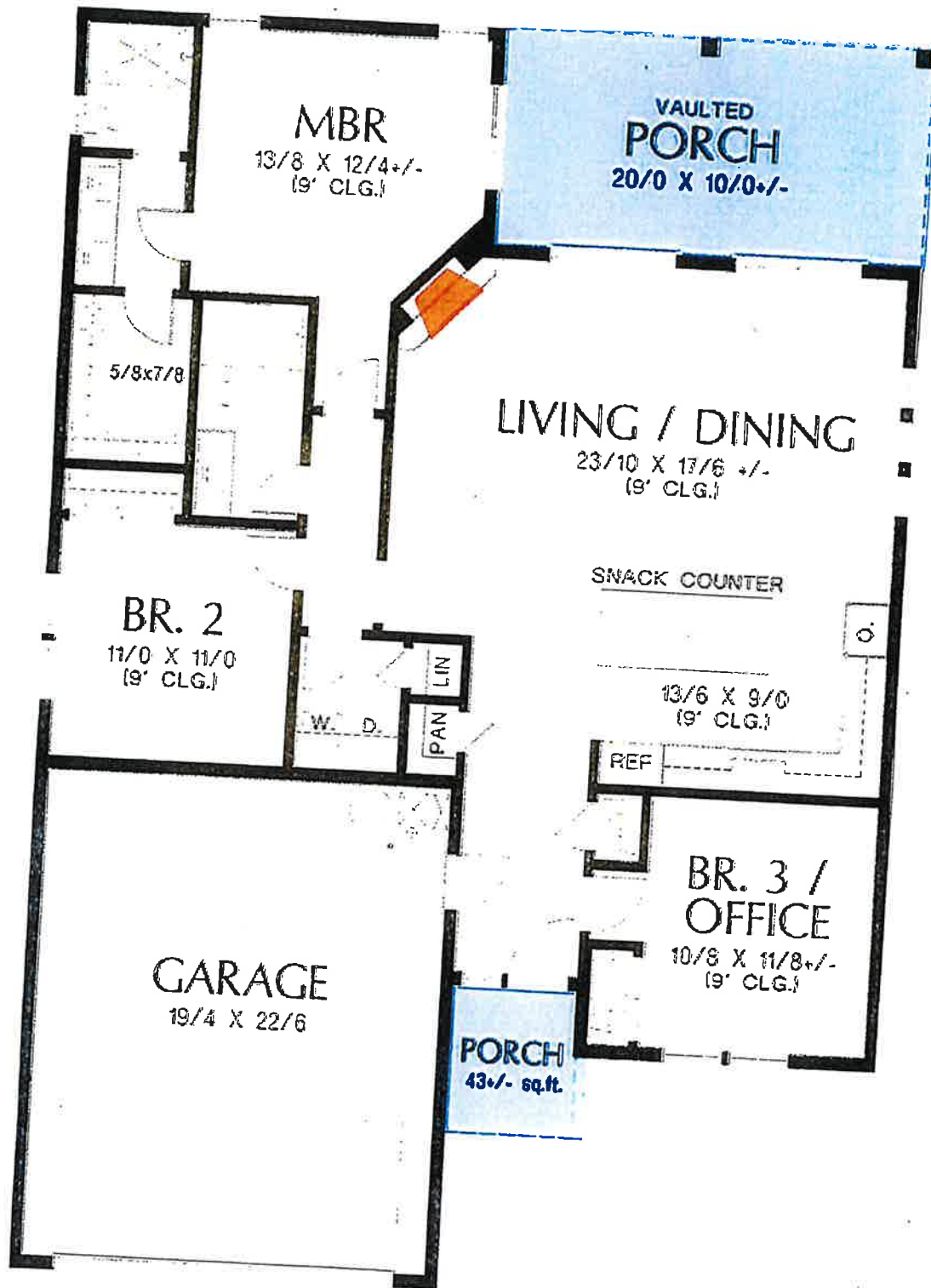
We feel that this New
Contemporary Style of Housing
Will be a Big Plus for our
Hamblen County Residents,

It's New, Young and
Different than anything else in
This area.

We are excited to bring this
New Look to Hamblen County



Contemporary Style Living



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: October 17th, 2023
REQUEST: Zoning Amendment to the Gateway Overlay District

SUBMITTAL:

Staff is initiating changes to Chapter 35 of the City's Zoning Ordinance (Gateway Overlay District) which requires specific travel corridors be developed to higher standards. The requested changes have also been at the behest of the City's Community Appearance Committee, due in part to the recent grant monies awarded to the City which will be used for improvements along South Cumberland Street. The proposed amendment specifies that 500-feet along either side of South Cumberland Street, from Morris Boulevard to Enka Highway, be included within the Gateway Overlay District.

The Gateway Overlay District already includes 'The Downs' development at Exit 8 as well as 500-feet from either side of Merchants Greene Boulevard from Andrew Johnson Highway to Highway 160. This district requires higher building standards such as using 40% stone or brick facades on new development. Also included in the district is the prohibition of certain land use types such as junk yards, building material yards and automobile repair as a principle use.

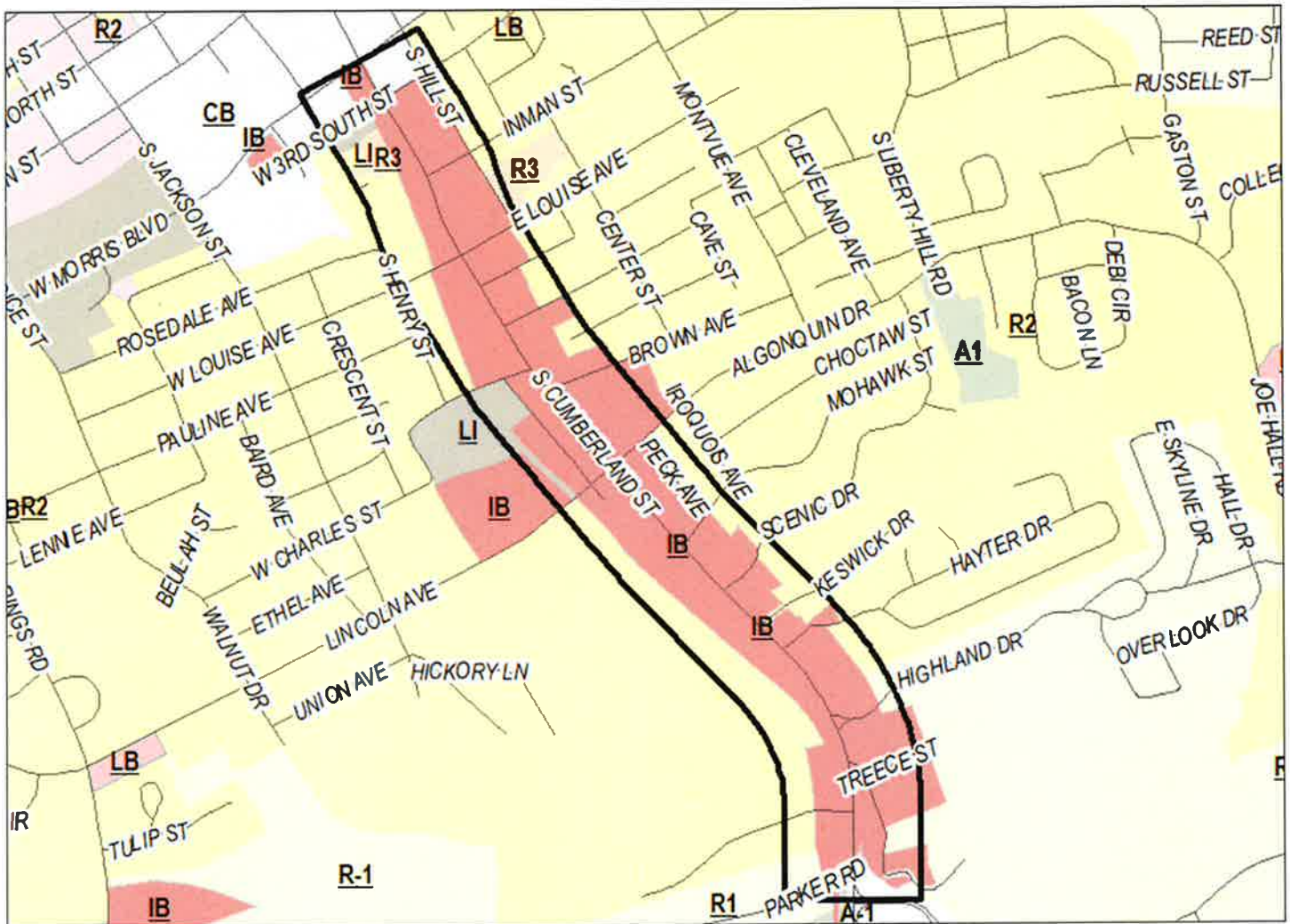
If the changes are adopted, existing businesses, even those which are prohibited, will be allowed to remain in perpetuity as long as they are currently compliant with all applicable City Code (Zoning/Building/Fire Safety); however, should the business or land use be abandoned for a period of 30 months, and fall under a land use which is prohibited, the use may not return. Expansion of any land use is required to conform to all applicable zoning code.

South Cumberland Street, once an appealing retail gateway into the community, has transcended into a street of blighted and distressed buildings. Used car lots and automobile repair are the predominant land use over this corridor. Staff is confident that the inclusion of South Cumberland Street into the Gateway Corridor District will have a positive impact in this area of the City.

Nominal changes to the Zoning Ordinance have been attached for review.

RECOMMENDATION:

The Planning Commission at their October 10th meeting voted to forward this zoning amendment on to City Council for approval.



Chapter 35
Gateway Overlay District (last amended #3655-08/18/2020)

14-3501. PURPOSE

Design elements along Davy Crockett Highway, and State Route 66, and South Cumberland Street should promote a positive experience for those entering the City from Interstate 81/Exit 8 by elevating standards for development while providing some flexibility for developers along these scenic byways. Properties within these overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

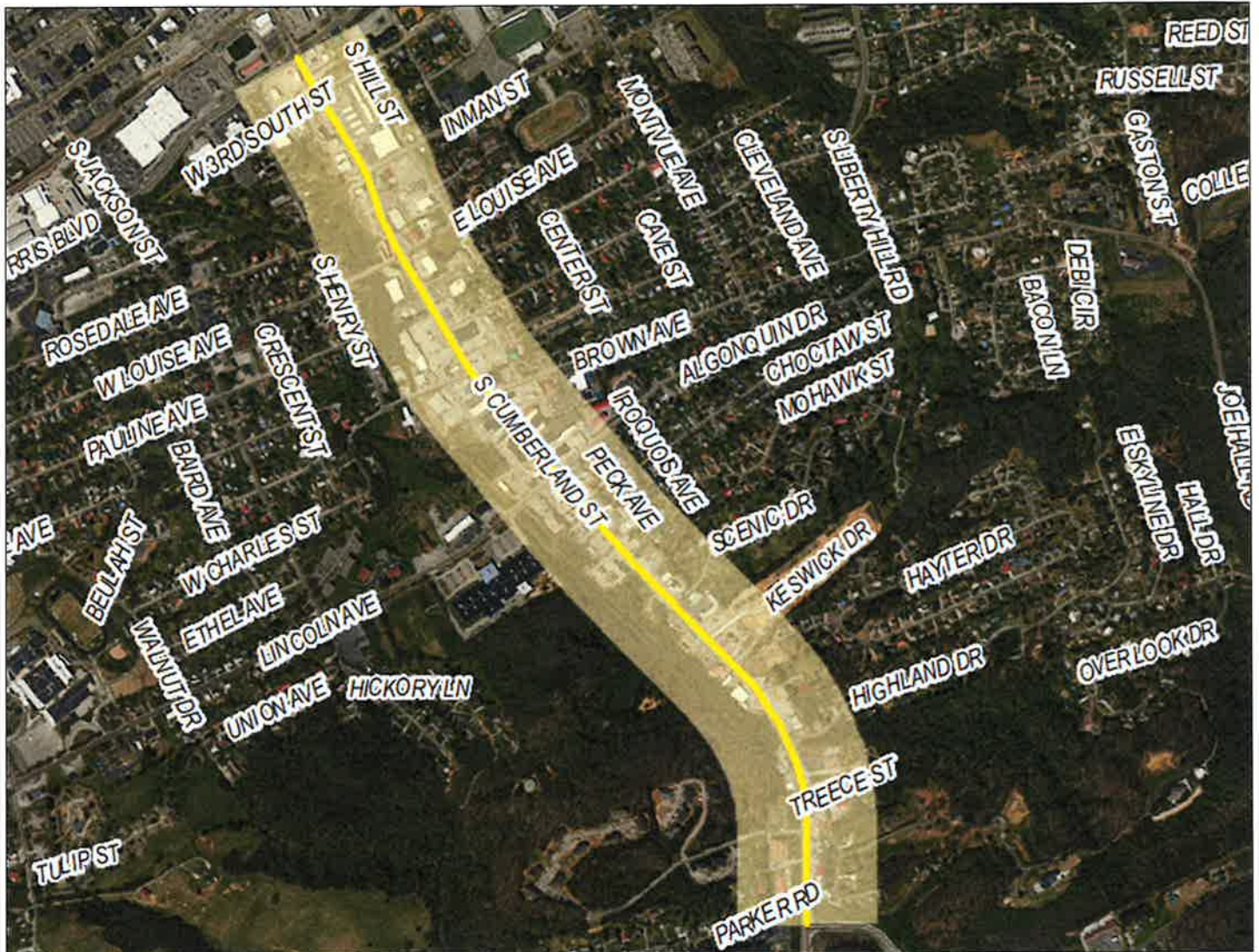
The following uses shall **not** be permitted:

1. Adult Entertainment
2. Automobile Repair as a principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farms Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

14-3503. SITE AND BUILDING REQUIREMENTS:

- A. Non-residential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings
- B. Signage:
 1. Davy Crockett Highway
In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, freestanding signs within this overlay district shall be permitted to increase the overall height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.
 2. State Route 66
All signs shall comply to the provisions of Chapter 29, Sign Regulations.
- C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

- D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpsters must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.



ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 35 (GATEWAY
OVERLAY DISTRICT) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14,
Chapter 35 be approved as follows:

Chapter 35

Gateway Overlay District (last amended 10/07/2023)

14-3501. PURPOSE

Design elements along Davy Crockett Highway, and State Route 66, and South Cumberland Street should promote a positive experience for those entering the City from Interstate 81/Exit 8 by elevating standards for development while providing some flexibility for developers along this scenic byways. Properties within this these overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

The following uses shall **not** be permitted:

1. Adult Entertainment
2. Automobile Repair as a principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farms Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

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- A. Non-residential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from

building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings

B. Signage:

1. Davy Crockett Highway

In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, freestanding signs within this overlay district shall be permitted to increase the overall

height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.

2. State Route 66

All signs shall comply to the provisions of Chapter 29, Sign Regulations.

C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpster's must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.

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

Passed on first reading this 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second reading this 7th day of November 2023.

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: October 10th, 2023
REQUEST: Rezoning Request

SUBMITTAL:

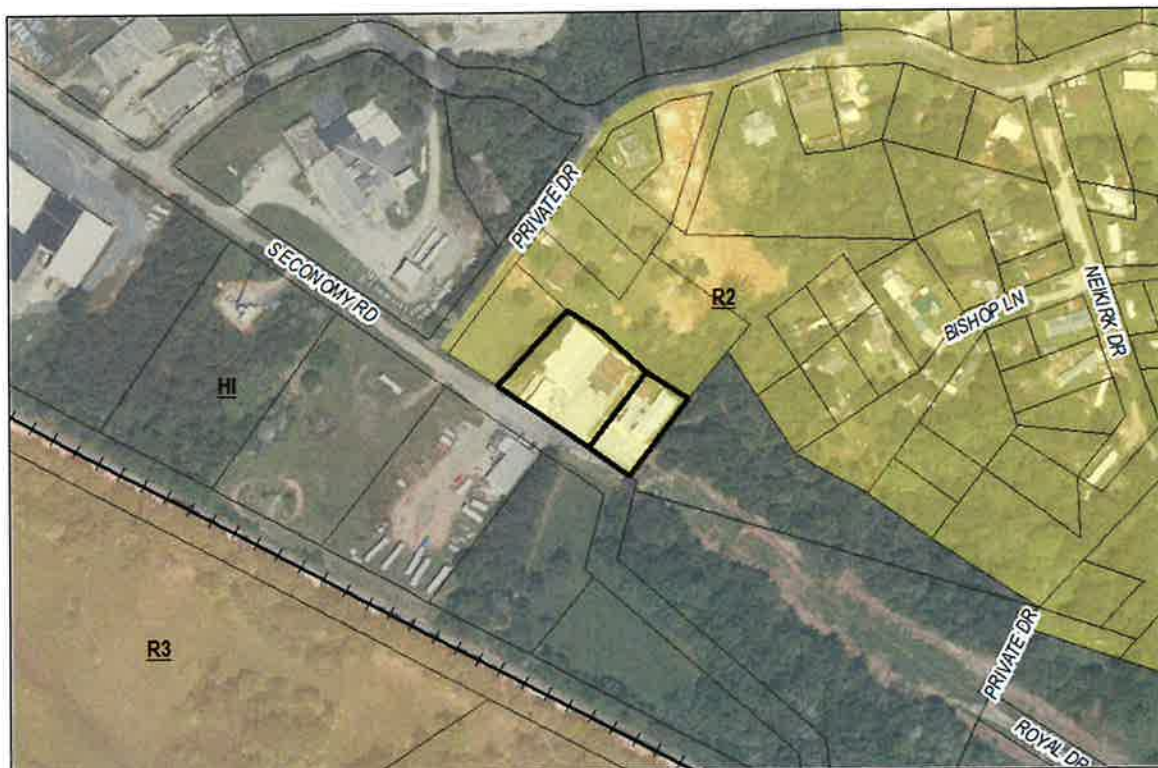
Property owner American Plastic Profiles, Inc. are requesting their office and warehouse located at the end of South Economy Road be rezoned from R-2 (Medium Density Residential) to HI (Heavy Industrial). The applicant has just recently been made aware of the inconsistency between the zoning designation and the land use.

Much of the land northeast of the subject site, part of the James Estate platted in 1963, has been developed for residential use and is zoned accordingly as Medium Density Residential. Land to the west and that between the railroad and South Economy has over time developed into an industrial area, much of it is still being used for small manufacturing and warehousing businesses.

The request area consists of two parcels, Hamblen County Tax ID # 041F E 037.15 which is a 30,000 square foot parcel containing a 10,000 square foot warehouse. The second property, Hamblen County Tax ID # 041F E 037.13 is 14,000 square feet in size and contains an office/warehouse approximately 5,000 square feet in size. Tax records indicate the current buildings were constructed around 1974. The City annexed this area in 2007.

RECOMMENDATION:

As the subject request is located at the end of an undeveloped road, within an industrial park, and, the applicant has operated an industrial business on-site for 20+ years, Staff would ask the Planning Commission to forward the request on to City Council to approve.



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

{Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 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 R-2 (Medium Density Residential) to HI (Heavy Industrial);

Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 as shown on Exhibit A;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be
changed so as to effect the amendment as herein provided, to the extent that the area herein above
described shall be permitted to be used for Heavy Industrial (HI) 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 this 17th day of October, 2023.

Mayor

ATTEST:

City Administrator

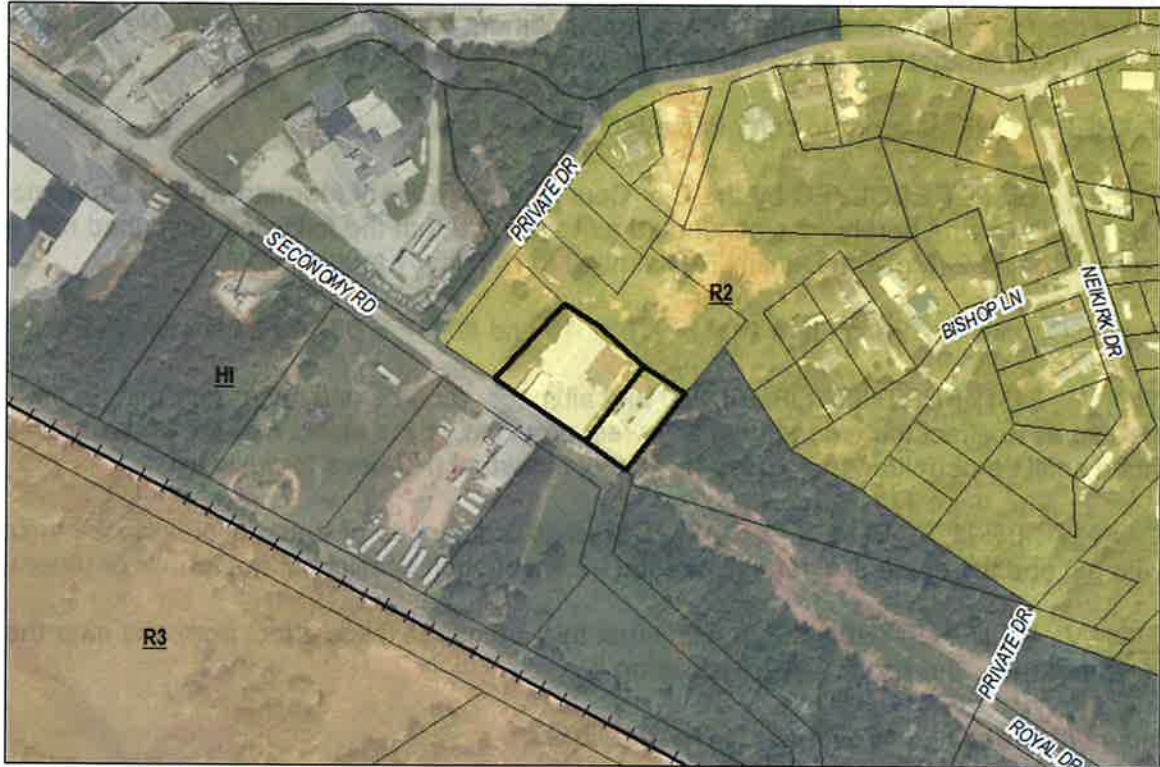
Passed on second and final reading this 7th day of November, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: October 17, 2023
SUBJECT: Text amendment to building height in the LI-Light Industrial District

BACKGROUND:

This is a request by the Industrial Development Board (IDB) to amend Chapter 14, Light Industrial District (LI) Section 14-1208. BUILDING HEIGHT to increase the maximum building height from 45 feet to 55 feet. Marshall Ramsey indicates that they have received several inquiries for buildings exceeding the current 45 feet height limit. He states that in order to remain competitive with other cities in the region, taller building heights would be helpful. The Planning Commission may recall that the Heavy Industrial District was recently amended to increase the building height from 55 feet to 75 feet. Chief Taylor is in support of this request.

PROPOSED AMENDMENT:

Light Industry

14-1208. BUILDING HEIGHT

Buildings shall not exceed four (4) stories or ~~forty-five (45)~~ fifty-five (55) feet in height.

RECOMMENDATION:

Staff recommends approval of the proposed text amendment and Planning Commission voted in support of this request at their October monthly meeting.

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL),
CHAPTER 12 (LIGHT INDUSTRIAL DISTRICT) OF THE MORRISTOWN
MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14
(Zoning and Land Use Control), Chapter 12, Light Industrial District, Section 14-1208, regarding
building heights be amended to state:

14-1208. BUILDING HEIGHT

Buildings shall not exceed four (4) stories or fifty-five (55) feet in height.

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

Passed on first reading the 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of November 2017.

Mayor

ATTEST:

City Administrator



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 24, 2023

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

Re: SR-343 Complete Streets from US 11E/E-W Morris Boulevard to SR-160 and ITS Traffic
Signal Coordination from N. Liberty Hill Road to Lincoln Avenue/Algonquin Avenue
Morristown, Hamblen County
PIN: 133677.00
Federal Project Number: RAISE-343(12)
State Project Number: 77S343-F3-002
Contract Number: 230394

Dear Mayor Chesney:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

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

Sincerely,

Lisa Dunn

Lisa Dunn
Transportation Manager 1

Attachment

Agreement Number: 230394

Project Identification Number: 133677.00

Federal Project Number: RAISE-343(12)

State Project Number: 32S343-F3-002

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

"SR-343 Complete Streets from US 11E/E-W Morris Boulevard to SR-160 and ITS Traffic Signal Coordination from N. Liberty Hill Road to Lincoln Avenue/Algonquin Avenue"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's and the Agency's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) The Agency is the Designated Subrecipient for an anticipated United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) award to the Department for the Project under the Rebuilding American Infrastructure with Sustainability and Equity Program (the "RAISE Program").

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

Responsible Party

Funding Provided by

		Agency or Project.
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project
Right-of-Way by:	Department	Project
Utility Coordination by:	Department	Project
Construction by:	Department	Project

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

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **September 30, 2031**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **January 1, 2026**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

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

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

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

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

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

3) **Approval by Department:**

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

4) **Conflict of Interests:**

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

5) **Default:**

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

C.6 Final Invoices:

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

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

C.7 Offset:

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

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of

the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

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

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

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

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state

regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) DBE Obligation:

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

a) Instructions for Certification - Primary Covered Transactions:

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

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to B-15 the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers). You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

c) Instructions for Certification - Lower Tier Participants: (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring

prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

The prospective lower tier participant is providing the certification set out below.

- 1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- 3) The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- 4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- 6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- 7) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8) Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

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

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

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

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

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

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

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

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

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the

Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

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

D.21 Annual Report and Audit:

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

provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care

including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

- 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

D.38 RAISE Grant Applicable Federal Laws and Regulations:

- a) **If the Project is funded with federal RAISE Program funds the following shall apply:** By entering into this subaward for a RAISE Grant, the Agency assures and certifies, with respect to this Agreement, that it will comply with all the requirements of Exhibit B, attached hereto and incorporated by reference.

D.39 Federally Required Nondiscrimination Assurances:

- a) **If the Project is funded with federal funds the following shall apply:** During the performance of this Agreement, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor" throughout this section D.39) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation

to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- c) During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination

includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

D.40 Workplace Safety:

- a) **If the Project is funded with federal funds the following shall apply:** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Agency, subrecipients, contractors, and subcontractors are encouraged to:
- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 - (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

D.41 Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law:

If the Project is funded with federal funds the following shall apply:

- a) **Definitions.** For the purposes of this section D.41, the following definitions apply:
- (1) “Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.
 - (2) “Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.
 - (3) “Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

- (4) “Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
- c) **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
- (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
- d) **Prohibition.** If
- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made
- then a Participant shall not enter or continue a Covered Transaction with that entity unless the United States Department of Transportation (USDOT) has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
- e) **Mandatory Notice to the USDOT.**
- (1) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Agency shall notify the Department in writing of that entry.
 - (2) If a Participant provides an affirmative response to either certification in section (1), the Agency shall notify the Department in writing of that affirmative response.
 - (3) If the Agency knows that a Participant’s certification under section (1) was inaccurate when made or became inaccurate after being made, the Agency shall notify the Department in writing of that inaccuracy.

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

CITY OF MORRISTOWN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: gchesney@mymorristown.com

By

Signature:

Email: gchesney@mymorristown.com

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: lcarroll@cafltp.law

By

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: Daniel.Pallme@tn.gov

EXHIBIT "A"

AGREEMENT #: 230394

PROJECT IDENTIFICATION #: 133677.00

FEDERAL PROJECT #: RAISE-343(12)

STATE PROJECT #: 32S343-F3-002

PROJECT DESCRIPTION: SR-343 Complete Streets from US 11E/E-W Morris Boulevard to SR-160 and ITS Traffic Signal Coordination from N. Liberty Hill Road to Lincoln Avenue/Algonquin Avenue: Component 1: Complete Streets-reducing the existing subject portion of SR 343 from a 4/5-lane highway to a 3-lane roadway. The complete street segment will also include a 10' shared use path on the western side of the roadway, a 6' sidewalk on the eastern side of the roadway and buffers to allow separation from the travel lane. Component 2: ITS-various traffic signal improvements at 13 locations along the SR 343 corridor from the North Liberty Hill intersection (to the north) to the Lincoln Avenue intersection (to the south). Project also includes ADA compliance, crosswalks, pedestrian signals, installation of mast arms, improved signal timing and adjusted clearance times.

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

TYPE OF WORK: Bicycles And Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	ACRAISE	0%	100%	0%	\$1,640,123.00
PE-DESIGN	ACRAISE	0%	100%	0%	\$702,910.00
RIGHT-OF-WAY	RAISE	100%	0%	0%	\$3,063,964.00
CONSTRUCTION	RAISE	100%	0%	0%	\$18,023,328.00

INELIGIBLE COST: If the Project includes any federal funds, than one hundred percent (100%) of the actual cost will be paid from Agency funds if any Projects costs are at any time deemed ineligible costs for federal funding by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: RAISE: 49 U.S. Code § 6702 – Local and regional project assistance

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

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

EXHIBIT B

APPLICABLE FEDERAL LAWS AND REGULATIONS

The Agency assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Agency. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. Section 106 of the National Historic Preservation Act of 1966 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, Pub. L. No. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, Pub. L. No. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, Pub. L. No. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Section 102 of the Flood Disaster Protection Act of 1973 – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

- cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- dd. Freedom of Information Act – 5 U.S.C. 552, as amended
- ee. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- ff. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ii. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- kk. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- ll. Wilderness Act – 16 U.S.C. 1131-1136
- mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- nn. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- oo. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- pp. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- rr. Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- g. New Restrictions on Lobbying – 49 C.F.R. Part 20
- h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable)

Highway Federal Legislation

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and
- b. Administrative Services Act of 1949 – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313

(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- k. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- l. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2023 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

Signature:

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

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: October 17, 2023

Agenda Item: Acknowledge receipt of bids for Firefighting Gear Washer, accept the bid from Laundry Systems of Tennessee as the best bid, and authorize to purchase one (1) Gear Washer for \$11,569.38 including freight charge as well as the optional pedestal base for \$493.06 plus shipping.

Prepared By: Jeanna Vanek

Subject: Firefighting Gear Washer

Background: The City of Morristown Fire Department provides firefighters with a heavy-duty washing machine that will wash their type of protective gear.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses to the washer bid, one (1) of those bids did not meet the requirements.

Financial Impact:

FY 24 budget provides for the purchase of both the washer and pedestal base.

Total Cost for washer: \$11,569.38

Plus the added option of an equipment pedestal cost of \$493.06 plus shipping.

Action options/Recommendations:

Acknowledge bids, accept the bid from Laundry Systems of Tennessee, and authorize the gear washer purchase with pedestal base.

Attachment: Bid tabulation

**Firefighting Gear Washer
BID TAB
October 12, 2023**

Vendor	Price per Each	Shipping	Total Price
Laundry Services	\$10,881.88	\$687.50	\$11,569.38
O'Dell Equipment*	\$9,995.00	\$500.00	\$10,495.00

*O'Dell – did not meet minimum qualifications



Morristown City Council Agenda Item Summary

Date: October 17, 2023

Agenda Item: Authorize the application for and execution of an amendment to grant contract 32-555-0776-23 between the City and Tennessee Department of Transportation for a Land Acquisition Study project at the Morristown Regional Airport, requesting the extension of time (no change to cost).

Prepared By: Andrew Ellard

Subject: Grant Amendment – Land Acquisition Study

Background: This project has involved the consideration of partial acquisition for certain properties along the western portion of the airport to accommodate future taxiway replacement. Work has included survey and appraisal work and also includes the negotiation with property owners ahead of purchase.

Findings/Current Activity:

Negotiation with property owners has taken longer than expected and one of the property owners has requested significantly more time for their consideration.

Financial Impact:

There is no financial impact to the extension of this grant.

Action options/Recommendations:

Staff recommends approval.

Attachment: None.

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 3rd day of October, 2023, by and between Lake Developers II, LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____

See attached list as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Plat Book O Page 48, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Windswept Subdivision Phase V & VI
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Lake Developers II, LLC

Company/Corporation/Partnership Name (Seal)

By: [Signature]

Adam Hatton

(Type Name)

Authorized Agent /General Manager

(Type Title)

State of Kentucky

County of Fayette

The foregoing Agreement was acknowledged before me this 2nd day of October, 2023,

by Ryan Schwartz

[Signature]

Notary Public

My Commission Expires May 26, 2027



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

Parcel Number	Owner	Address
016 048.10	LAKE DEVELOPERS II, LLC	DAWNS TRCE
016L A 241.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 242.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 243.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 244.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 245.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 246.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 247.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 248.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 249.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 250.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 251.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 252.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 253.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 254.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 255.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 256.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 257.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 258.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 259.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 260.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 261.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 262.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 263.00	LAKE DEVELOPERS II, LLC	RIDGELINE CT
016L A 264.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 265.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 266.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 267.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 268.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 269.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 270.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 271.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 272.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 273.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 274.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 275.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 276.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 277.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 278.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 279.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 280.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 281.00	LAKE DEVELOPERS II, LLC	INLET CV

016L A 282.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 283.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 284.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 285.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 286.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 287.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 288.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 289.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 290.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 291.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 292.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 293.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 294.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 295.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 296.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 297.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 298.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 299.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 300.00	LAKE DEVELOPERS II, LLC	INLET CV
016L A 301.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 302.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 303.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 304.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 305.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 306.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 307.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 308.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 309.00	LAKE DEVELOPERS II, LLC	WATerview WAY
016L A 310.00	LAKE DEVELOPERS II, LLC	DAWNS TRCE
016L A 311.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 312.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 313.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 314.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 315.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 316.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 317.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY
016L A 318.00	LAKE DEVELOPERS II, LLC	WINDSWEPT WAY



Morristown City Council Agenda Item Summary

Date: October 17th, 2023

Agenda Item: Authorize purchase of (1) 2024 GMC Sierra 1500 Crew Cab 4WD Pickup, from Alan Jay via statewide contract (#209) totaling \$54,226.00

Prepared By: Michael Poteet

Subject: Storm Water Department Vehicle Purchase

Background: The Storm Water Department would like to purchase the vehicle described above.

Findings/Current Activity:

Alan Jay Fleet Sales has provided the attached quote. Pricing for the vehicle has been approved under statewide contract #209.

Financial Impact :

This purchase will be funded by appropriated FY24 Storm Water motor equipment budget line.

Total cost per vehicle = \$54,226.00

Total purchase cost = \$54,226.00

Action options/Recommendations:

Authorize staff to make a one-time purchase of (1) 2024 GMC Sierra 1500 Crew Cab 4WD Pickup, White

Attachment: Alan Jay Quote and SWC #209



GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	49141-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/10/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
10/11/2023

REQUESTING AGENCY	MORRISTOWN, CITY OF (TN)	EMAIL	Mpoteet@mymorristown.com
CONTACT PERSON	MIKE POTEET		
PHONE	423-353-1054	MOBILE	FAX

Contract No. 80358 - SWC209 EVENT # 32110-12904

MODEL	TK10543 1SA	MSRP	\$53,505.00
	2024 GMC SIERRA 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147" WB V8		

CUSTOMER ID	GOVERNMENT PRICE	\$47,706.00
BED LENGTH		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
SH1	Key equipment, two additional key fobs	\$45.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00
CTT	Hitch Guidance	\$0.00
DLF	Mirrors, outside heated power-adjustable	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GU5	Rear axle, 3.23 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, steering wheel-mounted	\$0.00
KC4	Cooling, external engine oil cooler	\$0.00
KNP	Cooling, auxiliary external transmission oil cooler	\$0.00
KW7	Alternator, 170 amps	\$0.00
PCI	Convenience Package	\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	\$0.00
UF2	LED Cargo Area Lighting	\$0.00
VK3	License plate kit, front	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
Z82	Trailer Package	\$395.00
FACTORY OPTIONS		\$2,970.00

Contract No. 80358 - SWC209 EVENT # 32110-12904

AFTERMARKET OPTIONS

DESCRIPTION

SRU MORR

(1) MC16PF WHELEN MINI CENTURY 16" LIGHTBAR (AMBER/WHITE LED)
(CLEAR DOME) (PERMANENT MOUNT)
(1) AT-GM-SPL 20" LO-PROFILE ROOFTOP MOUNTING PLATFORM FOR 2020+
1500/2500/3500 WITH SPOILER ON REAR CAB
TLIF ION T-SERIES LINEAR SPLIT W/A
(1) COMMANDER PLUS8-4W4A - 8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 WHITE AND 4
AMBER PODS
(2) SRUS-L-3 "L" BRACKET FOR ARROW STICK 3"
(1) LT1511 LIGHTED TOGGLE SWITCH
(1) WARNING LIGHT INSTALL
(1) VEHICLE PREPARE AND RUN HARNESSES
1 X AMBER/WHITE 16" MIMI LIGHT BAR ON 3RD BREAK LIGHT
PLATFORM (MC16PF, AT-GM-SPL)
2 X AMBER/WHITE LED'S WARNING ONLY FRONT GRILL (TLIF)
1 X A/W/A/W/A/W/A/W WARNING ONLY 8-POD STICK IN REAR
WINDOW WITH BRACKETS (COM+6, SRUS-L-3)
1 X LIGHTED SWITCH (LT1511)

\$3,550.00

AFTERMARKET OPTIONS

\$3,550.00

TRADE IN

TOTAL COST

\$54,226.00

YES WE TAKE TRADE INS. ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$54,226.00

Estimated Annual payments for 60 months paid in advance: \$12,144.39

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" ProMSRP:\$46,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL	MSRP
TK10543	[Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro	\$46,700.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
5H1	Key equipment, two additional key fobs	\$45.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		\$0.00
G80	Auto-locking rear differential		\$395.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
JL1	Trailer brake controller, integrated		\$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	Inc.	
PCI	Convenience Package		\$1,070.00
QBN	Tires, 255/70R17 all-season, blackwall		\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
VQO	LPO, Black assist step		\$495.00
Z82	Trailer Package		\$395.00
SUBTOTAL			\$50,970.00
Adjustments Total			\$0.00
Destination Charge			\$1,895.00
TOTAL PRICE			\$52,865.00

FUEL ECONOMY

Est City:16 (2023) MPG

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro ( Complete)

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Standard Equipment

Package	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	<p>Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)</p> <p>Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)</p> <p>Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)</p> <p>Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)</p> <p>GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.) (STD)</p> <p>Push Button Start</p> <p>Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)</p> <p>Transfer case, single speed, electronic Autotrac with push button control (4WD models only)</p> <p>Suspension Package, Standard</p> <p>Four wheel drive</p> <p>Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)</p> <p>Frame, fully-boxed, hydroformed front section</p> <p>Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as a free flow option.)</p> <p>Cargo tie downs (12), fixed</p> <p>Steering, Electric Power Steering (EPS) assist, rack-and-pinion</p> <p>Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors</p> <p>Capless Fuel Fill</p> <p>Exhaust, single outlet</p> <p>Exhaust, aluminized stainless-steel muffler and tailpipe</p>
Exterior	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)

Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)

CornerStep, rear bumper

Grille (Chrome header with flat black grille insert bars)

Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)

Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light

Mirrors, outside manual, Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Tailgate and bed rail protection caps, top

Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)

Door handles, Black grained

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless, Apple CarPlay / Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Compass, located in instrument cluster

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)

Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)

Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)

Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)

Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)

Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear seat belt warning (Requires Crew Cab or Double Cab model.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps, LED signature lighting

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Alan Jay Fleet

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

WARRANTY


Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro ( Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2846 lbs
Curb Weight - Rear	1982 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	954.00 lbs
Reserve Axle Capacity - Rear	1818.00 lbs	As Spec'd Curb Weight	4828.00 lbs
As Spec'd Payload	2272.00 lbs	Maximum Payload Capacity	2272.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4828.00 lbs	Reserve Axle Capacity	2772.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9200 lbs	Wt Distributing Hitch - Max Tongue Wt.	920 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8300 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2075 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3800 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3800 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	3800 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	--------	--------------------------------	-----

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Alan Jay Fleet

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Vehicle: [Fleet] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro ( Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
--------------------	-----	------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.43 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.92 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	62.9 ft ³	Ext'd Cab Cargo Volume	N/A

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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Alan Jay Automotive Management Inc
5330 US Highway 27 S
Sebring, FL 33870-5661

Vendor ID: 0000233695

Contract Number: 000000000000000000072420

Title: SWC209 Vehicles

Start Date : September 29, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008
Manufacturer Item #:
Unit Price: \$ 0

Michael E. Perry

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov, c=US
Date: 2021.09.21 10:08:12 -0500

Mike Neely

Digitally signed by Mike Neely
Date: 2021.09.21 09:11:48
+05'00'

CHIEF PROCUREMENT OFFICER

PURCHASING AGENT

DATE _____

The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: October 17th, 2023
REQUEST: Release of Infrastructure Sureties – Windswept Development

SUBMITTAL:

Manchester Realty, LLC. has requested the release of a portion of their cash bond, held by the City in the amount of \$2 million, for infrastructure improvements made to Phases 1-3 and construction of Phases 5-6 of Windswept Subdivision. Per the City's Subdivision Regulations, a request for release must be approved by the Morristown Planning Commission. If all applicable requirements have not been fulfilled, only half of the surety may be released.

As the applicant has not completed the subdivision requirements in full, the Planning Commission voted at their regular October 10th (2023) meeting to release one-half or \$1 million of this surety.

In addition, Manchester Realty is requesting the surety bond (# LICX1214849) in the amount of \$973,725.00 covering completion of Phase 4 (Serenity Sound) of the same subdivision be released. The property owner has satisfied all applicable requirements for this phase.

RECOMMENDATION:

The Planning Commission at their October 10th (2023) meeting voted in favor of releasing one-half of the \$2 million cash bond as well as, releasing in its entirety, the bond for Phase 4 in the amount of \$973,725.00.

AGREEMENT FOR PARTIAL RELEASE OF CASH BOND

This Agreement for Partial Release of Cash Bond (“Agreement”) is entered into this ____ day of October, 2023, by and between the City of Morristown (“City”), Manchester Realty, LLC (“Manchester”), and John “Mitch” Potter (“Potter”), collectively referred to as the Parties.

WITNESSETH

WHEREAS, the Parties executed an Agreement on January 3, 2023 (“January 3rd Agreement”) wherein Manchester put \$2,000,000.00 in the trust account of attorney C. Dewaine Evans to serve as a cash bond for the completion of Phases V and VI, the roundabout at the northern terminus of Windswept Way, Edgewater Sound and Serenity Sound, and final paving in Phase III of Windswept (collectively “Outstanding Items”) in exchange for the City’s cooperation in the granting of final plat approval for Phases V and VI;

WHEREAS, per the January 3rd Agreement, the monies will be immediately returned in full to Potter upon completion of the Outstanding Items;

WHEREAS, Potter has substantially completed the Outstanding Items with only minor issues that remain; and

WHEREAS, the City has agreed to an immediate release of \$1,000,000.00 of the cash bond to be paid to Potter based upon substantial completion of the Outstanding Items.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the Parties hereby agree to the following:

1. **DISBURSEMENT TO POTTER.** The City agrees to the immediate release and return of ONE MILLION DOLLARS (\$1,000,000.00) of the \$2,000,000.00 cash bond in the trust account of C. Dwaine Evans to Potter.
2. **REMAINING CASH BOND.** The remaining cash bond of \$1,000,000.00 in Evans’ trust account shall be governed by the terms found in the January 3rd Agreement.
3. **NO OTHER EFFECT.** This Agreement shall not affect or impact any decision that has been or may be made regarding the release of any other bonds in place that relate to Potter, Manchester, and Windswept.

IN WITNESS HEREOF, the Parties have properly and duly executed, or have caused their duly appointed attorneys, officers or agents to execute and delivery this Agreement on the date here first above written.

~Signatures on next page~

IN WITNESS HEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

MANCHESTER REALTY, LLC

By: _____

John M. Potter, Manager

JOHN M. POTTER

By: _____

John M. Potter, in his individual capacity

CITY OF MORRISTOWN


By: _____

Name: _____

Title: _____

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: September 26, 2023

Subject: LAMTPO 2050 MTP Contract with TDOT

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is starting to the 2050 Metropolitan Transportation Plan (MTP). This is a document that covers at least a 20-year timespan of multimodal transportation projects, that must be updated every 4 years in areas of air quality non-conformity and/or maintenance areas. Jefferson County is within the Knoxville/ Knox County maintenance area for Ozone.

LAMTPO, in conjunction with TDOT and the Knoxville TPO, has selected Stantec Associates to do the 2050 MTP document. The total contract cost to do both Knoxville's and LAMTPO's MTP is \$747,704.00. The total contract amount for LAMTPO is 25% or \$186,926.00.

The \$186,926.00 is further broken down as shown in the table below.

TOTAL	Federal (0.8)	State (0.05)	Local (.15)
\$186,926.00	\$149,540.80	\$9,346.30	\$28,038.90

The Local match of \$28,038.90 is further broken down by the participating agencies, as shown in the table below.

PLACE	POPULATION Within Urbanized Area (Voting Members)	PERCENTAGE Within Urbanized Area (Voting Members)	2050 MTP Costs (Local Share)	Local share
Morristown	30,141	46.10%	\$28,038.90	\$12,925.93
Hamblen County	19,742	30.20%	\$28,038.90	\$8,467.75
Jefferson City	8,185	12.52%	\$28,038.90	\$3,510.47
White Pine	2,439	3.73%	\$28,038.90	\$1,045.85
Bean Station	2,680	4.10%	\$28,038.90	\$1,149.59
Jefferson County	2,188	3.35%	\$28,038.90	\$939.30
TOTAL	65,375	100.00%		\$28,038.90

The LAMTPO Executive Board approved a budget of \$200,000.00 for the 2050 MTP, thus this is in line with what was approved. Morristown is the “banker” for LAMTPO, thus will need to pay the \$28,038.90 to TDOT, and Morristown will be reimbursed from the other agencies.

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.

Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)
Morristown, TN – Jefferson City, TN – White Pine, TN – Hamblen County, TN – Jefferson County, TN

Memorandum

To: City of Morristown, TN
From: Richard DesGroseilliers, GISP
Date: September 26, 2023
Subject: 2050 MTP TDOT Invoice



Please Pay TDOT \$28,038.90 for services pertaining to the 2050 MTP. This needs to be in the **172-41761-399** Other Contracted Services account.

This is a CPG Grant project.

Thank You!!



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

LONG RANGE PLANNING DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3421

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

September 18, 2023

Lakeway Area Metropolitan Transportation Planning Organization (LAMPTO)
City of Morristown
PO Box 1499
100 W 1st Street
Morristown, TN 37814

Re: Local Match Check Request

Mr. DesGroseilliers,

As previously discussed, LAMPTO has agreed to utilize their Consolidated Planning Grant (CPG) to cover some of the costs associated with Task order #65548-72 for Knoxville and Lakeway's 2050 Metropolitan Transportation Plans that will be completed under Long Range Planning's (LRP) consultant on call contract.

LAMPTO's CPG is comprised of 80 percent federal planning funds, 15 percent local match funds, and five percent state funds. In order to establish funding for this task, LRP is requesting LAMPTO's submission of their 15 percent local match to fulfill your financial commitment and reaffirm your investment in this project.

Based on LAMPTO's commitment to this task, the local funding match being requested is **\$28,038.90**. This check will need to be made payable to the Tennessee Department of Transportation and mailed to the Long Range Planning Division at the address included in the letterhead.

Thank you for your cooperation regarding this matter. If you have any questions or concerns, please contact us. DSM.

DSM

Best Regards,

Matthew Meservy, PE, TDM-CP
Director

MRM/js

(Fill out only by State)



TASK ORDER
Task 65548 - 72:

R1NPLN-F7-002 (THE STATE Project No.)
65548 (Contract No.)

08/01/2023
Date

This Task Order is made and entered into between the State of Tennessee Department of Transportation (STATE) and Stantec Consulting Services Inc. (CONSULTANT).

The (Consultant) agrees to undertake the following work in accordance with the provisions of Contract #65548 between the STATE and CONSULTANT dated 03/06/2020.

Scope of Work:

Knoxville and Lakeway 2050 MTP (scope attached).

Time of Performance:

All tasks associated with the scope of work shall be completed and submitted to Michelle Christian by 04/30/2025 assuming a Notice to Proceed date of 08/18/2023.

Compensation:

Payment to the CONSULTANT shall be the not-to-exceed amount of \$747,704.00. Amount is based on the CONSULTANT'S estimate of work hours by classification multiplied by the CONSULTANT'S associated hourly Billing Rates as established in the Contract and summarized in Contract section C.3. (b). The not-to-exceed amount represents maximum payment and will not be increased.

The receipt of the Task Order accompanied with the Notice to Proceed signed by the STATE will constitute the CONSULTANT'S right to begin work. The CONSULTANT is not to undertake any extra work outside the scope of this Task Order, unless amended in writing.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: **Stantec Consulting Services Inc.**

A handwritten signature in black ink that reads "Michael Rutkowski".

8-22-2023

CONTRACTOR SIGNATURE

DATE

Michael Rutkowski, Senior Principal

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



2050 Metropolitan Transportation Plans (MTP): Knoxville Regional Transportation Planning Organization (Knoxville TPO) and Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)

Statement of Work

UNDERSTANDING THE PROJECT NEEDS AND THE KNOXVILLE / LAKEWAY REGIONS

Our Team understands that the Knoxville and Lakeway regions are continually improving their mobility infrastructure and policies. Your Task Order Request provides some valuable insights on how you view yourself, the goals of these MTP updates, and what you are seeking in a partner. Our understanding is built upon these insights and observations.

We acknowledge the pending changes to TPO boundaries based on the 2020 Census Urban Area delineation, and appreciate your flexibility through this process. A review of community demographics suggest that today, your average commuter travel time to work is ~20-22 minutes, which ranks just below the national average (~26-27 min), however among the top three in the State of TN. **More than 88% of travel to work trips involve an automobile** (drive alone or carpool), leaving an 8% portion of work from home, and the balance of approximately 2% using an alternative mode. Renter occupied households without access to a vehicle is relatively low at 3%, though it is three-times larger than zero-vehicle owner occupied housing units. These suggest limited options for trip making and even more demand for multimodal accommodations as the region continues to grow in population. The need for efficient and reliable transit (as well as modal technology) is essential with the city continuing to grow in size and workers living further away from places of employment.

Strength and Innovations of the Stantec Team. Our team understands the long-range transportation planning process and FAST Act requirements having completed **more than 20 LRTPs/RTPs in the last 15 years alone**. This is what we do! Some of our previous clients are identified in the [Appendix](#). Numerous opportunities will arise through **holistic planning approaches** that

integrate creativity, technical excellence, and a public understanding of this important planning process. We are excited to use these innovative approaches to deliver two (2) fresh Metropolitan Transportation Plans (MTP) that **exceed** federal and state requirements and, importantly, the needs of your growing regions. In addition, our experience with these types of projects means that capacity and availability are not an issue with our team. Everyone our team has more than 60% availability to be responsive to project needs.

Experienced and available resource team. Our Team includes specialists from around the Region, with support from subject matter experts around the country. Our core team members have collaborated on numerous municipal and regional transportation planning efforts in the past decade. **Mike Rutkowski, PE, AICP**, will serve as the Principal-in-Charge and lead the technical aspects of the project. Mike has managed more than 25 LRTPs/RTPs in his career and leads Stantec's Complete Streets initiative. **Timothy Tresohlavy, AICP, GISP** will serve as our project manager, with two decades of experience with regional transportation planning for CTP/LRTP/MTP and the Congestion Management Process. **Matt Hayes, AICP**, of *Alta Planning + Design* will serve as our multimodal planning specialist, blending bicycle facility design with [Safety Action Plan](#) expertise within the City of Knoxville. **Matt Davis, PE, PTOE**, will serve as your Traffic and ITS Department lead. Matt brings a strong understanding TDOT traffic signal/ITS systems and infrastructure. **David Adams, ENV SP**, from *Wilmot Inc.* joins our team to support environmental resiliency planning and incorporating Justice40 guidance.

YOU ARE...

- ☑ **THE leader** in Eastern TN, with several TPO/MPO and local governments monitoring your progress so they can follow your lead;
- ☑ **Committed to** continually progressing forward with regional transportation planning and economic development opportunities using best practices and principles; and
- ☑ **Challenged by** travel time reliability for weekday commute to work (SOVs) patterns, much like other TPOs / regions in the nation.



YOU ARE SEEKING

- ☑ **A partner** with expertise and best practices in regional transportation planning – exceeding FHWA guidance – from other metropolitan areas experiencing similar growth and mobility challenges
- ☑ **Unified MTP process** and consistent project recommendations across both TPO plans
- ☑ **Data-driven** performance measures, targets, and evaluation criteria to guide future policy making
- ☑ **Equitable** considerations within an inclusive outreach process
- ☑ **A pair of MTP products** that are clear, concise, and easily read by the public



APPROACH TO THE PROJECT

TASK 1: PROJECT MANAGEMENT

Our intention is for the Stantec team to concurrently manage two MTP updates with two TPO Clients, working within one TDOT Long Range Planning Division contract agreement. The overall project will be coordinated over 18-months, generating draft MTP documents for review by the October 30, 2024 targeted deadline, and incorporating comments for the final MTP documents by the May 31, 2025 deadline.

Work Program. The Stantec team will provide each TPO with project work programs (PWP) at the beginning of the planning process. This PWP and schedule will be updated monthly to reflect unforeseeable adjustments and progress made to date.

Production Meetings. Project Team (Stantec and Client PM) meetings will be conducted monthly to keep team members focused on their assignments and the overall project schedule and address the myriad of issues that tend to pop up during a project. An in-person kickoff meeting will be hosted by the Client and facilitated by the Stantec team at the inception of the project.

Technical Advisory Committee. The Client will form a Technical Advisory Committee (TAC) that includes TPO, City Engineers and Planners, TDOT, and Study Team staff. The TAC validates the planning process and provides a direct conduit between TPO staff, elected officials, interested stakeholders, and the general public for developing a successful planning process. The TAC will be a subcommittee of the TPO Study Team, including TDOT representatives and other key stakeholders (i.e., local transportation leaders). The TAC will review planning activities and provide direction on the MTP process. This Team will provide feedback and guidance throughout plan development and work on technical and non-technical issues that arise within the overall planning process. The Project Team anticipates holding up to eight (8) virtual meetings and in-person when appropriate.

TPO Meetings/Briefings (2). The Stantec team will make formal presentations to the TPO Executive Boards to keep them engaged and updated during the planning process. Our briefings may include a summary of key issues for the TAC, and highlight important action items and responsibilities in the plan implementation matrix.

☑ **Deliverables:** (1) Prepare project work program, TAC meetings and schedule followed by monthly updates.

"IT HAS BEEN A PLEASURE WORKING WITH YOU BOTH [MIKE AND TIM]! THANK YOU FOR ADHERING TO SUCH AN AGGRESSIVE TIMELINE. HOPEFULLY OUR NEXT PROJECT WE CAN SPEND MORE TIME TOGETHER." – ANDREA NOEL, TDOT PLANNING SUPERVISOR, CLEVELAND MPO REGIONAL TRANSPORTATION PLAN UPDATE

TASK 2: REVIEW OF EXISTING PLANS AND DATA NEEDS

The Stantec team will assemble relevant data from the TPO/TDOT and employ a critical review method that summarizes key data, recommendations, and policies for the planning process reflected in the past, adopted plans and policy reports (2045 Mobility Plan / MTP) using three criteria:

1. Plan / policy title, date of adoption / last update,
2. Description of content (summary of goals and recommendations, status of plan implementation, new issues since plan adoption), and
3. Contact points, including information gathered from past planning processes and observations made by the review team. We will evaluate post-plan issues and opportunities to address.

As a part of this task, the Stantec team will submit a data needs request letter to the TPO/TDOT of all relevant data required to develop the MTP. The Stantec team will set up coordination meetings with TDOT, KRTP, LAMTPO, and FHWA staff to confirm data availability and access.

☑ **Deliverables:** (1) Coordination meetings with TDOT, FHWA, KRTP, LAMTPO; (2) Prepare a Plan Review technical memo with the findings and supporting the rationale of the plan and data review; and (3) Prepare a technical memo with the proposed methodology, strategic recommendations, and supporting rationale for the travel demand model update. These products will be digitally transferred to the Client.

TASK 3: PUBLIC INVOLVEMENT

It is critical to identify local champions during the planning phase and enlist their help in continuing the momentum for implementation long after the plan is adopted. Our team will remain flexible regarding the need for on-site meetings or virtual format meetings to maximize participation and convenience within our new post-pandemic world. We have several virtual meeting platforms, such as **Zoom**, or **Microsoft Teams**, for meeting facilitation and discussion, as needed. Collaborative workspaces such as **ArcGIS Online**, **Mural**, and **3D Vista** have also been proven necessary tools for crowd-sourcing ideas and future vision.

Public Participation Plan (PPP). The Stantec team has local experience developing public participation plans (PPPs) that follow state and federal guidelines. It's important to incorporate innovative and virtual community outreach techniques without losing the standard grassroots methods to reach those "hard to reach" communities. Our plan will be all-encompassing to avoid missing out on opportunities to bring awareness to the project and receive quality information from our local communities. The PPP will also include methodologies as to how to document comments accurately and how to maintain transparency.

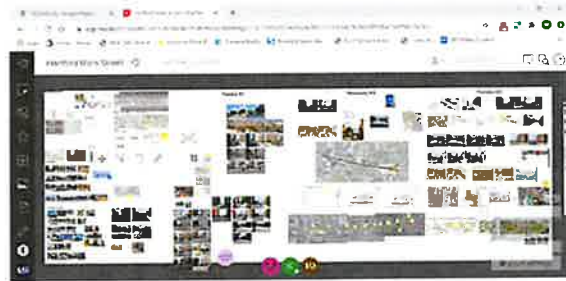
TAC and Stakeholder Work Session. A TAC and stakeholder work session will take place once the draft existing conditions portion of the study is complete. This work session will help develop the project's vision, validate the existing conditions data collection, and retrieve input on solutions. The work session will be interactive with a survey, interactive mapping exercises, and a break-out session to develop solutions for defined problems. This meeting will include a visioning exercise using live polling to energize participants and encourage collaboration.

Project Awareness. The Stantec team will prepare a project website to provide information about the process and organize engagement activities such as launching the **project survey** and **interactive map**. Project contact information will be included to maintain an open channel of communication. This is a great tool to allow participants to stay informed during the planning process. The Stantec team recommends the following elements: a project schedule, resources library, project background, TAC members, ways to stay involved, interactive online tools for input, public input summaries, and project contact information. The Stantec team will provide information in the form of images, maps, applicable videos, and text to be included in this website. The Stantec team will be responsible for the setup, content, and maintenance of the website domain through the completion of the project.

Community Meetings (2). The Stantec team will work with the Client to prepare personal invitations to elected officials and their key staff, which substantially boosts attendance. The Stantec team will prepare exercise(s) for people to conduct at this meeting, whether it is taking a survey (live polling), participating in interactive mapping exercises, or working in small groups to develop solutions to problems that the Stantec team outlines for them. Part of this event will include a visioning exercise to energize participants and help them collaborate to craft our Study's guiding principles. After the stakeholder work session, the first community meeting will align with the initial phase for due diligence, data inventory, and the visioning process. The second community meeting will take place once the recommendations are developed and approved by the Client. During the second meeting, the Team will focus on validating what they heard during the first meeting and input on the proposed recommendations.

Public Input. The Stantec team will prepare a public survey (hardcopy and digital, i.e., QuestionPro, Survey Monkey, or equivalent) to solicit feedback from the general public and to be included in the report efforts. The Stantec team will work with the Client to utilize their contact database information and public listservs to distribute the online survey to participants, targeting outreach to minority/disadvantaged populations. The project website/webpage will have a link to the digital survey.

- ☑ **Deliverables:** (1) Print-ready PPP (2) Content (and maintenance) for project website developed; (3) Newsletter and Social media content ready to share digitally; (4) Interactive surveys for input (5) One client work session; (6) Two community meetings; and (7) Written summary of public input and stakeholder coordination.



Innovative online engagement tools, including the Mural Space for public comment and a virtual workshop produced via 3D Vista.

TASK 4: VISION AND GOALS

Guiding Principles. Built upon feedback received by the public and stakeholders, as well as a thorough review of previous planning efforts, the Stantec team (in cooperation with TPO planning staff) will craft a series of guiding principles. These value statements will reflect a broad context for the region, including land development policies and resiliency, and be used as a guide for the development of regional transportation goals.

**"THIS IS THE BEST LONG RANGE
TRANSPORTATION PLAN THAT I HAVE
EVER SEEN IN THE (SC) STATE."**

**— DAN HINTON, FHWA, CHARLESTON
AREA 2040 LONG RANGE
TRANSPORTATION PLAN**

Mobility Goals. The Stantec team will review and reference the following information when developing mobility goals: adopted comp plan(s), regional growth strategy, and 2045 MTP; Federal Planning Emphasis Areas (FAST Act Implementation, Regional Models of Cooperation, and Ladders of Opportunity); Ten Federal Planning Factors required by 23 USC 134 and 23 CFR 450, including: economic vitality; safety; security; accessibility and mobility; environment; integration and connectivity; efficiency; preservation of the existing system; resiliency and reliability of the transportation system and mitigation of stormwater impacts of surface transportation; and enhancement of travel and tourism.

☑ **Deliverables:** (1) *Develop and refine project Guiding Principles, and Mobility Goals.*

TASK 5: EVALUATION CRITERIA, METHODS, AND MEASURES

Federal requirements, including Fast ACT have placed increased interest on **performance management** within the Federal-aid highway program and transit programs, and requires use of performance-based approaches in metropolitan transportation planning. The Stantec team will review the existing quantitative performance measures for prioritizing transportation improvements, and suggest adjustments or refinement. We will also develop and recommend policy and regulatory measures (Best Practices) to help local government practitioners implement transportation improvements, for example policies for traffic impacts (TIAs), connectivity standards, access management, trails and sidewalks, Complete Streets, and traffic calming strategies. We will work with TAC and the MPO Policy Board to develop "weighted values" for evaluation criteria to be used in developing the prioritization of projects (Task 9).

☑ **Deliverables:** (1) *Refine project evaluation criteria, and link with performance measures / targets.*

TASK 6: EXISTING CONDITIONS AND DEFICIENCIES

Task 6A: System Performance and Deficiencies

A significant data assembly effort will be conducted at the outset of this task. Several data needs will be identified using a data needs list to include system performance and reporting to evaluate FAST Act Performance Measures: PM 1 – Safety; PM 2 – Infrastructure Maintenance; and PM 3 – Performance – Level of Travel Time Reliability (LOTTR). The Stantec team will review existing relevant background data and documents to evaluate system performance and identify existing system deficiencies. This analysis will establish the mobility framework to help identify strategies (Task 7) for mitigating deficiencies (congestion and multimodal). Primary tools will include outputs from the **travel demand model (TDM)**, crash summaries, INRIX/RITIS probe analytics platform, and population and employment forecasts. Identification of deficiencies will consider all modes of transportation and include safety, connectivity, integration, congestion/level of service, travel time reliability, people and goods movement, maintenance, and preservation, ITS, all forms of mobility and accessibility. We also have StreetLight data (free to our Clients) that we can use to inform realtime travel characteristics for each community.

ROADWAYS AND FREIGHT

Travel Demand Model. Our travel demand model team will perform an initial validation of the base year mode, incorporating new Census data as available. Looking forward the Stantec team will recommend access management, Intelligent Transportation System (ITS) improvements, travel demand reduction programs, Complete Streets, and network connectivity. Prior project work had demonstrated that identifying a **collector street/connectivity system** is critical to relieving congestion on the regional arterial system and providing alternative routes for emergency service providers. Network deficiencies or improvements will utilize two independent tools: (1) Outputs from the travel demand model, and (2) multimodal level-of-service analysis to assess performance and benefits from recommendations.

Freight Assessment. Our engagement efforts will include a targeted **survey of regional freight carriers** and stakeholder groups to identify the unique issues and opportunities relating with freight movements. Further, the Stantec team will prioritize freight corridors from the INRIX/RITIS platform and make recommendations regarding applicable policies, plans and programs at the State and Federal level.

MULTIMODAL ASSESSMENT

The Stantec team will work with the TAC to identify key intersections and corridors for detailed reviews and multimodal assessments. The Stantec team will gather data on street widths, shoulder type, bicycle/pedestrian accommodations, and transit frequencies/accommodations from the Client or other available resources. The Stantec team will conduct a **Multimodal Level-of-Service (MMLoS)** assessment of major travel ways (i.e., arterials) and intersections to complement traditional volume-to-capacity (V/C) and safety (crash data provided by TDOT) maps that only evaluate roadway congestion. The MMLoS method provides a service rating (A-F) for walking, biking, and transit, allowing for a level comparison with vehicles. **Bicycle/Pedestrian/Greenway Integration.** We will incorporate regional bicycle and pedestrian planning efforts, and incorporate existing multimodal needs directly into project recommendations for prioritization scoring.

PUBLIC TRANSPORTATION

Public Transportation. The Stantec team will summarize existing service using route and ridership data collected through the comprehensive operational analyses, and current route information provided by agencies. Our transit team members will coordinate with management and planning staff to identify planned transit service and capital improvement projects. In addition, the transit team will provide a status update and future activities planned. This task assumes virtual coordination with Knoxville Area Transit (KAT) Knox County Community Action Committee (CAC) Transit, Lakeway Area Metropolitan TPO Transit (LAMTPO), and East Tennessee Human Resource Agency (ETHRA) staff outside of the regular TAC meetings.

"THE 2045 RTP HAS REFRESHED OUR COMMUNITY'S TRANSPORTATION PLANNING EFFORT WITH NEW PERSPECTIVES AMIDST CONSTRAINTS OF TIME, BUDGET, AND A GLOBAL PANDEMIC, ALL WITH AN EYE TOWARD FUTURE MOBILITY FOR PEOPLE AND FREIGHT ACROSS ALL MODES."

— GREG THOMAS, FORMER DIRECTOR, CLEVELAND URBAN AREA MPO

- ☑ **Deliverables:** (1) Base year (calibration) and review of existing capacity deficiencies. (2) Freight survey and assessment. (3) Integrate Bike-Ped planning efforts, and MMLoS assessment. (4) Public transportation assessment of service and planned capital improvements.

Task 6B: Congestion Management Process – Knoxville Regional TPO only

System performance data assembled for the above tasks will be summarized into a Status of the Region Mobility report that meets FAST Act guidelines for a Congestion Management Process (CMP). This document will be a concise report on regional network performance, periodic and repeated congestion bottlenecks, travel time characteristics, and safety trends. The intent of the Status of the Region report will be to provide a "snapshot" of past and current mobility trends, review system performance, identify key corridors for improvement and develop system-wide congestion management strategies that are consistent with core values of the region and the MTP update. Performance within this CMP context will summarize relative statistics for VMT, VHT, segment miles of congestion, and other metrics.

Guidance for implementation and evaluation (steps 7-8 of the CMP) will be integrated within the MTP update so that these intrinsically related resources are appropriately integrated.

- ☑ **Deliverables:** (1) Status of the Region Mobility report.

TASK 7: DEVELOP STRATEGIES

This task further develops multimodal recommendations and a program of phased projects supported by the Region's vision, stakeholder, and public input. Safety will be considered when reviewing future infrastructure needs – and not just for vehicle operators. Pedestrians, bicyclists, and transit riders will be a core consideration in identifying opportunities to improve safety throughout the transportation system. Emphasis will be placed on a **Safe Systems Approach** to Long-Range Planning, incorporating FHWA guidance and adopted local Safety Action Plans or Policies.

Task 7A: ROADWAY DEFICIENCIES

Travel Forecast and Deficiencies. The base year model will incorporate 2020 socioeconomic conditions, with interim years (2030 and 2040), and a Planning Horizon year of 2050. Future year projections for housing and employment will augment the existing socioeconomic forecasts and be reviewed in coordination with local staff. A future year (2050) Existing plus Committed (E+C) network will be generated, to examine patterns of roadway capacity deficiencies (volume over capacity ratios), and identify areas that are anticipated to operate at unacceptable levels of service. An **alternative transportation network** will be evaluated for connectivity using a preferred collector streets network of many local road connections.

Coordination with TPO/TDOT staff is anticipated because we are assuming four (4) to six (6) model runs may be necessary to facilitate the planning process, including base year, horizon years (E+C), and design year analysis. All model runs will be conducted by the Stantec team, including model network performance measures, travel time characteristics, and volume to capacity mapping results.

Freight Deficiencies. Freight is an essential aspect of economic activity in this Region, and introduces specific challenges and opportunities for the overall development of the transportation system. The Stantec team will utilize INRIX Probe Analytics tools for freight to identify bottleneck locations of need for capacity and safety improvements.

System-level Maps: Detailed system-level maps for all modes (by horizon year) will be developed. A discussion of national trends in transportation, including network resiliency and functional evacuations, connected and autonomous vehicles (CAV), and electric vehicle technology (EV) will be incorporated.

- ☑ **Deliverables:** (1) Develop roadway scenarios/recommendations for specific corridors including lane(age) requirements, access management, and other potential solutions. System level maps for all modes; (2) Develop performance measures and criteria used for network evaluation analysis.

Task 7B: Regional ITS Architecture Update

Intelligent Transportation Systems (ITS). Intelligent Transportation Systems can be a vital tool to mitigate congestion, improve safety, and enhance overall transportation operations. We understand that a regional ITS update has taken place recently, and this task involves only a minor update to validate these changes with local stakeholders. The Stantec Team will rely on our signals experts to review and validate the system upgrades with regard to TDOT standards of practice.

- ☑ **Deliverables:** (1) Perform an expedited ITS assessment, and facilitate discussion with local stakeholders on the effectiveness of recent upgrades.

TASK 8: FINANCIAL ASSUMPTIONS

Financial Assessment. Beginning with the assembly of the prior 10-years of TIP projects for the region, the Stantec team will build and utilize a financial revenue forecast model (excel spreadsheet) of key revenues and expenditure factors, incorporating consumer price index (CPI) trends. The Stantec team will conduct at least one round of balancing to align anticipated costs to future revenues based on TAC discussion. A review of funding programs and allotments will be included to gauge the various funding programs that have been successfully utilized within the region.

Roadway revenues will be forecasted independently from transit revenues. Existing and anticipated transit revenues over the same MTP timeframe (2050 horizon) will be generated to account for programmed service expansions as well as capital investments in fleet replacement or facilities.

STANTEC'S INTEGRATED FUNDING EXPERTISE	100+ FUNDING PROGRAMS LEVERAGED TO ADVANCE CRITICAL COMMUNITY PROJECTS	\$6B+ IN GRANTS AND LOANS SECURED BY OUR TEAMS	150+ FUNDING SPECIALISTS ACROSS NORTH AMERICA
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How are these projects implemented? Identifying a project is easy, finding the appropriate funding is not. Stantec's North American Funding Program (NAFP) will outline a funding strategy to evaluate, confirm, and prioritize efforts that prepare for upcoming Federal funding cycles. Our team includes more than 150 funding specialists in North America, and has **secured more than \$6 billion in grants and loans**, we will leverage this expertise when reviewing project prioritization and funding by horizon year.

- ☑ **Deliverables:** (1) Summary of historical revenues (by source) and expenditures forecasted to 2050 for both roadway improvement projects as well as public transportation services. (2) comparison of available, forecasted revenues compared against projected year-of-expenditure costs.

TASK 9: PROJECT SELECTION AND SCENARIO DEVELOPMENT

Project Selection. Your commitment to a data-driven process that incorporates performance measures necessitates an evaluation of projects for near-, mid-, and long-term implementation. Utilizing geographical information system (GIS) databases, an objective data-driven evaluation process will be constructed to score and prioritize projects based on regional need. Building upon guiding principles, our Team will confer with TPO staff and TDOT to develop the criteria utilized, assignment of weights, and generating the initial ranking of projects (by mode) for review and refinement.

Project selection by horizon year will be the product of the Team, TDOT, TPO staff, and local representatives of the TAC. We recognize that at least one round of project balancing will be required to align anticipated costs to future revenues by horizon year. The refined implementation plan will include roadway (with pedestrian and bicycle projects) and transit enhancement projects that are fiscally-constrained for the 2030, 2040, and 2050 horizon years. Projects above and beyond these funding caps will be categorized as unfunded (Vision Plan) to facilitate the long-term horizon years.

Desktop Screening. In combination with traditional environmental features, **Justice40** resources will be utilized to screen candidate projects for equitable transportation investments. More specifically, projects will be screened for their relationship with: (1) climate and disaster risk burden, (2) environmental burden, (3) health vulnerability, (4) social vulnerability, and (5) transportation insecurity within the region.

- ☑ **Deliverables:** (1) mapped projects by horizon year (fiscally-constrained into phases); (2) Project prioritization and fiscal constraint by horizon year; (3) Summary map and table indicating pertinent information and location of each recommended project by horizon year; and (4) Opinions of probable costs for each recommended project, by mode.

Raw files will be digitally transferred to the Client in .XLSX and .PDF format.

TASK 10: MTP DELIVERABLES

- ☑ We strive to make all our documents concise, clear, and user-friendly for the community. The Stantec team will prepare two (2) multimodal transportation plans that summarize your vision, the planning process, key findings and recommendations, as well as a fiscally-constrained implementation plan. The MTPs, created in InDesign (.Indd) format, will summarize the detailed contents of the preceding tech memos/ reports in a more graphical manner. The Client will make one consolidated set of revisions. The Stantec team will make one (1) round of revisions to the draft reports and will create a **StoryMap** (ESRI ArcGIS Online platform) that provides an interactive visual summary of the MTP resources. This task will also include up to **10 Project Sheets** (for both MTPs) for Hot Spot or corridor based concepts. This include a front and back sheet that includes travel and safety characteristics, land use context, recommended concepts, mapping and cost elements for specific high-profile projects.



Example StoryMap developed by Stantec.

We prefer to write throughout the process, meaning the following sections are proposed to be submitted to the Client for review as they become available:

- Planning context: public participation plan and engagement summary
 - Existing conditions assessment: multimodal/intersection analysis
 - Future conditions: draft project recommendations and mapping
 - Financial plan, and draft/final MTPs
- ☑ **Deliverables:** (1) Complete draft report for distribution and review by TAC, TDOT, and FHWA stakeholders; (2) 10 project sheets; (3) modify report based on one set of combined comments by the TPO; (4) generate a final MTP document for approval; (5) Provide the TPO with all finalized TransCAD databases, supporting files, model documentation to allow the TPO to fully utilize, manage, and update the final networks; and (6) seek TDOT concurrence that the deliverable is viewed as complete and consistent with TDOT requirements

PRIOR EXPERIENCE: MEET OUR TEAM LEADERS

- ☑ *The personnel who comprise our team are available and actively committed to completing a successful project. If additional resources and staffing are required, we can reach out to a pool of hundreds of professionals around the region to make sure we get our assignments done.*



Timothy Tresohlavy, AICP

17 Years of Experience

Education: MA, Human Geography, East Carolina University; BS, Environmental Land Use and Planning, SUNY College of Environmental Science & Forestry

Available and committed to serving you as the Project Manager and main point of contact for this project.

Timothy blends technical analysis skills with practical approaches for CTPs, MTPs, bicycle & pedestrian plans, and corridor/area plans. Timothy has worked on more than 15 CTP/LRTPs in Timothy's career, improving mobility through transportation studies, parking studies, bicycle and pedestrian plans, and strategic master plans.

Experience:

- Cleveland Urban Area MPO Regional Transportation Plan, TN
- Lake Charles MPO Metropolitan Transportation Plan and Comprehensive Transportation Plan, LA
- Morgantown-Monongalia MPO 2050 Metropolitan Transportation Plan and Comprehensive Plan, WV
- Athens Community Mobility Plan, TN



Erica Ortman, PE

7 Years of Experience

Education: BS, Civil Engineering, Auburn University

Experience in charrette based public outreach and innovative concept designs and visualizations.

Erica uses her engineering background to influence multimodal design. Incorporating Complete Streets design into planning and design is her passion, retrofitting corridors to improve walking and biking. Her skillset includes: project management, data analysis, public engagement, graphic design and visualization, conceptual design, cost estimates, and final reporting.

Experience:

- Cleveland Urban Area MPO Regional Transportation Plan, TN
- Lake Charles MPO Metropolitan Transportation Plan and Comprehensive Transportation Plan, LA
- Morgantown-Monongalia MPO 2050 Metropolitan Transportation Plan and Comprehensive Plan, WV
- Charleston Area 2040 Long Range Transportation Plan, SC



Matt Hayes, AICP

23 Years of Experience

Education: MA, Geography, University of North Carolina, Chapel Hill; BS, Biology (Specialization in Environmental Science/GIS), Samford University

Active transportation and safety expert, with experience in providing safe, livable communities across the region.

Matt's is a recognized leader in the multimodal and bicycle and pedestrian planning field. His expertise and passion lie in his ability to take clients from a vision to an implementable plan or project. He has managed over 100 bicycle, pedestrian, and greenway planning projects at the state, regional, community, and corridor levels.

Experience:

- Knoxville Regional Roadway Safety Plan, TN
- Nashville Strategic Plan for Bikes and Sidewalks, TN
- Lexington Area Bicycle and Pedestrian Master Plan, KY
- Statewide Bicycle and Pedestrian Master Plan, Statewide, OH



Mike Rutkowski, AICP, PE

32 Years of Experience

Education: MS Civil Engineering, North Carolina State University; BS Civil Engineering, University of North Carolina at Charlotte

Board Member, National Complete Streets Coalition and a certified Complete Streets Trainer for the Smart Growth America.

Mike leads Stantec's Nationwide Complete Streets program and has led or been involved with more than 35 comprehensive transportation and land use plans in his career. His expertise also includes leading a charrette-based process while integrating "complete streets" and context-sensitive design into his projects.

Experience:

- Cleveland Urban Area MPO Regional Transportation Plan, TN
- Charleston Area 2040 Long Range Transportation Plan, SC
- Lake Charles MPO Metropolitan Transportation Plan and Comprehensive Transportation Plan, LA
- Morgantown-Monongalia MPO 2050 Metropolitan Transportation Plan and Comprehensive Plan, WV



Matt Davis, PE, PTOE

13 Years of Experience

Education: BA, Civil Engineering, Louisiana State University

Strong working history with TDOT and communities large and small around Tennessee.

Matt's capabilities include systems engineering analysis, traffic analysis and modeling, and traffic signal and ITS design. Matt has worked on several assessment projects including the Nashville Regional Smart Mobility Assessment and the TDOT Traffic Management Center Assessment. Matt has built a strong portfolio of project experience that includes the complete project life cycle from planning to operations and maintenance.

Experience:

- Summer Avenue Road Diet Study, Memphis, TN
- Nashville Smart Mobility Assessment, TN
- TDOT ITS On-Call Contracts, Statewide, TN
- TDOT Consultant Technical Support, Statewide, TN



David Adams, ENV SP

14 Years of Experience

Education: BS, Civil/Environmental Engineering University of Cincinnati

Experience engaging underserved communities and viewing projects through a sustainable lens to enhance quality of life and economic benefit.

David has a proven ability to identify underserved community needs, design impactful solutions, and implement sustainable programs with lasting results. He's consulted with local governments on community standards, planning tools, and GIS implementation. David recognizes that viewing projects through a sustainable lens results in more optimized facilities, more valuable communities, and more economical operations.

Experience:

- Cleveland Urban Area MPO Regional Transportation Plan, TN
- Let's Move Nashville Transportation Improvement Program, TN
- 2nd Ave Streetscape Redevelopment, Nashville, TN
- Metro Nashville Solar Program, TN

PRIOR EXPERIENCE: PROJECT HIGHLIGHTS

CLEVELAND URBAN AREA MPO REGIONAL TRANSPORTATION PLAN I CLEVELAND, TN



Project Dates: November 2020 - April 2021

Contact information: Andrea Noel, Andrea.Noel@TN.gov, 423.510.1213

The 2045 RTP is a fiscally-constrained long-range transportation plan that not only satisfies FHWA and TDOT requirements, but also included concept design treatments for four corridors. These design treatments helped to generate interest and a vision for multimodal investments to improve streetscape and surrounding land uses, generating the local support to reinvest. Stantec delivered two rounds of public engagement using a project website, online survey, and ArcGIS Online interactive map. We supplemented these tools with two public events hosted on Zoom and Facebook Live.

[CLICK HERE TO VIEW THE PLAN](#)

LAKE CHARLES MPO MTP AND CTP I LAKE CHARLES, LA



Project Dates: January 2018 - June 2019

Contact information: Walter Council, walter@imcal.la, 337.433.1771

Stantec developed a MTP for the LCMPO as well as a separate analysis and documentation for the non-metropolitan area of the Calcasieu Parish region. These Plans reflect the needs and priorities for multimodal transportation as informed and directed by the citizens, organizations, and elected officials of the Lake Charles region. The LCMPO 2045 MTP is a fiscally constrained transportation plan that complies with Federal Regulations such as the MAP-21 and the FAST Act, as well as a regional Comprehensive Transportation Plan (CTP) for Calcasieu Parish.

[CLICK HERE TO VIEW THE PLAN](#)

MORGANTOWN-MONONGALIA MPO 2050 MTP AND COMPREHENSIVE PLAN I MORGANTOWN, WV



Project Dates: November 2020 - April 2021

Contact information: Bill Austin, AICP, baustin@plantogether.org, 304.291.9571

The MTP process was concurrent with both the Monongalia County Comp Plan and City of Morgantown Comprehensive Plan updates. Stantec facilitated an inclusive engagement process to redefine goals for regional mobility, and align with needs and priorities for land use and transportation. We listened first, allowing feedback from citizens, organizations, and elected officials guide the process. A user-friendly project website served as a single launching point for engagement tools, event, resources, and documents generated along the way. This 12-month planning process involved eight jurisdictions, and many more state and local agencies, emphasizing that the very best planning is Better-Together.

[CLICK HERE TO VIEW THE PLAN](#)

CHARLESTON AREA 2040 LONG RANGE TRANSPORTATION PLAN I CHARLESTON, SC



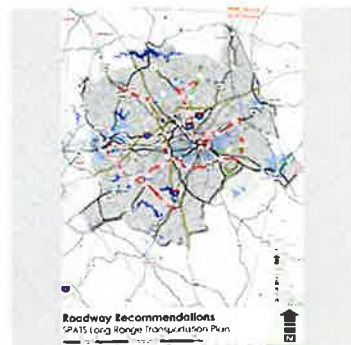
Project Dates: June 2017 - June 2019

Contact information: Vonnie Gilreath, Gilreath@BCDCOG.gov, 919.987.1232

The Charleston Area LRTP was developed using a comprehensive multimodal planning process and public outreach program. Due to geographic and environmental constraints unique to the South Carolina low country, connectivity was a key element of this plan. With a focus not only on comprehensively evaluating the transportation system and recommending and prioritizing future projects, this project also considered the influences of land uses, development, freight needs, environmental issues, and engaging underserved communities in developing project recommendations.

[CLICK HERE TO VIEW THE PLAN](#)

SPARTANBURG AREA TRANSPORTATION STUDY MPO: LONG-RANGE TRANSPORTATION PLAN I SPARTANBURG, SC



Project Dates: September 2015 - February 2016

Contact information: Lisa Bollinger, bollinger@spartanburgcounty.org, 864.596.3472

This plan updated the vision for transportation in Spartanburg County. Freight recommendations are also included in this plan, while environmental justice concerns were considered throughout this planning effort as well. Working closely with SPATS staff, Stantec examined the current conditions for transportation in the SPATS MPO area. As part of this process, Stantec met with a Project Steering Committee, SCDOT and FHWA on a regular basis to ensure that planning efforts had the buy-in of local stakeholders and decision-makers. Incorporating a Complete Streets plan, including the recommendation of specific CS "Hot Spot" intersection designs ensured that the needs of all users were considered.

[CLICK HERE TO VIEW THE PLAN](#)

SCHEDULE

Our proposed timeline for performing project tasks is displayed below, with assumptions made for a 23-month process. Keep in mind, that this Stantec Team has expedited two previous L RTPs within 4 months (due to federal requirements) for our clients. We can easily expedite your schedule if needed.

TASKS	JULY - DECEMBER 2023									JANUARY - DECEMBER 2024												JAN - FEB 2025	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
TASK 1: PROJECT MANAGEMENT																							
TASK 2: REVIEW OF EXISTING PLANS AND DATA NEEDS																							
TASK 3: PUBLIC INVOLVEMENT																							
TASK 4: VISION AND GOALS																							
TASK 5: EVALUATION CRITERIA, METHODS, AND MEASURES																							
TASK 6: EXISTING CONDITIONS AND DEFICIENCIES																							
TASK 7: DEVELOP STRATEGIES																							
TASK 8: FINANCIAL ASSUMPTIONS																							
TASK 9: PROJECT SELECTION AND SCENARIO DEVELOPMENT																							
TASK 10: MTP DELIVERABLES																							
ASSUMPTIONS: <ul style="list-style-type: none"> Schedule is dependent on the final scope of services and client needs Draft 2050 MTP by October 2024 Revised Draft 2050 MTP by Spring 2025 Final 2050 MTP Adoption by February 2025 																							

MANHOUR ESTIMATE BY TASK

Our proposed **cost estimate** for performing these project tasks is displayed below, with assumed split for each TPO.

TASK	CATEGORY AND HOURS						TOTAL HOURS	TOTAL COST ESTIMATE	KNOXVILLE TPO	LAKEWAY TPO
	PROJECT DIRECTOR	PROJECT MANAGER	SENIOR PLANNER	ENGINEER / TDM	PLANNER	DESIGNER				
TASK 1: PROJECT MANAGEMENT	160	220	40				420	\$ 82,540	\$ 61,905	\$ 20,635
TASK 2: REVIEW OF EXISTING PLANS AND DATA NEEDS	32	60	180	80	200		552	\$ 90,840	\$ 68,130	\$ 22,710
TASK 3: PUBLIC INVOLVEMENT	80	180	220	60	256	160	956	\$ 158,432	\$ 118,824	\$ 39,608
TASK 4: VISION AND GOALS		40	40		40	20	140	\$ 22,440	\$ 16,830	\$ 5,610
TASK 5: EVALUATION CRITERIA, METHODS, AND MEASURES	16	48	60		80	32	236	\$ 38,348	\$ 28,761	\$ 9,587
TASK 6: EXISTING CONDITIONS AND DEFICIENCIES		60	100	180	80	40	460	\$ 76,760	\$ 57,570	\$ 19,190
TASK 7: DEVELOP STRATEGIES	40	32	60	106	24	24	286	\$ 50,382	\$ 37,787	\$ 12,596
TASK 8: FINANCIAL ASSUMPTIONS	16	80	60				156	\$ 27,660	\$ 20,745	\$ 6,915
TASK 9: PROJECT SELECTION AND SCENARIO DEVELOPMENT		60	100	60	200	160	580	\$ 90,200	\$ 67,650	\$ 22,550
TASK 10: MTP DELIVERABLES	22	24	120	36	200	320	722	\$ 110,102	\$ 82,577	\$ 27,526
								747,704	560,778	186,926

APPENDIX

PROJECT SIMILARITIES

Below you will find our top projects and the projects with similarities to the Knoxville Regional TPO and LAMPO Comprehensive Transportation Plan Update. Our Multimodal Planning Team has successfully completed these and many others with similar tasks / elements.

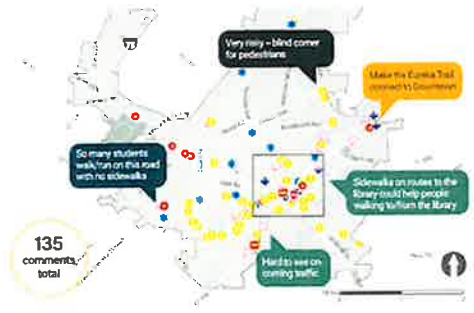
PROJECT NAME <input checked="" type="checkbox"/> Tennessee Located Project	CORRIDOR CONCEPT DESIGNS	MULTIMODAL PLANNING	PRIORITIZATION	GROWTH STRATEGIES	STAKEHOLDER OUTREACH	TRANSIT PLANNING	HOT SPOTS / INTERSECTIONS	SAFETY ANALYSIS	TRAVEL DEMAND MODELING
<input checked="" type="checkbox"/> Cleveland Urban Area MPO Regional Transportation Plan (2050)	✓	✓	✓	✓	✓	✓	✓	✓	✓
<input checked="" type="checkbox"/> Mt. Juliet (TN) Comprehensive Transportation Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓
<input checked="" type="checkbox"/> Athens (TN) Community Mobility Plan	✓	✓	✓		✓			✓	
<input checked="" type="checkbox"/> Gainesboro (TN) Community Mobility Plan	✓	✓	✓		✓			✓	
Morgantown-Monongalia (WV) MTP Update	✓	✓	✓	✓	✓	✓	✓	✓	✓
IMCAL/Lake Charles (LA) MPO MTP	✓	✓			✓		✓	✓	✓
Charleston (SC) Area Transportation Study and Long Range Plan	✓	✓	✓		✓	✓	✓	✓	✓
Knightdale (NC) Comprehensive Transportation Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓
Garner Comprehensive Transportation Plan	✓	✓		✓	✓		✓	✓	✓
City of Charleston (SC) Comprehensive Transportation Plan	✓	✓			✓	✓	✓	✓	✓
Decatur (GA) Comprehensive Transportation Plan	✓	✓	✓		✓	✓	✓	✓	✓
Dorchester County (SC) Comprehensive Transportation Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓
Goldsboro MPO Long Range Transportation Plan	✓	✓	✓		✓	✓	✓	✓	✓
Horry County/North Myrtle Beach (SC) CTP	✓	✓	✓	✓	✓	✓	✓	✓	✓
CAMPO (NC) Northeast Area Transportation and Land Use Study Update	✓	✓	✓		✓	✓	✓	✓	✓
CAMPO (NC) Southwest Area Transportation and Land Use Study	✓	✓	✓		✓	✓		✓	✓



Concept Design
Mt. Juliet CTP



Symposium Flyer,
KnightdaleNext CTP



ArcGIS Online Interactive Map,
Athens Community Plan

OUR CLIENTS TALK



L RTP COMPLETED IN 4 MONTHS!!!

"I just want to commend the efforts of Stantec and my staff for moving this project forward so rapidly...I can't believe the level of effort and quality that you (Stantec) have provided on our project...well done!" — Bob Harkrader, Spartanburg County Planning Director, Spartanburg MPO LRTP



"Just wanted to say thanks again to you guys for taking us through the study and the presentations for the final board briefing. Received enthusiastic endorsements from a few of the Executive Board members so I think everyone was very pleased with the final product."

— Brandon Watson, Transportation Planner, Capital Area MPO (NC), Northeast Area Study Update



"Words cannot do justice to the hard work you and your talented group accomplished this week. In a world where people say "we don't communicate with each other anymore" your firm acts and delivers just the opposite. I believe that you not only listened but cared about the Beaufort people and the project, which is a great combination. How fortunate we are to have you provide new opportunities for our community."

— Kyle Garner, Planning Director, Town of Beaufort, NC



"This is the best Long Range Transportation plan that I have ever seen in the (SC) State." — Dan Hinton, FHWA, Charleston MPO, Charleston Area 2040 Long Range Transportation Plan



"I want to thank you and your team for your work on this project. You went above and beyond.... These Plans are a huge improvement over what we had to work with. Please relay our appreciation to the others that worked on this project. — David Bamford, Town of Garner, Senior Planner, Garner Land Use and Comprehensive Transportation Plan

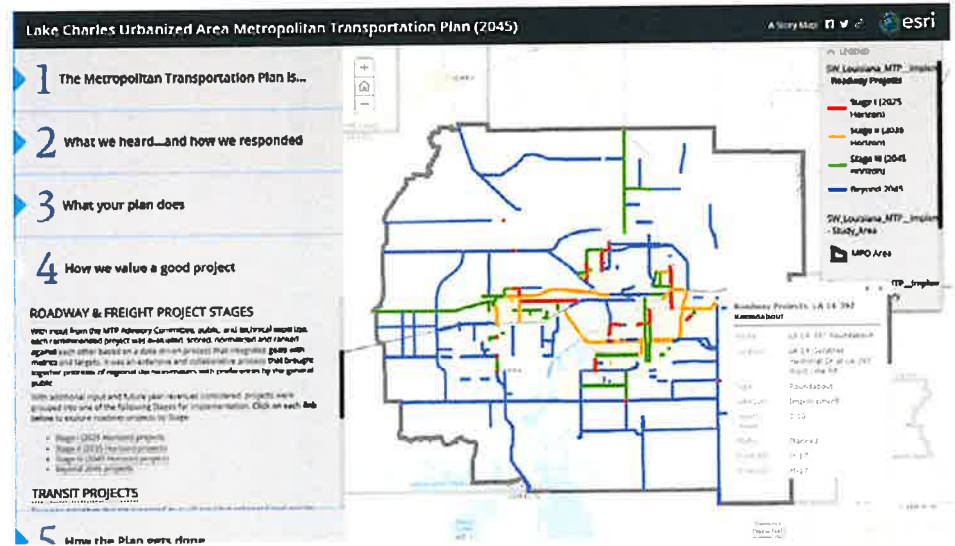
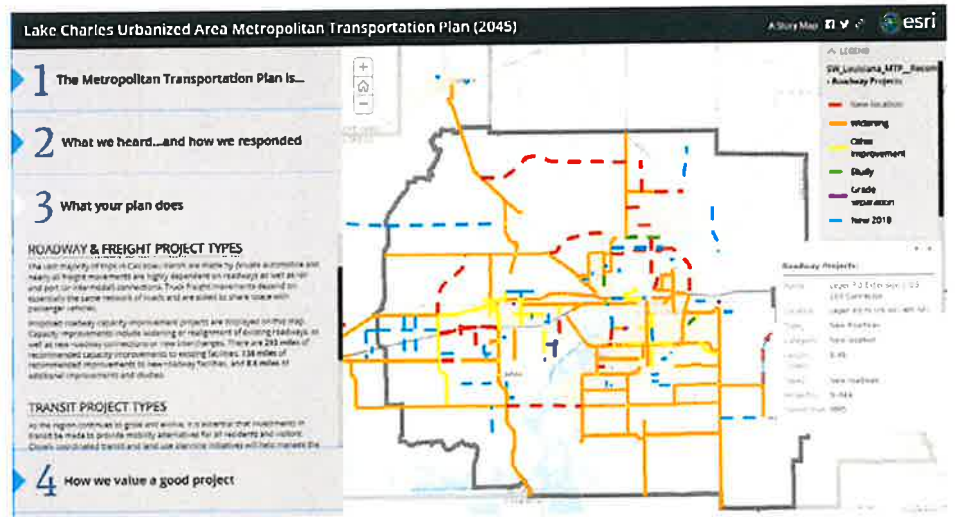


"I have received nothing but glowing reviews on this Plan" — Andy Barlow Mt. Juliet Public Works Director, Mt. Juliet CTP

Creative Implementation

Implementation is at the forefront of our projects. Our planning documents cannot sit on a shelf! They represent the community's vision and must be publicly available, interactive, and easy to navigate.

ArcGIS Online is one platform utilized to share **Interactive Story Map** versions of the CTP/MTP project reports. Community residents may explore at their own convenience and zoom into their neighborhood to view project details, prioritization scores, and implementation phase.



"I commend you all for listening, learning, reflecting, synthesizing and producing."

– Lacy Ward Jr, University Ombudsman and Civic Engagement Coordinator, Hal Greer Boulevard Corridor Management Plan

Stantec's Smart Mobility Practice

To get you there tomorrow, start planning today. Smart mobility aims to reduce congestion, pollution, and cost while increasing safety, equity, and transparency by leveraging breakthroughs in technology.

[Click here to learn more about our Smart Mobility Practice](#)




The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger  D. Overholt

Date: October 11, 2023

Re: Employee Disciplinary Action

I am requesting confirmation for a disciplinary action of a police officer. I am making the request based on the findings of an investigation by operations division supervisors.

The action will confirm removing the officer from the K-9 Unit and a suspension from the Special Response Team due to multiple failures to perform duties and responsibilities of assigned tasks.

Thank you,

RDO/aw