

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
SEPTEMBER 20, 2016 – 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**  
September 6, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
  1. Commendation for Nicholas R. Overbay.
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**
  - 9-b. **Introduction and First Reading of Ordinances**
  - 9-c. **Awarding of Bids/Contracts**
    1. Approval of Agreement between Lose & Associates, Inc. and the City of Morristown for Recreation Facility Design Services in the amount of \$95,000 for Project Fees, subject to Attorney review. (In addition to fees for professional services, reimbursable expenses will be charged as outlined on the rate schedule.)

2. Approval of Tennessee Valley Authority (TVA) Invest Prep Program Project Agreement between the City of Morristown and the TVA for East Tennessee Progress Center.
3. Approval of Engineering Services Proposal for Freddie Kyle Trail and Turkey Creek Greenway Trail Phase 5 with McGill Associates in the amount of \$158,751 for both projects.
4. Approval of purchase for Playground Equipment from GameTime for Parks & Recreation, Rotary Phase II, in the amount of \$14,856.38 for Rotary Phase II.
5. Approval of purchase of ten (10) HD Dual Cam System W/2.4 GHZ – camera systems for new patrol cars, in the amount of \$16,990 from Truckers Lighthouse.

**9-d. Board/Commission Appointments**

**9-e. New Issues**

1. Declaration of the following items as surplus property from Public Works Department and authorizing the disposal thereof; 109 Regulatory Signs and 24 Street Signs.
2. Police Department hiring of three fulltime Patrol Officer(s) and one reserve Patrol Officer.

**10. CITY ADMINISTRATOR'S REPORT**

1. 2015 Consolidated Annual Plan Evaluation and Review (CAPER).

**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

September 22, 2016	(Thurs) 7:00 p.m.	City Council Roundtable – Rose Center
October 4, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
October 18, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
November 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2016	(Thurs. & Friday)	City Employee's Holiday Thanksgiving
December 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
December 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2016	(Monday)	City Employee's Holiday Christmas
January 2, 2016	(Monday)	City Employee's Holiday New Year's

**WORK SESSION AGENDA**  
**September 20, 2016**  
**5:00 p.m.**

**1. No Work Session**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
SEPTEMBER 6, 2016**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, September 6, 2016, 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.

Charles Mills, 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 August 16, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held pertaining to Ordinance No. 3564.

Councilmember Pedigo made a motion to approve Ordinance No. 3564 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3564**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property currently addressed as 1211 Buffalo Trail from Local Business (LB) to Intermediate Business (IB).}**

A Public Hearing was held pertaining to Ordinance No. 3565.

Councilmember Smith made a motion to approve Ordinance No. 3565 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3565**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property currently addressed as 1156, 1202, 1204, and 1216 East Main Street from Medium Density Residential (R2) to Intermediate Business (IB).}**

A Public Hearing was held pertaining to Ordinance No. 3566.

Councilmember Pedigo made a motion to approve Ordinance No. 3566 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3566**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Title 14 (Zoning and Land Use Control), Chapter 29 (Sign Regulations), Sections 14-2905, 14-2906-b, 14-2906-c, 14-2906-d, 14-2906-e, and 14-2906-f.**

Councilmember Senter made a motion to approve Resolution No. 14-16. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 14-16**

**A RESOLUTION TO ACCEPT AND DEDICATE PUBLIC STREETS, RIGHTS OF WAY AND STREET NAMES LOCATED WITHIN THE CITY OF MORRISTOWN, TENNESSEE, {POLESTAR MORRISTOWN, BUFFALO TRAIL}.**

**WHEREAS**, Polestar Morristown (Buffalo Trail) Inc., a Tennessee corporation, has built, or has caused to be built, an addition to that street currently known as Buffalo Trail (State Highway 343) to be dedicated as shown on the attached Exhibit A; and,

**WHEREAS**, final plat, entitled Lots 1-8, Snowden-Bunch Property and 1907 Buffalo Trail, has been filed with the Morristown Regional Planning Commission; and recorded in Hamblen County Tennessee under Plat Book Kplat, page 181;

**WHEREAS**, Tennessee Code Annotated 13-4-305 states that the approval of a subdivision plat by the Morristown Regional Planning Commission does not constitute an acceptance by the municipality of the dedication of any street, and;

**WHEREAS**, said road has been built in conformity with the City of Morristown, Tennessee standards and acceptable engineering standards of practice; and,

**WHEREAS**, final plat of Lots 1-8, Snowden-Bunch Property and 1907 Buffalo Trail evidences the intent of the owner to dedicate said road and certain associated right-of-way permanently to the City of Morristown, Tennessee; and

**WHEREAS**, acceptance of said road and associated right-of-way is in the best interests of the City of Morristown, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE**, that the property as evidenced to be dedicated on the above described recorded subdivision plat is hereby accepted as being compliant with the 2010 City of Morristown Transportation Plan.

Approved this the 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

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

**RESOLUTION NO. 15-16**

**A RESOLUTION TO ACCEPT AND DEDICATE PUBLIC STREETS, RIGHTS OF WAY AND STREET NAMES LOCATED WITHIN THE CITY OF MORRISTOWN, TENNESSEE, {CHEROKEE INVESTMENTS, INC., W. PIN LANE, WINKLER AVE. AND HATFIELD DRIVE}.**

**WHEREAS**, Cherokee Investments, Inc., a Tennessee corporation, has built, or has caused to be built public rights-of-way having the following street naming conventions: West Pin Lane (50 foot rights of way with sidewalk), Winkler Avenue (60 foot rights of way with sidewalk), and Hatfield Drive (50 foot public rights of way with sidewalk); and

**WHEREAS**, final plat, Cherokee Crossing Development Lots 1-6, showing all the above referenced rights of ways has been filed with the Morristown Regional Planning Commission; and recorded in Hamblen County, Tennessee, under Plat Book Kplat, page 158, a copy of which is attached as Exhibit A; and

**WHEREAS**, Tennessee Code Annotated 13-4-305 states that the approval of a subdivision plat by the Morristown Regional Planning Commission does not constitute an acceptance by the municipality of the dedication of any street; and

**WHEREAS**, said street(s) have been built in conformity with the City of Morristown, Tennessee, standards and acceptable engineering standards of practice; and

**WHEREAS**, final plat of Cherokee Crossing Development Lots 1-6 evidences the intent of the owner to dedicate said road and certain associated right-of-way permanently to the City of Morristown, Tennessee; and

**WHEREAS**, acceptance of said street(s) and associated right-of-way is in the best interests of the City of Morristown, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE**, that the property as evidenced to be dedicated on the above described recorded subdivision plat is hereby accepted as being compliant with the 2010 City of Morristown Transportation Plan.

Approved this the 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

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

**RESOLUTION NO. 16-16**  
**A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN**  
**TO PARTICIPATE IN THE POOL'S JAMES L. RICHARDSON**  
**"DRIVER SAFETY" MATCHING GRANT PROGRAM.**



**WHEREAS**, the safety and well-being of the employees of the City of Morristown, is of the greatest importance; and

**WHEREAS**, all efforts shall be made to provide a safe and hazard-free workplace and to increase safe driving practices for the City of Morristown employees; and

**WHEREAS**, The Pool seeks to encourage the establishment of a safe workplace and driving practices by offering a *"Driver Safety" Matching Grant Program*; and

**WHEREAS**, the City of Morristown now seeks to participate in this program.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE** the following:

**SECTION 1.** That the City of Morristown is hereby authorized to submit application for a *"Driver Safety" Matching Grant Program* through The Pool.

**SECTION 2.** That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve the Aviation Support and Maintenance Services between the Moore-Murrell Airport and DBT Transportation Services in the annual amount of \$1,900 for Aviation support fee with the following maintenance pricing schedule: \$1,500 per day Unplanned Outage Fee, \$1,500 per day Facility Visit Fee, \$500 per day Holiday Fee and \$500 per day Cancellation fee. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Grant Contract between the City of Morristown and the U.S. Department of Justice for the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$13,098. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Interlocal Agreement between the City of Morristown and Hamblen County School System regarding the maintenance of Long Reel Track. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Bid for Over Seeding at East Tennessee Progress Center (ETPC) to Erosion Solutions in the amount of \$149,984. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Request for Qualification (RFQ) – Architect/Engineering Services for Community Center and Park Development and acceptance of selection committee's nomination of Lose & Associates, and allow the City Administrator to negotiate and return a proposed contract to City Council for approval. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Amendment No. 1 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 \$3,200. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the purchase of a 2017 Ford 550 SD Crew Cab in the amount of \$52,161.70 for the Public Works Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the purchase of a 1500 Tradesman Regular Cab 4x4 in the amount of \$24,211 for the Inspections Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Living Promise Evangelical Lutheran Church (Map 48, Parcel 044.06) and the City of Morristown. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to re-appoint Matt Sexton as City Judge for a four (4) year term to expire on September 15, 2020. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Mayor’s nomination of Sylvia Hinsley and re-appoint her to the Tree Board for a three (3) year term to expire on September 18, 2019. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Fire Departments promotion of Jason Felknor to Driver/Engineer. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the September 6, 2016, City Council meeting at 5:43 p.m.

---

MAYOR

ATTEST:

---

CITY ADMINISTRATOR



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of September in the year Two thousand sixteen  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Morristown  
100 West First North Street  
Morristown, TN 37814

and the Architect:  
(Name, legal status, address and other information)

Lose & Associates, Inc.  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
Phone: 615-242-0040

for the following Project:  
(Name, location and detailed description)

Recreation Facility Design Services  
See Attachment A.

The Owner and Architect agree as follows.

See Attachment A for project scope.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:11:17 on 09/12/2016 under Order No.0482507861\_1 which expires on 05/04/2017, and is not for resale.  
User Notes:

(861227121)

[Return to Agenda](#)

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Attachment A.

*(Complete Attachment A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See Attachment A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

To be determined

- .2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:59 on 09/09/2016 under Order No.0482507861\_1 which expires on 05/04/2017, and is not for resale.

User Notes:

(1963280194)

[Return to Agenda](#)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Chris Camp, ASLA  
Principal  
Lose & Associates, Inc.  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
Phone: 615-242-0040  
Email: ccamp@loseassoc.com

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement and Professional Liability for a period of four years after completion of the project.:  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 General Aggregate, \$1,000,000 each occurrence.

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:59 on 09/09/2016 under Order No.0482507881\_1 which expires on 05/04/2017, and is not for resale.  
User Notes:

(1983280194)

[Return to Agenda](#)



The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

Init.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

Init.



- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS, Removed

*(Paragraphs deleted)*

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:19:59 on 09/09/2016 under Order No.0482507881\_1 which expires on 05/04/2017, and is not for resale.

User Notes:

(1983280194)

[Return to Agenda](#)

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

Init.

Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES, Removed

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
---------------------	--	--

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4

(Paragraphs deleted)

Preparation for, and attendance at a disputed resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .6 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Fifteen ( 15 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Removed.

Init.



§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Removed

§ 5.5 Removed

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:59 on 09/09/2016 under Order No.0482507861\_1 which expires on 06/04/2017, and is not for resale.

User Notes:

(1983280194)

[Return to Agenda](#)

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:59 on 09/09/2016 under Order No.0482507861\_1 which expires on 05/04/2017, and is not for resale.  
User Notes:

(1983280184)

[Return to Agenda](#)

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in Hamblen County, Tennessee
- ☐ Other (Specify)

### § 8.3 ARBITRATION, Removed

*(Paragraphs deleted)*

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

Init.



§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 Removed

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

See Attachment A

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See Attachment A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

See Attachment A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Removed

*(Table deleted)*

§ 11.6 Removed

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Attachment A

Employee or Category	Rate
----------------------	------

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; excluding travel between Nashville, Tennessee and Morristown Tennessee;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

There will be no licensing fee for this project.

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Three percent, (3%)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

init.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

A. In the event any claim, dispute or other such matters arise between Owner and Architect relating to any obligation undertaken in the Agreement, the Owner and Architect will attempt to resolve such by first engaging in good faith negotiation between said parties as soon as possible after the matter arises. If negotiations are not successful, Owner and Architect will proceed to mediation procedure outlined in Article 8, 8.2, and Article 12, Special Conditions.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Attachment A

Attachment B, Certificate of Insurance.

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

OWNER

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

ARCHITECT

  
\_\_\_\_\_  
*(Signature)*

Chris Camp, President.

\_\_\_\_\_  
*(Printed name and title)*

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:18:59 on 09/09/2016 under Order No.0482507861\_1 which expires on 05/04/2017, and is not for resale.

User Notes:

(1983280194)

[Return to Agenda](#)

## **Additions and Deletions Report for AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:19:59 on 09/09/2016.

### **PAGE 1**

**AGREEMENT** made as of the Ninth day of September in the year Two thousand sixteen

...

City of Morristown  
100 West First North Street  
Morristown, TN 37814

...

Lose & Associates, Inc.  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
Phone: 615-242-0040

...

Recreation Facility Design Services  
See Attachment A.

...

See Attachment A for project scope.

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional Exhibit A, Initial Information: Attachment A.~~  
(Complete ~~Exhibit Attachment A, Initial Information,~~ and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Attachment A

...

To be determined

...

To be determined

PAGE 3

Chris Camp, ASLA  
Principal  
Lose & Associates, Inc.  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
Phone: 615-242-0040  
Email: ccamp@loseassoc.com

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~ Agreement and Professional Liability for a period of four years after completion of the project.:

...

\$2,000,000 General Aggregate, \$1,000,000 each occurrence.

...

\$1,000,000

...

\$1,000,000

...

\$2,000,000

PAGE 6

§ 3.5.3 ~~NEGOTIATED PROPOSALS~~ NEGOTIATED PROPOSALS, Removed

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2. organizing and participating in selection interviews with prospective contractors; and~~
- ~~3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 8

#### ARTICLE 4 ADDITIONAL SERVICES. Removed

<u>Additional Services</u>	<u>Responsibility</u> <i>(Architect, Owner or Not Provided)</i>	<u>Location of Service Description</u> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
----------------------------	--	--

...

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<u>Additional Services</u>	<u>Responsibility</u> <i>(Architect, Owner or Not Provided)</i>	<u>Location of Service Description</u> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
----------------------------	--	--

§ 4.1.1	Programming (B202™ 2009)	
§ 4.1.2	Multiple preliminary designs	
§ 4.1.3	Measured drawings	
§ 4.1.4	Existing facilities surveys	
§ 4.1.5	Site Evaluation and Planning (B203™ 2007)	
§ 4.1.6	Building Information Modeling (B202™ 2008)	
§ 4.1.7	Civil engineering	
§ 4.1.8	Landscape design	
§ 4.1.9	Architectural Interior Design (B252™ 2007)	
§ 4.1.10	Value Analysis (B204™ 2007)	
§ 4.1.11	Detailed cost estimating	
§ 4.1.12	On-site Project Representation (B207™ 2008)	
§ 4.1.13	Confirmed construction documents	
§ 4.1.14	As Designed Record drawings	
§ 4.1.15	As Constructed Record drawings	
§ 4.1.16	Post-occupancy evaluation	

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:19:59 on 09/09/2016 under Order No.0482507861\_1 which expires on 05/04/2017, and is not for resale.

User Notes:

(1983280194)

[Return to Agenda](#)



<del>§ 4.1.17</del>	<del>Facility Support Services (B210™ 2007)</del>		
<del>§ 4.1.18</del>	<del>Tenant related services</del>		
<del>§ 4.1.19</del>	<del>Coordination of Owner's consultants</del>		
<del>§ 4.1.20</del>	<del>Telecommunications/data design</del>		
<del>§ 4.1.21</del>	<del>Security Evaluation and Planning (B206™ 2007)</del>		
<del>§ 4.1.22</del>	<del>Commissioning (B211™ 2007)</del>		
<del>§ 4.1.23</del>	<del>Extensive environmentally responsible design</del>		
<del>§ 4.1.24</del>	<del>LEED® Certification (B214™ 2012)</del>		
<del>§ 4.1.25</del>	<del>Fast track design services</del>		
<del>§ 4.1.26</del>	<del>Historic Preservation (B205™ 2007)</del>		
<del>§ 4.1.27</del>	<del>Furniture, Furnishings, and Equipment Design (B253™ 2007)</del>		

~~§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.~~

## PAGE 9

- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at a dispute disputed resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.10 .5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~.11 .6 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Fifteen ( 15 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Removed.

PAGE 10

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Removed

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Removed

PAGE 13

☒ Litigation in a court of competent jurisdiction in Hamblen County, Tennessee

...

### **§ 8.3 ARBITRATION** ARBITRATION, Removed

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an



~~additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect, compensated.~~

#### PAGE 14

~~§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Removed~~

...

See Attachment A

...

See Attachment A

...

See Attachment A

~~§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:~~

...

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Removed~~

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Bidding or Negotiation Phase	percent (	%)
Construction Phase	percent (	%)

Total Basic Compensation	one hundred	percent (	100	%)
--------------------------	-------------	-----------	-----	----

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~Removed

PAGE 15

See Attachment A

...

- .1 Transportation and authorized out-of-town travel and subsistence; excluding travel between Nashville, Tennessee and Morristown Tennessee;

...

- .8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~

- ~~.9~~—All taxes levied on professional services and on reimbursable expenses;

- ~~.10~~ Site office expenses; and

- ~~.11~~—.9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

There will be no licensing fee for this project.

...

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~—Three percent, (3%)

PAGE 16

A. In the event any claim, dispute or other such matters arise between Owner and Architect relating to any obligation undertaken in the Agreement, the Owner and Architect will attempt to resolve such by first engaging in good faith negotiation between said parties as soon as possible after the matter arises. If negotiations are not successful, Owner and Architect will proceed to mediation procedure outlined in Article 8, 8.2, and Article 12, Special Conditions.

...

.2 ~~AIA Document E201™ – 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

.3 ~~Other documents:~~

...

Attachment A

Attachment B, Certificate of Insurance.

...

Chris Camp, President.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:11:17 on 09/12/2016 under Order No. 0482507861\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Chen Chang  
(Signed)

President  
(Title)

9/12/2016  
(Dated)

## **UNDERSTANDING**

The City of Morristown requires recreation design services to develop a new community center, supporting site improvements, and to a new passive park. As part of the scope, the design consultant will develop an operations study for the community center to assist the city in determining the center's overall size and scope. Site master plans will be developed for both projects along with opinions of cost to construct the facilities.

## **APPROACH**

The following methodology is one that we have found to be the most efficient in delivering design services. It provides a strong framework to meet client expectations and establishes delivery goals for our design team. As with all of our projects, we will happily tailor any portion of our process to meet the unique needs of each of our clients, if desired.

### **INITIAL PLANNING**

To initiate the planning process for both the park sites and the aquatic/recreation center, or portions thereof approved for our work, Lose & Associates will meet with designated representatives of the city, recreation staff, and other city officials (the client team). At this meeting, we will summarize our understanding of project goals, programs, and any other specific issues or known concerns. We will begin gathering available base data (boundary surveys, GIS topography and other information, existing environmental testing, etc.) and reviewing the existing master plan goals. Immediately following the kickoff, we will begin the site analysis and inventory.

Lose & Associates team members will visit the site to identify and analyze built and natural site features on the base map. Team civil engineers will work with representatives of local water, sewer, and electrical utilities to determine the extent that existing utilities and roadways will impact or serve potential development of the facilities. We will meet with community planning and zoning staff to coordinate plan concepts with larger community planning efforts. We also will identify other opportunities and constraints presented by the physical characteristics of the site and analyze adjacent land uses. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction.

### **TASK 1 AQUATIC/RECREATION CENTER PROGRAMMING AND OPERATIONAL PLANNING**

To develop a program and schematic design for the aquatic/recreation center and surrounding site facilities, we will conduct a programming session with representatives designated by the client to finalize the scope of the project and outline the programmatic requirements. During this session, we also will begin to establish the client's aesthetic desires and guidelines for the pending schematic design. We will discuss the type of elements that are desired for the center, begin to develop space allocation charts for each program spaces, and prepare relationship diagrams. The team then will

allocate typical square foot building cost to the program to develop the initial opinions of probable cost. The team will present this material to the client team and gather feedback to shape the final program.

The program package will be revised, based on feedback received from the client team. It then will be presented to the client team for approval. Once the program is approved, the team will move forward with development of conceptual designs and the development of the operational cost assessment. We will prepare diagrammatic site plans, building design plans, exterior elevation studies along with opinions of probable cost for the next client review session. This review session will address the actual square footage sizes and spatial relationships of the program-defined spaces. Rough square footage cost figures will also be used to plan the spaces.

We will meet with the client to participate in a design workshop. Preliminary concepts and program features will be reviewed and confirmed. Initial operating cost projections will be presented along with options for reducing overall development cost and operating cost. Feedback from the client team will be used to refine the concept plans for both the building and the site in order to hit a desired budget for the project.

Our team will prepare an updated opinion of probable construction cost for the center's site development, pool(s), and building. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The **hard construction cost** figures will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids, and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the **total project cost** so that the owner will have a comprehensive overview before making an informed decision about the project.

We will present this updated information to the client for review and approval.

## **TASK 2 SITE SELECTION**

Concurrent with Task 1, the team will review a site that has been selected as a possible location for the new community center. The design team will work with client team to determine if the city desires to locate any related city facilities on the the property and how to best develop the site to meet the city's overall needs.

This work will include a review of available utilities, topography, vegetation, soils, and other site conditions that can impact the cost of development at each site. The team will prepare a summary of the site conditions and potential construction impacts, as well.

## **TASK 3 PASSIVE PARK MASTER PLANNING**

### **TASK 3 PASSIVE PARK PLANNING**

Concurrent with the development of the Task 1, the planning team will meet with the client team to discuss the development of new passive park on a parcel of land of approximately 50 acres. We will

work with the client team to develop a program for the new passive park. As part of the program development, we will conduct one public input meeting to gain an insight into what the citizens desire in the new park. Following the public meeting, the program statement for the new park will be presented to the client team for review and comments.

Lose & Associates team members will visit the site to identify and analyze built and natural site features on the base map. Team civil engineers will work with representatives of local water, sewer, and electrical utilities to determine the extent that existing utilities and roadways will impact or serve potential development of the facilities. We will meet with community planning and zoning staff to coordinate plan concepts with larger community planning efforts. We will also identify other opportunities and constraints presented by the physical characteristics of the site and analyze adjacent land uses. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction.

#### **Preliminary Master Plan:**

Following the approval of the development program, a preliminary master plan will be developed. The preliminary master plan will illustrate the potential facilities that can be developed at the park. Road and parking areas will be shown along with areas that will be left natural, protected, and where remediation will be required after the removal of existing buildings.

The preliminary plan along with preliminary opinions of probable cost will then be presented to the client team. Upon receiving comments on the plan, a final draft master plan will be prepared. The final draft along with updated opinions of probable cost will then be presented to the client team for approval. If desired, a second public meeting will be held to present the plan to the community at large. Upon receiving written notice of approval of the plan, the team will move forward with construction documents for items funded for phase 1 development.

## **PROJECT FEES**

Project fees are provided below for each of the items outlined in the scope of services.

<u>Item</u>	<u>Fee</u>
TASK 1. Community Center Programming and Operations Planning	\$65,000.00
TASK 2. Community Center Site Selection Planning and Master Plan	\$10,000.00
TASK 3. Passive Park Master Planning	\$20,000.00
Total Fee	\$95,000.00



Project fees will be invoiced monthly as a percentage of completion. When in-kind labor or donated materials are used in conjunction with a project, or should the awarded project bid be below our final opinion of probable cost, the actual construction value for billing will be determined using the current copy of *Means Site and Architectural Cost Estimating* publications.

In addition to the fees quoted for professional services, reimbursable expenses will be charged as outlined on our following rate schedule.

### Reimbursable Expenses

Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

Should additional services be requested, beyond the scope provided above, we will prepare a separate fee for those services based on the following hourly rate schedule.

### Professional Services Hourly Rate

Senior Principal/President.....	\$230.00
Principal I/Vice President .....	\$210.00
Principal II/Vice President.....	\$190.00
Division Director I, President Emeritus, Associate .....	\$185.00
Division Director II.....	\$140.00
Sr. Environmental Biologist.....	\$125.00
Senior Landscape Architect, Architect, and Engineer .....	\$130.00
Engineer Specialist/Project Coordinator.....	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$110.00
LA II, Architect II, Engineer II, Project Manager II.....	\$105.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$90.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II .....	\$85.00
Technician.....	\$70.00
Corporate Controller .....	\$95.00
Marketing Director.....	\$65.00
Assistant Accounts Manager, Administrative Assistant I.....	\$45.00
Administrative Assistant II .....	\$35.00

January 1, 2016

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2017, at which time they may be adjusted by the Design Professional.



## Tennessee Valley Authority InvestPrep Program

PROJECT AGREEMENT		Project Name	Grantee
		East Tennessee Progress Center	City of Morristown
Maximum TVA Funding Amount	Non-TVA Funding Amount	Total Project Funding Amount	TVA Maximum Percentage
\$250,000	\$355,509	\$605,509	50%
<b>Purpose:</b>	Extension of Progress Parkway from the existing termination to a temporary cul-de-sac in the vicinity of Lot #11 by constructing a 1,200 foot gravel industrial road and construction of a 1,750 foot gravel marketing road starting at Howard Allen Road to travel up the hill to a cul-de-sac in the vicinity of Lot #13.		
<b>Project Site:</b> (road/street name)	Progress Parkway/Howard Allen Road		<b>Contract No.:</b> 11870
<b>Project Location:</b> (city/county)	Morristown/Hamblen		<b>Effective Date:</b>

**THIS PROJECT AGREEMENT** ("Agreement") is made and effective as of the Effective Date identified above between the Grantee identified above ("Grantee") and the Tennessee Valley Authority ("TVA"), a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended.

**A. Overview:** Pursuant to the TVA InvestPrep Program Guidelines, TVA will provide financial assistance for certain projects within the TVA area of service. As described in Purpose (above), TVA funding is being provided to Grantee to assist Grantee in performing the above-described work related to the Project Site (such improvements are hereinafter referred to collectively as the "Project"). The Project will advance job creation and retention in the county and State in which the Project Site is located and will promote and strengthen the economy and sustain economic development for an improved quality of life.

This Agreement is being entered into to set forth in writing the terms pursuant to which TVA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and TVA concerning the Project.

**B. Grantee shall:**

1. Prepare and submit to TVA for review and written approval a workplan and budget (hereinafter "WP&B"). The workplan shall describe all Project activities and the budget shall provide line item costs for the various tasks making up the Project, detail how funds provided under this Agreement will be used for Project activities, and show total Project funding including all sources of funding. The approved WP&B and any approved revisions shall be considered a part of this Agreement and are incorporated by this reference. Any revisions to the approved WP&B must be approved by TVA in writing prior to implementation.
2. Acquire all necessary easements and rights-of-way and obtain all necessary permits and clearances for the Project as may be required by applicable federal, state, and local laws, ordinances, and regulations. Prior to the commencement of any construction, Grantee shall certify to TVA that the requirements of this Section have been met and will provide TVA with such supporting documentation as TVA may reasonably request.
3. Provide for the procurement of material and equipment to be used in the Project on either a competitive bid or negotiated basis, as allowed by applicable law. The procurement of such material and equipment shall be in accordance with specifications developed by Grantee.

4. Provide assistance to TVA by submitting technical information, conducting assessment of environmental impacts, and preparing National Environmental Policy Act (NEPA) documents as determined by TVA to be necessary in discharging applicable NEPA obligations. **This Agreement may be unilaterally terminated by TVA if TVA decides, based on its NEPA review, not to go forward with the funding described in this Agreement.**
5. Execute the first Project contract within 90 days of the date that TVA gives Grantee written notice to proceed (the "Notice to Proceed Date").
6. Complete the Project within 18 months from the Notice to Proceed Date. A request for an extension may only be received in writing and is subject to the review and approval of TVA, in its sole discretion.
7. Ensure that local labor is being utilized to the maximum extent feasible. Upon request, submit to TVA certification that such local labor is being employed to the maximum extent feasible.
8. Adhere to standard construction Best Management Practices.
9. Not engage in any activity that would (a) be in violation of local, state, or federal law, including those related to environmental protection, building codes, safety ordinances, handicapped accessibility, or (b) would result in an anticipatory breach of the obligations of TVA under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands) or other laws requiring environmental review prior to undertaking a federal action.
10. Provide TVA with quarterly progress reports and grant TVA permission to inspect the Project as it is being performed and upon completion. Grantee shall notify TVA of completion of the Project so that a TVA representative may, at TVA's discretion, accompany Grantee for the final Project inspection.
11. Within one month after completion of the Project, prepare and submit to TVA a final Project closeout report providing: (a) the final cost of the Project in sufficient detail to permit a financial review of the Project, including final total eligible Project costs; amounts of TVA, other federal, if any, and non-federal funds spent for Project purposes, indicating sources of such funds (federal, state or local); and the amount expended on the Project, and (b) a description of the completed Project, including a narrative description of the work accomplished, and such other information as TVA deems necessary.
12. Grantee shall only make use of TVA-generated electricity at the Project Site and shall require any purchaser of the Project Site to make use of TVA-generated electricity. The requirements of this clause shall continue for a period of five years after the Effective Date.
13. Perform all of the obligations set forth on Exhibit A.

#### **C. Funding:**

1. Reasonableness of Costs. The funds provided under this Agreement are public funds and all costs incurred by Grantee shall be reasonable, taking into account the nature and amount of the costs and the following factors: (1) that the cost is of a type generally recognized as ordinary and necessary for the conduct of activities in question; (2) that the cost arises out of generally accepted business practices, and (3) that the cost is the result of actions that a prudent person would take under the circumstances.
2. Payment and Invoicing TVA will reimburse direct Project expenses incurred in accordance with the approved WP&B and this Agreement, up to the maximum TVA Funding Amount as calculated under Section C.3 below. After a project expense is properly incurred, Grantee may apply for

payment by submitting a detailed invoice to TVA. Payment shall be made as soon as practicable but within 21 calendar days after receipt by TVA of a proper invoice. Each invoice shall be numbered, dated, and include sufficient detail so that each item can be separately documented as provided in the WP&B. Each item billed on the invoice(s) should be concise and detailed enough to make it possible for TVA to verify the item against the payments permitted by this Agreement. The invoice need not be attested or notarized, but shall be signed by an authorized representative of Grantee and include the following certification:

- a. **Grantee certifies that all amounts hereby invoiced were incurred in accordance with the provisions of Contract No. 11870 and the applicable project workplan and budget, and that these amounts have not otherwise been paid to Grantee by any other party.**

Unless otherwise agreed in writing, invoices should not be submitted to TVA more often than monthly. Grantee should email each invoice, including backup documentation, in a single .PDF or .TIF file to Tennessee Valley Authority, Economic Development, Attention: Holly Jordan at [hbjordan@tva.gov](mailto:hbjordan@tva.gov).

3. **Maximum TVA Funding.** The total of all payments to be made under this Agreement shall not exceed the lesser of (a) the TVA Funding Amount, or (b) the difference between the sum of eligible, documented Project costs and the sum of the non-TVA grants and non-federal funds specified in TVA's most recent approval for the Project. In all events and not in limitation of the foregoing, the TVA expenditures as a percentage of total Project expenditures shall not exceed the percentage set forth above under TVA Maximum Percentage.
4. **Audit.** Grantee shall keep and make available for audit by TVA, its agents, or the U.S. General Accounting Office, accurate records and books of accounts showing the items and costs billed under this Agreement as well as cost data supporting the WP&B and Project overall. Any payments to Grantee which are not in accordance with the terms of this Agreement or are for costs not supported by Grantee's books, records, documents, or other valid evidence, shall be subject to refund to TVA. Grantee shall retain such records for a period of 3 years from the date of final payment under this Agreement; provided, however, records and books of accounts, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by TVA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.

**D. TVA Technical Assistance.** Upon request, TVA will provide such technical advice and assistance as TVA, in its sole discretion, determines it is in a position to provide.

**E. Miscellaneous.**

1. This Agreement shall not be deemed to create any rights or priorities in any other person. Any TVA review of any matter in accordance with the provisions of this Agreement shall not create in Grantee or any third party any right or cause of action not otherwise existing and shall not be deemed a warranty of any kind by TVA.
2. Where this Agreement requires TVA approval, written approval should generally be obtained prior to proceeding. If it is not practical to obtain such written approval, oral approval shall be obtained and documented in writing as soon as possible thereafter.
3. The term of this Agreement shall begin on the Commencement Date and shall end upon Project completion, unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement upon 30 days' written notice to the other.
4. Neither Grantee nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered as an agent or employee of the United States or

TVA, and the United States, TVA, and their agents and employees assume no liability to Grantee or any third party (in tort, contract, strict liability, or otherwise) for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of Grantee or any other persons

5. Grantee submittals and TVA approvals under Sections A and B may be provided by electronic mail. All other notices, requests, or demands which each party is required or may desire to give to any other party under any provision of this Agreement must be in writing and delivered to the address set forth below unless applicable law requires notice to be given in another manner. Each party shall have the right to designate a substitute address by written notice to the other party. Each such notice, request, and demand shall be deemed given or made as follows: (1) If sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid; return receipt requested; or (2) If sent by any other means, upon delivery.

If to Grantee:  
City of Morristown  
100 West First North Street  
Morristown, Tennessee 37814

If to TVA:  
Tennessee Valley Authority  
Economic Development  
Attention: Holly Jordan, Program Manager  
26 Century Boulevard, Suite 100, OCP-6D  
Nashville, Tennessee 37214

6. Grantee agrees to receive all payments electronically and will complete and submit the copy of TVA's Electronic Vendor Payment form. This information is required by TVA for disbursing funds and reporting purposes.
7. This Agreement shall be governed by the federal laws of the United States. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. The parties further agree that in such litigation each will waive any right it may have to a trial by jury.
8. This Agreement supersedes all prior understandings and agreements, whether written or oral, among the parties relating to the subject matter hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**TENNESSEE VALLEY AUTHORITY**

**CITY OF MORRISTOWN**

By: \_\_\_\_\_  
John J. Bradley  
Senior Vice President  
Economic Development

By: \_\_\_\_\_  
Anthony W. Cox  
City Administrator

## EXHIBIT A FEDERAL REQUIREMENTS

1. Equal Opportunity. To the extent applicable, this Agreement incorporates by reference the Equal Opportunity clause, 41 C.F.R. § 60-1.4(a) *Government Contracts*.
2. Lobbying Restrictions. If the TVA funding amount exceeds \$100,000, Grantee shall comply with Section 310 of Public Law No. 101-121 (codified at 31 U.S.C 1352), and TVA implementing regulations at 18 C.F.R 1315 (2003). By signing this Agreement, Grantee certifies, to the best of its knowledge and belief, that:
  - A. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

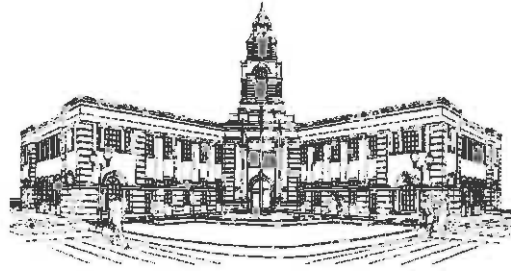
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Federal Financial Assistance. If funding under this Agreement is being provided through TVA's Special Opportunity Counties Program, then to the extent applicable: (a) Grantee shall comply with the requirements of Title VI of the Civil Rights Act of 1964, (b) the provisions of 41 C.F.R. § 60-1.4(b) *Federally Assisted Construction Contracts* are incorporated by reference, (c) Grantee shall include the requirements of this Section 3 in each agreement with a subgrantee of federal financial assistance hereunder, and (d) Grantee shall make the information set out below available in a form accessible to persons who do not understand written English, including the visually impaired, in a manner to be determined by Grantee and TVA. Unless an alternative statement is approved by TVA's Federal Assistance Programs manager, Grantee shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the program including, where TVA deems appropriate, notices posted by Grantee:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a federal agency. Under Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, 1309 and 1317, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified person with a disability shall, on the basis

of a disability, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 180 days (for race, color, national origin, or sex) or 90 days (for age or disability) from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Federal Assistance Programs, 1101 Market Street, WR 3J-C, Chattanooga, Tennessee 37402-2801. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.





## **Morristown City Council Agenda Item Summary**

**Date:** September 20, 2016

**Agenda Item:**

**Prepared by:** Larry Clark

**Subject:** Freddie Kyle and Turkey Creek Greenway Phase 5

**Background / History:** On August 8, 2015, Council approved a master agreement and task orders to begin the preliminary stages of the two greenway grants. These included right of way and NEPA.

**Findings / Current Activity:** Because of additional steps in the NEPA stage and the time involved for completion, it was decided to proceed on to design stage to begin designing the greenway. This will allow us to present to TDOT a design to meet our construction stage requirements in the appropriate time frame.

**Financial Impact:** Amount for approval is \$158,751.00 for both projects. Since this is in the design phase this will be paid out of local funds which are appropriated in the capital projects fund.

**Action options / Recommendations:** Approval of task orders

☐

**Attachments:** Task orders



September 14, 2016

Paul Brown  
City of Morristown  
Department of Public Works  
400 Dice Street  
Morristown, TN 37813

RE: Freddie Kyle Trail and Turkey Creek Greenway  
Trail Phase 5  
Engineering Services Proposal – Final Design,  
Non-NEPA Permitting, and ROW Acquisition  
Morristown, TN

Dear Mr. Brown,

McGill Associates, P.A., is pleased to present this proposal for *Final Design, Non-NEPA Permitting Assistance, and Right-of-Way Acquisition Assistance* in connection with the Freddie Kyle Trail and the Turkey Creek Greenway Trail Phase 5. The scope of work to be included in each of these tasks is outlined in Sections III-V of our Agreement for professional engineering services related to these two projects and will be accomplished in conformance with TDOT requirements and the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Based on our understanding of these two projects, McGill Associates proposes to accomplish the above noted Scope of Work for the following lump sum fees:

Final Design

- |                                       |           |
|---------------------------------------|-----------|
| ➤ Freddie Kyle Trail                  | \$ 31,660 |
| ➤ Turkey Creek Greenway Trail Phase 5 | \$ 51,660 |

Non-NEPA Permitting Assistance

- |                                       |           |
|---------------------------------------|-----------|
| ➤ Freddie Kyle Trail                  | \$ 7,720  |
| ➤ Turkey Creek Greenway Trail Phase 5 | \$ 10,960 |

ROW Acquisition Assistance

- |                                       |           |
|---------------------------------------|-----------|
| ➤ Freddie Kyle Trail                  | \$ 5,846  |
| ➤ Turkey Creek Greenway Trail Phase 5 | \$ 19,245 |

Our fees include direct expenses such as printing, reproduction, postage, deliveries, travel, CAD expenses, and word processing. Any permitting fees for the project are not included

E n g i n e e r i n g   •   P l a n n i n g   •   F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

[Return to Agenda](#)

and must be paid by others. We will assign staff to this project to achieve completion in the shortest time possible. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation and completion date.

This proposal, in conjunction with the aforementioned Agreement and previous Sections I & II authorization, represents the entire understanding between our firm and the City with respect to this project and may only be modified in writing, signed by both parties. If you find this scope and fee acceptable, please indicate acceptance by signing and returning one copy for our files. Thank you for this opportunity to serve you on this important project.

Sincerely,  
McGILL ASSOCIATES, P.A.



JOHN (JAKE) GREEAR, P.E.  
Project Manager

**ACCEPTED**

CLIENT:

McGILL ASSOCIATES, P.A.:

BY: \_\_\_\_\_  
(Signature)

BY:  \_\_\_\_\_

\_\_\_\_\_  
(Print Name/Title)

Jamie Carden, P.E., Knoxville Office Manager

Date: \_\_\_\_\_

Date: 9/14/16



**CITY OF MORRISTOWN  
PURCHASING DIRECTOR**

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

# Purchase Order

Fiscal Year 2017

Page 1

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

Purchase Order # **17000889-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

**V  
e  
n  
d  
o  
r**

**GAMETIME  
PO BOX 520700**

**LONGWOOD, FL 32752-0700**

**S  
h  
i  
p  
T  
o**

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

Vendor Phone Number 407-331-0101		Vendor Fax Number 407-331-4720		Requisition Number 17001041		Delivery Reference/Contact CASEY CUMMINGS																																																
Date Ordered 09/15/16		Vendor Number 006210		Date Required		Interoffice Delivery		Department/Location 44420																																														
<table><thead><tr><th>Item#</th><th>Description/Part No.</th><th>Qty/Unit</th><th>Cost Each</th><th>Extended Price</th></tr></thead><tbody><tr><td>001</td><td>ORIGINAL</td><td>1.00 EACH</td><td>1595.18000</td><td>1,595.18</td></tr><tr><td>002</td><td>ADA TWO PLACE SWING - 10847 44420-960</td><td>1.00 EACH</td><td>855.40000</td><td>855.40</td></tr><tr><td>003</td><td>PS SWING AAB - 5150 44420-960</td><td>1.00 EACH</td><td>400.44000</td><td>400.44</td></tr><tr><td>004</td><td>5" ZERO-G CHAIR - 81750 44420-960</td><td>1.00 EACH</td><td>205.86000</td><td>205.86</td></tr><tr><td>005</td><td>BELT SEAT PKG - 8918 44420-960</td><td>1.00 EACH</td><td>1127.06000</td><td>1,127.06</td></tr><tr><td>006</td><td>EXPRESSION SWING - 5145 44420-960</td><td>1.00 EACH</td><td>3289.44000</td><td>3,289.44</td></tr><tr><td>007</td><td>MERRY MUSICAL - 6223 44420-960</td><td>1175.00 EACH</td><td>0.75000</td><td>881.25</td></tr><tr><td></td><td>GT IMPAX ENGINEERED WOOD FIBER - EWF-8</td><td></td><td></td><td></td></tr></tbody></table>										Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	001	ORIGINAL	1.00 EACH	1595.18000	1,595.18	002	ADA TWO PLACE SWING - 10847 44420-960	1.00 EACH	855.40000	855.40	003	PS SWING AAB - 5150 44420-960	1.00 EACH	400.44000	400.44	004	5" ZERO-G CHAIR - 81750 44420-960	1.00 EACH	205.86000	205.86	005	BELT SEAT PKG - 8918 44420-960	1.00 EACH	1127.06000	1,127.06	006	EXPRESSION SWING - 5145 44420-960	1.00 EACH	3289.44000	3,289.44	007	MERRY MUSICAL - 6223 44420-960	1175.00 EACH	0.75000	881.25		GT IMPAX ENGINEERED WOOD FIBER - EWF-8			
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price																																																		
001	ORIGINAL	1.00 EACH	1595.18000	1,595.18																																																		
002	ADA TWO PLACE SWING - 10847 44420-960	1.00 EACH	855.40000	855.40																																																		
003	PS SWING AAB - 5150 44420-960	1.00 EACH	400.44000	400.44																																																		
004	5" ZERO-G CHAIR - 81750 44420-960	1.00 EACH	205.86000	205.86																																																		
005	BELT SEAT PKG - 8918 44420-960	1.00 EACH	1127.06000	1,127.06																																																		
006	EXPRESSION SWING - 5145 44420-960	1.00 EACH	3289.44000	3,289.44																																																		
007	MERRY MUSICAL - 6223 44420-960	1175.00 EACH	0.75000	881.25																																																		
	GT IMPAX ENGINEERED WOOD FIBER - EWF-8																																																					

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



**CITY OF MORRISTOWN  
PURCHASING DIRECTOR**

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

# Purchase Order

Fiscal Year 2017

Page 2

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

Purchase Order # **17000889-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

**V  
e  
n  
d  
o  
r**

**GAMETIME  
PO BOX 520700  
  
LONGWOOD, FL 32752-0700**

**S  
h  
i  
p  
T  
o**

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

Vendor Phone Number 407-331-0101		Vendor Fax Number 407-331-4720		Requisition Number 17001041		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 09/15/16		Vendor Number 006210		Date Required		Interoffice Delivery		Department/Location 44420	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
008	44420-960				881.25				
					31.00	45.12000		1,398.72	
					EACH				
	8" PLAYCURE PKG - 4850								
009	44420-960				1,398.72				
					1.00	399.50000		399.50	
					EACH				
	ACCESSIBLE PLAYCURE - 4854								
010	44420-960				399.50				
					1.00	2950.00000		4,703.53	
					EACH				
	FIVE STAR PLUS PLAYGROUND INSTALLATION SERVICES								
	44420-960				4,703.53				
Total Freight					1,753.53				
						PO Total		14,856.38	

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

**VENDOR COPY**

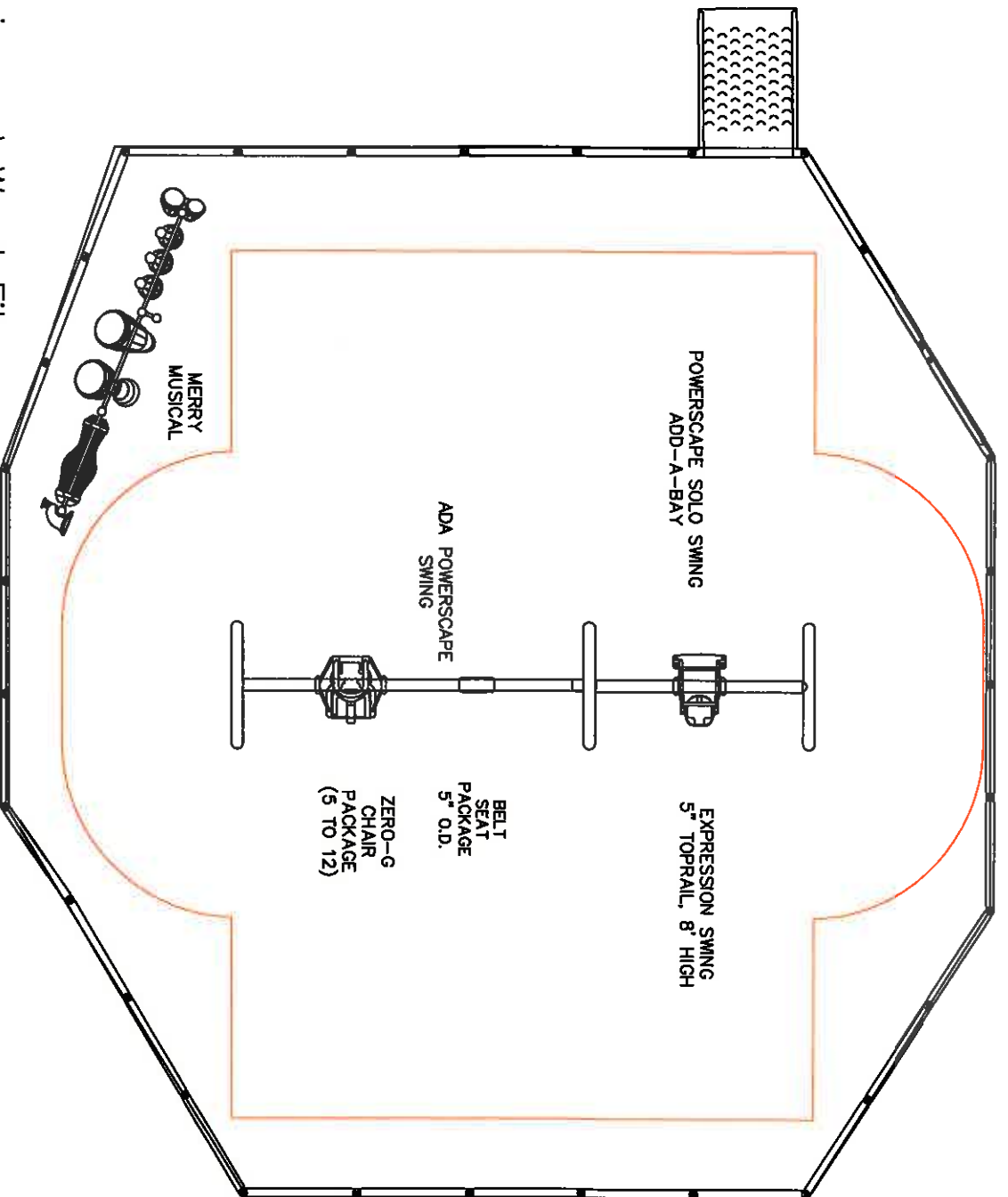
Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



E INSTALLATION  
 sq.ft. GTIMPAX Engineered Wood Fiber  
 impacted depth

PlayCurb Borders

Visible Border (placement may be adjusted)

ATION BY OTHERS!





**GameTime**  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

**QUOTE**  
**#76495**

09/06/2016

### Morristown Parks & Recreation: Swings

Morristown Parks & Recreation  
 Attn: Craig Price  
 415 West Louise Avenue  
 Morristown, TN 37813  
 Phone: 423-586-0260  
 Fax: 423-318-1544  
[cprice@mymorristown.com](mailto:cprice@mymorristown.com)

Ship To Zip: 37813

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	10847	Game Time - ADA Two-Place Swing F/S, 5" Od [Basic:_____]	\$1,697.00	6.00	\$1,595.18	\$1,595.18
1	5150	Game Time - PS Swing AAB 5" x 8' [Basic:_____]	\$910.00	6.00	\$855.40	\$855.40
1	81750	Game Time - 5" Zero-G Chair (5-12)- Galv Chain [Roto Plastic:_____]	\$426.00	6.00	\$400.44	\$400.44
1	8918	Game Time - Belt Seat Pkg 5"Od (8918)	\$219.00	6.00	\$205.86	\$205.86
1	5145	Game Time - Expression Swing 5" x 8' [Basic:_____]	\$1,199.00	6.00	\$1,127.06	\$1,127.06
1	6223	Game Time - Merry Musical [Accent:_____] [Basic:_____] [Roto Plastic:_____]	\$3,916.00	16.00	\$3,289.44	\$3,289.44
1175	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth - per sq. ft. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant	\$0.91	17.58	\$0.75	\$881.25
31	4850	Game Time - 8" Playcurb Pkg	\$48.00	6.00	\$45.12	\$1,398.72
1	4854	Game Time - Accessible Playcurb	\$425.00	6.00	\$399.50	\$399.50
1	Install	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3- Year Labor Warranty!</i>			\$2,950.00	\$2,950.00

\*\*Any sitework including drainage and grading not included in scope of  
 work and must be done prior to installation.

Contract: USC

SubTotal: \$13,102.85  
 Freight: \$1,753.53  
**Total Amount: \$14,856.38**

This quote was prepared by Cindy Robinson, Project Manager.  
 For questions or to order please call - 800-432-0162 ext. 110 [cindy@gametime.com](mailto:cindy@gametime.com)

**All pricing in accordance with U.S. Communities Contract #110179.**  
 All terms in the U.S. Communities Contract take precedence over terms shown below.  
 For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)

## Morristown Parks & Recreation: Swings

QUOTE  
#76495

09/06/2016

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be 90-120 days, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available. If additional not included permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### ORDER INFORMATION

Bill To: _____	Ship To: _____
Contact: _____	Contact: _____
Address: _____	Address: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Tel: _____ Fax: _____	Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)

### Acceptance of quotation:

Accepted By (printed): _____	P.O. No: _____
Signature: _____	Date: _____
Title: _____	Phone: _____
E-Mail: _____	Purchase Amount: <b>\$14,856.38</b>

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

P.O. Box 1499

Morristown, TN 37815-0647

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

**Purchase Order**

Fiscal Year 2017

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERSPurchase Order # **17000809-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V  
e  
n  
d  
o  
r**TRUCKERS LIGHTHOUSE  
1213-A FOSTER AVENUE

NASHVILLE, TN 37210

**S  
h  
i  
p  
t  
o**City of Morristown  
400 Dice Street  
ccummings@mymorristown.com  
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
800-489-1333		615-255-5901	17000927	KENNETH HINKLE	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/06/16	003602				42120
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		10.00	1699.00000	16,990.00
			EACH		
	* NEW VEHICLES * - QTY - 10 - ITEM:				
	TEVD1200-102HD4+2 - HD DUAL CAM				
	SYSTEM W/2.4 GHZ MIC - PER QUOTE				
	0041101				
	42120-971		16,990.00		
				PO Total	16,990.00

-New-  
Camera Systems  
for New Cars

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

Authorized Signature

Date

[Return to Agenda](#)**VENDOR COPY**

Authorized Signature

Date

## Sign Surplus

$$36 \times 36 = 5$$

$$48 \times 24 = 3$$

$$30 \times 30 = 44$$

$$24 \times 30 = 18$$

$$36 \times 12 = 2$$

$$36 \times 30 = 3$$

$$12 \times 36 = 2$$

$$24 \times 24 = 12$$

$$12 \times 18 = 3$$

$$18 \times 24 = 12$$

$$30 \times 18 = 2$$

$$36 \times 12 = 3$$

## Street Signs

$$60 \times 9 = 3$$

$$54 \times 9 = 1$$

$$42 \times 9 = 1$$

$$30 \times 9 = 1$$

$$36 \times 6 = 9$$

$$30 \times 6 = 9$$

# Morristown Police Department


---

ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief  Roger D. Overholt

Date: September 15, 2016

Re: Patrol Officers

---

I am requesting to hire three fulltime and one reserve patrol officer at the September 20th council meeting. Attached is the current civil service roster of eligible candidates for the fulltime positions. We may consider any of the top seven candidates to backfill the fulltime vacancies. I am recommending Courtney Newman to fill the vacant reserve position.

Thank you.

RDO/ll

## POLICE DEPARTMENT ENTRY-LEVEL ROSTER

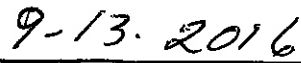
Revised on September 13, 2016 to reflect recent testing, hiring and /or corrections

	RANK AND NAME	EXPIRES
1	Devin Cribley	31-Jul-17
2	Jeffrey Coyne	31-Jul-17
3	Michael Williams	31-Jul-17
4	Jonathan Maxey	31-Jul-17
5	David Barker	31-Jul-17
6	Troy Rosenfels	31-Jul-17
7	Austin Miller	31-Jul-17
8	Robert Bolden	31-Jul-17
9	Brandon Skelton	31-Jul-17
10	Jeremy Hayes	31-Jul-17
11	Henry Russell	28-Feb-17
12	Nick Cline	31-Jul-17

For the Civil Service Board



Lee Parker, Chairman



Date



## **2015 Consolidated Annual Plan Evaluation and Review (CAPER)**

### **Re; 7-1-15 to 6-30-16 CDBG program**

#### **City of Morristown, TN**

*The Community Development Block Grant (CDBG) Program was enacted in 1974 as the cornerstone of federal investment in our nation's communities. The Act, signed by then-President Gerald Ford, stated that sustained action by all levels of government is necessary to maintain viable urban [and rural] communities. This could not be more true than now with the economic down turn wreaking havoc on communities nationwide.*

*CDBG is arguably one of the Federal government's most successful domestic programs. CDBG also provides crucial funding to small and rural communities for basic infrastructure and facilities. When disaster strikes, Congress invariably turns to the CDBG program to provide relief to States, counties, and cities in times of hurricanes, floods, wild fires, and in the aftermath of the disaster on 9/11. The success of the program stems from its utility; providing cities, counties, and States with the flexibility to address their unique community development needs. It helps fund a wide-range of activities, including housing-related assistance, public improvements, public services, and economic development projects.*

*Based on national data that grantees have reported to the U.S. Department of Housing and Urban Development (HUD) over a six year period, the CDBG program has accomplished the following:*

- Assisted 865,874 low- and moderate-income households through single-family and multifamily residential rehabilitation, homeownership assistance, energy efficient improvements and lead based paint abatement;*
- Created or retained 259,346 jobs for low- and moderate-income persons through a variety of economic development activities;*
- Benefitted 22,998,047 low- and moderate-income households through such public improvements as the development of senior centers, child care centers, and centers for the disabled;*
- Benefitted 73,863,286 low- and moderate-income households through public services such as direct assistance to the nation's network of food banks, employment training, day care assistance for low-income working families, after school programs for youth living in low- and moderate income areas, meals and other assistance to the elderly, and services for abused and neglected children and battered spouses, to name a few;*

- Every \$1.00 of CDBG leverages an additional \$3.00 in non-CDBG funding; (Since 2004 CDBG has provided almost \$3.7 million in federal funds to the Morristown area.)

- From FY 2007 through FY 2011, CDBG provided direct assistance to more than 147,602 businesses nationwide

This is an impressive track record that grantees have compiled in our wise stewardship of the program. In this current economic climate the need to maintain services and assistance to low- and moderate income households is overriding.

CDBG provides vital funding to projects and services within each of the 1,169 cities, counties, and States which receive the funding; projects that directly impact the lives of our low- and moderate-income citizens. CDBG provides the flexibility to fund a myriad of activities, fill gaps where needed, and attract additional resources to projects. This combination of CDBG with other funding sources adds to our national economy and to the betterment of the lives of our citizens through improved neighborhoods and a better quality of life. The problems which CDBG funds address have not lessened, but have grown more acute over time. With the down turn in the economy, CDBG is needed more than ever to help our communities.

CDBG entitlement funds and City general funds are utilized to assist the City of Morristown residents with the three national goals of the HUD CDBG program. Those three goals are to provide decent affordable housing, to help create a suitable living environment, and to expand economic opportunities. Leadership begins with the City's elected officials, the approval of the Consolidated Plan and the yearly approval of the Action Plan.

The City of Morristown is an entitlement jurisdiction, receiving an annual allocation of CDBG funds from the U.S. Department of HUD. A requirement of CDBG entitlement communities is the preparation and implementation of a Consolidated Plan for Housing and Community Development and an Annual Action Plan update annually.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5 year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public hearings to allow community members input prior to completion, approval, and submission of the Action Plan.

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required

*of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's third five year Consolidated Plan was developed in 2014. This report represents our 2nd year into the third plan.*

*Each year Entitlement Communities, as designated by HUD, must submit an Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that local citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings must be attached to the Action plan prior to submittal to HUD. Also each year, 90 days after the end of the fiscal/program year, entitlements must submit the Consolidated Annual Performance Evaluation and Review (CAPER) report to HUD after the public has had opportunity to review and comment.*

*The Public Hearings to solicit public input for this CAPER were held on September 15, 2016 at 12pm and 5pm, with a final hearing during the City Council meeting on September 20, 2016. A draft of the proposed CAPER was made available to the public on September 9, 2016. The final, approved CAPER will be sent to HUD by September 28, 2016.*

*All programs funded by the City of Morristown with CDBG entitlement funds are in accordance with HUD regulations. The City of Morristown's FY 2015 funding represents the 12th year of receiving entitlement grant funds. The amount of funding for FY 2015 was \$248,780. The 2015 Action Plan funded the following:*

<i>Homeowner rehab/Emergency Assistance</i>	<i>\$82,424</i>
<i>MHCS Homeless prevention program</i>	<i>\$10,000</i>
<i>TVCH CoC HUD HMIS Program</i>	<i>\$10,000</i>
<i>Façade Economic Development Program</i>	<i>\$55,000</i>
<i>Farmers Market Phase II</i>	<i>\$40,000</i>
<i>Administration (20%)</i>	<i><u>\$49,356</u></i>
<i>TOTAL</i>	<i>\$246,780</i>

### **Project Summaries**

*Project Title: **Homeowner Rehab** (homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.)*

*Project Description:* This program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

*Priority Need/Local Objective:* The need for rehabilitation of single family owner occupied homes and economic development were both identified as moderate level priorities in the Morristown 2014 Consolidated Plan.

*Funding Sources:* CDBG- \$82,424

The City of Morristown continued to utilize the CDBG funds above as part of a multifaceted revitalization project. The program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Each unit rehabilitated will receive "green" energy conservation measures that exceed local and international codes. This may include, but not be limited to, replacing appliances and heating/air units with energy star rated machines. Windows, insulation, fixtures and lighting will also be upgraded as necessary to exceed energy conservation code.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be subject to the availability of CDBG funding budgeted for the Program. The level of Program assistance will be based on household income.

If the household income is classified as:

**Low income**, the Program grant will be 75 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,200 of the house service charge;

**Very low income**, the Program grant will be 100 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,600 of the house service charge;

The dwelling for which sanitary sewer assistance is provided must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown. The dwelling must not be on the market and homeowners must state their intent to reside in the home for at least one year after sanitary sewer is connected. Homeowner will be responsible for all related expenses not specifically listed in these policies and procedures.

The Emergency Repair Program will assist qualified very-low income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants of up to \$5,000 to pay for approved repairs.

Only one emergency repair grant will be awarded for a dwelling during a five-year period. A home on which emergency repairs are made would remain eligible for the City's Housing Rehabilitation Program, but the cost of any emergency repairs would count against the \$25,000 rehabilitation program cap.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be considered for clearance. Areas that meet the HUD definition of "blighted" will receive priority.

This program will be administered through the Community Development/Planning department and new consultants Knoxville Community Action Center (KCAC) housing

The City of Morristown and KCAC will continue to follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City and KCAC will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the program will operate. The City and KCAC will insure that objectives are met, that each eligible citizen Receives a quality job and that the community has benefited from the program.

Housing rehabilitation programs require a lot of individual attention at the local level and this will be provided by the planning and inspections department.

<b><i>National CDBG Eligible Activity Category</i></b>	<b><i>CDBG National Objectives</i></b>	<b><i>HUD Matrix Code</i></b>	<b><i>CDBG Citation</i></b>
Homeowner single unit rehab	LMI	14a	570.202

<b><i>Project ID</i></b>	<b><i>Type of Recipient</i></b>	<b><i>Start Date</i></b>	<b><i>Completion Date</i></b>
	Local	7-1-15	6-30-16

	Government		
--	------------	--	--

<b>Performance Indicator</b>	<b>Proposed Annual Units</b>	<b>IDIS Activity #</b>	<b>Units Upon Completion</b>
Rehab 6 units	6	<b>75</b>	<b>12</b>

**Annual Action Plan Performance Measurement**

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
Create suitable living environment	Availability/Accessibility	Rehab 6 eligible units	Monitor through completion	6	<b>12</b>

**Project Title: Façade Program**

**Project Description:** Provide up to 5 exterior renovation grants to qualifying businesses.

**Priority Need/Local Objective:** The need for economic development assistance to businesses was identified as a moderate level priority in the Morristown 2014 Consolidated Plan.

**Funding Sources:** CDBG- \$55,000 Business owners \$55,000

The Façade Improvement Grant program seeks to encourage downtown and South Cumberland Street building owners and tenants to invest in their Target Area by financially assisting with appropriate exterior renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown and South Cumberland structures. Replacing damaged, boarded or bricked-up windows, main level storefront improvements, cornice repair and repainting or removing paint from buildings that have been previously painted is a priority.



The Building Façade Improvement Grant is a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$5,000. Grants will be paid upon successful completion of the project and submission of proper documents.

Grant funds will be disbursed on a first come-first served basis as long as funds are available for the program.

#### Eligibility

To qualify for the Façade Improvement Grant, the building must be located within the 'Downtown Core' or South Cumberland neighborhood. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront renovations, window repair/replacement, door repair/replacement, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees.

Building improvements shall reflect the architectural integrity of the entire building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be part of the building improvements. Participants are expected follow the standards set forth in the Crossroads Development District *Renovation and Preservation Guidelines*.

#### Administration

The Façade Improvement Grant program will be coordinated by the City of Morristown's Community Development Corporation. Grant applications will be reviewed by a Grant Review Committee consisting of the City of Morristown's Development Director, CDBG Grant Coordinator, President of the Downtown Morristown Association and members of the Crossroads Development Partnership Design Committee.

#### Process

The grant process can be broken down into seven typical steps:

Step 1: Schedule a meeting with the Development Director and City of Morristown Chief Building Official or CDBG coordinator to discuss the proposed building renovations, grant availability and the application process.

Step 2: Develop a documented plan for the project.

Improvements should follow the recommendations set forth in the Crossroads Development District's *Renovation and Preservation Guidelines*. At a minimum, the following information will be required to be submitted with the grant application:

- Color photo(s) of the existing building façade(s)
- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be included. Simple window replacement, repair work or painting would not require drawings.
- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

Step 3: Submit a complete grant application with the required attachments.

Step 4: The Grant Review Committee will review the application and make a recommendation. Applications will be reviewed and awarded within one month of submittal.

Step 5: If the applicant needs more time to start their project, he or she must provide a written statement with a reasonable explanation for the extension. Work should be completed as quickly as possible. Any changes necessitated while the project is under construction must be approved by the Grant Review Committee prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building or sign permits.

Step 6: The renovation is inspected by the Grant Review Committee to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 7: The applicant will submit a grant payment request letter accompanied by proof of expenses and proof of payment. Grant funds will be paid within 30 days of the approved grant payment request.

### Appeals

If the grant application was disapproved by the Grant Review Committee, the applicant may resubmit the application after addressing the application deficiencies or appeal the decision. If the applicant chooses to appeal the decision, a letter of appeal and supporting documentation must be sent to the Development Director stating the reason for the appeal. The letter of appeal and supporting

documentation will then be forwarded to the Morristown City Council which will review the appeal and make final determination of the grant application. If the application is denied by the City Council, the applicant may resubmit after addressing the initial deficiencies.

<b>National CDBG Eligible Activity Category</b> Direct financial assistance for for-profits	<b>CDBG National Objectives</b>  LMA	<b>HUD Matrix Code</b>  18a	<b>CDBG Citation</b>  570.203(b)
--	--	-----------------------------------	--

<b>Project ID</b>	<b>Type of Recipient</b>  Local Government	<b>Start Date</b>  7-1-15	<b>Completion Date</b>  6-30-16
-------------------	--	---------------------------------	---------------------------------------

<b>Performance Indicator</b>  # of improved facades	<b>Proposed Annual Units</b>  5	<b>IDIS Activity #</b>  79	<b>Units Upon Completion</b>  9
---	---------------------------------------	----------------------------------	---------------------------------------

#### **Annual Action Plan Performance Measurement**

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
Create suitable living environment	Sustainability	Repair 5 businesses facades	Monitor through completion	5	9

#### **Project Title: (HMIS) Homeless Management Information System**

**Project Description:** This is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting confidentiality in a 12+ county area.

*Priority Need/Local Objective:* The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

*Funding Sources:* CDBG- \$10,000.00

The HMIS program is designed to aggregate data collected by all users in order to generate an unduplicated count of clients served within a community's system of homeless services. The Tennessee Valley Coalition's HMIS covers an eleven county regional area comprised of Hamblen, Cocke, Jefferson, Sevier, Blount, Monroe, Loudon, Grainger, Claiborne, Union, and Campbell Counties. The HMIS provides up to date information on client characteristics and service utilization. It allows member agencies to track services provided, to network and consult, and to better serve our homeless populations by reducing duplication of services and fraud.

The HMIS Homeless Facilities project National Objective is 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type is 'Public Services'. The specific clientele to be served by this program are at least 51% low/mod income persons.

The Performance Measure Objective\_ for this program is 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it increases access or availability to shelter or service that improves the beneficiary's living environment.

The software program tracks the number of individuals served as well as the client and system level activities provided with measurable results. These Outcome performance indicators will be identified and tracked by the software and reported annually to HUD.

<b>National CDBG Eligible Activity Category</b>	<b>CDBG National Objectives</b>	<b>HUD Matrix Code</b>	<b>CDBG Citation</b>
Public Services	LMLC	05	570.201(e)

<b>Project ID</b>	<b>Type of Recipient</b>	<b>Start Date</b>	<b>Completion Date</b>
	Local Government	7-1-15	6-30-16

<b>Performance Indicator</b>	<b>Proposed Annual Units</b>	<b>IDIS Activity #</b>	<b>Units Upon Completion</b>
# of clients served	2000	78	2000+

***Annual Action Plan Performance Measurement***

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	2000	2000+

**Project Title: Administration**

**Project Description:** General program administration, project implementation/ monitoring, training, reporting, adherence to all HUD regulations.

**Priority Need/Local Objective:** Planning/Administration

**Funding Sources:** CDBG-\$49,356

<b>National CDBG Eligible Activity Category</b>	<b>CDBG National Objectives</b>	<b>HUD Matrix Code</b>	<b>CDBG Citation</b>
General Program Administration		21A	570.206(a)

<b>Project ID</b>	<b>Type of Recipient</b>	<b>Start Date</b>	<b>Completion Date</b>
7	Local Government	7-1-15	6-30-16

<b>Performance Indicator</b>	<b>Proposed Annual Units</b>	<b>IDIS Activity #</b>	<b>Units Upon Completion</b>
n/a	n/a	81	n/a

**Annual Action Plan Performance Measurement**

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
n/a	n/a	n/a	n/a	n/a	n/a

**Project Title: Central Services Homeless Prevention Program**

**Project Description;** Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance.

**Priority Need/Local Objective:** The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

**Funding Sources:** CDBG- \$10,000.00 Central Services \$10,000.00

Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969,



chartered under the name of Central Services. The agency's property acquisition in 2007 has expanded Central Services into one of the largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

Central Services receives a significant amount of community support and local funding that enables their programs to exist, but the current economic conditions hinder funding at a time when requests for services are increasing. Evictions, utility terminations and increasing housing deposits are making homelessness more of a reality than ever before.

Funding from the Community Development Block Grant will enable Central Services to strengthen the current services offered by the agency that prevent homelessness. Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance. Lack of utilities is becoming more of a reason for eviction especially in rental assistance and public housing arenas.

The Central Services Homeless Prevention Program National Objective will be 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type will be 'Public Services'. The specific clientele to be served by this program will be at least 51% low/mod income persons.

The Performance Measure Objective\_ for this program will be 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it will increase access or availability to shelter or service that will improve the beneficiary's living environment.

<b>National CDBG Eligible Activity Category</b>	<b>CDBG National Objectives</b>	<b>HUD Matrix Code</b>	<b>CDBG Citation</b>
Public Services	LMLC	05	570.201(e)

<b>Project ID</b>	<b>Type of Recipient</b>	<b>Start Date</b>	<b>Completion Date</b>
2	Local Government	7-1-15	6-30-16

<b>Performance Indicator</b>	<b>Proposed Annual Units</b>	<b>IDIS Activity #</b>	<b>Units Upon Completion</b>
# of clients served	1000	77	3640

**Annual Action Plan Performance Measurement**

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	1000	3640

**Project Title:** Farmers Market Park Phase II

**Project Description:** Construct ADA compliant restrooms at local parks

**Priority Need/Local Objective:** The need for better community recreation facilities was identified as a high level priority in the Morristown 2009 Consolidated Plan.

**Funding Sources:** CDBG- (2014 \$50,000.00) (2013 \$52,202.00)

The Farmers Market will be used extensively by the community for shopping, special events, and activities throughout the year. The need for parking and restrooms/concessions is paramount. Currently the Farmers Market has restroom facilities, thanks to CDBG. The 2015 funding was to be utilized at the farmer's market site in order to enhance the city's current effort to improve the farmers market and the downtown area as a whole. The 2015 funding will assist in phase II of the Markets development and expansion. With additional local funding and in-kind donations a brick and mortar facility was

constructed as well as covered stalls for the vendors. Phase one of this project will included design & engineering, infrastructure/site work, and restroom construction. Phase II will expand and enhance the project with many amenities.

The eligible activity category/accomplishment type for this project will be 'Public Parks/ Recreational Facilities'. It constitutes infrastructure and recreational facilities/parks improvements.

The Performance Measure Objective for the program is 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it provides for restroom facilities that will be accessible to all park visitors.

<b>National CDBG Eligible Activity Category</b>	<b>CDBG National Objectives</b>	<b>HUD Matrix Code</b>	<b>CDBG Citation</b>
Parks/Recreational Facilities	LMA	03F	570.201(c)

<b>Project ID</b>	<b>Type of Recipient</b>	<b>Start Date</b>	<b>Completion Date</b>
5	Local Government	7-1-15	6-30-16

<b>Performance Indicator</b>	<b>Proposed Annual Units</b>	<b>IDIS Activity #</b>	<b>Units Upon Completion</b>
# of new improvements	2	80	0

#### **Annual Action Plan Performance Measurement**

<b>National Performance Measure Objective</b>	<b>National Performance Measure Outcome</b>	<b>Specific Objectives</b>	<b>Proposed Actions</b>	<b>Accomplishment Data by CDBG Program Year</b>	
				<b>Proposed</b>	<b>Actual</b>
Create suitable living environment	Availability/ Accessibility	Insure accessibility improvements	Monitor construction	2	0

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

### **Current Community Development Projects Update**

**1. Central Services homeless prevention program-** (\$10,000 funded through the 2015 Action Plan- \$10,000 drawn  
Funding is utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance. Lack of utilities is becoming more of a reason for eviction especially in rental assistance and public housing arenas.

**2. Citizens Public Services Survey-** (\$8,000.00 funded through the 2015 Action Plan and \$6,475.00 from the City's general fund for a total of \$14,475.00) The survey was developed to provide a statistically valid survey of resident opinions about community and services provided by local government. The survey results are being used by staff, elected officials and other stakeholders for community planning and resource allocation, program improvement, policy making and tracking changes in residents' opinions about government performance.

**3. Homeowner rehab & emergency repair/demolition program.** (\$82,424 Funded through 2015 PY Action Plan.) Twelve homes were completed.

**4. Façade grant program.** (Funded 2015 -\$55,000) Eligible applicants are awarded funds to help rehab their businesses downtown with a 50% match from them required. Nine businesses completed their requirements and received funds.

**6. HMIS-Homeless Management Information System.** (9,000.00 Funded through 2015 Action Plan) HMIS is a HUD supported program that helps area service providers to prevent homelessness, assist those who are homeless, and minimize abuse of services. Funds are awarded to TVCEH (TN Valley Coalition to End Homelessness) as they operate and maintain the system.

Monitoring of the Community Development **program** includes, but is not limited to, the following;

Five year consolidated plan completion, annual action plan completion, citizen participation plan compliance, consolidated annual performance review, federal expenditure timeliness compliance, quarterly federal cash transaction reports, semi-annual labor department standards report, annual minority business enterprise reports, annual section 3 compliance reports, monthly fair housing compliance, federal Integrated Disbursement and Information System compliance, title VI compliance, CDBG certification, IT security, GAO reporting, online reporting at federalreporting .gov, and daily project review.

Monitoring of Community Development **projects** require, but is not limited to, the following;

Environmental Review, financial reporting, Davis-Bacon Wage rate compliance, federal and local regulatory compliance, equal opportunity/fair housing regulations compliance, HUD national objective compliance, HUD performance measurement framework, contractor review/compliance, sub-grantee monitoring, eligibility requirement monitoring, LMI and federal regulations compliance, lead paint review, and energy star/green building review.

Annual Reports

(A Consolidated Plan for Community Development needs must be completed every 5 years)

Consolidated Annual Performance Evaluation Report (CAPER)

Annual Action Plan (AP)

AP Amendments

HOME grant application

ESG grant application

Federal Timeliness Report

Title VI

Semi Annual Reports

Section 3

HUD Davis-Bacon Labor Dept report 4710

Minority Business Enterprise report (MBE)

Quarterly Reports

Federal Cash Transaction report (FCT)

Neighborhood Stabilization Program report (NSP)

CDBG-R report (ARRA funds)

Emergency Shelter Grant reports (ESG)

Monthly and Project Reports

HUD Field Office report

Department Summary reports

Environmental Reports

*Davis Bacon Payroll reviews*

*IDIS (Integrated Disbursement and Information System) Federal finance reports, project reports and performance measurement reports.*

*Fair Housing reports as needed*

*Project set-up and progress reports*