

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
DECEMBER 1, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Ruth Carpenter, Master Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. November 17 2015
2. November 24, 2015 “Special Called” Meeting.

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____
A Resolution of the City of Morristown to make application for the Tennessee Department of Transportation (TDOT) FY 2016 Transportation Multimodal Grant Program.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approve Agreement between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), and Parsons Brinckerhoff, Inc. for the preparation and development of an updated Long Range Transportation Plan for the LAMTPO Study Area in the amount of \$145,674 (80% Federal Funds, 20% local funds). Local match of 20% will be paid by the various entities of LAMTPO.
2. Award of Bid/Contract for LED Traffic Signal Replacements on SR-34 to Progression Electric in the amount of \$43,704.14, subject to concurrence by Tennessee Department of Transportation (TDOT) and the City Council of Jefferson City. This is a pass-through project funded by Jefferson City and TDOT which is being managed by the City of Morristown under a Memo of Agreement dated July 1, 2009.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

December 15, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
December 15, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 24 & 25, 2015	(Thurs. & Friday)	City Employee's Holiday Christmas Eve & Christmas Day
January 1, 2016	(Friday)	City Employee's Holiday New Year's Day
January 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 18, 2016	(Monday)	City Employee's Holiday Martin Luther King Day
January 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
January 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
February 16, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
December 1, 2015
5:00 p.m.

1. No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 17, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, November 17, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

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

Councilmember Alvis made a motion to approve the November 3, 2015 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney read a proclamation to designate Saturday, November 28, 2015, "Small Business Saturday".

Councilmember Bivens made a motion to Open the Agenda. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to give the City Employees the 24th Day of December off in memory of the late Councilmember Claude Jinks. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to award the bid/contract for five (5) Snow Plow(s) in the amount of \$3,355 per unit, total amount \$16,775, to Kingsport Iron & Metal, LLC. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to award the bid/contract for a Patching Machine in the amount of \$70,531.17 to Paving Maintenance Supply. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 for Vantage View Drive project to HS Construction and Excavating, LLC, net increase of this change order \$4,000, bringing total cost from \$499,096.10 to \$503,096.10, to place sod behind the curb along Vantage View Drive. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Amendment No. 2 to the Agreement between City of Morristown and Kimley Horn & Associates, Inc., dated February 26, 2014, concerning Task Order 003, Wayfinding Signage Project in the

amount of \$134,700. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the re-appointment of Michelle Jones to the Morristown-Hamblen Child Care Centers Board for a two (2) year term to expire on November 20, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Assistant City Administrator Buddy Fielder briefed Council on the projects that have recently occurred at the Morristown Regional Airport.

Mayor Chesney adjourned the November 3, 2015 City Council meeting at 5:35 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

November 24, 2015

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 24, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in a special called session at the regular meeting place of the Council in the Morristown City Center at 11:00 a.m., Tuesday, November 24, 2015, with the Honorable Mayor Gary Chesney, presiding and the following named Councilmembers present: Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Tommy Pedigo, absent; Ken Smith.

Councilmember Pedigo led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Mayor and Council discussed the City Administrator's evaluation performed by an MTAS consultant.

Councilmember Senter made a motion to approve the continuation of employment agreement between the City of Morristown and City Administrator Anthony Cox. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the November 24, 2015 Special Called City Council meeting at 11:19 a.m.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

Department of Community Development and Planning



Memo

To: Mr. Tony Cox, City Administrator

From: Alan C. Hartman

Date: 11/25/2015

CC: Debra Stamey

Re: Application to Tennessee Department of Transportation for a Transportation Multimodal Grant for continuation of the development of sidewalks along West Morris Blvd.

Background

A committee of staff members have recommended that the City apply to TDOT for a grant to build sidewalks along West Morris Blvd. Part of the application process includes a requirement that we hold at least one design public involvement meeting to notify the local community of the intended project scope. One of the published meetings was advertised to be held at the October 13, 2015 meeting of the Morristown Regional Planning Commission. A second public involvement meeting was held on Thursday Oct. 15, 2015 at noon.

Recommendation

Staff recommends that the City Council adopt the attached Resolution seeking approval from TDOT of the City's 2016 Application for a Transportation Multimodal Grant

Attachments

Resolution

General location map

RESOLUTION _____

**A RESOLUTION OF THE CITY OF MORRISTOWN TO MAKE
APPLICATION FOR THE TENNESSEE DEPARTMENT OF
TRANSPORTATION (TDOT) FY 2016 TRANSPORTATION
MULTIMODAL GRANT PROGRAM**

WHEREAS, the City of Morristown seeks to continually develop its comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

WHEREAS, the citizens within the City are afforded a continuous process whereby the transportation network within the area is maintained in an efficient and orderly manner while plans for future growth in traffic volumes, recreational and land uses are considered, and

WHEREAS, the governing body of the City of Morristown desires to improve the safety, security, and aesthetics of its roadways, sidewalks and trails; and

WHEREAS, the City desires to continue the development of sidewalks where there are none along W Morris Blvd.

WHEREAS, the City desires to apply for the FY2016 Tennessee Multimodal Grant, where federal funds will pay for 95 percent of the total project and the local match will pay for the remaining 5 percent of the project;

NOW, THEREFORE BE IT RESOLVED that the elected governing body of the City of Morristown, TN shall apply for the TDOT FY 2016 Tennessee Multimodal Grant program.

Mayor
City of Morristown

Date



**Tennessee Department of Transportation
2016 Multimodal Access Grant Application**

**City of Morristown, Tennessee
W Morris Blvd/ SR34/ US Hwy 11E
Sidewalk Project**

***FY2016 TRANSPORTATION ALTERNATIVES
APPLICATION***



West Morris Blvd/ SR34/ US Hwy 11E at MLK Jr Pky/ SR66 Intersection

PART I

I. Project Information

1. **Project Title:** West Morris Blvd/ US Hwy 11E Sidewalk Project
2. **MPO/RPO:** LAMTPO
3. **Name of County/City Applicant:** Morristown TN (Hamblen County)
4. **Termini/Intersection** (ex. Main Street from 1st Street to 5th Street):
High St/ Sulphur Springs Rd to W Andrew Johnson Hwy/ 11E

5. Agency Contact Information:

Contact Name: Alan Hartman, AICP
Contact Title: Development Services Director
Mailing Address: 100 W 1st N St, PO Box 1499
City and Zip Code: Morristown, TN 37816-1499
Email Address: ahartman@mymorristown.com
Phone Number: 423-581-0100

6. Funding

Total Amount of Funding Requested:

State (95%) \$950,000.00 Local (5%) \$50,000.00

Total: \$1,000,000.00

!! Applicants MUST fill out the attached Budget Template (Part II) in order to show a breakdown in project costs. !!

Has the community sought funding from other sources for this project? Yes ☐ No ☒

If yes, list the source(s) of funding that was sought?

In some cases, TDOT may consider funding a portion of the proposed project. Would the applicant consider accepting a reduced project scope/amount of funding?

Yes ☒ No ☐

If yes, how would you revise the project scope and/or limits?

One of two ways: a. only having sidewalks on one side of the roadway, or
b. by shortening the distance. There are several street intersections and the project limits could be shortened to one of the other street intersections.

7. Project Eligibility:

Please check only those eligibilities that apply.

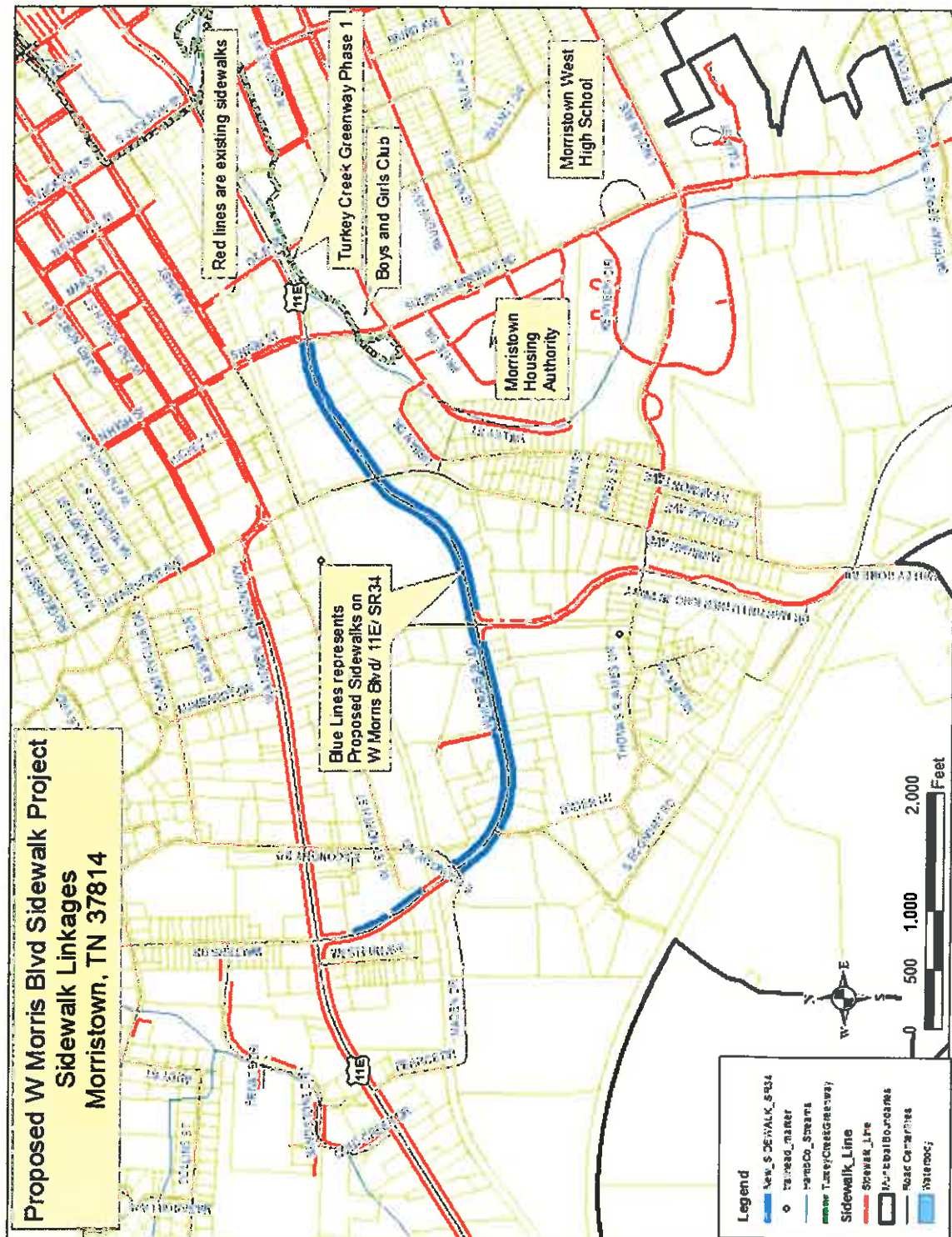
- ☒ Pedestrian crossing improvements, including signage, signalization, median pedestrian refuge islands and crosswalks
- ☐ Shoulders (a minimum of 4' wide to accommodate bicyclists)
- ☒ Sidewalks
- ☐ Bicycle Lanes (on-road facility delineated with pavement markings and signs)
- ☒ Improvements that address requirements of the Americans with Disabilities Act
- ☐ Multi-use paths located within the transportation corridor. Multiuse paths (pedestrian plus bicycle traffic) must be a minimum of 10 feet wide.
- ☐ Pedestrian-scale lighting
- ☐ Bus shelters and concrete pads
- ☐ Road diets or traffic calming measures that enhance bicycle and/or pedestrian safety
- ☐ Separated bicycle facilities
- ☐ Park and ride facilities for carpooling or access to transit
- ☐ Bus turnouts
- ☐ Utility Relocation (eligible as a project component)
- ☐ Other (Please explain):

8. Project Description:

Please provide a brief description (include termini and length) of the proposed project and the scope of all work to be performed. Applicant must illustrate the project's relationship to surface transportation in the project proposal. On a separate sheet, include a map(s) of the project area. Color photos of existing conditions are encouraged.

The City of Morristown requests a 2016 Tennessee Department of Transportation (TDOT) Transportation Alternative Program (TAP) Grant for the W. Morris Blvd/ SR34/ US Hwy 11E Sidewalk Project. This project is to build an ADA compliant 5-foot concrete sidewalk with ADA ramps on both sides of W. Morris Blvd/ SR34/ US Hwy 11E within the existing right-of-way (ROW), as well as crosswalk striping. The project will start from the High St/ Sulphur Springs Rd Intersection and traverse westward towards W. Andrew Johnson Hwy/ SR34/ US Hwy 11E. The rationale of this project is to "fill-in" the gaps where there are no sidewalks to connect to areas where there are existing sidewalks.

The City of Morristown currently has over 64 miles of sidewalk. Also, the City rehabilitates several sidewalk linkages each fiscal year to enhance the walkability of its citizens in the urbanized and densely populated areas of the City. This proposal is within the City of Morristown's Greenway Master Plan (March 2002), Sidewalk Master Plan (2009) and is in line with the LAMTPO Bicycle-Pedestrian Plan (2008).



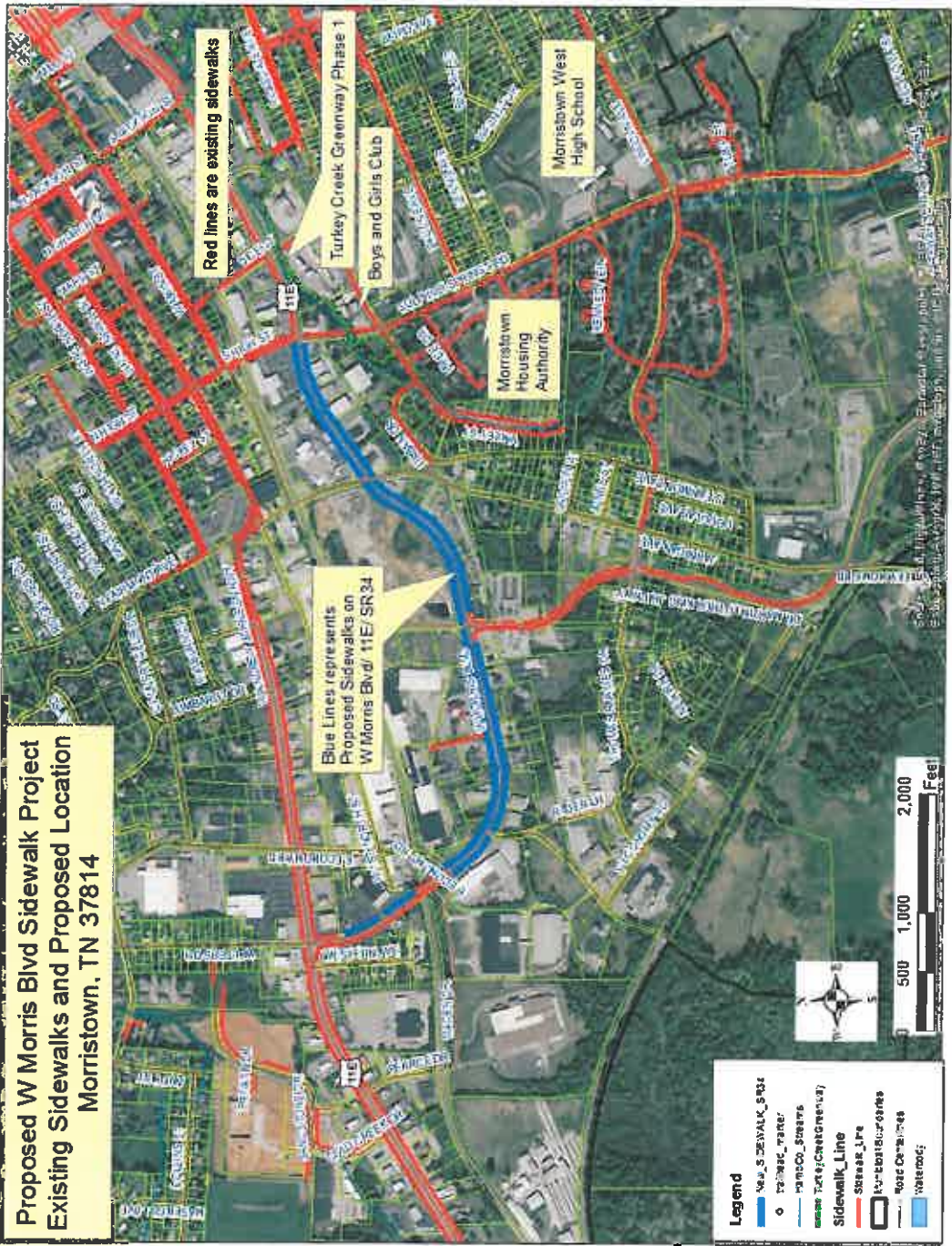
II. Evaluation Criteria

- 9. Safety:** Please provide a brief description of how the proposed project will improve safety for bicyclists, pedestrians, and other transportation users. (Up to 30 points)

The West Morris Blvd Sidewalk Project is needed to correct an existing safety hazard as many pedestrians utilize the both sides of W Morris Blvd where there currently are no sidewalks. W Morris Blvd is a 4/5 lane highway that has approximately 18,433 Average Annual Daily Traffic (AADT) Counts based on the TDOT Traffic History website. By placing new sidewalks on both sides of W. Morris Blvd/ SR34/ US 11E between High/ Sulphur Springs Rd intersection to W. Andrew Johnson Hwy/ 11E, this will provide a continuous, safe non-vehicular walkway for pedestrians that need to get to medical offices, work, or shopping centers. With the connection to Sulphur Springs Road, that will tie into existing sidewalks that will lead to Morristown West High School, as well as connect to the Turkey Creek Greenway Trail Phase 1. This sidewalk connection will also connect to the Boys and Girls Club, as well as the Morristown Housing Authority.

- 10.Connectivity:** Please provide a brief description of how the proposed project will increase connectivity among a mixture of land uses and activity centers such as transit, residential neighborhoods, low-income housing, medical facilities, schools, retail, parks, employment centers, etc. Please include a map that demonstrates these connections with your application. (Up to 25 points)

The W. Morris Blvd sidewalk project is approximately 1.21 miles in length (each direction) and will connect with existing sidewalks along W Andrew Johnson Highway and the existing sidewalks along W Morris Blvd. This project is within a commercial zoned section of the City of Morristown. This project is within US Census Tract 100300 (and a portion borders tract 100800), which is one of the highest population density areas in Hamblen County. The percentage of people that are 65 years of age or older is relatively small. The rationale behind this is that the Morristown Housing Authority (MHA) is very close proximity of the proposed project which houses several families with school-age children.



11. Local Priority: Is this project identified in state and/or local plans? (Up to 10 points)

Yes ☒ No ☐

If yes, please list the date and name of plan(s). Please provide evidence documenting inclusion of proposed project in the listed plans. This can be a copy of a page from the plan where the project is listed; you do not have to include the entire plan.

Name of Plan	Date
City of Morristown Greenway Plan	2002
City of Morristown Sidewalk Plan	2001, 2009
LAMTPO Bicycle and Pedestrian Plan	2008

Does your municipality have a Private/Public Sidewalk Installation Program, New Development Sidewalk standard, or Annual budgeted Sidewalk Project List? If yes, please explain.

Yes ☒ No ☐

The City's Subdivision Regulations require sidewalks on all new streets, and the City spends approximately \$20,000 each year on sidewalks, either new construction or maintenance of existing sidewalks. Also, the City requires sidewalks in all new commercial developments.

In regards to the proposed project, please describe any public involvement meetings or partnerships that demonstrate coordination between local governmental agencies (i.e. Planning, Public Works, Transit Agency, etc.) and the public.

City Planning Department had public meetings in November 2015 to outline the city's goals and what grant applications they will be going after for funding. There were no negative comments made at these meetings.

12. Project readiness: (Up to 25 points)

Has any level of preliminary engineering work been completed?

Yes ☐ No ☒

If yes, please provide a brief explanation.

Is all land necessary for the project publicly owned or leased? Yes ☒ No ☐

Is any part of the project to be constructed inside State or Federal highway right-of-way? Yes ☒ No ☐

Will the project impact an existing or eligible National Register Historic Site or District? Yes ☐ No ☒

Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure? Yes ☐ No ☒

Does the project exist within 200-ft of a railroad or will any part of the project impact a rail line? Yes ☐ No ☒

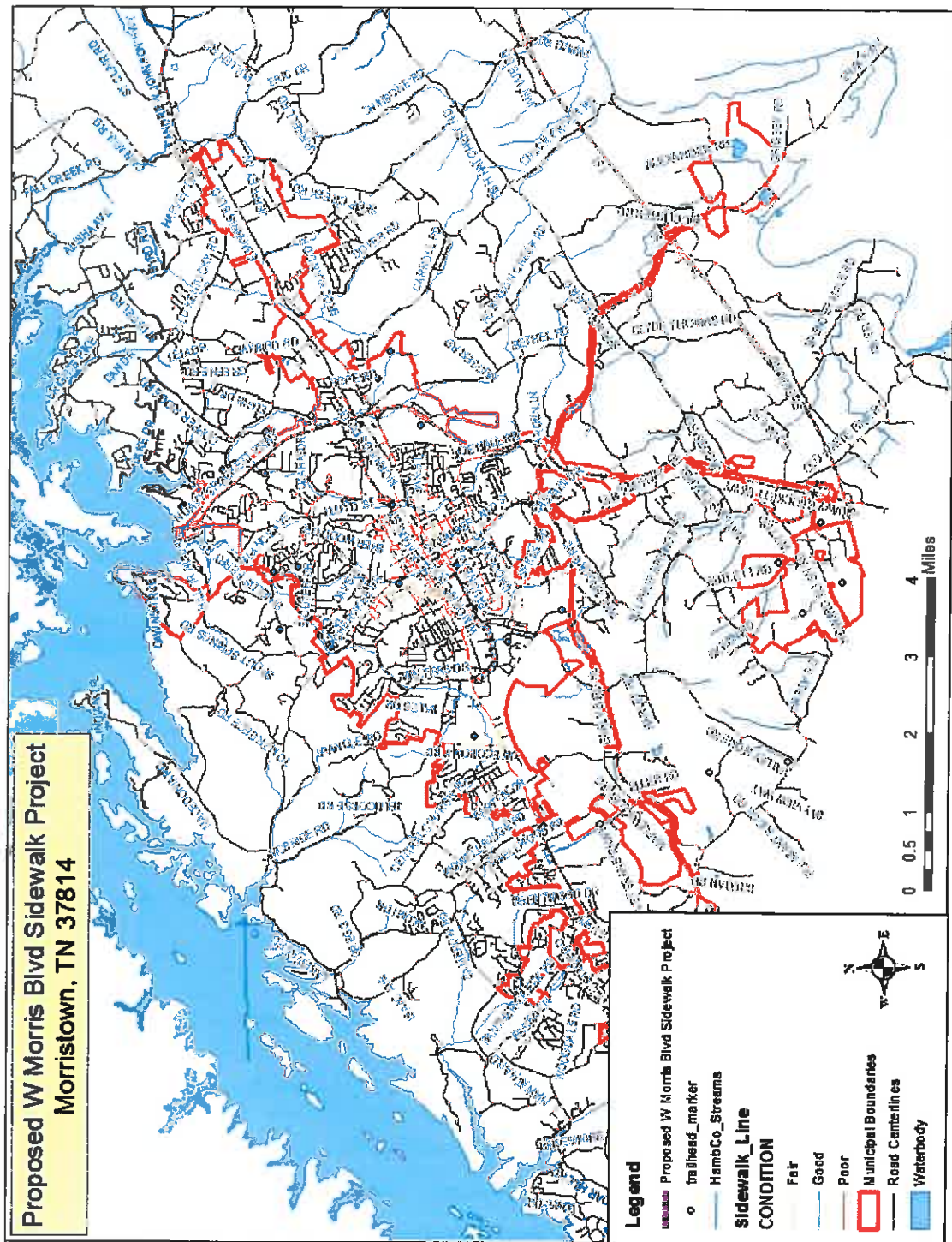
13. Economic Impact: (Up to 10 points) How will this project aid economic development in the community or serve economically disadvantaged populations?

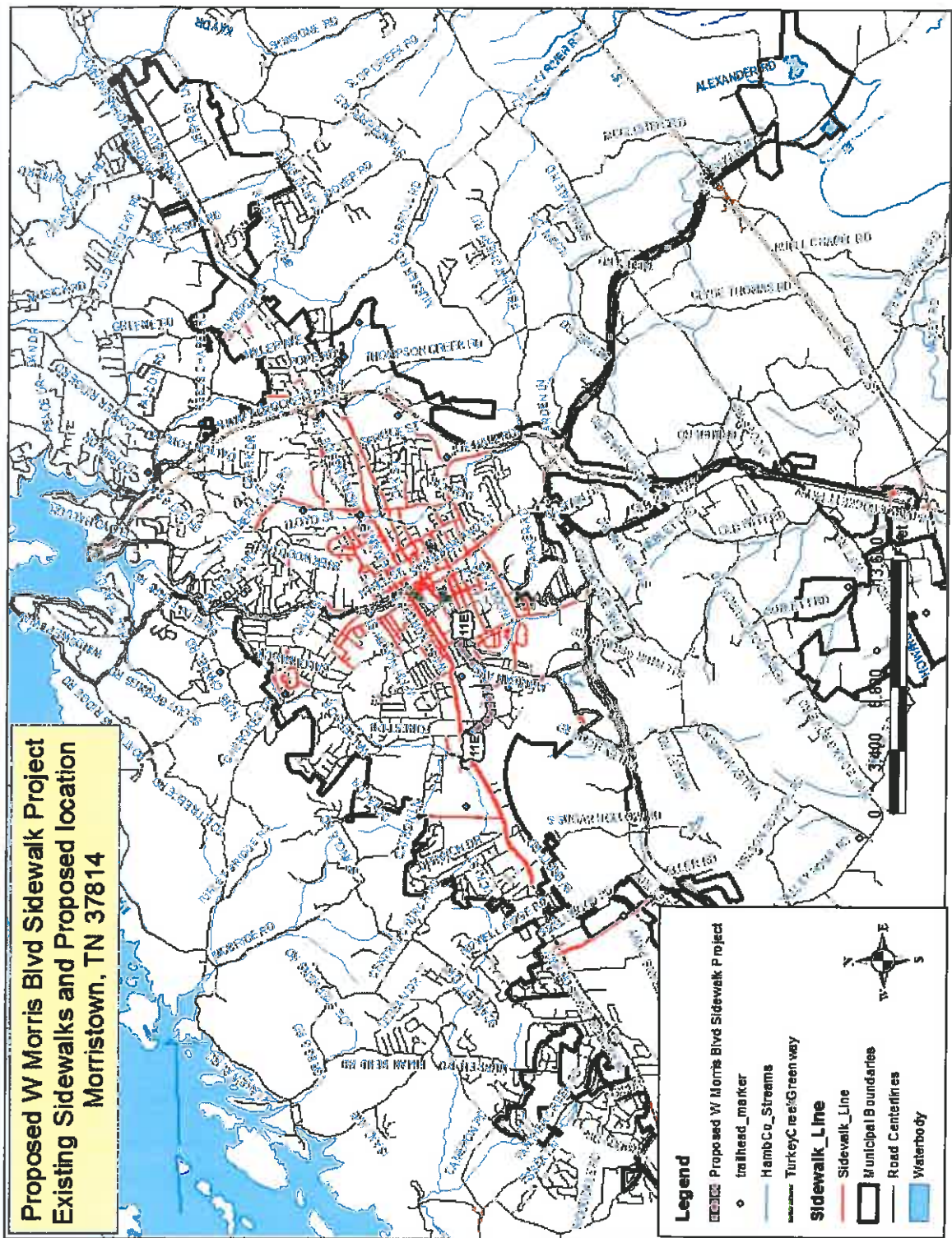
Developing the project will benefit numerous pedestrians from the nearby neighborhoods, as well as the Morristown Housing Authority (MHA), that connect to W Morris Blvd by existing sidewalks on Sulphur Springs Road. These neighborhoods consist primarily of minority and low income residents. This population would be well served by providing safe and convenient pedestrian travel from their home to many services and retail establishments along W Morris Blvd. According to the 2010 US Census, the Hispanic population for Census Tract 100300 is approximately 26%, and the percentage of people that is age 65 or older is 10%.

Is the proposed project located within an Economically Distressed County as defined by ECD* (coded in blue)? Yes ☐ No ☒

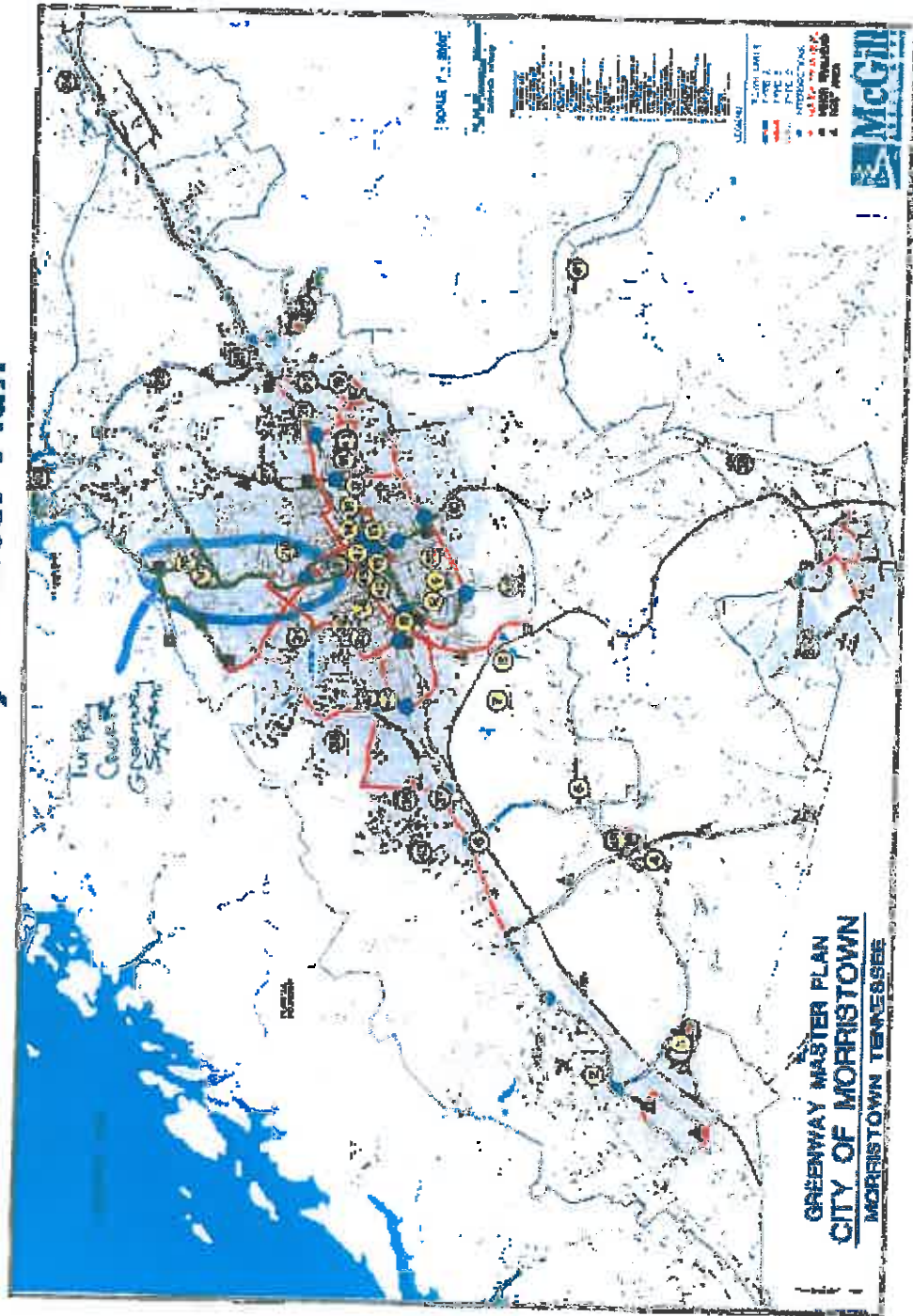
Is the proposed project located within a County designated as exhibiting signs of economic distress* (coded in yellow)? Yes ☐ No ☒

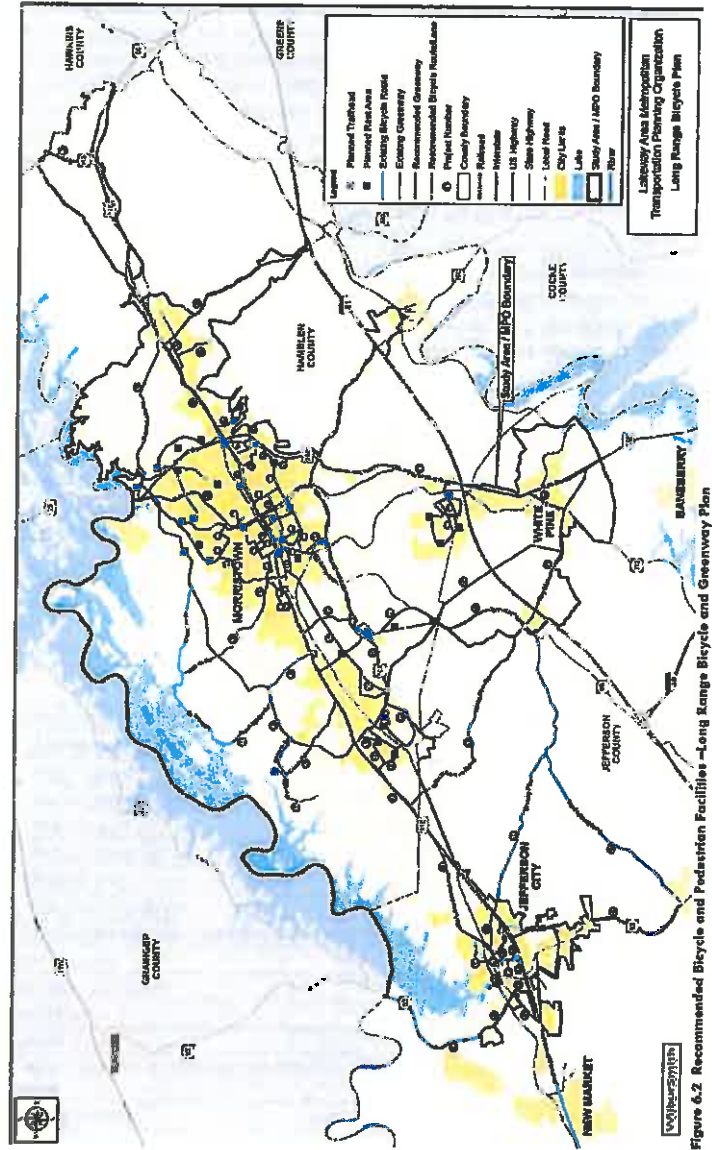
* Download Economically Distressed Counties map at:
<http://www.tnecd.com/media/resources/maps/>

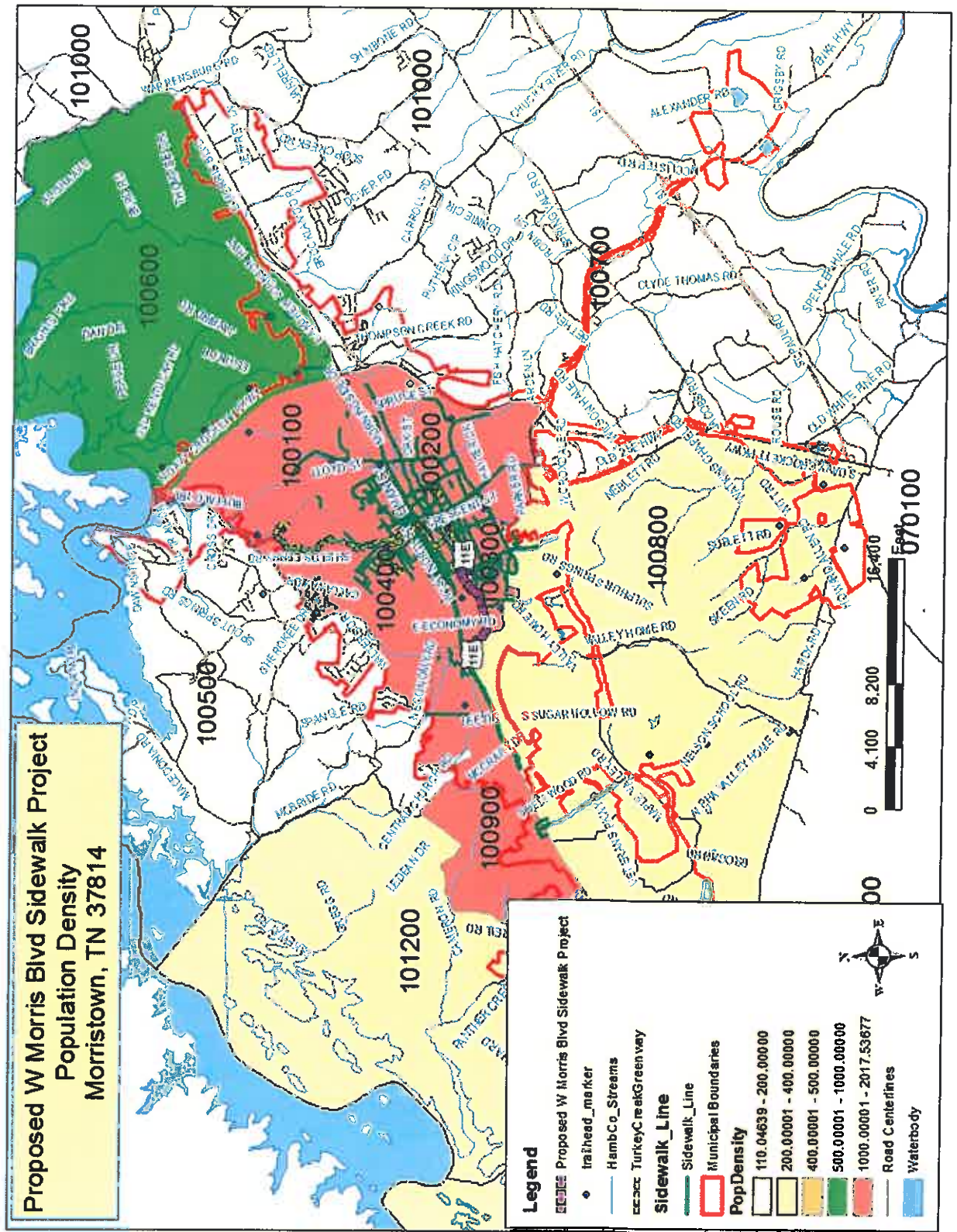




Greenway Master Plan







Eastbound looking west near Bartlett Place/ Healthstar Physicians Complex



Eastbound near McKenna Orthodontics and Hamblen Pediatric



Eastbound by MD Pharmacy



Eastbound by Dairy Products



Westbound by High St/ Morristown Ford Dealership



Westbound By Fairmont St/ Koch Foods



Westbound by Martin Luther King Jr Parkway (SR66)



Westbound by Cornerstone Shopping Center near W Andrew Johnson Hwy/11E



Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: November 18, 2015

Subject: Morristown/ LAMTPO TDOT Planning Funds Grant Amendment

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of doing a Long Range Transportation Plan, as required by federal requirements. LAMTPO had gone through the RFP process, with a selection committee made up from Morristown, Jefferson City, White Pine, and Rich DesGroseilliers, MTPO Coordinator. The firm that was chosen was Parson Brinkerhoff. The total contract cost is \$145,674.00, which 80% will be paid for by federal PL funds. The local match of 20% will be paid for by the various entities of LAMTPO, as shown in the table below.

	total	federal (80%)	local (20%)		Morristown (49%)	Hamblen Co (34%)	Jefferson City (13%)	Jefferson Co (4%)
L RTP Project	\$145,674.00	\$116,539.20	\$23,307.84		\$11,420.84	\$7,924.67	\$3,030.02	\$932.31

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO TAC and Executive Boards approved of this unanimously at their November 5, 2015 and November 18, 2015 meetings, respectively. LAMTPO staff recommends approving the contract as submitted.

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

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

Thank you for your time and cooperation.

THIS AGREEMENT, made this 24th day of September, 2015, by and between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), (hereinafter called the "Client") and Parsons Brinckerhoff, Inc. (hereinafter called "Consultant") for the preparation and development of an updated Long Range Transportation Plan (hereinafter called LRTP or "Project") for the LAMTPO Study Area.

In consideration of the mutual covenants and agreement herein contained, the Client and Consultant agree as follows:

SECTION I - SCOPE OF SERVICES

1. The work to be performed under this Agreement includes the preparation and development of a 2040 LRTP for the Study Area. The specific responsibilities of this effort are contained in the Scope of Services (Attachment A). Any additional work shall be performed only upon the mutual agreement of the Client and Consultant.

SECTION II - SCHEDULE

1. The Project schedule (Attachment B) provides for completion of the entire Project by May 31. This schedule may be amended during the course of the contract as mutually agreed by the Client and Consultant.
2. Consultant shall perform the work in character, sequence and timing so that it will be coordinated with that of the Client and Consultant.
3. Client agrees that Consultant's ability to meet the Project schedule is dependent on receiving timely, accurate data and outputs from the regional travel demand model maintained and operated by the Knoxville Regional Transportation Planning Organization (Knoxville TPO), and that Consultant shall not be held responsible for any schedule delays resulting from a failure on the part of the Knoxville TPO to provide this information at the times specified in the project schedule.

SECTION III - COMPENSATION AND PAYMENTS

1. Consultant agrees to provide those services, as described in the Scope of Services. For satisfactory performance of the services contained in this Agreement, the Client shall pay Consultant in accordance with the Scope of Services. Total lump sum compensation for this project, including labor, overhead, travel, printing, copying and other services and expenses shall equal ONE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS AND NO CENTS (\$145,674.00).
2. Invoices shall be submitted by Consultant to the Client on a monthly basis for actual work performed and cost incurred. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of services rendered during the invoice period to the total of services to be provided hereunder. The monthly invoice shall contain a status report that outlines the work performed for the period covered by the invoice.
3. Such invoices shall be paid to Consultant by the Client within thirty (30) days of presentation to the Client.

4. SECTION IV - INDEPENDENT CONTRACTOR

1. Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Client. Consultant, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Client by reason of this Agreement.

SECTION V - INSURANCE

1. Consultant shall maintain, during the life of this Agreement, the following insurance in amounts not less than the following

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employers Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim/aggregate

Consultant shall furnish Certificates of Insurance as evidence thereof to the Client. The Certificate shall plainly designate the name of the Project for which the Certificate is provided.

SECTION VI – INDEMNIFICATION

1. Consultant shall indemnify and hold harmless the Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.

In the event of any reuse or other use by the Client of the drawings, specifications, and other documents furnished by Consultant hereunder, Consultant shall not be responsible for any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of Client's reuse or other use.

SECTION VII - TERMS AND CONDITIONS

1. Copyrights
The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
2. Lobbying
Consultant 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 Client, 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

contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Consultant 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 contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

3. Nondiscrimination

Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. Maintenance of Records

Consultant shall maintain documentation for all charges against the Client. The books, records and documents of Consultant, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at Consultant's offices, at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

5. Suspension and Debarment

Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).

6. Conflicts of Interest

Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 or February 18, 1986 (3CFR, 1986 Comp., p 189).

7. Environmental Tobacco Smoke

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Consultant shall prohibit smoking of

tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Consultant shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

8. Licensure

The Consultant and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, State, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9. Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

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

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the Client and Consultant shall include the statement, "This project is funded (in part) under an agreement with the Tennessee Department of Transportation."

10. Public Accountability

If Consultant is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by Consultant on behalf of the Tennessee Department of Transportation, Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Consultant shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

11. Termination for Cause

If the Consultant fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Consultant violates any terms of this agreement, the Client shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by virtue of any branch of this agreement by the Consultant.

12. Termination for Convenience

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise

this provision, Consultant shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Client be liable to Consultant for any service which has not been rendered. The final decision as to the amount, for the Client is liable, shall be determined by the Client. In the event of disagreement, Consultant may file a claim with the County/City Attorney in order to seek redress.

13. Use & Ownership of Documents

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the Client and become the property of the Client.

All documents which are prepared by the Consultant and form part of its services, shall, upon completion become the property of the Client and shall be delivered to the Client. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Client.

All information owned, possessed or used by Consultant which is communicated to, learned, developed or otherwise acquired by the Consultant in the performance of the services for the Client, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between the Client and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant's own benefit or the benefit of another, any such confidential information unless required by law.

14. Successors and Assigns

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Consultant shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the Client. The Consultant shall not substitute any subconsultants without the written approval and consent of the Client. The Consultant shall not substitute the Project Manager (Jeanne Stevens) without the written approval and consent of the Client.

15. Disputes

It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by non-binding mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating a lawsuit.

16. Extent of Agreement

This Agreement constitutes the entire and integrated agreement between the Client and Consultant and no other written or oral understanding shall constitute part of this Agreement.

17. Key Points of Contact

The key point of contact for the contract and for all written communications shall be:

Client

Consultant

Rich Degroseilliers
MTPO Coordinator

Jeanne Stevens, AICP
Planning Manager

This Agreement entered into as of the day and year first written above.

CITY OF MORRISTOWN

CONSULTANT

Gary Chesney
Mayor

Brad S. Winkler
Vice President

Legal Review:

Richard C. Jessee
City Attorney

ATTACHMENT A: SCOPE OF WORK

The Lakeway Urban Area Metropolitan Transportation Planning Organization (MTPO) is seeking transportation planning services for the update of the MTPO's Long Range Transportation Plan (LRTP). The MTPO desires to update the current 2040 Plan to ensure that planning provisions of the current legislation (Moving Ahead for Progress in the 21st Century, or MAP-21) are fully integrated.

The eight planning factors identified in MAP-21 will be guiding principles in the development of regional transportation recommendations. The Parsons Brinckerhoff (PB) Team will also develop the 2040 LRTP update to specifically address other related federal initiatives, including:

- How to improve the movement of **freight**, which has a significant influence on the region's transportation system. The I-81 corridor runs through the heart of the LAMTPO planning area, pumping thousands of trucks through the region daily, and its junction with I-40 lies within the LAMTPO boundary as well. A considerable amount of rail traffic also moves through the area and there is a strong likelihood that the region will see an intermodal facility constructed within the 2040 LRTP planning period.
- How to promote **sustainability** through the implementation of projects and programs in the 2040 LRTP. Although environmental issues are often the ones that people associate with sustainability, the "triple bottom line" of sustainability also includes equity and the economy.
- How to promote **livability** by coordinating transportation decisions so they help meet the larger goals of the communities' comprehensive plans, such as those related to housing, employment, recreation and neighborhood character.
- How to develop the 2040 LRTP to encompass **planning for operations**, an approach that seeks to resolve at least some of our transportation needs through better system management as opposed to expansion. Ongoing efforts to improve signal coordination and timing along U.S. Highway 11E is an excellent example of the types of projects that may be identified and recommended. This approach to transportation planning matches well with sustainability goals because it can lead to transportation solutions that have a lower cost and lower environmental impact.
- How to respond to the **extreme weather events** associated with climate change, which impact the Lakeway area's transportation system by generating increased flooding, fluctuations of extreme heat and cold, and geologic instability.

The 2040 LRTP will also consider, and incorporate as appropriate, planning activities that are recently completed or ongoing, including those within the Lakeway MTPO planning area as well as neighboring areas that share common transportation corridors.

Task 1: Public/Stakeholder Involvement

The purpose of this task is to develop and implement a public/stakeholder participation plan and related visualization techniques which will afford meaningful participation of all persons in the MTPO area, including groups traditionally underrepresented in the planning process.

Outreach for the 2040 LRTP will also involve the areas newly added to the MTPO's planning area, including the entirety of Hamblen County as well as the Town of New Market and a substantial portion of unincorporated northwestern Jefferson County.

Technical Coordinating Committee

The MTPO's Technical Coordinating Committee (TCC) includes stakeholders who cover many functional areas of the transportation system and levels of government.

The PB Team will attend up to three (3) TCC meetings to make presentations at key points in the

planning process to accomplish these objectives:

- Provide a full understanding of the plan development process, schedule, and deliverables.
- Agree on goals and objectives for the 2040 LRTP along with proposed performance measures.
- Review and discuss existing and projected transportation system deficiencies and needs along with projected revenue
- Present and discuss draft list and prioritization of proposed transportation projects and programs

Public Outreach

The PB Team will work with MTPO staff to carry out a meaningful participation program for the general public, consistent with the MTPO's Public Involvement Plan. This process will ensure that the goals, objectives, transportation options, policies, and strategies developed for this project reflect the needs and concerns of the public. Public outreach activities will be conducted in coordination with MTPO staff and will include the following:

- Public Meetings
- Providing information to MTPO staff to post on the agency's website
- Providing information and surveys to MTPO staff to distribute via e-mail and/or letter to targeted audiences, including interested parties as outlined in federal planning requirements
- Surveys
- Preparation of notices for MTPO staff to distribute to appropriate media

Efforts will be made to reach all segments of the public including: residents, business owners and community leaders, as well as traditionally under-represented minority and low-income populations. The PB Team will prepare meeting notices and other information about the LRTP for MTPO staff to distribute to stakeholders who participated in the most recent update of the MTPO's Coordinated Human Services-Public Transportation Plan, as well as any other lists the MTPO maintains for interested citizens. Flyers with information about participating in the 2040 LRTP will also be provided to ETHRA for posting on transit vehicles, and to local governments for posting at community centers. The PB Team will also prepare press releases and notices for MTPO staff to place in the *Mi Vida Today* and *Mundo Hispano* newspapers to assist in reaching populations with limited English proficiency.

The PB Team will make presentations at two (2) public meetings during the development of the 2040 LRTP, coordinating with the MTPO staff to structure and facilitate the meetings:

Public Meeting # 1 – Discuss Current and Future Transportation System Needs

Goals and objectives from the existing LRTP and other adopted local/regional plans will be discussed to identify what is still valid and what needs to be updated. Performance measures will be explained, along with a presentation on the performance of the existing transportation system and potential transportation improvements based on various technical analysis. Citizens will be invited to voice their opinions on existing and future needs, as well as the desired nature of the region's future transportation network.

Public Meeting # 2 – Present Draft Prioritized Plan

A set of proposed transportation improvements will be presented for comment that reflects input received from stakeholders and the public as well as technical analysis. Prioritization will also be discussed with meeting participants, based on keeping the plan's expenditures within projected revenue over the planning period.

Website

We know it is particularly important in the Lakeway area to provide multiple ways for citizens to learn about and give input to the 2040 LRTP – not just relying on public meetings. Many local residents work second shift, when public meetings are often scheduled, or are trying to juggle parental

responsibilities along with full-time work and part-time education. Citizens need a way to participate on their own schedules, and without necessarily having to travel to a public meeting location.

Throughout the development of the plan, the PB Team will provide the MTPO with materials to post on its website to keep the public informed about progress and interim findings, along with providing access to view and download presentations and other materials.

Visualization Techniques

In transportation planning, it is easy to become absorbed in the technical details and forget that the general public typically does not have an engineering or planning background. Public participation is more effective when images are conveyed in a manner that is meaningful to all audiences.

The PB Team is experienced in conveying transportation concepts in a user-friendly manner. Maps produced for the 2040 LRTP will use Geographic Information Systems (GIS) data available from the MTPO and partner agencies and/or developed by the PB Team, as well as aerial photography when appropriate.

Deliverables: Preparation and presentation at up to three (3) TCC meetings. Preparation and facilitation of two (2) public meetings, including development of presentation material, display boards, comment forms, project summary sheets, and other meeting materials. Summaries of each public meeting will also be provided, along with materials to post on the MTPO's website.

Task 2: Project Start-Up and Data Collection

The purpose of this task is to establish early and regular communication with partnering agencies, including the Knoxville Regional Transportation Planning Organization (Knoxville TPO), TDOT and ETHRA.

Project Kickoff Meeting

The project kickoff meeting will serve as the initial coordination meeting for staff from the MTPO, the Knoxville TPO, and the consultant team. This meeting will discuss expectations, project roles and responsibilities, and the anticipated level of involvement from various agencies. This meeting will also provide an opportunity to discuss available data sources including planning documents, land use and socioeconomic data, and traffic data and to determine what additional sources are available or will be needed.

Deliverables: Preparation for and facilitation of project kickoff meeting; meeting summary; initial compilation of available data sources and recommendations for additional sources, with a plan for acquisition of data.

Task 3: Freight Analysis/Management and Other Cross-Cutting Planning Issues

Freight

Considering the active growth of the Lakeway area (including the location of new manufacturing facilities and expansion of existing facilities in Hamblen County), it is important to review the current LRTP's recommendations and update them as needed in response to trends and new conditions.

The PB Team will update the MTPO's regional freight profile using new data where it is available. Locations in the MTPO area with high truck volumes will be identified and used, in combination with information on the physical characteristics of the roadway system and future roadway level of service, to highlight areas where transportation improvements are needed to facilitate freight movement. Issues could include bottleneck locations, geometric problems, deficient pavement and bridges, clearance issues or frequent crashes.

The PB Team will also request an interview with Norfolk Southern officials (represented on the LAMTPO Technical Coordinating Committee) to gain insight into the likely timing of construction of a new intermodal facility, and its probable level of impact on both rail traffic and the surrounding roadways.

Deliverables: Updated Regional Freight Profile; maps of the Lakeway area freight network; summary of rail stakeholder input; locations of identified freight issues and recommended improvements.

Safety and Security

The PB Team will work with the MTPO to obtain and analyze the most recent available crash data (both motorized and non-motorized) to identify particular areas to be targeted for engineering improvements or increased levels of education and/or enforcement.

With nearly 80 at-grade rail grade crossings in the region, attention will be given not only to crossing incidents but also to the impact that blocked crossings may have on local emergency response. Coordination of the region's efforts with the State Strategic Highway Safety Plan will also be addressed.

Transportation system security will be addressed in terms of critical National Highway System (NHS) and STRAHNET-designated roadways in the region, areas in need of improved alternative routes, and security measures used by ETHRA for its operations and facilities. The 2040 LRTP will also address the role of transportation agencies in state and local plans for emergency preparedness and homeland security.

Deliverables: Identification of recommended projects or programs to increase safety and security for users of the MTPO's transportation system.

Planning for Operations

In an era of reduced budgets, transportation agencies are placing increased emphasis on the efficient management of the existing transportation system, as opposed to adding new roadway capacity. There are a wide range of approaches that can be used as lower-cost, lower-impact solutions to congestion.

The PB Team will use the MTPO's Long Range Intelligent Transportation Systems (ITS) Architecture as a basis for identifying stakeholders, resources and existing plans for improved system management. We will then develop a list of system management strategies and potential applications for the 2040 LRTP, including but not limited to:

- Signal Coordination
- Signal Priority
- Access Management
- Automatic Vehicle Location
- Incident Management
- Travel Demand Management

The use of Andrew Johnson Highway (US 11E) as a diversion route when incidents occur on I-81 may warrant additional evaluation of operational capacity for this corridor.

Deliverables: Identification of recommended projects or programs to enhance planning for operations within the MTPO planning region.

Environmental Issues

As described earlier, the 2040 LRTP will be developed with careful attention to other local and regional plans as well as inventories of natural, historic and cultural resources. To the extent possible, transportation needs should be met in ways that are consistent with the goals of the area's other plans,

and without negative impacts to identified resources.

The PB Team will perform an environmental screening to identify potential environmental impacts of proposed transportation projects in the 2040 LRTP and potential policy-level **environmental mitigation strategies**. The PB Team will also assist the MTPO in distributing the draft plan to federal and state resource agencies as part of the consultation process required by federal transportation planning regulations, and addressing those agency comments as appropriate.

An analysis will also be performed to identify potential **environmental justice** issues related to the projects recommended in the 2040 LRTP. A set of maps will be prepared that shows the location of projects relative to areas that have an above-average percentage of traditionally underserved populations including minority, low income, and persons with limited English proficiency. A summary will be developed that describes the potential benefits and burdens of the recommended projects. In cases where a project will apparently result in a disproportionately adverse impact, potential mitigation strategies will be identified.

The 2040 LRTP will also include a high-level evaluation of the anticipated impacts that **climate change and extreme weather events** are likely to have on the MTPO's transportation system and summarize applicable strategies, including those identified by TDOT in recent planning studies.

Deliverables: Identification of proposed LRTP projects that may impact environmental resources and/or environmental justice communities and potential planning-level mitigation strategies. Recommendations and documentation of potential strategies to address climate change's impacts on the region's transportation system.

Task 4: Projected Future Traffic Volumes and Traffic Analysis

The travel demand modeling work needed for the 2040 LRTP will be performed by the Knoxville TPO with support from the LAMTPO staff.

Existing + Committed

The MTPO and/or Knoxville TPO will provide the PB Team with updated GIS files for the traffic analysis zones (TAZs), including socioeconomic data allocated by TAZ for the base year as well as projections for 2020, 2030 and 2040. They will also provide model results for the following networks:

1. Base year (2014)
2. 2020 Existing Plus Committed (E+C)
3. 2030 E+C
4. 2040 E+C

The PB Team will analyze the model results and prepare graphics identifying locations of existing and anticipated future deficiencies in roadway capacity.

Future Years

As noted in Task 7, the PB Team will develop a list of proposed improvements to address these roadway deficiencies and will provide them in GIS shapefile format in order for the Knoxville TPO to create the following LRTP networks and perform model runs for each:

1. 2020 LRTP
2. 2030 LRTP
3. 2040 LRTP

The MTPO and/or Knoxville TPO will then provide the model results of the LRTP networks to the PB Team for mapping and analysis.

In each case the model results provided to the PB Team will be in GIS format and will include, at a minimum, the following information:

- Projected roadway level of service by link
- Traffic assignments by link
- Travel times by link

The PB Team will also be provided with the following system-level model results for each E+C and LRTP network:

- Total auto vehicle-miles traveled (VMT)
- Total truck VMT
- Total auto vehicle-hours traveled (VHT)
- Total truck VHT
- Total auto vehicle-hours of delay (VHD)
- Total truck VHD

The VMT, VHT and VHD results provided for each scenario will be reported for each roadway functional classification separately.

If the MTPO determines that the initial set of LRTP networks do not adequately address roadway congestion, or if the fiscal constraint analysis (Task 8) requires changes to the project list, the PB Team will submit up to two (2) revised sets of LRTP networks to the Knoxville TPO to code and perform additional model runs.

Note the PB Team's scope of work does not include any activities regarding interagency consultation or air quality conformity.

Deliverables: Maps and tables showing roadway level of service for the base year, and for E+C scenarios for the years 2020, 2030, and 2040. Preparation of GIS files for proposed LRTP scenarios for 2020, 2030 and 2040. Maps and tables showing roadway level of service for the LRTP scenarios.

Task 5: Bicycle/Pedestrian and Transit

Bicycle/Pedestrian Needs

The PB Team's analysis and recommendations for non-motorized modes will incorporate proposed improvements in ways that maximize the likelihood of their implementation. This approach includes scoping projects that individually contribute to the development of a larger network and will serve multiple purposes. For example, sidewalks and crosswalks should be an especially high priority along local transit routes and in the vicinity of schools, major shopping centers, industrial/office parks, and neighborhoods known to have a higher proportion of residents without access to a vehicle. Where properly located, greenways can serve a core transportation purpose as well as providing recreational opportunities.

Maintenance of the existing sidewalk system should also be a priority, just as it is for roadways. The condition of existing sidewalks in Morristown, Jefferson City, White Pine and elsewhere in the planning area is thus an important issue to evaluate as part of the 2040 LRTP.

The PB Team will update the list of recommended facilities in the 2008 Bicycle/Pedestrian Plan to account for projects that have already been implemented, as well as other facilities that may be suggested through related planning efforts that may have occurred since the 2008 Plan was developed, such as downtown improvement plans and grant applications prepared by individual communities. Opportunities to implement bike/ped facilities as part of other transportation projects will be clearly identified.

Deliverables: Technical memorandum documenting the analysis; recommendations for bicycle and pedestrian enhancements building on the current Bicycle and Pedestrian Plan.

Public Transit System and Ridesharing

The purpose of this task is a general identification of markets and/or geographic areas where Lakeway area residents and employers could see significant benefits from enhanced public transit or the introduction of vanpools and carpools. Recent changes by TDOT in the formula used to allocate transit operating funds to small urban areas appear to benefit the Lakeway area, yielding a modest increase in the funds available.

The PB Team will use readily available socioeconomic data to identify areas and markets where demand for vanpooling or public transit demand is likely to be greatest. We will also perform an analysis of the trip patterns of current ETHRA users, if the pick-up and drop-off addresses are made available in electronic format. We will review the results of the transit customer survey conducted in Hamblen and Jefferson counties in 2012 by ETHRA and LAMTPO, if results are available.

Up to fifteen (15) stakeholder interviews will be conducted with individuals or organizations to determine the level of awareness and interest in enhanced transit and vanpooling, as well as potential challenges. The list of interviewees will be approved by the MTPO staff and could include representatives from local hospitals, Wal-mart, the area's colleges, and other major employers.

Based on the review of data and results of stakeholder interviews, the PB Team will assess the potential for establishing vanpools, either privately organized or through contract service with ETHRA or another public agency. Possible steps for the formation of a Lakeway area ridesharing program will be outlined, along with the anticipated benefits to employers.

Finally, the PB Team will assess how conditions have changed since the completion of the 2006 Mass Transit Feasibility Study to evaluate whether there is now greater feasibility for fixed route or deviated fixed route service within the region.

Deliverables: A Technical Memorandum documenting the analysis and recommendations made on the issues described above, using text and tables, maps and graphics.

Task 6: Proposed Transportation Improvements

This task will draw from the analysis of needs for freight, safety, system operations, bicycle/pedestrian movements and transit.

The recommendations for transportation improvements will include both short and long range Planning strategies; address multiple modes, system connectivity and efficiency, and preservation and maintenance of the existing system. Each recommended improvement will be clearly described in terms of termini, work to be performed and cost in current dollars. (Costs will be converted to year of expenditure in Task 8.)

Proposed roadway improvements will be tested using the updated regional travel demand model (work to be performed by others, as discussed in Task 4) to assess how well the future scenario(s) address roadway performance.

Performance Measures

The PB Team will use performance measures that can be calculated for future years by the MTPO's travel demand model or through GIS analysis. Mobility measures include regional vehicle-hours of delay, with truck VHD used specifically as a proxy for freight mobility, and the percentage of population that lives within a specified distance of bicycle and pedestrian facilities. Safety performance will be estimated using current statewide average crash rates, in combination with projected VMT, by functional

classification. Sustainability and livability measures will include regional vehicle-miles and vehicle-hours traveled as well as access to bicycle and pedestrian facilities. Since the existing transit service does not involve fixed routes, the PB Team will work with the MTPo and ETHRA to develop a measure for transit accessibility that is similar to the other performance measures in terms of level of effort needed to estimate values for future years.

If during the development of the 2040 LRTP, final federal guidance becomes available on the inclusion of performance measures, the MTPo and PB Team may execute a mutually agreeable amendment to this scope which will satisfy the federal requirements, including any necessary modifications to the project budget.

Scenarios

In addition to the 2040 LRTP scenario discussed in Task 4, the PB Team will develop an alternative 2040 scenario that reflects a higher priority for maintenance funding, with reduced emphasis on improving roadway capacity.

MTPo staff will help obtain information on the condition of pavement and other transportation assets collected by local governments in the Lakeway area as well as ETHRA. The PB Team will also obtain available roadway maintenance information from TDOT. Based on assumptions about unit costs and lifecycles for various assets, a 2040 scenario will be developed on the basis of maintaining certain conditions for federal-aid roads, sidewalks and transit vehicles.

Linkages to Other Plans

The PB Team will coordinate the development of the 2040 LRTP with other planning efforts that have been recently completed or are now underway.

We will also identify whether the plan recommendations are consistent with other decisions made regarding the desired functionality of various roads and road networks. In adopting local comprehensive plans and Major Street Plans, local governments in the MTPo region have indicated areas where thru-traffic should be directed and areas where travel is desired to occur at lower speeds more compatible with neighborhood character and encourage walking and bicycling. The functional classifications and proposed roadway designs in the 2040 LRTP should reinforce the desired travel characteristics (speed, vehicle size, emphasis on multi-modal facilities, etc.) for the area through which each route passes.

Illustrative Projects

It is likely there will be more transportation projects and programs recommended for the 2040 LRTP than the region can fund with the revenue projected to be available during the period covered by the plan. In such cases, those items are sometimes noted on an "illustrative list" included in the final plan.

The illustrative list serves a number of purposes:

1. It publicly acknowledges the needs that were identified but not formally adopted into the plan. This is important to stakeholders and other citizens who participated in the decisions.
2. It represents a set of projects which could be readily presented if a major source of funds arises unexpectedly (such as the ARRA economic stimulus bill), since these projects have already been evaluated and found to have benefit.
3. Showing these projects in the LRTP helps to make the general public aware of the proposal. Knowing that a major road project or transit line is being considered in a particular area – even if funding is in the distant future – may influence someone's decision about where to purchase a home or land for future development.

After working with the MTPo to determine the fiscally constrained list of transportation projects and programs, the PB Team will develop a separate map and list for other items that were recommended but cannot be funded based on projected revenue. This map and list will be incorporated in the 2040

L RTP as Illustrative Projects.

Deliverables: Technical Memorandum describing and recommending transportation improvement alternatives, including graphics and implementation strategies. List and map of illustrative projects for inclusion in the 2040 LRTP.

Task 7: Financial Plan Development

In this task, the PB Team will: 1) develop a revenue forecast of local, state, and federal funds for the Lakeway area based on historic trends and identification of any previously untapped resources; 2) evaluate the available revenue against needed transportation improvements over the transportation plan's horizon; and 3) evaluate the ability of the anticipated revenue streams to continue to meet transportation needs in the future, including operations and maintenance of the system.

Transportation revenue forecasts will be developed for each of the key funding sources used by state and local agencies, including the federal highway and transit programs re-authorized in MAP-21. In addition to capital projects, the forecasts will also include estimates of available revenue for operations and maintenance of the highway and transit systems.

To facilitate the financial analysis, the PB Team will develop a spreadsheet model that integrates:

- Revenue forecasts by source (federal, state, local) and by analysis year;
- List of recommended projects developed in earlier tasks; and
- Project cost estimates in current dollars.

Deliverables: A demonstration of fiscal constraint for the recommendations in the 2040 LRTP and documentation of the analysis and assumptions used.

Task 8: Draft and Final Plan Document

The PB Team will compile the results and products from previous tasks into a concise and comprehensive Long Range Transportation Plan document. The document will be developed in a format that is reader-friendly, uses graphic visualizations to illustrate key concepts, and is organized so that the regional map and list of proposed projects can be easily found.

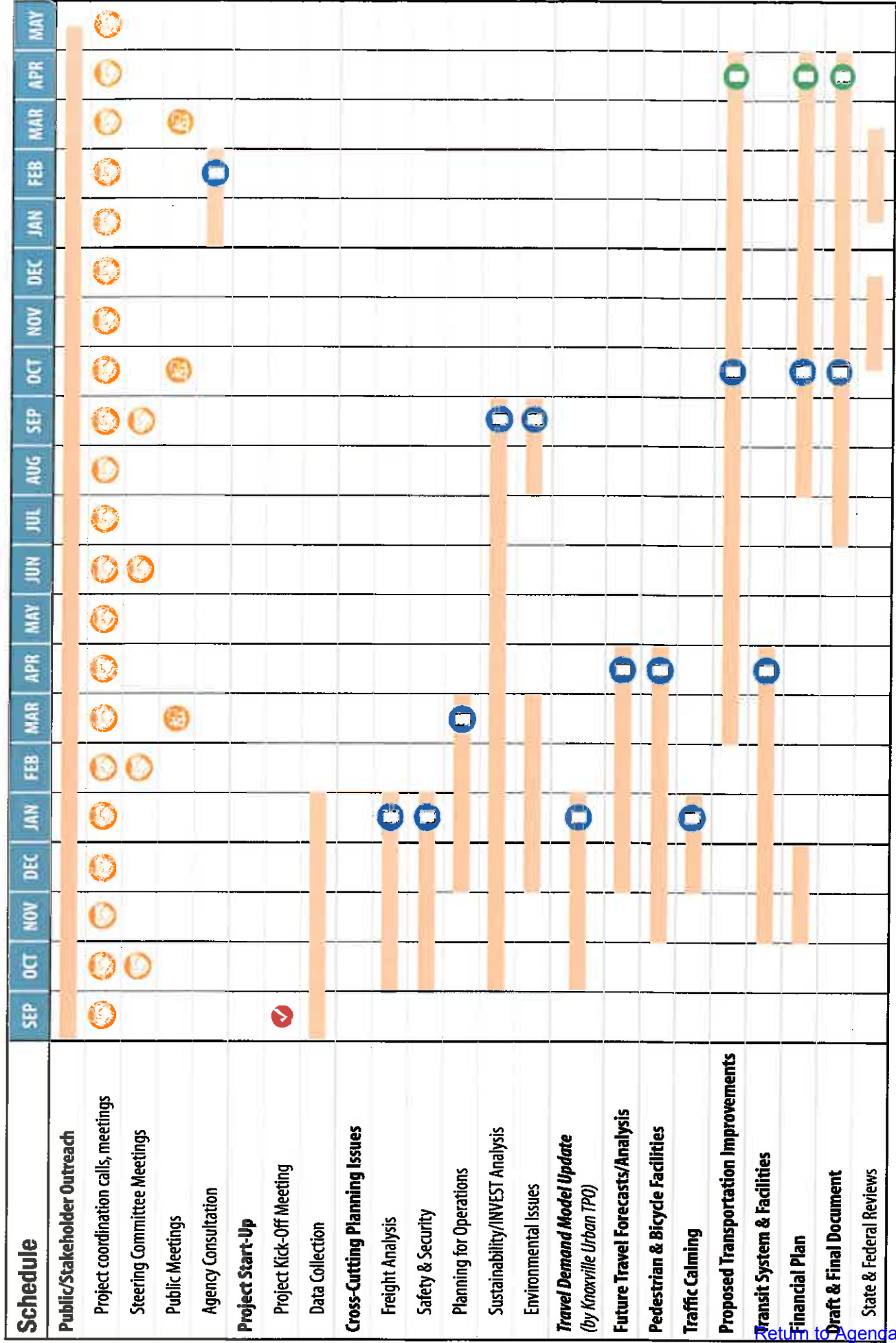
This task will also include submittal of electronic review copies for TDOT, FHWA and FTA, as well as revised electronic drafts to respond to agency comments. TDOT's MAP-21 checklist for metropolitan plans will be used to ensure all required issues are addressed in the 2040 LRTP.

Deliverables: A Draft 2040 Long Range Transportation Plan and a Final 2040 Long Range Transportation Plan, each in electronic format.

Task 9: Project Management

The PB Team's project manager will provide regular and frequent updates on the plan's progress. If desired by the MTPO's project manager, a recurring conference call will be scheduled to discuss work completed and underway, along with any issues of concern. In-person meetings may be held at the MTPO offices in conjunction with project field work or as otherwise requested. In addition to these communications, written progress reports will be provided to the MTPO's project manager on a monthly basis.

ATTACHMENT B: SCHEDULE



KEY: Meeting Activity Kick-off Meeting Public Meeting Draft Deliverable Final Deliverable

ATTACHMENT C: BUDGET

Project Name: Lakeway Area MTPO 2040 RTP

Task	Activity	Hours	Task Budget
1	Public / Stakeholder Involvement	108	\$ 14,735
2	Data Collection	98	\$ 12,328
3	Freight, Safety and Security, Operations, Environmental and EJ Analysis	208	\$ 24,666
4	Traffic Forecasts & Analysis	68	\$ 10,045
5	Bicycle/Pedestrian and Transit	140	\$ 18,709
6	Develop Proposed Transportation Improvements	148	\$ 20,027
7	Financial Plan	56	\$ 8,287
8	Draft & Final Document	178	\$ 25,114
9	Project Management & Coordination	68	\$ 9,055
	Direct Expenses	-	\$ 2,709
Total:			\$ 145,674

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. ____

PIN: 112586.00

County: Jefferson

Federal Project No.: STP-M-37(77)

State Project No.: 45LPLM-F3-024

Local Agency Reference No.: 2009-59G

Description Of Project: Signalization of seven intersections on Andrew
Johnson Hwy (SR-34) from SR-92 to Odyssey Road

Project Length: 0.000 miles

Completion Time: On or Before March 31, 2016

DBE Goal: 0%

By: Progression Electric LLC

City, Knoxville

St.: TN

Surety: Travelers Casualty and Surety Company of America

TDOT Version: 1/27/15

BID FORM FOR UNIT PRICE BID

Name of Project: Signalization of seven intersections on Andrew Johnson Hwy (SR-34) from SR-92 to Odyssey Rd
TDOT Construction Project No.: 45LPLM-F3-024
PIN 1122586.00

This Bid is submitted to: City of Jefferson City
Public Works Department
112 City Center Drive
Jefferson City, TN 37760

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter an agreement with Owner in the form indicated in the Contract Documents for the contract price within the contract time indicated in this bid.
2. Bidder has carefully examined the plans, the technical specifications, the General Conditions, the Supplementary Conditions, Instructions for Bidders, the form of the contract, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.
3. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and all conditions affecting cost, progress, or performance of the work. Bidder has made such independent investigations as bidder deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
4. Bidder understands that a price for each item on the bid schedule must be filled in as stated in Instructions for Bidders. Failure to indicate price for alternates, if any, may be grounds for considering the bid irregular. Lump Sum prices on the bid schedule shall include all labor, materials, safety measures, overhead, profit, insurance, etc. to cover the finished work.
5. Bidder agrees that, if awarded the contract, all work thereunder shall be conducted in such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project within 90 calendar days from the date stipulated in the Notice to Proceed.
6. Bidder accepts the provisions of the Agreement as to liquidated damages of \$250 per day in the event of failure to complete the work on time.
7. Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.
8. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
9. Bidder will complete the work as described in the specifications for the price(s) as shown on the following bid schedules.
10. Bidder has familiarized himself with the TDOT Disadvantaged Business Enterprise (DBE) Guideline and policies.

BID FORM FOR UNIT PRICE BIDProject: Signalization of seven intersections on Andrew Johnson Hwy (SR-34) from SR-92 to Odyssey RdBidder: Progression Electric LLC Date: 10-15-15

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
712-01	TRAFFIC CONTROL	LS	1	\$ 3691.70	\$ 3691.70
712-06	SIGNS (CONSTRUCTION)	S.F.	488	\$ 16.34	\$ 7973.92
716-08.03	ARROW BOARD (TYPE C)	EACH	1	\$ 4734.80	\$ 4734.80
717-01	MOBILIZATION	LS	1	\$ 5000.00	\$ 5000.00
730-02.41	SIGNAL HEAD MODIFICATION (TYPE 130 - LED RETROFIT)	EACH	43	\$ 229.56	\$ 9871.08
730-02.42	SIGNAL HEAD MODIFICATION (TYPE 130A2 - LED RETROFIT)	EACH	11	\$ 232.34	\$ 2555.74
730-02.43	SIGNAL HEAD MODIFICATION (TYPE 140 - LED RETROFIT)	EACH	4	\$ 276.90	\$ 1107.60
730-02.44	SIGNAL HEAD MODIFICATION (TYPE 150 - LED RETROFIT)	EACH	15	\$ 367.31	\$ 5509.65
730-02.45	SIGNAL HEAD MODIFICATION (BACKPLATE)	EACH	31	\$ 105.15	\$ 3259.65
	Total of Bid			\$ 43,704.14	

11. The Bidder is hereby acknowledging that the following documents are attached to and made a condition of this Bid:

- a) Required Bid Security in the form of: X Bid Bond. b) Required Affidavit Drug-Free Workplace
- c) Acknowledgment of Addenda #'s 1

.....
If BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____ Business License No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(general partner)

Business Address: _____

Phone No.: _____ Business License No.: _____

A Corporation

By Progression Electric LLC

(Corporation Name)

Tennessee

(state of incorporation)

By Billy Medley vice President

(name of person authorized to sign)

Business Address: P.O. Box 9606

Knoxville TN 37940

Phone No.: 865-971-5434 Business License No.: 42766

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

(Address)

Phone No.: _____ Business License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

PROPOSAL
TO THE CITY OF JEFFERSON CITY
JEFFERSON CITY, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the CITY in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the CITY, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

Progression Electric LLC
Bidder (1)

By:

Billy D. Medley

Billy Medley, Vice President

Printed Name and Title

PO Box 9606

Address

Knoxville TN 37940

City/State/Zip

Bidder (1) being

a

LLC
(Type of business entity)

composed of officers, partners, or owners as follows:

Jerry Minnich, President

Name/Title

Name/Title

Billy Medley, Vice President

Name/Title

Name/Title

Name/Title

Name/Title

Bidder (2)*

By:

Printed Name and Title

Address

City/State/Zip

Bidder (2) being

a

(Type of business entity)

composed of officers, partners, or owners as follows:

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Progression Electric LLC Sworn to and subscribed before me
Bidder (1)
By: Billy D. Medley this 15th day of October 2015
Billy Medley Vice President Paul Mitchell
Printed Name and Title Notary Public
My commission expires 6-3-18

(Seal)

Sworn to and subscribed before me
Bidder (2)
By: _____ this _____ day of _____

Printed Name and Title Notary Public
My commission expires _____

(Seal)

SECTION 00415
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Knox

The undersigned, principal officer of Progression Electric LLC, an employer of five (5) or more employees contracting with the City of Jefferson City to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Progression Electric LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Billy D. Medley
Principal Officer

STATE OF Tennessee

COUNTY OF Knox

Before me personally appeared Billy Medley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 15th day of October, 2015

Paula Minter

Notary Public

My commission expires: 6-2-18

SECTION 00418

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that Progression Electric LLC
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111
and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12,
Chapter 4, Part 1, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: Billy D. Medley

State of Tennessee)
) ss
County of Knox)

Personally appeared before me, Barbara Mitchell the undersigned
Notary Public, Billy Medley, the within named bargainor, with
whom I am personally acquainted, and known to me to be the President/Owner/Partner
(as applicable) of the Progression Electric LLC, Corporation,
Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he/she
executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 15th day of October, 2015



Barbara Mitchell
Notary Public

My commission expires 6-2-18

SUBCONTRACTOR'S BID LIST

<u>Name, Address, Phone No.</u>	<u>Items/Areas Contracted</u>	<u>Amount</u>
	None	
local business license		
local business license		
local business license		
local business license		

I, We, the undersigned, hereby certify the above information and understand that these bids are made a part of the total bid and shall not be changed in any way without being reflected in the total bid.

BIDDER (authorized signature) Billy D. Medley Date: 10-15-15

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CITY OF JEFFERSON CITY

JEFFERSON CITY, TENNESSEE

PROPOSAL BOND

CONTRACT NO.

Federal Project No. STP-M-37(77)
State Project No. 45LPLM-F3-024
Signalization of seven intersections on Andrew Johnson
Hwy (SR-34) from SR-92 to Odyssey Road

Principal: Progression Electric, LLC

Print Name of Principal

Surety: Travelers Casualty and Surety Company of America

Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the **CITY**, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

<u>Progression Electric, LLC</u>		<u>Travelers Casualty and Surety Company of America</u>	
Principal (1)		Surety (1)	
By: <u>Billy D. Medley</u>		By: <u>Catherine L. McMillan</u>	
		General Agent or Attorney-in-Fact	
		Catherine L. McMillan	
<u>Billy Medley VP.</u>		November 13, 2015	
Print Name and Title		Date	
<u>November 13, 2015</u>			
Date		(Seal)	

<u>N/A</u>		<u>N/A</u>	
Principal (2)		Surety (2)	
By: _____		By: _____	
		General Agent or Attorney-in-Fact	
_____		_____	
Print Name and Title		Date	

Date		(Seal)	

*NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.

TRAVELERS**POWER OF ATTORNEY**

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

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

Attorney-In Fact No. 227775

Certificate No. 006335216

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

William J. Daly, Bishop Curtis Leonard, III, Tom H. McCarley, III, Catherine L. McMillan, Marilyn S. Spoon, and Melissa Yardley

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of May 2015.

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

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



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 4th day of May 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November 20 15


Kevin E. Hughes, Assistant Secretary



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