

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
DECEMBER 15, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Don Lamb, Chaplain, Morristown Fire Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. December 1, 2015

6. PROCLAMATIONS/PRESENTATIONS

1. Recognition of the 2015 JA BizTown Mayors and Good Citizens.

**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 Directing Payment of Electric Tax Equivalent.
2. Resolution No. _____
A Resolution of the City of Morristown Directing Payment of Wastewater Tax Equivalent.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Stormwater Management/MBP Facilities Maintenance Agreement between Wal-Mart Real Estate Business Trust and the City of Morristown.
2. Approval of Agreement between Rembco Geotechnical Contractors, Inc. and the City of Morristown, Tennessee for sinkhole remediation grouting at 5725 Commerce Blvd. in the amount of \$191,055.
3. Change Order #1 TDOT Supplemental Agreement and/or Request for Construction Change to Summers-Taylor, Inc. in the amount of \$6,029.25 for Rehabilitation of Walters Drive from N. Economy Rd. to Cherokee Dr.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Property Sale to City of Morristown Regional Airport from Youth Emergency Shelter, Inc.
2. Approval of Underground Utility Easement between the City of Morristown and Jefferson Cocke County Utility District (JCCUD). *{Gas line easement across City of Morristown, Tennessee, property.}*

10. CITY ADMINISTRATOR'S REPORT

1. License Agreement between City of Morristown, Tennessee and Petoskey Plastics, Inc.
2. Façade Program Update.

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 24 & 25, 2015 (Thurs. & Friday)
January 1, 2016 (Friday)
January 5, 2016 (Tues) 5:00 p.m.
January 18, 2016 (Monday)
January 19, 2016 (Tues) 4:00 p.m.
January 19, 2016 (Tues) 5:00 p.m.
February 2, 2016 (Tues) 5:00 p.m.
February 16, 2016 (Tues) 4:00 p.m.
February 16, 2016 (Tues) 5:00 p.m.
March 1, 2016 (Tues) 5:00 p.m.
March 15, 2016 (Tues) 4:00 p.m.
March 15, 2016 (Tues) 5:00 p.m.

City Employee's Holiday Christmas Eve & Christmas Day
City Employee's Holiday New Year's Day
Regular City Council Meeting with Work Session
City Employee's Holiday Martin Luther King Day
Finance Committee Meeting
Regular City Council Meeting with Work Session
Regular City Council Meeting with Work Session
Finance Committee Meeting
Regular City Council Meeting with Work Session
Regular City Council Meeting with Work Session
Finance Committee Meeting
Regular City Council Meeting with Work Session

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

1. Special Events Policy

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
DECEMBER 1, 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, December 1, 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. Ruth Carpenter, Master Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the November 17, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the November 24, 2015 Special Called Meeting minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Resolution No. 16-15. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

RESOLUTION 16-15

**CITY OF MORRISTOWN APPLICATION FOR THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FY 2016 TRANSPORTATION
ALTERNATIVES 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

ATTEST:

CITY ADMINISTRATOR

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 approve the 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. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the 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. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the December 1, 2015, City Council meeting at 5:16 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

Alyssa Williams

Alpha Intermediate School
C/o JA BizTown Lead Teacher Rebecca
Henegar
5620 Old U.S. Hwy. 11-E
Morristown, TN 37814

Cole Bennett

Fairview Marguerite Elementary School
C/o JA BizTown Lead Teacher Amy Goan
2125 Fairview Road
Morristown, TN 37814

Ryan Wheeler

Hillcrest Elementary School
C/o JA BizTown Lead Teacher Dr. Ginger Bible
407 South Liberty Hill Road
Morristown, TN 37813

Bridget Edwards*

John Hay Elementary School
C/o JA BizTown Lead Teacher John Watkins
501 Brittain Court
Morristown, TN 37814

Haley Romero

Lincoln Heights Elementary School
C/o JA BizTown Lead Teacher Robyn Roark
215 Lincoln Avenue
Morristown, TN 37813

Jackson Collins

Manley Elementary School
C/o JA BizTown Lead Teacher Sarah Cates
551 West Economy Rd
Morristown, TN 37814

Jonathan Martin

Russellville Intermediate School
C/o JA BizTown Lead Teacher Jean Shadow
5273 East A.J. Highway
Russellville, TN 37860

Wolfe Daniel

Union Heights Elementary School
C/o JA BizTown Lead Teacher Jenny Wilson
3366 Tornado Trail,
Morristown TN 37813

Cory Rines

West Elementary School
C/o JA BizTown Lead Teacher Stephanie
Ranney
235 W. Converse St.
Morristown, TN 37814

Nathan Roberts*

Whitesburg Elementary
C/o JA BizTown Lead Teacher Kellie Dean
7859 E. A. J Hwy
Whitesburg, TN 3789

Will Case *

Witt Elementary School
C/o JA BizTown Lead Teacher Stacy Costner
4650 S. Davy Crockett Pkwy
Morristown, TN 37813

The * stands for Good Citizens

Hamblen County 2015-2016 JA BizTown Program

Elementary School	Principal	2015	Contact	School Phone #	# 5 th grade	Partner Schools	Date, # Volunteers	T-Shirts	Mayor or Good Citizen	Survey
ALPHA INTERMEDIATE SCHOOL 5626 Old Highway 11E Morristown, TN 37814	Kimberly Dyke	Yes	Rebecca Henegar henegar@hcboc.net	(423) 585-3861	118	None	12/10/15	122	Alyssa Williams 5620 Old U.S. Hwy. 11-E Morristown, TN 37814	
FAIRVIEW MARGUERITE 2125 Fairview Road Morristown, TN 37814	Suzanne J. Wampler	Yes	Amy Goan goana@hcboc.net	(423) 586-4098	84	None	10/28/15 *14 volunteers		Cole Bennett 2125 Fairview Road Morristown, TN 37814	
HILLCREST ELEMENTARY 407 South Liberty Hill Road Morristown, TN 37813	Martha Kelly	Yes	Dr. Ginger Bible bibleg@hcboc.net	(423) 586-7472	92	None	10/29/15 *15 Volunteers		Ryan Wheeler 407 South Liberty Hill Road Morristown, TN 37813	
JOHN HAY 501 Brittain Court Morristown, TN 37814	Matthew Linnon	Yes	John Watkins watkinsj@hcboc.net	(423) 586-1080	50	Union Heights	11/18/15 *16 volunteers		Bridget Edwards John Hay 501 Brittain Court Morristown, TN 37814	
LINCOLN ELEMENTARY 219 Lincoln Avenue Morristown, TN 37813	Janet Dalton	Yes	Robyn Roark roarkr@hcboc.net	(423) 586-2062	73	Witt	10/30/15 *16 volunteers		Haley Romero Lincoln Heights Elementary 215 Lincoln Avenue Morristown, TN 37813	
MANLEY 551 West Economy Road Morristown, TN 37814	Debra Dickenson	Yes	Sarah Cates cates@hcboc.net	(423) 585-3874	72	None	12/16/15		Jackson Collins 551 West Economy Rd Morristown, TN 37814	
RUSSELLVILLE 5655 Old Russellville Pike Morristown, TN 37860	Samuel K. Taylor III	Yes	R. Jean Shadow shadow@hcboc.net	(423) 585-3861	115	None	10/16/15 *18 volunteers		Jonathan Martin Ms. Price's class 5273 East A.J. Highway Russellville, TN 37860	
UNION HEIGHTS 3366 Tornado Trail Morristown, TN 37813	Charles Carter	Yes	Jenny Watson watsonj@hcboc.net	(423) 586-1502	54	John Hay	11/18/15 *16 volunteers		Wolfe Daniel 3366 Tornado Trail Morristown, TN 37813	
WEST ELEMENTARY 235 West Converse Street Morristown, TN 37814	Krista Crum	Yes	Stephanie Ranney RanneyS@hcboc.net	(423) 586-1263	69	Whitesburg	12/11/15		Cory Rines 235 W. Converse St. Morristown, TN 37814	
WHITESBURG 7859 E. A.J. Highway Whitesburg, TN 37891	William Southern	Yes	Kelle Dean deank@hcboc.net	(423) 235-2547	42	West	12/11/15		Nathan Roberts 7859 E. A.J. Hwy Whitesburg, TN 37891	
WITT 4650 South Davy Crockett Pkwy Morristown, TN 37813	Paula Combs	Yes	Stacy Costner scostner@hcboc.net Ricky Bruce@jtek.com	(423) 586-2862	50	Lincoln Heights	10/30/15 Need 16 vol		Will Case 4650 S. Davy Crockett Pkwy Morristown, TN 37813	
JA PRESIDENT CHIP REED VP CALLIE ARCHER Stephanie Sexton			chip@jaeasttennessee.org callie@jaeasttennessee.org stephanie@jaeasttennessee.org	865 457-2461 ext. 112 ext. 110						
HC*EXCELL	Tish Jones		tjrom@usit.net	(423) 586-9278						
HAMBLETON COUNTY SCHOOL SYSTEM	Linda Ketner		lketner.hcexcell@gmail.com	(423) 586-7700						
Indicates Good Citizen										

**Most likely to need help with volunteers

(Hillcrest lead teacher Mary Seal sealm@hcboc.net on maternity leave)

[Return to Agenda](#)



MORRISTOWN UTILITY SYSTEMS

441 West Main Street
P.O. Box 667
Morristown, Tennessee 37815
Phone: (423) 586-4121 Fax: (423) 587-6590

December 1, 2015

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2016 on the next available City Council meeting agenda. Copies of the resolution passed December 1, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2015 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Rucker", written in a cursive style.

Clark Rucker
Assistant General Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MORRISTOWN,
DIRECTING PAYMENT OF ELECTRIC TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, necessary data have been supplied by the Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amount of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

Jurisdiction	Amount	
City of Morristown	\$1,225,791.67	(77.5%)
Hamblen County	<u>\$ 355,874.01</u>	(22.5%)
Total In-Lieu Tax Payable	\$1,581,666.68	

Adopted this the 15th day of December, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR/RECORDER

RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT

Resolution # 2015-11-01

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by The Morristown Utility Commission; and


WHEREAS, these bodies will consult regarding the amounts of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and

WHEREAS, necessary data has been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

Jurisdiction	Amount
City of Morristown	\$1,225,791.67 (77.5%)
Hamblen County	<u>\$ 355,875.01</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$1,581,666.68</u>

ADOPTED this 4th day of December, 2015


George B. McGuffin, Chairman


Harold L. Nichols, Secretary



MORRISTOWN UTILITY SYSTEMS

441 West Main Street
P.O. Box 667
Morristown, Tennessee 37815
Phone: (423) 586-4121 Fax: (423) 587-6590

December 1, 2015

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2016 on the next available City Council meeting agenda. Copies of the resolution passed December 1, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2015 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

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

Clark Rucker
Assistant General Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING
PAYMENT OF WASTEWATER TAX EQUIVALENT.**

BE IT RESOLVED by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

Total In-Lieu Tax Payable	\$506,900
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Adopted this the 15th day of December, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR/RECORDER

RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT
WASTEWATER


Resolution # 2015-11-02

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

FY 2015 In-Lieu Tax Payable

\$ 506,900

ADOPTED this 4th day of December, 2015


George B. McGuffin, Chairman


Harold L. Nichols, Secretary

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of November, 2015, by and between Wal-Mart Real Estate Business Trust hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
040 030.07 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1566 Page 556, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Walmart SuperCenter #6370-00
(Name of Plan/Development)

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant permission to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to one hundred fifty percent (150%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

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

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: *[Signature]*

FRANK V. PAMPALONE
(Type Name)

DIRECTOR
(Type Title)

State of Arkansas

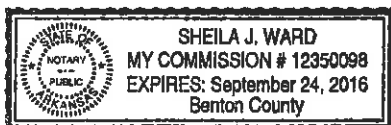
County of Benton

The foregoing Agreement was acknowledged before me this 20th day of November 20 15,

by FRANK PAMPALONE

Sheila J. Ward
Notary Public

My Commission Expires 9/24/16



Approved as to form:

Richard C. Jones 12/2/15
City Attorney Date

Fax / email

To: Paul E. Brown, RLS
Public Works Director
City of Morristown
400 Dice Street
Morristown, TN 37814

From: Ken Bowman O.M.

pbrown@mymorristown.com

Email:

Pages: 8

Phone: Phone: 423-585-4658
Fax: 423-585-4661

Date: December 7, 2015

Re: Petrosky Sinkhole

CC: Mike Bivens

Please find attached our proposal for providing sinkhole remediation grouting for the referenced project. Please call with questions concerning this proposal.

My mobile number is (865) 604-2894. Please call with questions.

Thanks,



Ken Bowman
Operations Manager



Geotechnical Contractors, Inc.

P.O. Box 23009 • Knoxville, TN 37933
phone: 865-671-2925 • fax: 865-671-2895

www.rembco.com

December 7, 2015

Paul E. Brown, RLS
Public Works Director
City of Morristown
400 Dice Street
Morristown, TN 37814

Rembco is pleased to provide you with this proposal for cap and compaction for sinkhole remediation. Our work is unit priced for the depth of grouting and the grout placed. Actual quantity of grout may vary from our estimate and could be either higher or lower than the quantities quoted herein.

We appreciate the opportunity to provide assistance with this project. Please contact us at your convenience with questions or information regarding the acceptance of this proposal.

We anticipate the duration of the work to be 10 days based on the quantities quoted in this scope of work. Variations in quantities could result in additional time for completion. Our first available start date could be as early as December 9-10, 2015.

Sincerely,
Rembco Geotechnical Contractors, Inc.

A handwritten signature in black ink, appearing to read 'Ken Bowman'.

Ken Bowman
Operations Manager

PROPOSAL – SINKHOLE GROUTING

This **Agreement** is made this 2nd of December, 2015 by and between Rembco® Geotechnical Contractors, Inc., hereinafter called Rembco, and The City of Morristown, TN, hereinafter known as the **Client**.

IN CONSIDERATION of the mutual promises contained in this agreement, the parties agree as follows:

Date Issued or Revised: December 7, 2015

PURPOSE

The purpose of this work is to perform sinkhole remediation grouting.

The site of work is located at 5725 Commerce Blvd, Morristown, TN 37814.

PROCEDURAL DESCRIPTION

The scope of work includes:

All labor, material, and equipment necessary to install grout injections. All work is unit priced. Final quantities may vary from this estimate.

Rembco will choose the Grout Mix design for the grouting. Grout will be a cementitious grout that may include sand, fly ash, soil, or other admixtures. The slump of the grout can be adjusted while grouting from as low as a 3 inch slump to about 8 inches depending on the purpose of the grouting.

Cleanup and on-site stockpiling of construction debris related to our work.

PAYMENT

The Client agrees to pay Rembco under the following price format.

Item	Est Qty	Units	\$/Unit	Extension
Mobilization / Demobilization	1	each	\$ 6,000	\$6,000
Grout Casing Advancement	1465	LF	\$ 27	\$39,555
Grout	582	CY	\$ 250	\$145,500
Client-caused delay ¹	0	hour	\$ 650	\$ 0
Total Estimated Base Price				\$191,055

<u>Price breakdown by area</u>	<u>Extension</u>
Area 1 – 18 injections, 300lf, 180CY estimated	\$53,100
Area 2 – 32 injections, 960lf, 324CY estimated	\$106,920
Area 3 – 8 injections, 80lf, 48CY estimated	\$14,160
Area 4 – 5 injections, 125lf, 30CY estimated	\$ 10,875
Mobilization / Demobilization	\$ 6,000
Total Estimated Base Price	\$191,055

Terms are net 30 days with no retainage. No bonding is included in the above pricing. Payment and Performance bonding is available at a 2% rate if desired.

¹ It is assumed that the Client will coordinate site activities to minimize downtime for Rembco. If delays occur due to action or in-action of the Client, the following delay clause applies:

Should Rembco be unable to proceed with this contract after mobilizing due to an action or inaction of the client, the delay will be charged at the rate shown to a maximum of eight hours per day. Examples of client-caused delays include inaccessibility of the site or stop-work orders, but do not include delays resulting from inclement weather or *force majeure*. Rembco will cooperate with the Client to avoid any such delays, if possible.

CLIENT RESPONSIBILITIES

The Client will furnish the following items and services at no additional cost to Rembco:

- Layout of injection points and coring through any surfaces such as asphalt or concrete if required.
- Free, dry and legal access for Rembco's Crew, vehicles and equipment to the site of the work.
- Construction and as-built drawings, reports, locations of buried conduits, utilities, or buried tanks or structures, and other appropriate information regarding the condition of the structure or the site.
- Any licenses or permits required for the project (if any are required).
- Required traffic control.
- A site for the disposal of construction debris within 200ft of the work area.
- Water for use in performance of the work. (Approximately 250 gallons per day)
- A hold harmless provision against damage to any unidentified utilities or underground structures.
- A suitable wash-out area must be provided within 100ft of the work area for cleaning up grouting equipment and tools.

GENERAL TERMS AND CONDITIONS

Attached hereto, incorporated in, and made a part of this agreement are the Rembco General Terms and Conditions of Sale dated March 8, 2000.

ENDORSEMENT

Endorsement by a representative of the Client will be Rembco's authorization to proceed with the work under this agreement.

ACCEPTED FOR THE CLIENT

A. W. Cox
(Signature)

Anthony W. Cox, City Administrator
(Name)

12/7/2015
(Date)

ACCEPTED FOR REMBCO

Ken Bowman O.M.

Ken Bowman Operations Manager

December 7, 2015

GENERAL TERM AND CONDITIONS

March 8, 2000

These Terms and Conditions are the Contractor's standard terms for all contracts involving Powergrout, Injectite, rehabilitation and restorations services, and related items. The term "Contract" is used hereinafter means Contractor's Proposal, the terms and conditions attached thereto and expressly incorporated herein directly or by reference and shall constitute collectively the agreement between the Contractor, Rembco Geotechnical Contractors, Incorporated and the client.

OFFER AND ACCEPTANCE Contractor's proposal and the accompanying documents referred to above constitute only an offer to contract which may be accepted by Client only on the exact terms hereof. If additional or different terms are proposed or requested by the Client, such proposal or request shall constitute a counter offer which the Contractor may, at its option, accept by written notice to the Client.

ENTIRE CONTRACT: MODIFICATION This Contract constitutes the sole and entire agreement between the Contractor and the Client and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. Contractor shall attempt to comply with all requests for deviations, alterations, or changes in the work and services to be provided under the Contract which are requested by the Client's authorized representative providing that such deviations, alterations, or changes and compensation thereof are agreed by both parties in writing prior to performance of such modified service or work. No employees or other representative of the Contractor has any authority to waive, change, modify, or add to the terms of the Contract or waive any default thereunder without prior written approval by an authorized representative of the Contractor. No such waiver of default shall operate as a waiver of future defaults of any character.

PRICES Unless otherwise stated, prices stated in the Contractor's proposal are firm provided that this Contract becomes effective within thirty (30) days from the date of such proposal.

TAXES Prices do not include sales, use, excise, ad velorem, property, or other taxes now or hereafter imposed directly or indirectly by any governmental authority or agency with respect to this Contract. Client shall pay directly or reimburse the Contractor for any such taxes which it may be required to pay.

TERMS AND TIME OF PAYMENT Terms of payment are net thirty (30) days with no retainage unless stated elsewhere in this contract. Payment delayed beyond thirty (30) days from the specified due date, unless occasioned by fault of the Contractor, shall be subject to two (2) percent per month interest on any unpaid balance.

DATE OF COMPLETION The date of completion provided in this Contract is approximate and is based on prompt receipt by the Contractor of all necessary information and data required to be supplied by the Client, and subject to weather, groundwater conditions, and unforeseen site conditions. The Contractor will use all reasonable effort to meet the stipulated completion date and completion within a reasonable time shall constitute reasonable compliance with this Contract.

FINANCIAL RESPONSIBILITY Reasonable doubt as to the Client's financial responsibility to make payment due under this Contract shall entitle the Contractor to suspend performance or terminate (see "Client's Default: Termination" below) this Contract without liability to the Contractor until the Client shall have satisfied the Contractor of its continuing financial responsibility. Such action by the Contractor shall not alter Client's obligations hereunder and

partial work completed shall be conclusively deemed to be separate contracts governed by the terms of this Contract.

CLIENT'S DEFAULT: TERMINATION

- A. Client shall be liable to Contractor for all damages or loss including loss of reasonable profits, and for the costs and expenses including attorney's fees sustained by the Contractor and arising from Client's default under or breach of any of the terms and conditions of this Contract. In the event of any such default or breach, Contractor may, without any obligation or liability of Client, terminate this Contract forthwith by written notice to Client and such action by Contractor shall not be deemed to waive any right or remedy with respect to any default or breach. If Contractor, in the event of such default or breach, has substantially completed the work specified in this Contract, Contractor's damages shall be no less than the price specified in this Contract.
- B. The institution of any proceedings by or against Client, voluntarily or involuntarily, under bankruptcy or insolvency laws or for the appointment of a receiver or trustee or assignee for the benefit of creditors shall be deemed an event of default under this Contract. Further, it shall be an event of default under this Contract should Client fail to make any payment required thereunder within thirty (30) days following the date specified thereof.

EXCUSABLE DELAY: FORCE MAJEURE Contractor shall be excused for delay in completion and may suspend performance of this Contract without liability to Client in the event and to the extent of "force majeure" which shall include the occurrence or existence of : acts of God, war, the public enemy, mobilization, riots, strikes, lockout, work stoppage or other labor difficulties, fire, flood, explosion, accident, embargoes, the acts of governmental or political subdivisions thereof, weather, governmental priorities, or any other abnormality, contingency, or cause beyond the control of the Contractor which adversely affects its ability to perform.

DELAY: SUSPENSION Unless occasioned by fault of the Contractor, any delay in the project which necessitates the removal and/or subsequent re-mobilization of the Contractor's work crew and/or equipment including but not limited to Client's default, unforeseen work conditions, or changes in work scope will result in expenses payable by the Client. In the event the project is not resumed within thirty (30) days, Contractor shall be relieved of all obligations and liabilities resulting from cessation of the work and shall be entitled to pursue any and all remedies available to the Contractor in law or equity for such termination.

LIABILITY Contractor does not disclaim responsibility, in accordance with generally accepted principles of law, for direct damages suffered by the Client resulting from the Contractor's failure to perform in accordance with the provisions of this Contract. Contractor's obligation and responsibility under this Contract for alleged negligence shall not extend to indirect, punitive, special, or consequential damages, or to losses Client may suffer or incur in connection therewith such as but not limited to loss of revenue or profits, damages or losses as a result of Client's inability to operate, shutdown of its plant or operations, loss of the use of the facilities or services or inability to fulfill contracts with third parties.

TECHNICAL RESPONSIBILITIES Unless expressly stated otherwise, this contract does not include engineering or inspection services by an individual registered by a state or other jurisdiction.

INSURANCE Contractor agrees to maintain the following minimum insurance coverage throughout the duration of this Contract: Workman's Compensations-statutory; Property Damage, Bodily Injury and Automobile-\$1,000,000.

TERMINATION Except as otherwise expressly provided herein, this Contract is not subject to Termination in part or whole.

ASSIGNMENT Neither this Contract in its entirety nor any rights or interest therein may be assigned by either party without prior agreement by other party.

CONTRACTOR'S PERFORMANCE The work to be performed involves specialty, technical, engineering, and maintenance service and shall be performed by the Contractor's own personnel. Prices do not include "standby", "work-in-harmony", or other personnel or wage rates which may be imposed by local trade agreements.

LAW This Contract and Client's acceptance thereof shall be interpreted in accordance with the laws of the State in which the work takes place.

GUARANTEE Contractor guarantees that the work shall be performed in a skillful and workmanlike manner, free of defects in workmanship, and in conformance with the contract documents. Contractor's guarantee is limited by the "Liability" section and expressly does not include warranties of merchantability and fitness. Contractor's liability for its guarantee hereunder shall be limited to remedying, at its own expense, any defect in the workmanship. Client shall notify Contractor of any defect in materials or workmanship promptly after discovery of the condition.

SUB-SURFACE OR LATENT CONDITIONS Contractor shall not be responsible for damages to underground or concealed pipes, conduits, lines, cables, sewers, tanks, and the like or any other sub-structure unless accurately identified and marked by the Client. Client shall hold harmless and indemnify Contractor for any claim, loss, or delay caused by a failure to accurately identify or mark such sub-surface or latent conditions.

PERMITS: APPROVALS The Client shall secure and pay for necessary approvals, easements, assessments, and charges required for the work. Further, Client shall secure and pay for any building permit and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work including those which are customarily secured after execution of the work.

ARBITRATION Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. By initial of these Terms and Conditions, Client and Contractor specifically acknowledge this Arbitration Clause.



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

Project Title/Termini: Rehabilitation of Walters Drive from N. Economy Rd. To Cherokee Dr.
Owner: City of Morristown PIN: 117201.00
Address: PO Box 1499 State Project No.: 82LPLM-F3-035
Morristown, TN 37816 Federal Project No.: STP-M-9113(18)
Date Prepared: 12/8/2015 Contract No.: 3238AI
County: Hamblen

Whereas, we Summers-Taylor, Inc. with Fidelity & Deposit Company of Maryland, as a Surety, entered into a contract with the City of Morristown, TN, on February 11, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Adjust final contract quantities.

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

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

Original contraction Completion Time: 120 days (Date: 6/16/15)

Approved Change Orders: _____

Current Change Order: _____

Contract Completion Time with Change Orders: 120 days (Date: 6/16/15)

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

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$474,925.50

Current Change Order: \$(6,029.25)

Approved Change Orders: \$0.00

Pending Change Orders: \$0.00

Total Change Orders to Date: \$(6,029.25)



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

Project Title/Terminal:	Rehabilitation of Walters Drive from N. Economy Rd. To Cherokee Dr.		
Owner:	City of Morristown	PIN:	117201.00
Address:	PO Box 1499	State Project No.:	82LPLM-F3-035
	Morristown, TN 37816	Federal Project No.:	STP-M-9113(18)
Date Prepared:	12/8/2015	Contract No.:	3238A1
		County:	Hamblen

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

Recommended for Approval

By: Randy W. Beckner 12/8/15
Engineer/CEI Date

Approved By:

By: _____
Contractor Date

By: _____
Surety Date

By: _____
Owner Date

Approved for Eligibility:

By: _____
Local Programs Planner Date



FINAL QUANTITIES

STATE PROJECT # 32PLM-F3-035
FEDERAL PROJECT # STP-M-3113 (18)
PROJECT DESC Rehabilitation Of Walters Drive From North Economy Road to Cherokee Drive
CONTRACT # 3238A1
PIN # 117201.00

ORIGINAL AMOUNT \$ 474,925.50
EXECUTION DATE 2/16/2015
EFFECTIVE DATE 10/28/2014
TIME COMPLETE 100.00%

REVISED AMOUNT \$ 468,896.25
CONTRACT END 6/16/2015
CONTRACT WORK DAYS 120
WORK COMPLETE 100.00%

BID ITEM NO.	DESCRIPTION	UNIT OF MEAS	CURRENT	QUANTITIES REVISED	OVER/UNDER	UNIT PRICE	NET AMOUNT CHANGE
202-02.01	Removal of Pipe (Sta 604+3)	LF	104.00	104.00	-	\$ 39.00	\$ -
307-01.15	ASC Mix (PG64-22) (BPMCLC-HM) Grading CS	Ton	620.00	767.05	147.05	\$ 105.66	\$ 15,535.83
403-01	Bituminous Material for Tack Coat	Ton	27.00	17.43	(9.57)	\$ 850.00	\$ (8,134.50)
411-01.10	ASC Mix (PG64-22) Grading D	Ton	2,479.00	2,398.78	(71.22)	\$ 108.30	\$ (7,713.13)
415-01.02	Cold Planing Bituminous Pavement	SY	31,000.00	30,281.21	(718.79)	\$ 1.40	\$ (1,006.31)
607-06.02	30" Concrete Pipe Culvert (Class III)	LF	104.00	94.00	(10.00)	\$ 230.00	\$ (2,300.00)
611-07.60	30" Endwall (Gross Drain) 3:1	EA	2.00	1.00	(1.00)	\$ 4,200.00	\$ (4,200.00)
702-01.02	Concrete Curb	LF	10.00	29.58	19.58	\$ 140.00	\$ 2,741.20
708-05.09	Machined Rip-Rap (Class C)	Ton	70.00	42.48	(27.52)	\$ 52.60	\$ (1,447.55)
712-01	Traffic Control	LS	1.00	1.00	-	\$ 9,420.00	\$ -
713-02.21	Sign Post Delineation Enhancement	LF	80.00	80.00	-	\$ 7.00	\$ -
713-11.01	"U" Section Steel Post	LB	768.00	768.00	-	\$ 4.00	\$ -
713-11.02	Perforated/Knockout Square Tube Post	LB	65.00	65.00	-	\$ 6.50	\$ -
713-13.02	Flat Sheet Aluminum Signs (0.080" Thick)	SF	141.00	141.00	-	\$ 14.00	\$ -
713-15.01	Removal of Existing Sign	EA	20.00	20.00	-	\$ 32.00	\$ -
716-02.05	Plastic Pavement Marking (Stop Line)	LF	140.00	140.00	-	\$ 13.50	\$ -
716-13.05	Spray Thermo Pavement Marking (Turn Lane Arrow)	EA	3.00	3.00	-	\$ 175.00	\$ -
717-01	Mobilization	LM	3.10	3.08	(0.02)	\$ 1,800.00	\$ (36.00)
730-14.02	Saw Slot	LS	1.00	1.00	-	\$ 7,500.00	\$ -
730-14.03	Loop Wire	LF	250.00	301.00	51.00	\$ 8.00	\$ 408.00
801-01	Seeding (With Mulch)	LF	600.00	754.00	154.00	\$ 0.80	\$ 123.20
		UNIT	1.00	1.00	-	\$ 50.00	\$ -
TOTALS							\$ (\$6,028.25)



Engineering-Architecture-Surveying
1909 Ailor Avenue
Knoxville, Tennessee 37921
Phone: (865) 546-5800 Fax: (865) 546-4714
E-Mail: rmhenley@vaughnmelton.com

LETTER OF TRANSMITTAL

Web Site: <http://www.vaughnmelton.com>

TO: Ralph "Buddy" Fielder ACA
City of Morristown, Tennessee

DATE: 12-1-15

JOB NO: 51570-38

ATTN: Buddy Fielder

RE: Morristown Airport - 5130 Old Highway 11E Acquisition

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA _____ THE FOLLOWING ITEMS:

☐ SHOP DRAWINGS ☐ PRINTS ☐ PLANS ☐ SAMPLES ☐ SPECIFICATIONS

☐ COPY OF LETTER ☐ CHARGE ORDER

COPIES	DATE	NO.	DESCRIPTION
1	11-25-15	1	Negotiator's Log
1	11-25-15	2	ROW 17B Offer Form
1	11-25-15	3	ROW 30A.1 Initial Contact/Donation
1	11-25-15	6	ROW 30A.3 Agreement of Sale
1	11-25-15	7	W-9
1	11-25-15	8	Helen Ross McNabb - By-Laws

THESE ARE TRANSMITTED as checked below:

☐ FOR APPROVAL ☐ APPROVED AS SUBMITTED ☐ RESUBMIT COPIES FOR APPROVAL

☒ FOR YOUR USE ☐ APPROVED AS NOTED ☐ SUBMIT COPIES FOR DISTRIBUTION

☐ AS REQUESTED ☐ RETURNED FOR CORRECTIONS ☐ RETURN CORRECTED PRINTS

☐ FOR REVIEW AND COMMENT ☐ _____

☐ FOR BIDS DUE ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: Calvin Armstead is ready to move forward with Closing. 865-599-5404

COPY TO: File

SIGNED: 

If enclosures are not as noted, kindly notify us at once.

[Return to Agenda](#)

**CITY OF MORRISTOWN
NEGOTIATOR REPORT OF CALL**

COUNTY: Hamblen

PARCEL #: 048 024

OWNER: Youth Emergency Shelter, Inc-Helen Ross McNabb Cen. OWNER/TENANT: % Calvin Armistead
ADDRESS: 5139 Old Highway 11E WORK PHONE NO. 865-599-5404
Morristown, TN 37814 HOME PHONE NO. N/A

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH THE OWNER OR HIS DESIGNATED REPRESENTATIVE. ENTRIES SHOULD INCLUDE THE DATE, THE NAME(S) OF THE PERSON(S) CONTACTED, AND A DESCRIPTION OF THE CONTACT. ALL COUNTER-OFFERS MADE BY THE OWNER MUST BE NOTED. ENTRIES MUST BE SIGNED AND DATED.

INITIAL CONTACT

NEGOTIATOR: Neal C. Whetsel Jr. DATE OF CONTACT November 25, 2016

REAL PROPERTY OFFER

	NO UNECONOMIC REMNANT	WITH UNEC. REMNANT
A. PURCHASES IMPROVEMENTS:	\$180,000.00	<u>N/A</u>
B. OWNER RETAINS IMPROVEMENTS:	<u>not desired to retain</u>	<u>N/A</u>
OWNER RETENTION EXPLAINED:	YES <u>X</u> NO <u> </u>	N/A <u> </u>
OWNER INTERESTED IN RETAINING:	YES <u> </u> NO <u>X</u>	N/A <u> </u>
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED:	YES <u>X</u> NO <u> </u>	N/A <u> </u>
FAIR MARKET VALUE DETERMINATION EXPLAINED:	YES <u>X</u> NO <u> </u>	N/A <u> </u>

THE FOLLOWING ITEMS WERE GIVEN TO THE PROPERTY OWNER: Name card, ROW Acquisition Booklet(s) TDOT'S Appraisal and Review, Initial Contact form, Confirmation of Notice of Intent form, Agreement to sell with legal descriptions, IRS W9, County Tax Map of property and copy of title report

COMMENTS

Project review and contacts for negotiations:

October 9- Reviewed property and forms in preparation of offer to acquire.

October 13- Coordinated with Ryan on review and items related to acquisition

October 14- Forms worked to develop and prepare for offer/acquisition

October 23- Phone call to Calvin Armistead to confirm the process of offer to present is in process and

upon approval of offer by City of Morristown we will arrange for offer. He was ask as to retaining house.

They do not desire to retain the improvement. The offer will not include a salvage value and bond.

November 5th- 100 pm by phone, Mr. Armistead called to confirm the acquisition approval. He desires to be

Presented the offer. Final approved offer and documents are being completed and I will arrange meeting.

[Return to Agenda](#)

Page 2 Negotiation log continued

November 16, Revised/updated appraisal with forms received. Called Kip Miller to discuss the comparable sales and information related to the appraisal.

November 17, Called Calvin at 200 pm to discuss/confirm status and we are proceeding to present a final approved offer.

November 23 As per last contact, I called Calvin to advise of status and arrange an appointment. Meeting scheduled for 100 pm November 25th

November 25 Meeting as scheduled at 100 pm at office on 201 Springdale Ave, Knoxville Tn. Offer presented with all documents as noted above. Mr. Armistead ask about the time to process and to close. They do not desire to retain the house and will have any of their supplies/building materials removed. The title report notes that both County and City taxes are due of r2015. He ask if as a non-profit if they were not tax exempt. I explained that I would present this question to be resolved by closing. He will call me as to acceptance of the offer and desires to email me signed document if accepted.

November 27 Received email copy of all executed documents except for W9. He stated he would provide the document executed by the Treasurer on Monday 30th.

November 30 Received by email the IRS W9 executed and a copy of the Organization By-Laws to confirm. The Board approved sales of the property when listed with a local real estate firm for sale. The present listing excluded the City of Morristown from the listing contact.

**CITY OF MORRISTOWN
OFFER TO ACQUIRE REAL PROPERTY**

DATE: 11-25-15

COUNTYS: Hamblen

PARCEL #: 048 024

OWNER/S: Youth Emergency Shelter, Inc.

THE FOLLOWING OFFER IS NOT LESS THAN THE APPROVED APPRAISAL OF THE FAIR MARKET VALUE OF THE PROPERTY INCLUDING, WHERE APPLICABLE, DAMAGES TO THE REMAINDER. THIS OFFER DOES ☐ DOES NOT ☐ INCLUDE PAYMENT FOR THE PURCHASE OF ONE OR MORE UNECONOMIC REMAINDERS.

	A IMPROVEMENTS ACQUIRED	B IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$40,000.00	<u>SAME AS A</u>
PERMANENT DRAINAGE EASEMENT	\$0	<u>SAME AS A</u>
IMPROVEMENTS	\$140,000.00	\$0
DAMAGES/BENEFITS	\$0	<u>SAME AS A</u>
SLOPE EASEMENT	\$0	<u>SAME AS A</u>
TEMPORARY CONSTRUCTION EASEMENT	\$0	<u>SAME AS A</u>
APPROVED COMPENSATION	\$0	\$0
UTILITY ADJUSTMENT	\$0	<u>SAME AS A</u>
GRAND TOTAL (ROUNDED)	\$180,000.00	\$0

RESIDENTIAL _____

BUSINESS RELOCATION _____

THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS:

Dwelling, Pool House, Barn, Propane Tank and Landscaping

THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE OWNED BY OTHERS:

THE ORIGINAL OF THE FORM WAS handed TO Calvin Armistead
ON 11-25-15



NEGOTIATOR

[Return to Agenda](#)

CITY OF MORRISTOWN
INITIAL CONTACT

DATE: 11-25-15

OWNER'S COPY

COUNTY: Hamblen
PARCEL: 048 024

On 11-25-15, I, the owner(s) of property depicted on the attached right-of-way plan sheet and designated as Tract # was personally contacted by Neal C. Whetsel Jr at 261 W Sprague Lake. At that time, the purpose of the project identified above, as well as details concerning the effects of the project, was discussed. The plan sheet referenced above was presented and explained.

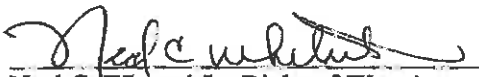
In accordance with the above-mentioned meeting and based on the discussion of benefits and rights available to me as an affected owner of land required for Morristown Regional Airport improvement, I have made the following elections and/or determinations.


(Check One)

☐ Being fully apprised of my right to receive just compensation for the property in question, I have freely determined to waive my rights to receive just compensation. I agree to donate said lands to City of Morristown, TN and will execute a deed of transfer to accomplish said donation for the express consideration of advancing the construction of the above referenced project.

☒ Being fully apprised of my right to receive just compensation for the property in question, I request that an offer of just compensation be provided for my consideration in granting the land required for the construction of the above referenced project.

The above election being given freely this 25th day of NOVEMBER of 20 15


Neal C. Whetsel Jr., Right-of-Way Agent
Vaughn & Melton Consulting Engineers


OWNER

OWNER

COMMENTS:

CITY OF MORRISTOWN
AGREEMENT OF SALE

OWNER'S COPY

COUNTY: Hamblen

PARCEL #: 048 024


This agreement entered into on this the 25th day of NOVEMBER, 2015
between HELEN ROSS MCNABB LAUTER, INC. herein after called the Seller and the City of Morristown shall
continue for a period of 90 days under the terms and conditions listed below. This Agreement
embodies all considerations agreed to between the Seller and the City of Morristown.

- A. The Seller hereby offers and agrees to convey to the City of Morristown lands identified as Parcel
on the attached map for the above referenced project upon the City of Morristown tendering the
purchase price of \$180,000.00, said parcel being further described on the attached legal
description.
- B. The City of Morristown agrees to pay for the expenses of title examination, preparation of
instrument of conveyance and recording of deed. The City of Morristown will reimburse the
Seller for expenses incident to the transfer of the property to the City of Morristown. Real
Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements Does not Retain Improvements [☒] Not Applicable []
Seller agrees to retain improvements under the terms and conditions stated in the attached
agreement to this document and made a part of this Agreement of Sale.
- D. Utility Adjustment Not Applicable [☒]
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of
utilities owned by him. The purchase price offered includes \$ 0 to compensate the owner for his
expenses.
- E. Other
- F. the Seller states in the following space the name of any Lessee of any part of the property to be
conveyed and the name of any other parties having any interest of any kind in said property.

NO LESSEE OR OTHER PARTY


(SELLERS) CALVIN ARMISTEAD
AUTHORIZED REPRESENTATIVE

(SELLERS)

EXHIBIT A

SITUATE in the First (formerly the Fifth) Civil District of Hamblen County, Tennessee, to-wit:

TRACT I: BEGINNING at an iron pin in the southeastern right of way boundary of Old U.S. Highway 11-E corner to property of Myers; thence, along the southwestern boundary of Myers, south 48 deg. 19 min. east 280.74 feet to a concrete monument, corner to property of the City of Morristown; thence, south 46 deg. 00 min. east 104.57 feet to an iron pin, corner to remaining property of Greene; thence, along Greene, three calls and distances as follows: south 44 deg. 30 min. west 129.72 feet to an iron pin; thence, north 49 deg. 48 min. west 120.30 feet to an iron pin; thence, north 47 deg. 37 min. 30 sec. west 224.88 feet to an iron pin in the southeastern right of way boundary of Old U.S. Highway 11-E; thence along said right of way boundary, north 27 deg. 35 min. east 138.38 feet to an iron pin, the point of BEGINNING, CONTAINING 1.13 acres, more or less, as shown by survey of William H. Shockley, Surveyor, dated April 23, 1987.

TRACT II: BEGINNING at a concrete monument off of Old U.S. Highway 11-E corner to property of City of Morristown; thence, with a line of City of Morristown south 48 deg. 16 min. west 119.50 feet to an iron pin; thence, north 49 deg. 48 min. west 159.00 feet to an iron pin corner to other property of Parker; thence with the line of Parker north 44 deg. 30 min. east 129.72 feet to an iron pin in a line of property of City of Morristown; thence, with the line of City of Morristown south 46 deg. 00 min. east 166.50 feet to the point of BEGINNING, containing 0.464 acres, more or less, according to survey dated September 13, 1991 of William H. Shockley, RLS, 2125 Lawson Road, Morristown, Tennessee (Tn. No. 973).

BEING the same real estate conveyed by deed of Lee E. Parker and wife, Sheila Parker to William J. Jenkins and wife, Ruth L. Jenkins, dated the 28th day of February ~~1984~~ 2005, and of record in the Register's Office of Hamblen County, Tennessee in Deed Book 1094, page 305.

THIS CONVEYANCE is made subject to easements for telephones and utilities and the right of way of Old Highway 11-E.

**City of Morristown
Notice of Relocation Eligibility
and Earliest Vacation Date**

Project Name: Morristown Regional Airport

Parcel #: 048 024

Owner of Record:
Youth Emergency Shelter, Inc.

Property Address:
5139 Old Highway 11E
Morristown, TN 37814

THIS IS NOT A NOTICE TO MOVE

As of 11-25-15 the City of Morristown in the state of Tennessee (City) initiated negotiations for the acquisition of the above referenced land which you now occupy. This is your notification that you are now eligible for applicable relocation benefits as outlined in the Relocation Information Notice and Relocation Brochure which you now have. - Vacant House -

In no event will you be required to vacate the property earlier than 90 days from the date that the City obtains legal possession or the date on which you receive a Notification of Relocation Payments.

When the City obtains legal possession, you will receive a second notice Notice to Vacate Acquired Property with the specific date by which you must vacate the property.

FOR FIELD OFFICE USE

THE ORIGINAL OF THIS FORM WAS DELIVERED TO THE DISLOCATEE ON:

DATE: 11-25-15

AGENT SIGNATURE: [Signature]

RECEIVED BY:

DATE: 11/25/15

DISPLACEE SIGNATURE: [Signature]

THE ORIGINAL OF THIS FORM WAS MAILED TO THE DISLOCATEE ON:

DATE: _____ **CERTIFIED MAIL NO:** _____

DATE: _____ **AGENT SIGNATURE:** _____

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Helen Ross McNabb Center, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (D=C corporation, S=S corporation, P=partnership) in the line above for the tax classification of the single-member owner.
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Other (see instructions) **not-for-profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
201 West Springdale Avenue

6 City, state, and ZIP code
Knoxville, TN 37917

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

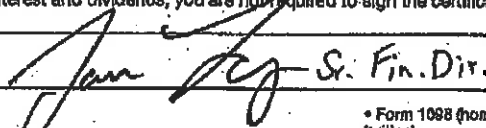
6	2	-	0	5	4	8	9	1	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person  Sr. Fin. Dir. Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/w9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Helen Ross McNabb Center, Inc.

Knoxville, Tennessee

Amended and Restated Bylaws

Revisions:

09-30-70

03-28-73

02-05-75

07-28-76

12-15-76

03-25-77

06-30-82

09-24-86

05-29-96

08-25-99

04-26-00

Revised 07-31-13

HELEN ROSS McNABB CENTER, INC.

ARTICLE I. NAME

This organization shall be known as the Helen Ross McNabb Center, Inc. Principal offices and place of business shall be in Knox County, Tennessee.

ARTICLE II. STATEMENT OF PURPOSE AND OBJECTIVES

The purpose of the organization is to (i) sponsor, maintain and provide quality and compassionate mental health care services, addiction, co-occurring treatment, and recovery services, and social services, (ii) study, diagnose, treat, and aid in the prevention of mental and emotional disorders of children and adults, and (iii) further community education, professional training and research in the field of mental health (collectively, the "Services").

The fulfillment of this purpose shall be consistent upon our Center's fiscal ability, community responsibility, and the maintenance of the highest ethical standards in both its internal and external relationships.

The following objectives have been established to fulfill this purpose:

To provide programs of the highest quality to the patients requiring the Services.

To constantly strive to provide a better quality of care, more convenient care, at a reasonable cost, and in a manner in keeping with human dignity.

To employ modern techniques of prevention and promote preventive activities and programs in the community.

To recognize our obligation to assist the community in problem solving around the services issues.

To strive to prevent unnecessary overlapping and duplication of services.

To hire, train and retain the finest personnel available by providing personnel programs designed to meet employee needs and contribute to high morale, high productivity, and a sense of pride in their work and the institution.

To create an education program for our employees to encourage learning and study and to maintain an environment which is conducive to continual growth and self-development.

To support research and development for the improvement of the Services and public access thereto.

To require an efficient top administrative and professional management staff to maintain the necessary money, manpower, facilities, equipment, and materials to provide the best possible patient care and treatment.

ARTICLE III.
ORGANIZATION

The Helen Ross McNabb Center (and its satellite centers, if any) shall be governed by a Board of Directors. There shall be an administrative staff and a clinical staff organized to carry out the purposes of the Corporation. The fiscal year shall be July 1 through June 30.

ARTICLE IV.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The powers and duties of the Board of Directors shall include but not be limited to the following:

1. The Board shall set broad policy and organizational goals, and will address itself to the needs of the community and underserved areas, as it relates to the Services, and will participate in the planning, development, and evaluation of the Services provided by the Center toward meeting those needs.
2. The Board shall organize itself so as to effectively fulfill the purposes of the organization and will elect officers from its membership.
3. The Board shall employ a chief executive officer to be called the President/Chief Executive Officer (CEO) and shall fix compensation, and shall describe and delegate to him the authority and responsibility for the conduct of the affairs of the Corporation, retaining the right to rescind such delegation. The CEO shall have the discretion to designate a President and the CEO shall be responsible for determining the President's salary.
4. The Board shall meet regularly to conduct the business of the Corporation.
5. The Board shall be responsible for adequate funding for the operation and will take appropriate action to account for and protect all the assets of the Corporation.
6. The Board shall be governed by the will of the majority of any declared quorum as hereafter defined, and shall ensure that no individual(s) operate independently to the detriment of the majority's will.
7. The Board shall attempt in every way to create a positive corporate public image to the community it serves.
8. The Board shall set forth the qualifications, responsibilities, duties, and job description for the President/CEO.
9. The Board shall provide fidelity bonds, or equivalent coverage from insurance, of not less than \$1,000,000 on each person it authorizes to sign checks on behalf of the Center.
10. The Board shall ratify by a majority vote of the quorum any amendments and changes of the Bylaws for advisory boards to the satellite centers, if any, of the Helen Ross McNabb Center.

ARTICLE V.
BOARD ORGANIZATION

A. Officers:

The officers of the Board of Directors will be Chair, Chair-elect, Secretary, and Treasurer. These four officers shall be elected for one-year terms and shall be elected from the membership of the Board. The officers may be re-elected to a second consecutive term. The Chair-elect shall automatically be advanced to the office of Chair. Should any officer be unable to begin or complete his term of office, the Board will elect a replacement from a slate proposed by the Nominating Committee.

1. The Chair shall preside at all Board meetings and Executive Committee meetings and shall be an ex-officio, non-voting member of all other committees. The Chair shall appoint the Committee Chairmen and assign members of the standing committees. The Chair shall have all other rights, duties, and responsibilities usually accorded to that office.
2. The Chair-elect shall assume the duties of the Chair's office at all times when the Chair is unavailable to attend to those duties.
3. The Secretary or his designate shall keep accurate, informative minutes arising from Board actions and shall perform such other duties as may be required by the Board.
4. The Treasurer shall be responsible for reporting fiscal matters to the Board, and shall automatically become Chairman of the Finance Committee. At least quarterly, the Treasurer will review and report on the financial condition of the Corporation to the Board, and upon receipt of the annual audit will present the results to the Board at its next regular meeting.

B. Membership: Active, Honorary Life, Honorary

1. There shall be not less than 15 nor more than 29 persons elected to Active Board membership, except as provided below in this Article V.
2. In the event that a merger or acquisition approved by the Board requires that the target have the ability to place member(s) on the Board, the approval of such merger or acquisition by the Board shall act to amend these Bylaws to provide for such additional positions on the Active Board; provided, however, that the minimum of 15 Board members shall remain unchanged.
3. Honorary membership may be bestowed by the Board upon any Active member who because of serious illness or similar circumstance has been unable to fulfill the responsibilities of Active membership for a period of six months. The Honorary member may attend Board meetings during the unexpired terms but shall have no vote. The unexpired term of an Honorary member may be filled with a voting member.

C. Membership: Requirements

1. All active members of the Board shall have attained the age of 18 by the time their appointment is effective.

2. There shall be no denial of membership on the Board based upon race, color, religion, national origin, sex, sexual orientation, disability, age, genetic information, parental status, veteran status, or any other classification protected by law.
3. Membership shall be granted to those who will participate effectively in fulfilling the duties and responsibilities of the Board.
4. Board members will be chosen from, and representative of, the population and geographic area served.

D. Membership, Nomination and Election Process, Terms of Office

1. Regular terms of membership for Active Board members shall be three years.
2. An Active member upon completion of a three-year term may be re-elected to a second three-year term, but shall automatically rotate off of the Board following the completion of a second consecutive three-year term. An interim of one full fiscal year must elapse before a former Board member can be elected to serve again.
3. The Chair may request the Immediate Past Chair to serve in an advisory capacity to the Chair. In the event an Immediate Past Chair rotates off the Board, he/she will serve for one year as a Board member and as a member of the Executive Committee, with all the rights and privileges of Active Board membership.
4. Unexpired terms of office created by vacancy may be filled for the duration of the unexpired term.
5. The Nominating Committee may place names of individuals in nomination at any regularly scheduled Board meeting. Nominations may be made from the floor.
6. Election of Board members to fill expired regular terms will be held at the annual Board meeting and terms of office will commence on July 1 of each year, coinciding with the Corporation's fiscal year.
7. Election of officers will be held at the annual Board meeting and terms of office will commence on July 1 of each year, coinciding with the Corporation's fiscal year.

E. Membership: Assignment to Classes

Each elected member of the Board shall be assigned to one of three classes which will be numerically balanced (e.g., class of 2012 will contain those members whose first or second term expires at the end of the fiscal year - June 30, 2012).

F. Committees

1. In addition to an elected Executive Committee, the following standing committees will be appointed annually by the Chair and members will serve a one-year term of office commencing on July 1. Successive committee reappointments may be made: (a) Finance; (b) Personnel; (c) Nominating; (d) Marketing and Public Relations; (e) Corporate Compliance;
2. The Chair may appoint ad hoc committees.

3. Committees will perform duties hereinafter described and report specific recommendations to the Board on those matters where a quorum of the Committee has acted. Unless specified by Board change, all committee actions are subject to Board approval.
4. Quorum for committee meetings shall be one-third of regular appointed membership, but not less than two members present.
5. Committee meetings will be called by the Chairman.
6. Committees may request advisors from staff and community to attend committee meetings.

Executive Committee

There shall be an Executive Committee whose membership shall be comprised of the Chair, Chair-elect, Past Chair, Secretary, and Treasurer. The Board may appoint two additional member of the Board to the Executive Committee. This committee shall act for the Board of Directors in emergencies and in the interim between regular Board meetings if necessary, except as specifically outlined in Article VI G2 a-e inclusive. The Executive Committee shall be available for consultation with the President/CEO. The Executive Committee shall serve as the Annual Review Committee for the President/CEO.

Finance Committee

The Finance Committee shall consist of not less than three persons chosen from members of the Board. The Treasurer shall be its Chairman. The Committee shall advise on the expenditure and investment of funds. With the assistance of the President/CEO, the Finance Committee will review budgets prepared by the Center and will review and make recommendations to the Board concerning financial feasibility of new and continued programs.

Personnel Committee

The Personnel Committee shall consist of not less than three members. The Personnel Committee shall advise the management of the Center on personnel policies formulated by the Center's staff, and submit a set of Personnel Policies to the Board for adoption. The Personnel Committee may also review and recommend to the Board major changes in benefits accorded to employees of the Center.

Nominating Committee

The Nominating Committee shall consist of not less than three persons. The Committee shall be responsible to nominate replacements for all vacancies on the Board which occur during the year, as well as at year-end as a result of the rotation process. The Committee shall place in nomination a slate of officers. The Nominating Committee will have the responsibility of orienting newly appointed members of the Board to the Center's operation.

Marketing and Public Relations Committee

The Marketing and Public Relations Committee shall consist of not less than three members. Its duties shall be to advise and direct the staff in marketing and public relations of the Center; to advise the Board of Directors regarding services the Center

provides; and to advise the Board of Directors regarding mechanisms to assure the quality of the services provided.

Corporate Compliance Committee

The Corporate Compliance Committee shall consist of not less than three members. Its duties shall be to: (i) advise and direct the staff in corporate compliance of the Center, (ii) encourage continuous improvement of, and promote adherence to, the Center's policies, procedures, and practices for corporate accountability, transparency and integrity, and (iii) to advise the Board of Directors regarding the same.

ARTICLE VI. MEETINGS

A. Schedule

1. Board meetings will be held regularly on the last Wednesday of each month, except the month of December, or as designated by the Board.
2. The annual meeting may be convened simultaneously with the regularly scheduled monthly meeting not less than once per twelve months. It shall be the prerogative of the Chair to name the date for the annual meeting and to notify the members.
3. Special called meetings may be convened by the Chair or upon request of any five members of the Board provided a reasonable notice is given with reason for calling stated to the members.

B. Attendance

Absence from three successive regularly scheduled Board meetings without satisfactory explanation, or absence from any six regularly scheduled meetings during any 12-month period shall be cause for the Board to ask for the member's resignation. For members who suffer hardship or transportation problems, special considerations may be granted to make it possible for them to participate.

C. Minutes

Minutes of all Board meetings will be kept by the Secretary and copies provided to all members. Minutes will include lists of those in attendance and those absent, narrative of the discussions held, motions passed, and reports made by the Committee Chairmen.

D. Quorum

A quorum shall consist of forty percent of the members. When a quorum is once present it is not broken by a subsequent withdrawal of any of those present.

E. Proxy

There shall be no vote by proxy.

F. Amendment Procedure

These Bylaws or any part thereof may be altered by amendment by a majority vote of the quorum. New Bylaws may be adopted by a majority vote of the membership of the Board

of Directors at any regular meeting, or at any special meeting called for that purpose. Reasonable notice of any such meeting will be given in writing to every voting member of the Board.

G. Voting Action

1. Except as listed below any motion decided upon by a majority of the quorum shall be officially recognized as Board action.
2. Special important matters listed below shall require a majority of the total voting membership of the Board (11 affirmative votes assuming 21 voting Board members).
 - a. Adoption of the original Bylaws
 - b. Changing of the Charter (Constitution)
 - c. Transferring assets of the Center
 - d. Dissolution of the Corporation
 - e. Employment and termination of the President/CEO.

ARTICLE VII.
CONFLICTS OF INTEREST

Section 1.

Any duality of interest or possible conflict of interest on the part of any governing Board member shall be disclosed to the other members of the Board and made a matter of record through an annual procedure and also when the interest becomes a matter of Board action.

Section 2.

Any governing Board member having a duality of interest or possible conflict of interest on any matter shall not vote or use his personal influence on the matter, and he shall not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

Section 3.

The foregoing requirements shall not be construed as preventing the governing Board member from briefly stating his position in the matter, nor from answering pertinent questions of other Board members since his knowledge may be of great assistance.

Section 4.

Any new member of the Board will be advised of this policy upon entering on the duties of his office.

This instrument prepared by:
Jefferson Cocke County Utility District
122 Hwy 25E
Newport, Tennessee 37821

C.L.T. Map No. _____
Parcel _____

UNDERGROUND UTILITY EASEMENT

This Easement, made as of this _____ day of _____, 20____, between _____ (the "Owner"), and the JEFFERSON COCKE COUNTY UTILITY DISTRICT OF Jefferson and Cocke Counties, TENNESSEE ("JCCUD")

W I T N E S S E T H:

WHEREAS, the Owner owns a tract of land which includes, but is not necessarily limited to, the real property described in Exhibits A & B, which is attached hereto and incorporated herein by reference (the "Easement Tract"); The Temporary Construction Easement(s) expires at the end of utility construction.

WHEREAS, JCCUD desires to install utility facilities in the Easement Tract;

WHEREAS, the Owner has agreed to grant to JCCUD a non-exclusive easement in the Easement Tract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the sum of \$_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

1. The Owner does hereby grant to JCCUD, its successors and assigns, the perpetual right, at one time or from time to time, to enter upon the Easement Tract and to place, construct, operate, inspect, repair, maintain, and replace thereon and remove there from one or more underground pipe lines for the transmission or conveyance of natural gas as from time to time may be necessary or convenient in JCCUD's opinion to fully and adequately operate JCCUD's natural gas system, together with all rights that are necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the right to keep the Easement Tract free and clear of improvements, trees, shrubbery, and anything else that interferes with the safe maintenance and use of the natural gas lines and facilities and other lines and facilities installed pursuant to this Agreement, provided, that all permanent structures, fixtures or pipes shall be located beneath the surface of the Easement Tract.

2. There is also hereby granted by the Owner to JCCUD the right of reasonable ingress and egress over other parts of the Owner's adjoining property at any and all times for the purpose of providing adequate access to the Easement Tract in connection with the maintaining, repairing and replacing of the lines and facilities located on the Easement Tract. Prior to exercising such right of ingress and egress, JCCUD shall give reasonable notice to Owner. JCCUD shall minimize any interference with Owner's adjoining property and shall repair and restore all damage caused by JCCUD to Owner's adjoining property, including but not limited to replacement of trees, shrubbery and other vegetation.

3. The Owner covenants that the Owner owns the Easement Tract and that the Owner has a good right to grant this easement.

4. The Owner for the Owner and the Owner's heirs, successors or assigns, and for all persons now or hereafter having any interest in the Owner's Property, covenants with JCCUD and its successors and assigns as follows: (1) that no structure or other building will be erected on the Easement Tract; (2) that at least three (3) days before allowing any digging, excavation or other work on the Easement Tract, the Owner will notify the person or persons doing such work of the existence of this Agreement and will instruct such person or persons of the necessity of contacting JCCUD before commencing work; (3) that no use will be made of the Easement Tract which will interfere with or endanger the use and operation of natural gas lines and facilities and any other lines and facilities installed pursuant to this instrument; and (4) that no material change will be made in the ground level or topography of that part of the Easement Tract where such natural gas lines and facilities are located without the prior written consent of JCCUD.

5. The Owner agrees that trees, shrubbery and other vegetation located within the Easement Tract (including any temporary construction easement area) are subject to removal. Neither JCCUD nor its contractor shall have any obligation to replace trees, shrubbery and other vegetation within the Easement Tract that are removed or disturbed during construction.

6. This is not a conveyance of the fee in the Easement Tract but only of the rights, privileges and easements herein granted. Subject to the rights herein granted, the Owner reserves the right to use and enjoy the Easement Tract for any purpose that does not interfere with or endanger the use and operation of the natural gas lines and facilities installed pursuant to the rights herein granted.

7. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8. This instrument shall be binding upon and inure to the benefit of the Owner and JCCUD and their respective heirs, successors, assigns and administrators.

IN WITNESS WHEREOF, the Owner has executed this instrument as of the day and year first above written.

"OWNER"

By: _____

Name: _____

Title: _____

[INDIVIDUAL ACKNOWLEDGMENTS]

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a notary public, of said county, _____, the within named bargainor, with whom I am personally acquainted (or **proved** to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a notary public, of said county, _____, the within named bargainor, with whom I am personally acquainted (or **proved** to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainor, a corporation, and that he/she as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Legal Description

City of Morristown, Tennessee

To: Jefferson Cocke County Utility District

Being a 20 foot easement for a proposed gas line whose centerline being described as follows: Beginning at a point on the south edge of Howard Allen Road 12.3 feet south of the centerline of same and 10 feet east of the Frank A. Hardy property; Thence along and 10 feet from the Hardy line and continuing with the Nancy Ann France property, South 36 deg. 56' 15" East 557.78 feet to a turn at the Claude Hardy property; Thence continuing with and 10 feet from the Claude Hardy property, South 89 deg. 01' 26" East 880.71 feet to a point 10 feet south of the East Tennessee Natural Gas pipeline easement; Thence with and along the existing gas line easement and being 10 feet from and parallel to same, North 59 deg. 22' 52" East 1973.77 feet to a point on the north side of Progress Parkway; Thence turning and crossing Progress Parkway, south 30 deg. 30' 55" East 48.65 feet to a point on the south side of same; Thence with the south side of same, North 57 deg. 44' 45" East 1184.61 feet to a point; Thence turning and running along the toe of the slope of the east edge more or less of a graded pad, South 28 deg. 50' 58" East 973.07 feet to a point on the north edge of Interstate View; Thence with the north edge of same, North 83 deg. 20' 48" East 494.67 feet to a point; Thence crossing Interstate View, South 06 deg. 47' 44" East 77.62 feet to a point; Thence North 83 deg. 12' 16" East 97.34 feet to a point on the Brandon & Mark Sawyer line, and containing 2.89 Acres more or less.

All as shown on survey prepared by Billy G. Knight RLS and Entitled "20' GAS LINE EASEMENT ACROSS THE CITY OF MORRISTOWN, TENNESSE PROPERTY" and shown on 5 sheets bearing date of 11-23-15 for further reference.

EXHIBIT 1

TERMS AND CONDITIONS FOR OPERATION AND USE OF EASEMENTS BY THE PUBLIC UTILITY DISTRICT OF JEFFERSON AND COCKE COUNTIES, TENNESSEE

The Public Utility District of Jefferson and Cocke Counties, Tennessee, is herein referred to as the grantee. The owners of the land over which the easement runs are referred to as the grantor(s).

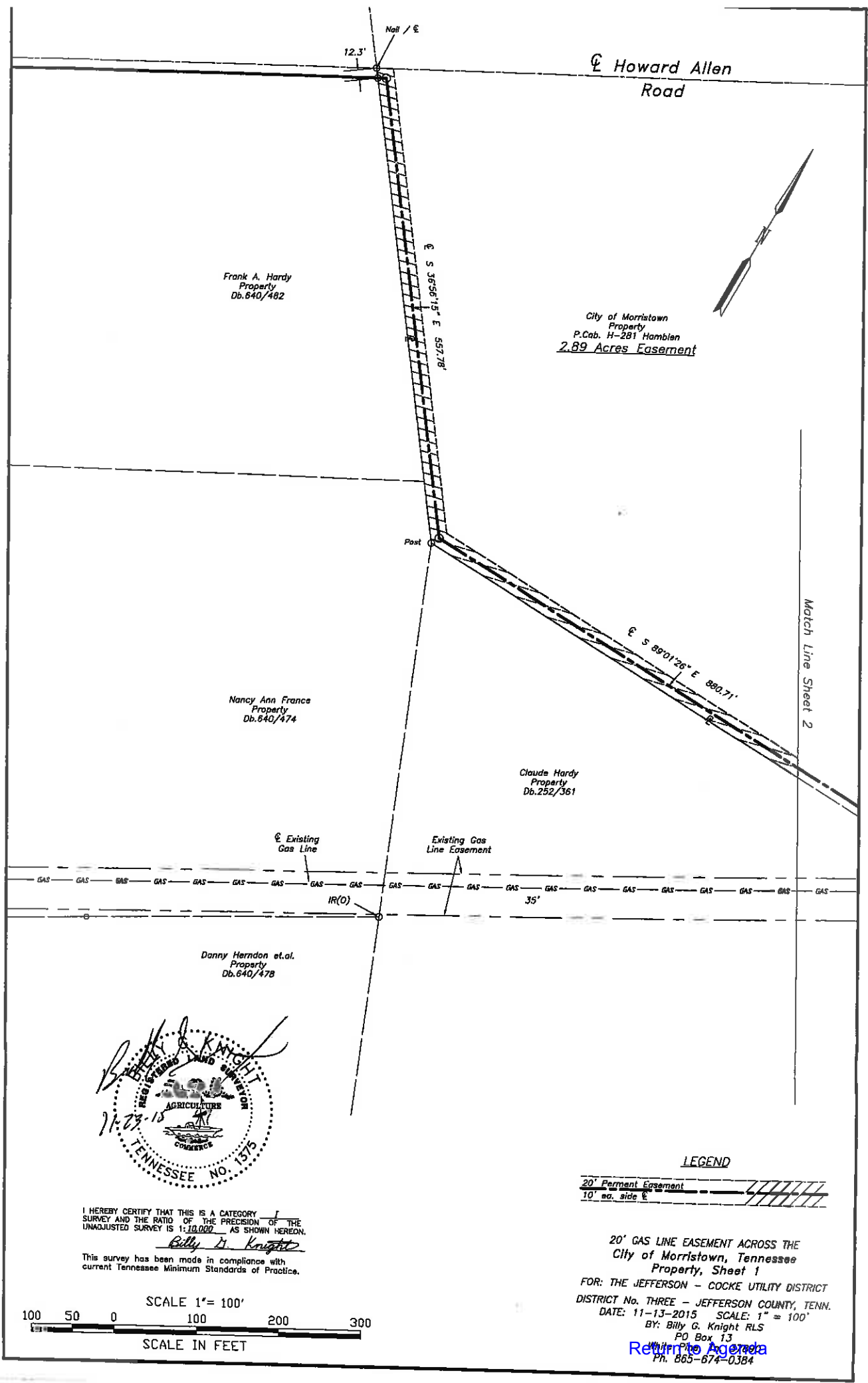
1. GRANTEE will level and back-fill over any natural gas lines installed within the easement described above, after the original installation and after any maintenance or repair of such pipeline; and GRANTEE shall compact back-fill to original elevation existing prior to excavation in such manner as will limit settlement to a maximum of two inches.

2. During the period of actual construction and installation of a natural gas pipeline within the easement described above, GRANTOR grants to the GRANTEE the right of ingress and egress over a strip of land fifteen (15') feet in width, not including the permanent easement. Said temporary construction easement shall expire immediately upon the completion of the original construction, installation and after back-fill, leveling and cleanup has been accomplished.

3. GRANTEE or its contractor will replace fences to as good or better that original state; cut or bore driveways paved with concrete or asphalt paving, back-fill ditch, tamped not to settle, resurface with the original type material to restore to original or better state; protect livestock from injury during and after construction; and if at all possible, save and protect trees and shrubs.

4. Said natural gas pipeline shall be placed at a depth so as not to interfere with agricultural and other normal use of the land surface.

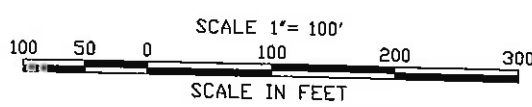
5. In the event of an error in the Grantor's boundary line description, due to an incorrect survey or deed mistake, said easement shall be considered to be located ten (10) feet on each side of the natural gas pipeline, as installed.



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.

Billy G. Knight

This survey has been made in compliance with current Tennessee Minimum Standards of Practice.



Match Line Sheet 2

City of Morristown
Property
Parcel H-281 Hamblen
2.89 Acres Easement

Match Line Sheet 4

[Return to Agenda](#)

East Tennessee Natural Gas
Existing Gas
Line Easement

East Tennessee Natural Gas
Existing Gas
Line Easement

Jefferson County #
Hamblen County #

Progress
Parkway Extension

Progress
Parkway

Progress
Parkway



LEGACY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.
Billy G. Knight
This survey has been made in compliance with current Tennessee Minimum Standards of Practice.



20' Easement Easement
10' ea. side E

LEGEND

20' GAS LINE EASEMENT ACROSS THE
CITY OF MORRISTOWN, TENNESSEE
Property, Sheet 3
FOR: THE JEFFERSON - COCKE UTILITY DISTRICT
DISTRICT NO. THREE - JEFFERSON COUNTY, TENN.
DISTRICT NO. ONE - HAMBLETON COUNTY, TENN.
DATE: 11-18-2015 SCALE: 1" = 100'
BY: BILLY G. KNIGHT RLS
PD Box 15
White Pine, TN 37890
PH: 865-674-0384

"Koch Foods"

Existing Gas
Line Easement

GAS GAS GAS GAS GAS GAS GAS

Progress
Parkway

"Graded Pad"

Match Line Sheet 3

Hamblen County ±
Jefferson County ±

Top of Pad ±

E S 28°50'36" E 973.07'

City of Morristown
Property
P.Cab. H-281 Hamblen
2.89 Acres Easement

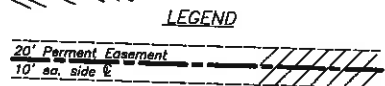
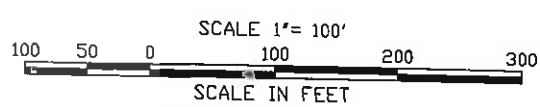
Future Road
Extension

Match Line Sheet 5

Interstate View



I HEREBY CERTIFY THAT THIS IS A CATEGORY 1
SURVEY AND THE RATIO OF THE PRECISION OF THE
UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.
Billy G. Knight
This survey has been made in compliance with
current Tennessee Minimum Standards of Practice.



20' GAS LINE EASEMENT ACROSS THE
City of Morristown, Tennessee
Property, Sheet 4
FOR: THE JEFFERSON - COCKE UTILITY DISTRICT
DISTRICT No. THREE - JEFFERSON COUNTY, TENN.
DISTRICT No. ONE - HAMBLEN COUNTY, TENN.
DATE: 11-23-2015 SCALE: 1" = 100'
BY: Billy G. Knight RLS
PO Box 13
Morristown, TN 37801
Ph. 865-674-0384

Return to Agenda



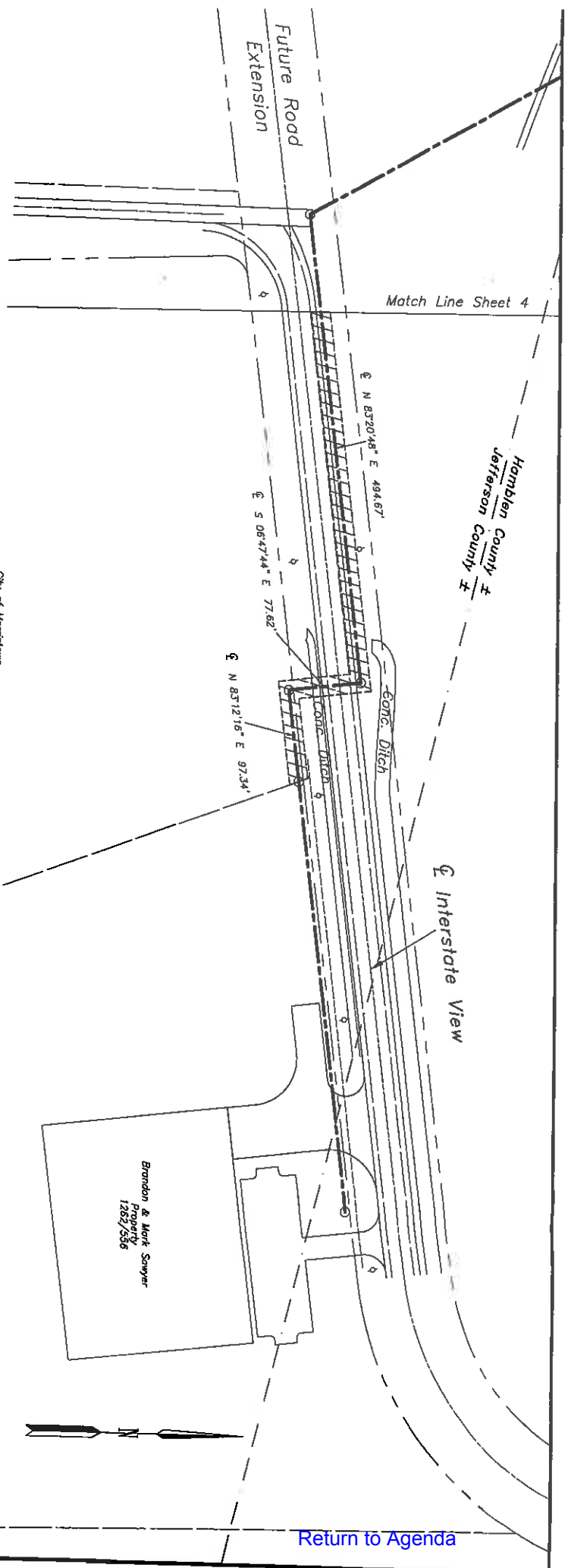
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE KIND OF THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.
Billy G. Knight

This survey has been made in compliance with current Tennessee Minimum Standards of Practice.

City of Morristown
Property
P.O. Box 11-281 Hamblen
2.89 Acres Easement



20' GAS LINE EASEMENT ACROSS THE
City of Morristown, Tennessee
Property, Sheet 5
FOR: THE JEFFERSON - COCKE UTILITY DISTRICT
DISTRICT NO. THREE - JEFFERSON COUNTY, TENN.
DISTRICT NO. ONE - HAMBLETON COUNTY, TENN.
DATE: 11-23-2015 SCALE: 1" = 100'
BY: Billy G. Knight RLS
PO Box 13
White Pine, TN, 37890
Ph. 865-674-0384



[Return to Agenda](#)

This instrument prepared by:
Jefferson Cocke County Utility District
122 Hwy 25E
Newport, Tennessee 37821

C.L.T. Map No. ____
Parcel ____

UNDERGROUND UTILITY EASEMENT

This Easement, made as of this ____ day of ____, 20__, between
____ (the "Owner"), and the JEFFERSON COCKE COUNTY UTILITY
DISTRICT OF Jefferson and Cocke Counties, TENNESSEE ("JCCUD")

W I T N E S S E T H:

WHEREAS, the Owner owns a tract of land which includes, but is not necessarily limited to, the real property described in Exhibits A & B, which is attached hereto and incorporated herein by reference (the "Easement Tract"); The Temporary Construction Easement(s) expires at the end of utility construction.

WHEREAS, JCCUD desires to install utility facilities in the Easement Tract;

WHEREAS, the Owner has agreed to grant to JCCUD a non-exclusive easement in the Easement Tract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the sum of \$____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

1. The Owner does hereby grant to JCCUD, its successors and assigns, the perpetual right, at one time or from time to time, to enter upon the Easement Tract and to place, construct, operate, inspect, repair, maintain, and replace thereon and remove there from one or more underground pipe lines for the transmission or conveyance of natural gas as from time to time may be necessary or convenient in JCCUD's opinion to fully and adequately operate JCCUD's natural gas system, together with all rights that are necessary or convenient for the full enjoyment or use of the rights herein granted, including, without limitation, the right to keep the Easement Tract free and clear of improvements, trees, shrubbery, and anything else that interferes with the safe maintenance and use of the natural gas lines and facilities and other lines and facilities installed pursuant to this Agreement, provided, that all permanent structures, fixtures or pipes shall be located beneath the surface of the Easement Tract.

2. There is also hereby granted by the Owner to JCCUD the right of reasonable ingress and egress over other parts of the Owner's adjoining property at any and all times for the purpose of providing adequate access to the Easement Tract in connection with the maintaining, repairing and replacing of the lines and facilities located on the Easement Tract. Prior to exercising such right of ingress and egress, JCCUD shall give reasonable notice to Owner. JCCUD shall minimize any interference with Owner's adjoining property and shall repair and restore all damage caused by JCCUD to Owner's adjoining property, including but not limited to replacement of trees, shrubbery and other vegetation.

3. The Owner covenants that the Owner owns the Easement Tract and that the Owner has a good right to grant this easement.

4. The Owner for the Owner and the Owner's heirs, successors or assigns, and for all persons now or hereafter having any interest in the Owner's Property, covenants with JCCUD and its successors and assigns as follows: (1) that no structure or other building will be erected on the Easement Tract; (2) that at least three (3) days before allowing any digging, excavation or other work on the Easement Tract, the Owner will notify the person or persons doing such work of the existence of this Agreement and will instruct such person or persons of the necessity of contacting JCCUD before commencing work; (3) that no use will be made of the Easement Tract which will interfere with or endanger the use and operation of natural gas lines and facilities and any other lines and facilities installed pursuant to this instrument; and (4) that no material change will be made in the ground level or topography of that part of the Easement Tract where such natural gas lines and facilities are located without the prior written consent of JCCUD.

5. The Owner agrees that trees, shrubbery and other vegetation located within the Easement Tract (including any temporary construction easement area) are subject to removal. Neither JCCUD nor its contractor shall have any obligation to replace trees, shrubbery and other vegetation within the Easement Tract that are removed or disturbed during construction.

6. This is not a conveyance of the fee in the Easement Tract but only of the rights, privileges and easements herein granted. Subject to the rights herein granted, the Owner reserves the right to use and enjoy the Easement Tract for any purpose that does not interfere with or endanger the use and operation of the natural gas lines and facilities installed pursuant to the rights herein granted.

7. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8. This instrument shall be binding upon and inure to the benefit of the Owner and JCCUD and their respective heirs, successors, assigns and administrators.

IN WITNESS WHEREOF, the Owner has executed this instrument as of the day and year first above written.

"OWNER"

By: _____

Name: _____

Title: _____

[INDIVIDUAL ACKNOWLEDGMENTS]

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a notary public, of said county, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a notary public, of said county, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the within named bargainer, a corporation, and that he/she as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and seal, at office, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Legal Description

Brandon & Mark Sawyer

To: Jefferson Cocke County Utility District

Being a 20 foot easement for a proposed gas line whose centerline being described as follows: Beginning at a point on the south side of Interstate View, 5 feet south of the south right of way line of same and being in the City of Morristown property line; Thence along and 5 feet south of the south right of way line of Interstate View, North 83 deg.12' 16" East 452.66 feet to a point, and containing 6781 Sq.Ft. more or less. All as shown on survey prepared by Billy G. Knight RLS and Entitled "20' GAS LINE EASEMENT ACROSS THE BRANDON & MARK SAWYER PROPERTY" and shown on survey bearing date of 11-23-15 for further reference.

EXHIBIT 1

TERMS AND CONDITIONS FOR OPERATION AND USE OF EASEMENTS BY THE PUBLIC UTILITY DISTRICT OF JEFFERSON AND COCKE COUNTIES, TENNESSEE

The Public Utility District of Jefferson and Cocke Counties, Tennessee, is herein referred to as the grantee. The owners of the land over which the easement runs are referred to as the grantor(s).

1. GRANTEE will level and back-fill over any natural gas lines installed within the easement described above, after the original installation and after any maintenance or repair of such pipeline; and GRANTEE shall compact back-fill to original elevation existing prior to excavation in such manner as will limit settlement to a maximum of two inches.

2. During the period of actual construction and installation of a natural gas pipeline within the easement described above, GRANTOR grants to the GRANTEE the right of ingress and egress over a strip of land fifteen (15') feet in width, not including the permanent easement. Said temporary construction easement shall expire immediately upon the completion of the original construction, installation and after back-fill, leveling and cleanup has been accomplished.

3. GRANTEE or its contractor will replace fences to as good or better that original state; cut or bore driveways paved with concrete or asphalt paving, back-fill ditch, tamped not to settle, resurface with the original type material to restore to original or better state; protect livestock from injury during and after construction; and if at all possible, save and protect trees and shrubs.

4. Said natural gas pipeline shall be placed at a depth so as not to interfere with agricultural and other normal use of the land surface.

5. In the event of an error in the Grantor's boundary line description, due to an incorrect survey or deed mistake, said easement shall be considered to be located ten (10) feet on each side of the natural gas pipeline, as installed.

Hamblen County ±
Jefferson County ±

☉ Interstate View

- CONC. DITCH

Future Road
Extension

☉ N 83°12'16" E 452.66'

5.00'

5.00'

Mylar
Property
Db. 252/361
6781 Sq. Ft. Easement

City of Morristown
Property
P.Cob. H-281 Hamblen

LEGEND

20' Easement
10' eas. side ☉

20' GAS LINE EASEMENT ACROSS THE
Property
Brandon & Mark Sawyer

FOR: THE JEFFERSON - COOKE UTILITY DISTRICT
DISTRICT NO. THREE - JEFFERSON COUNTY, TENN.
DISTRICT NO. ONE - HAMBLEY COUNTY, TENN.
DATE: 11-23-2015 SCALE: 1" = 100'
BY: Billy G. Knight RLS

PO Box 13
White Pine, TN 37890
Ph. 865-674-0384

SCALE 1" = 100'
SCALE IN FEET
100 50 0 100 200 300



I HEREBY CERTIFY THAT THIS IS A CATEGORY 1
SURVEY AND THE DATA IS THE PRECISION OF THE
UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.
This survey has been made in compliance with
current Tennessee Minimum Standards of Practice.

LICENSE AGREEMENT

THIS AGREEMENT is made this 7th day of December, 2015 by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 ("CITY"); and PETOSKEY PLASTICS, INC. ("PETOSKEY") a Michigan corporation authorized to do business in the State of Tennessee.

WHEREAS a sinkhole has developed in the CITY's drainage ditch located off Commerce Boulevard in the Morristown Airport Industrial Park ("MAID").

WHEREAS the CITY is hiring a contractor to complete the requisite repairs and part of the repair process includes grout work and thus the need to hook up to PETOSKEY's fire hydrant located on the property.

WITNESSETH

1. PETOSKEY does hereby agree to grant the CITY a license to access and use its fire hydrant for purposes of the sinkhole repair.
2. PETOSKEY does hereby agree that all of the water usage from and foreseen or unforeseen effects of the use of this fire hydrant for the purposes of the sinkhole repair will be considered a donation for the repairs.
5/12/14 445 12/7/15
3. This license agreement shall terminate once all the necessary repairs and clean-up are fully completed.

WITNESS our hands the day and year first above written.


CITY OF MORRISTOWN
BY: TONY COX, CITY ADMINISTRATOR


PETOSKEY PLASTICS, INC.
BY: AUTHORIZED OFFICER *CONFIDENTIAL TRANSMISSION*