

**WORK SESSION AGENDA  
JULY 17, 2018  
4:15 p.m.**

**1. Agenda Review**

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JULY 17, 2018 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Dr. Cynthia Thompson, Chaplain Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. July 3, 2018

**6. PROCLAMATIONS/PRESENTATIONS**

1. Proclamation acknowledging Farmers Market Week

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

**8. OLD BUSINESS**

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

**1. Ordinance No. 3612**

An Ordinance of the City Council of Morristown, Tennessee, amending Title 9, Business, Peddlers, Solicitors, Etc., Chapter 5 Mobile Food Vending.

2. Ordinance No. 3613

An Ordinance of the City Council of Morristown, Tennessee, amending Title 14, Zoning and Land Use Control, Chapter 2 General Zoning Provisions, Short-Term Rental Units.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. \_\_\_\_\_

A Resolution of the City of Morristown, Tennessee, Directing Payment of Electric Tax Equivalent.

2. Resolution No. \_\_\_\_\_

A Resolution of the City of Morristown, Tennessee, Directing Payment of Wastewater Tax Equivalent.

3. Resolution No. \_\_\_\_\_

Initial Resolution of the City of Morristown, Tennessee, Authorizing the Issuance of Debt.

4. Resolution No. \_\_\_\_\_

A Resolution of the City of Morristown, Tennessee, Authorizing the Issuance of Debt and Refinancing of Debt.

5. Resolution No. \_\_\_\_\_

A Resolution Authorizing the City of Morristown, to Participate in The Pool's "Safety Partners" Matching Grant Program.

9-b. **Introduction and First Reading of Ordinances**

9-c. **Awarding of Bids/Contracts**

1. Approval of Bid for Heritage Park Phase I.

2. Approval of Contract Amendment No. 1 with Lose Design for Public Works Compound.

3. Approval of Contract Amendment No. 1 with Lose Design for Morristown Park Grant Projects (LPRF).

4. Approval of Contract with Lose Design for Community Center Design.

5. Approval of Change Order – East Tennessee Turf and Landscape to install of underground conduit.
6. Approval of Bid for Freddie Kyle Greenway to Whaley Construction, LLC in the amount of \$591,899.40; pending Tennessee Department of Transportation (TDOT) approval.
7. Approval of Bid for South Cumberland Stormwater Project to King General Contractors in the amount of \$459,505.80.
8. Approval of Bid for Freshour Stormwater Project to King General Contractors in the amount of \$561,185.
9. Acceptance of 2019 Airport Maintenance Grant from Tennessee Department of Transportation in the amount of \$19,800.
10. Approval of Amendment No. 4 to General Engineering Services Agreement with McGill Associates for general professional engineering services in the amount of \$40,000.

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

1. City Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five-year term to expire on July 31, 2023. {Term expiring Bryan Dickerson.}

**9-e. New Issues**

1. Approval of Promotion to Deputy Chief, Morristown Fire Department.
2. Approval of hiring of two (2) entry-level Firefighters for Morristown Fire Department.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**  
Regular City Council Meeting with Work Session

Aug. 7, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 7, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug. 10-11, 2018	(Fri) 10 a.m. – 5 p.m.	City Council Annual Planning Work Session
	(Sat) 8 a.m. - noon	Meadowview Conference Center, Kingsport, TN
Aug. 21, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Aug. 21, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 3, 2018	(Monday)	City Employee's Holiday Labor Day
Sep. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Sep. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 18, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Sep. 18, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Sep. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Oct. 2, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 2, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Oct. 16, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 16, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session



**WORK SESSION AGENDA  
JULY 17, 2018**

- 1. No Work Session Scheduled**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JULY 3, 2018**

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, July 3, 2018, 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.

Don Lamb, Chaplain, Morristown Fire Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the June 19, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve Ordinance No. 3612, with amended definition of Mobile Food Service Vehicle, on first reading and schedule a public hearing relative to final passage of said ordinance for July 17, 2018. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3612**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 9, Business, Peddlers, Solicitors, Etc., Chapter 5 Mobile Food Vending.**

Councilmember Pedigo made a motion to approve Ordinance No. 3613 on first reading and schedule a public hearing relative to final passage of said Ordinance for July 17, 2018. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3613**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14, Zoning and Land Use Control, Chapter 2 General Zoning Provisions, Short-Term Rental Units.**

Councilmember Smith made a motion to approve the contract between the City of Morristown and Tennessee Department of Transportation (TDOT) for Widening of Central Church Road, From SR-34 (US-11, West Andrew Johnson Highway) to Connie Street, Morristown, Hamblen County; PIN #127680.00; Federal Project # STP-M-5930(10); State Project # 32LPLM-F3-06t; Agreement # 180058. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the contract with the State of Tennessee for GNSS Reference Network. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve contract amendment number one between the City of Morristown and DIA Design for the City Center Plaza Project, Phase II design services, in the amount of \$95,000. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the bid for Petosky Plastics Site Improvements, Phase II (FastTrack Program); subject to Tennessee Department of Transportation Review and Approval, to Burke-Ailey Construction Co., for a total construction contract of \$414,500. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid for asphalt resurfacing and sidewalk maintenance to Summers-Taylor, Inc. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the continuation of original agreement with ESRI, Inc., for Geographic Information System (GIS) Software in the amount of \$50,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$12,984. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Ventrus Norfolk to the Morristown Regional Planning Commission, to fill the unexpired term of Jim Beelaert, term to expire on March 1, 2019.

Councilmember Bivens made a motion to approve the hiring of Bradley Young, Nicholas Free and Michael McDaniel as entry-level Patrol Officers. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the July 3, 2018, City Council meeting at 5:31 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

DRAFT



*Proclamation from the Office of the Mayor*

**CITY OF MORRISTOWN**

**PROCLAMATION**

*WHEREAS, the City of Morristown recognizes that farmers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products, and*

*WHEREAS, farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy, and*

*WHEREAS, farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide, and*

*WHEREAS, the City of Morristown recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers, and the importance of generating farm income to help stimulate business development and job creation; and the importance of building community connections through rural and urban linkages and more;*

*NOW, THEREFORE, to further awareness of farmers markets' contributions to the City of Morristown life, I, Mayor Gary Chesney, on behalf of the Morristown City Council, do hereby proclaim the week of*

***August 5-11, 2018, as Morristown's Farmers Market Week,***

*in conjunction with the observance of National Farmers Market Week. I call upon Morristown citizens to celebrate farmers markets with appropriate observance and activities.*

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed.*

Attest:

Date:



**ORDINANCE NO. 3612**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 9 (BUSINESSES, PEDDLERS, SOLICITORS, ETC.), OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 9 (Businesses, Peddlers, Solicitors, Etc.), Chapter 5 regarding Mobile Food Vending be amended to states:

**Sec. 9-501. - Definitions.**

Food Trucks are vehicles from which the Operator cooks, prepares, or assembles food items and non-alcoholic beverages with the intent to sell such items to the general public.

Ice Cream Trucks are vehicles from which the Operator vends only pre-packaged frozen dairy or frozen water-based food products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.

Location means any single property parcel and all other parcels that are contiguous or cumulatively contiguous to that owned or controlled by single or affiliated entities.

Mobile Food Service Permit means a permit issued by the City for the operation of Food Trucks or Ice Cream Trucks.

Mobile Food Service Vehicle means a Food Truck or an Ice Cream Truck and includes any other portable unit that is towed to the site and is used to the operations of the Mobile Food Service Vehicle.

Operate means to promote or sell food, beverages, and other permitted items from the Mobile Food Service Vehicle.

Operator means any person owning, operating, or permitted to operate a Food Truck or Ice Cream Truck and collectively refers to all such persons.

Vehicle as used in this article, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

**SECTION 9-502 Mobile food service permits.**

- (1) *Applicable.* No Mobile Food Service Vehicle may operate within the City without a Mobile Food Service Permit issued by the City Planning Department. A Mobile Food Service Permit authorizes the Operator only to engage in the vending of products from a Mobile Food Service Vehicle in compliance with City Code and as specified on the permit. The Mobile Food Service Permit must be prominently displayed when the Mobile Food Service Vehicle is in operation.
- (2) *Application.* A Mobile Food Service Vehicle Operator shall apply for a Mobile Food Service Permit by payment of a \$50 application fee and the following:
  - a. Complete an application form provided by the City, which shall include the following information:
    1. Name and address of the owner of the vehicle;
    2. Name and address of the Operator of the vehicle;
    3. Color photographs of the exterior (front, side, and back) and interior food service portion of the vehicle in the final condition and with all markings under which it will operate;
    4. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the Mobile Food Service Vehicle;
    5. A copy of the state or county health department license or permit applicable to mobile food providers;
    6. A copy of the Fire Marshal's Mobile Food Vehicle-Fire Safety Inspection;
    7. A copy of the Operator's business license issued by the City or the Operator's home-based County;
    8. A copy of required insurance coverage; and
    9. A drawing/site plan identifying the proposed location of the Mobile Food Service Vehicle on the property along with written permission of the property owner.
  - b. Permittee has an on-going duty to provide the City with notice of any change to any of the information required by the City to obtain a Mobile Food Service Permit, including current photographs of the Mobile Food Service Vehicle in the event of any change in the appearance of or signage on the vehicle.
- (3) *Issuance.* A Mobile Food Service Permit shall be issued upon full completion and review of the application required by this section; however, no Mobile Food Service Permit shall be issued for the purpose of operating a Mobile Food Vehicle to an Operator or any person affiliated with the Operator who had their permit revoked or suspended within the prior twelve (12) months.
- (4) *Expiration.* A Mobile Food Service Permit expires on the date twelve (12) months after issuance and may be renewed provided that all City requirements are met and the license has not been suspended or revoked.
- (5) *Transferability.* A Mobile Food Service Permit may not be transferred except as part of the sale of an interest in a business holding the license or a sale of substantially all of the assets of a business holding the license.
- (6) *Enforcement.*
  - a. *Warnings.* A City Code Enforcement Officer, Fire Marshal, or Planning Official may provide a written or verbal warning to any Operator for a violation of this

section.

- b. *Notice of Violation.* A City Enforcement Officer shall issue a Notice of Violation to the mobile food service Operator for the following:
1. A violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or
  2. Any violation that constitutes grounds for revocation of a mobile food service permit.

The Operator shall have two (2) weeks from the date of receiving the Notice of Violation to bring the Mobile Food Vehicle into compliance with all applicable requirements.

- c. *Suspension.* A Mobile Food Service Permit shall be suspended by the City Enforcement Officer until reinstatement for the following reasons:
1. A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;
  2. The required vehicle license, health permit, Mobile Food Vendor-Fire Safety Inspection, or business tax license for the Operator or the Mobile Food Service Vehicle has expired or been suspended, revoked, or otherwise terminated;
  3. The Operator fails to obtain or maintain the insurance coverages required by this section; and
  4. If the property owner withdraws consent that the Mobile Food Service Vehicle to use the property.
- d. *Revocation.* The City shall revoke a Mobile Food Service Permit after two (2) suspensions within a twelve (12) month period. However, the Mobile Food Service Permit shall be immediately revoked for the following reasons:
1. An Operator fails to obtain a permit upon expiration of the Temporary Permit as set forth in the Article, or
  2. The Operator operates in an unlawful manner or in after "reasons: "such a manner as to constitute a breach of the peace, interferes with the normal use of the right-of-way, or otherwise constitutes a menace to the health, safety, or general welfare of the public.

e. *Reinstatement.*

1. *Suspension.* An Operator may apply for reinstatement of a suspended Mobile Food Service Permit by payment of a fee of \$50 to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
2. *Revocation.* The City may allow an Operator to reapply for a Mobile Food Service Permit after three (3) months from the date of revocation, provided the Operator corrects all circumstances that led to the violations, and the Operator pays a fee of \$50 to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that led to the suspension.



- (7) *Notice.* Upon denial, suspension or revocation of a Mobile Food Service Permit, the City shall give notice to the Operator in writing. There shall be no refund of any other fee(s) paid to the City.
- (8) *Appeal.* Notice of Violation, revocation, or suspension may be appealed by submitting a written appeal to the City Administrator or their designee. A decision will be based upon a written summation of the facts submitted to the City by the permit holder. Any decision made is final.

### **SECTION 9-503 - Locations and hours of operation.**

It is a violation to operate a Mobile Food Service Vehicle at any location or at any time except in compliance with the requirements of this article.

- (1) *Food Trucks*
- a. *Public Property.* Food Trucks shall not operate on City property unless associated with an approved Special Occasion Permit.
  - b. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.
  - c. *Private property.* Food Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial District - subject to the following conditions:
    1. *Permission.* Food Truck vendors selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.
    2. *Unimproved Properties.* Food Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.
    3. *Hours of operation.* Food Trucks may not locate or operate longer than eighteen (18) consecutive hours at a location on privately owned property.
    4. *Existing Parking Spaces.* Food Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.

5. *Products Sold.* Food Trucks may only sell food and non-alcoholic beverages.
6. *Restroom Facility.* Food Trucks operating at a location for a duration of more than three (3) hours must have a written agreement, available upon request by the City, that permits employees to have access to a flushable restroom and a sink for washing hands no more than 450 feet from the vending location during all hours of operation.

## **(2) Ice Cream Trucks**

- a. *Right-of-way.* An Ice Cream Truck shall not operate from the right-of-way at any one location for more than 15 minutes without relocating to another location not less than one-quarter mile from the previous location unless associated with an approved Special Occasion Permit.
- b. *Private property.* Ice Cream Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial district - subject to the following conditions:
  1. *Permission.* Ice Cream Trucks selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.
  2. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.
  3. *Unimproved Properties.* Ice Cream Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.
  4. *Hours of operation.* Ice Cream Trucks may operate after 10:00 a.m. and before sunset unless a Special Event Permit has been secured.
  5. *Existing Parking Spaces.* Ice Cream Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.
  6. *Products Sold.* Ice Cream Trucks may only sell food and non-alcoholic beverages.

## **SECTION 9-504 Operating requirements.**

(1) *Vehicle Requirements.*

- a. *Design and Construction.* Mobile Food Service Vehicles shall be specifically designed and constructed for the purpose of the preparation and sale of the specific type of food or non-alcoholic beverages being sold. The Mobile Food Service Vehicle may not operate in any manner that is not safe and is not compatible with the purpose for which the vehicle has been designed and constructed.
- b. *Licensing.* Mobile Food Service Vehicles shall be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles. All products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.
- c. *Compliance.* Vendors of food or beverages shall comply with all applicable state and local health laws regulating the preparation, handling, and presentation of food.

(2) *Right-of-Way.*

Food Trucks in public rights-of-way shall be prohibited unless a Special Event Permit has been secured.

(3) *Business Access.* No Mobile Food Service Vehicle may operate in a location that impedes the ingress to, egress from the property or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.

(4) *Distance between Units.* A Mobile Food Service Vehicle may not operate within ten (10) feet of any other Mobile Food Service Vehicle.

(5) *Types of Cooking Apparatuses.* Open flame cooking (other than with a gas range specifically constructed and designed within the Food Truck) either within or outside a Mobile Food Service Vehicle is prohibited, except where such activity is specifically permitted by the Fire Department.

(6) *Noise.* Amplified music or other sounds from any Mobile Food Service Vehicles may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles or be in violation of the City's Noise Ordinance.

(7) *Commissary.* A commissary used for the storage of supplies, the preparation of food to be sold or served at or by the Mobile Food Service Vehicle, or the cleaning and servicing of the Mobile Food Service Vehicle may not be located in any residential zoning district. Any such commissary shall comply with all applicable zoning regulations, building code requirements, and requirements of the Morristown Utilities Commission and the Hamblen County Health Department.

(8) *Utilities.* All Mobile Food Service Vehicles shall comply with the City's electrical

code and any power, water, or sewage required for the Mobile Food Service Vehicle shall be self-contained and shall not use utilities drawn from other sources.

- (9) *Fire Extinguishers Required.* All Food Trucks must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any Mobile Food Service Vehicle that produces grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K- Class fire extinguisher that is certified annually by a licensed company.
- (10) *Support Methods.* No Mobile Food Service Vehicle may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
- (11) *Pedestrian Service Only.* Mobile Food Service Vehicles shall serve pedestrians only; drive-up, drive-thru, or drive-in service is prohibited.
- (12) *Waste Collection.* The area of a Mobile Food Service Vehicle operation must be kept neat and orderly at all times. The Operator must provide proper trash receptacles for public use that are sufficient and suitable state to contain all trash generated by the Mobile Food Service Vehicle during the period of operation at a location. All trash within the area, regardless of the source, must be removed. All garbage and trash receptacles must be removed from the site when full - even if they are filled prior to the planned departure time of the Mobile Food Service Vehicle from a location.
- (13) *Signage.* Mobile Food Service Vehicles are limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6") from the exterior of the Unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic.
- (14) *Alcohol sales.* Mobile Food Service Vehicles shall not sell alcoholic beverages.
- (15) *Insurance Requirements.* Mobile Food Service Vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.
  - a. Food Trucks operating on City public property are required at all times to maintain insurance coverage in the form and amounts required by the City. In the event the required coverage is not properly maintained, the Operator's Mobile Food Service Permit will be immediately revoked. The failure of the Operator to notify the City of any change in coverage will preclude the Operator from obtaining a permit for a period of three (3) months from the date the City learns of the failure to provide the required notification of change.
  - b. Ice Cream Trucks shall not operate on City property other than within the

right-of-way, except upon obtaining a Special Event Permit from the City, and shall be required to obtain insurance consistent with the type of operation permitted.

(16)*Posting of Permit/License.* The Food Truck Operator shall conspicuously post the Mobile Food Service permit and the state or county health department license within the Mobile Food Service Vehicle.

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

Passed on first reading this the 3<sup>rd</sup> day of July, 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 17<sup>th</sup> day of July 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

## TITLE 9, CHAPTER 5- MOBILE FOOD VENDING

### Sec. 9-501. - Definitions.

Food Trucks are vehicles from which the Operator cooks, prepares, or assembles food items and non-alcoholic beverages with the intent to sell such items to the general public.

Ice Cream Trucks are vehicles from which the Operator vends only pre-packaged frozen dairy or frozen water-based food products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.

Location means any single property parcel and all other parcels that are contiguous or cumulatively contiguous to that owned or controlled by single or affiliated entities.

Mobile Food Service Permit means a permit issued by the City for the operation of Food Trucks or Ice Cream Trucks.

Mobile Food Service Vehicle means a Food Truck or an Ice Cream Truck and includes any other portable unit that is towed to the site and is used ~~is attached to a motorized vehicle that~~ is used for the operations of the Mobile Food Service Vehicle.

Operate means to promote or sell food, beverages, and other permitted items from the Mobile Food Service Vehicle.

Operator means any person owning, operating, or permitted to operate a Food Truck or Ice Cream Truck and collectively refers to all such persons.

Vehicle as used in this article, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

### SECTION 9-502 Mobile food service permits.

- (1) *Applicable.* No Mobile Food Service Vehicle may operate within the City without a Mobile Food Service Permit issued by the City Planning Department. A Mobile Food Service Permit authorizes the Operator only to engage in the vending of products from a Mobile Food Service Vehicle in compliance with City Code and as specified on the permit. The Mobile Food Service Permit must be prominently displayed when the Mobile Food Service Vehicle is in operation.
- (2) *Application.* A Mobile Food Service Vehicle Operator shall apply for a Mobile Food Service Permit by payment of a \$50 application fee and the following:
  - a. Complete an application form provided by the City, which shall include the following information:
    1. Name and address of the owner of the vehicle;
    2. Name and address of the Operator of the vehicle;
    3. Color photographs of the exterior (front, side, and back) and interior food

service portion of the vehicle in the final condition and with all markings under which it will operate;

4. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the Mobile Food Service Vehicle;
5. A copy of the state or county health department license or permit applicable to mobile food providers;
6. A copy of the Fire Marshal's Mobile Food Vehicle-Fire Safety Inspection;
7. A copy of the Operator's business license issued by the City or the Operator's home-based County;
8. A copy of required insurance coverage; and
9. A drawing/site plan identifying the proposed location of the Mobile Food Service Vehicle on the property along with written permission of the property owner.

- b. Permittee has an on-going duty to provide the City with notice of any change to any of the information required by the City to obtain a Mobile Food Service Permit, including current photographs of the Mobile Food Service Vehicle in the event of any change in the appearance of or signage on the vehicle.

- (3) *Issuance.* A Mobile Food Service Permit shall be issued upon full completion and review of the application required by this section; ~~except that no Mobile Food Service Permit will be issued to an Operator, or any person affiliated with the Operator for purposes of operating a Mobile Food Vehicle that had their permit revoked or suspended within the prior twelve (12) months.~~ however, no Mobile Food Service Permit shall be issued for the purpose of operating a Mobile Food Vehicle to an Operator or any person affiliated with the Operator who had their permit revoked or suspended within the prior twelve (12) months.

- (4) *Expiration.* A Mobile Food Service Permit expires on the date twelve (12) months after issuance and may be renewed provided that all City requirements are met and the license has not been suspended or revoked.

- (5) *Transferability.* A Mobile Food Service Permit may not be transferred except as part of the sale of an interest in a business holding the license or a sale of substantially all of the assets of a business holding the license.

- (6) *Enforcement.*

- a. *Warnings.* A City Code Enforcement Officer, Fire Marshal, or Planning Official may provide a written or verbal warning to any Operator for a violation of this section.
- b. *Notice of Violation.* A City Enforcement Officer shall issue a Notice of Violation to the mobile food service Operator for the following:
  1. A violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or
  2. Any violation that constitutes grounds for revocation of a mobile food service permit.

The Operator shall have two (2) weeks from the date of receiving the Notice of

Violation to bring the Mobile Food Vehicle into compliance with all applicable requirements.

- c. *Suspension.* A Mobile Food Service Permit shall be suspended by the City Enforcement Officer until reinstatement for the following reasons:
    - 1. A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;
    - 2. The required vehicle license, health permit, Mobile Food Vendor-Fire Safety Inspection, or business tax license for the Operator or the Mobile Food Service Vehicle has expired or been suspended, revoked, or otherwise terminated;
    - 3. The Operator fails to obtain or maintain the insurance coverages required by this section; and
    - 4. If the property owner withdraws consent that the Mobile Food Service Vehicle to use the property.
  - d. *Revocation.* The City shall revoke a Mobile Food Service Permit after two (2) suspensions within a twelve (12) month period. However, the Mobile Food Service Permit shall be immediately revoked for the following reasons:
    - 1. An Operator fails to obtain a permit upon expiration of the Temporary Permit as set forth in the Article, or
    - 2. The Operator operates in an unlawful manner or in after "reasons: "such a manner as to constitute a breach of the peace, interferes with the normal use of the right-of-way, or otherwise constitutes a menace to the health, safety, or general welfare of the public.
  - e. *Reinstatement.*
    - 1. *Suspension.* An Operator may apply for reinstatement of a suspended Mobile Food Service Permit by payment of a fee of \$50 to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
    - 2. *Revocation.* The City may allow an Operator to reapply for a Mobile Food Service Permit after three (3) months from the date of revocation, provided the Operator corrects all circumstances that led to the violations, and the Operator pays a fee of \$50 to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that led to the suspension.
- (7) *Notice.* Upon denial, suspension or revocation of a Mobile Food Service Permit, the City shall give notice to the Operator in writing. There shall be no refund of any other fee(s) paid to the City.
- (8) *Appeal.* Notice of Violation, revocation, or suspension may be appealed by submitting a written appeal to the City Administrator or their designee. A decision will be based upon a written summation of the facts submitted to the City by the permit holder. Any decision made is final.



## **SECTION 9-503 - Locations and hours of operation.**

It is a violation to operate a Mobile Food Service Vehicle at any location or at any time except in compliance with the requirements of this article.

### **(1) Food Trucks**

- a. *Public Property.* Food Trucks shall not operate on City property unless associated with an approved Special Occasion Permit.
- b. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.
- c. *Private property.* Food Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial District - subject to the following conditions:
  1. *Permission.* Food Truck vendors selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.
  2. *Unimproved Properties.* Food Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.
  3. *Hours of operation.* Food Trucks may not locate or operate longer than eighteen (18) consecutive hours at a location on privately owned property.
  4. *Existing Parking Spaces.* Food Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.
  5. *Products Sold.* Food Trucks may only sell food and non-alcoholic beverages.
  6. *Restroom Facility.* Food Trucks operating at a location for a duration of more than three (3) hours must have a written agreement, available upon request by the City, that permits employees to have access to a flushable restroom and a sink for washing hands no more than 450 feet from the vending location during all hours of operation.

### **(2) Ice Cream Trucks**

- a. *Right-of-way.* An Ice Cream Truck shall not operate from the right-of-way at any one location for more than 15 minutes without relocating to another location not less than one-quarter mile from the previous location unless

associated with an approved Special Occasion Permit.

- b. *Private property.* Ice Cream Trucks may operate on private property in the following districts: Office Medical Professional, Office Medical Professional-Restricted, Limited Business, Intermediate Business, Central Business, Limited Industrial, Heavy Industrial, Airpark Light Industrial, Tourist Accommodation, Mixed Use, and Planned Commercial district - subject to the following conditions:
  1. *Permission.* Ice Cream Trucks selling to the public from private property shall have the written permission of the property owner; proof of permission shall be made available to the City immediately upon request.
  2. *Farmer's Market/Downtown Green.* Food Trucks shall not operate on the Farmer's Market or Downtown Green property without a signed Farmers Market Application for Food Vendors approved by the Crossroads Downtown Partnership.
  3. *Unimproved Properties.* Ice Cream Trucks may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved and has paved ingress and egress.
  4. *Hours of operation.* Ice Cream Trucks may operate after 10:00 a.m. and before sunset unless a Special Event Permit has been secured.
  5. *Existing Parking Spaces.* Ice Cream Trucks may not take up the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.
  6. *Products Sold.* Ice Cream Trucks may only sell food and non-alcoholic beverages.

## **SECTION 9-504     Operating requirements.**

### **(1) *Vehicle Requirements.***

- a. *Design and Construction.* Mobile Food Service Vehicles shall be specifically designed and constructed for the purpose of the preparation and sale of the specific type of food or non-alcoholic beverages being sold. The Mobile Food Service Vehicle may not operate in any manner that is not safe and is not compatible with the purpose for which the vehicle has been designed and constructed.
- b. *Licensing.* Mobile Food Service Vehicles shall be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles. All products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.
- c. *Compliance.* Vendors of food or beverages shall comply with all applicable state and local health laws regulating the preparation, handling, and presentation of

food.

(2) *Right-of-Way.*

Food Trucks in public rights-of-way shall be prohibited unless a Special Event Permit has been secured.

(3) *Business Access.* No Mobile Food Service Vehicle may operate in a location that impedes the ingress to, egress from the property or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.

(4) *Distance between Units.* A Mobile Food Service Vehicle may not operate within ten (10) feet of any other Mobile Food Service Vehicle.

(5) *Types of Cooking Apparatuses.* Open flame cooking (other than with a gas range specifically constructed and designed within the Food Truck) either within or outside a Mobile Food Service Vehicle is prohibited, except where such activity is specifically permitted by the Fire Department.

(6) *Noise.* Amplified music or other sounds from any Mobile Food Service Vehicles may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles or be in violation of the City's Noise Ordinance.

(7) ~~*Commissary.* If the Operator has a fixed, non-mobile establishment or any other place that is used for the storage of supplies, the preparation of food to be sold or served at or by Mobile Food Service Vehicle, or the cleaning and servicing of the Mobile Food Service Vehicle, such a commissary location within the City cannot be located in any residential zoning district; unless such commissary complies with all applicable zoning regulations, building code requirements, and requirements of the Morristown Utilities Commission and the Hamblen County Health Department.~~

*Commissary.* A commissary used for the storage of supplies, the preparation of food to be sold or served at or by the Mobile Food Service Vehicle, or the cleaning and servicing of the Mobile Food Service Vehicle may not be located in any residential zoning district. Any such commissary shall comply with all applicable zoning regulations, building code requirements, and requirements of the Morristown Utilities Commission and the Hamblen County Health Department.

(8) *Utilities.* All Mobile Food Service Vehicles shall comply with the City's electrical code and any power, water, or sewage required for the Mobile Food Service Vehicle shall be self-contained and shall not use utilities drawn from other sources.

(9) *Fire Extinguishers Required.* All Food Trucks must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any Mobile Food Service Vehicle that produces grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K- Class fire extinguisher that is certified annually by a licensed company.

- (10) *Support Methods.* No Mobile Food Service Vehicle may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
- (11) *Pedestrian Service Only.* Mobile Food Service Vehicles shall serve pedestrians only; drive-up, drive-thru, or drive-in service is prohibited.
- (12) *Waste Collection.* The area of a Mobile Food Service Vehicle operation must be kept neat and orderly at all times. The Operator must provide proper trash receptacles for public use that are sufficient and suitable state to contain all trash generated by the Mobile Food Service Vehicle during the period of operation at a location. All trash within the area, regardless of the source, must be removed. All garbage and trash receptacles must be removed from the site when full - even if they are filled prior to the planned departure time of the Mobile Food Service Vehicle from a location.
- (13) *Signage.* Mobile Food Service Vehicles are limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6") from the exterior of the Unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic.
- (14) *Alcohol sales.* Mobile Food Service Vehicles shall not sell alcoholic beverages.
- (15) *Insurance Requirements.* Mobile Food Service Vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.
- a. Food Trucks operating on City public property are required at all times to maintain insurance coverage in the form and amounts required by the City. In the event the required coverage is not properly maintained, the Operator's Mobile Food Service Permit will be immediately revoked. The failure of the Operator to notify the City of any change in coverage will preclude the Operator from obtaining a permit for a period of three (3) months from the date the City learns of the failure to provide the required notification of change.
  - b. Ice Cream Trucks shall not operate on City property other than within the right-of-way, except upon obtaining a Special Event Permit from the City, and shall be required to obtain insurance consistent with the type of operation permitted.
- (16) *Posting of Permit/License.* The Food Truck Operator shall conspicuously post the Mobile Food Service permit and the state or county health department license within the Mobile Food Service Vehicle.

**ORDINANCE NO. 3613**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 8, Chapter 10, and Chapter 11, regarding Short Term Rental Units be amended to states:

**14-203. DEFINITIONS**

**OCCUPANCY** The use or possession, or the right to the use or possession, of any room, lodgings, or accommodations in any short-term rental unit.

**OPERATOR** The person or entity, if applicable, offering a short-term rental unit, whether as the owner, lessee, or otherwise.

**SHORT-TERM RENTAL UNIT (STRU)** A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping and which is offered to transients for consideration for a period of up to thirty (30) consecutive calendar days. "Short-term rental unit" shall not include hotels, inns, motels, bed and breakfasts properly approved by the city, or campgrounds; or dwelling units rented according to a landlord/tenant lease agreement.

**TRANSIENT** Any person who exercises Occupancy or is entitled to Occupancy of any rooms, lodging, or accommodation in a Short-Term Rental Unit for a period of less than thirty (30) consecutive calendar days.

**OWNER OCCUPIED SHORT-TERM RENTAL UNIT (OOSTRU)** A dwelling unit where the property owner permanently resides in the principal residential unit with which the STRU is associated or on the same lot. An OOSTRU permit can only be issued to an owner of the property who resides on the property. A person can only hold one (1) OOSTRU permit in the city. The owner is not required to remain or be present at the short-term rental unit during the occupancy. The rental is limited to three (3) bedrooms.

**NON-OWNER OCCUPIED SHORT-TERM RENTAL UNITS (NOSTRU)** A short-term rental unit that is operated by an owner or lessee of the property who does not reside on the property.

**14-228. HOME OCCUPATION**

4. Owner-Occupied Short-Term Rental Units (OOSTRU) A OOSTRU is an owner occupied short-term rental unit (STRU). OOSTRUs are permitted only as a Use on Review in any district where single family uses are permitted:

- a. No person or entity shall operate an OOSTRU or advertise a residential property for use as an OOSTRU without the owner of the property first having obtained an OOSTRU permit issued by the Planning Department.
- b. The principal renter of an OOSTRU shall be at least twenty-one (21) years of age.
- c. With the exception of the Central Business District, the operator shall provide two (2) paved on-premise parking spaces for the principle single-family residence and one (1) paved on-premise parking space for each two guest bedrooms. Vehicles shall not be parked on front lawns.

- d. The maximum number of paying adult guests permitted on a STRU property at any one time shall not exceed more than twice the number of bedrooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed.

For example: a three (3) bedroom STRU would allow a maximum of ten (10) individuals (3 bedrooms x 2 plus 4 equals ten (10)).

- e. Signs, advertising, or any other displays on the property indicating that the dwelling unit is being utilized, in whole or in part, as an STRU are prohibited.
- f. All STRU occupants shall abide by all applicable noise restrictions listed in Section 11-202 of the Morristown Code of Ordinances.
- g. Each STRU shall provide the following life safety equipment on the premises. The equipment shall be and installed to manufacturer specifications:
  - 1. Smoke alarms shall be installed in all the following locations;
    - i. In all sleeping rooms;
    - ii. Outside of each separate sleeping area, in the immediate vicinity of the sleeping rooms; and
    - iii. On each occupiable level of the dwelling unit, including basements.
  - 2. Carbon monoxide alarms or carbon monoxide detectors shall be installed where any of the following conditions exists:
    - i. Dwelling units with attached garages;
    - ii. Dwelling units containing fuel-burning appliances;
    - iii. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the sleeping rooms; and
    - iv. On every occupiable level of the dwelling unit, including basements, but excluding attics and crawl spaces.
  - 3. A fire extinguisher.

Occupancy hazard protection shall be provided by fire extinguishers for such Class A, B, C, D, or K fire potentials as might be present with a minimum rating of 2A:10BC.

Fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire.

Fire extinguishers shall be located along normal paths of travel, including exits from areas.

4. Every smoke and carbon monoxide alarm must function properly with the alarm sounding after pushing the test button and the fire extinguisher must be tested annually by an authorized, licensed fire extinguisher contractor. It shall be unlawful to operate a short-term rental unit without a smoke alarm, carbon monoxide detector, or fire extinguisher as required by this section.
- h. A local contact person shall be designated by the operator, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of:
1. Being able to physically respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the short-term rental unit;
  2. Taking remedial action necessary to resolve any such complaints; and
  3. The name and telephone number of the local contact person party shall be conspicuously posted within the STRU unit.
  4. The dates of garbage/recycling bin pickup shall be conspicuously posted within the STRU unit. Ultimately, the owner of the property is responsible for proper and timely disposal of all garbage and recyclables.
- i. Denial or Revocation of Permit.
1. The operator failed to comply with permit conditions of the previous year.
  2. The Code Enforcement Officer shall notify the permit holder of any complaints received. Upon the filing of three (3) or more complaints within a calendar year regarding a STRU permit, the Code Enforcement Officer may revoke the STRU permit.
  3. If the Codes Enforcement Officer determines that violations of this section or any other ordinance or law relating to STRUs have occurred, the permit to operate a STRU may be revoked.

4. Before revoking any permit, the Codes Enforcement Officer shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
  5. Any revocation of a STRU permit may be appealed to the Board of Zoning Appeals as an administrative appeal pursuant to section 14-2004.1 of the Morristown Zoning Ordinance.
  6. The operator fails to pay applicable taxes, including but not limited to hotel occupancy privilege tax, sales taxes, and gross receipt taxes.
- j. Nonconforming Use.

The owner of nonconforming STRU may continue to operate the unit provided they can submit documentation demonstrating they have paid at least six months of sales taxes on rentals during a 12-month period prior to enactment of rules. The owners must continue to maintain a valid Short-Term Rental Unit Permit.

#### CHAPTER 8, (OMP) OFFICE, MEDICAL AND PROFESSIONAL DISTRICT

##### 14-803.38 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

#### CHAPTER 8B, (OMP-R) OFFICE, MEDICAL AND PROFESSIONAL-RESTRICTED DISTRICT

##### 14-8B03.16 Non-Owner Occupied Short-Term Rental Units

- b. Meet all conditions under 14-228.4

#### CHAPTER 9, (LB) LOCAL BUSINESS DISTRICT

##### 14-903.17 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

#### CHAPTER 10, (IB) INTERMEDIATE BUSINESS DISTRICT

##### 14.1003.13 Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4



CHAPTER 11, (CB) CENTRAL BUSINESS DISTRICT

14-1103.43            Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

CHAPTER 16, (TA) TOURIST ACCOMMODATION DISTRICT

14-1603.8            Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

CHAPTER 25, (MUD) MIXED USE DISTRICT

14-2503.24           Non-Owner Occupied Short-Term Rental Units

- a. Meet all conditions under 14-228.4

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

Passed on first reading this the 3<sup>rd</sup> day of July 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Passed on second and final reading this the 17<sup>th</sup> day of July 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING**  
**PAYMENT OF ELECTRIC TAX EQUIVALENT.**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown utility Commission is hereby directed to pay the following amount of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

Jurisdiction	Amount
City of Morristown	\$1,291,721.93 (77.5%)
Hamblen County	<u>\$ 375,016.05</u> (22.5%)
Total In-Lieu Tax Payable	\$1,666,737.98

Adopted this the 17<sup>th</sup> day of July 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

MORRISTOWN UTILITIES COMMISSION

441 West Main Street

P.O. Box 667

Morristown, Tennessee 37815

Phone: (423) 586-4121 Fax: (423) 587-6590

[www.musfiber.net](http://www.musfiber.net)

November 30, 2017

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

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2018 on the next available City Council meeting agenda. Copies of the resolution passed November 30, 2017 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2017 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'C. Rucker', followed by a long horizontal flourish.

Clark Rucker  
Assistant General Manager

**RESOLUTION 2017-11-01**

**DIRECTING PAYMENT OF TAX EQUIVALENT**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2017 and ending June 30, 2018:

Jurisdiction	Amount
City of Morristown	\$1,291,721.93 (77.5%)
Hamblen County	<u>\$ 375,016.05</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$1,666,737.98</u>

**PASSED** this 30<sup>th</sup> day of Nov., 2017.

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING**  
**PAYMENT OF WASTEWATER TAX EQUIVALENT.**

BE IT RESOLVED by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Total In-Lieu Tax Payable	\$571,815
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Adopted this the 17<sup>th</sup> day of July 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

MORRISTOWN UTILITIES COMMISSION

441 West Main Street

P.O. Box 667

Morristown, Tennessee 37815

Phone: (423) 586-4121 Fax: (423) 587-6590

[www.musfiber.net](http://www.musfiber.net)

June 28, 2018

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

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2018 on the next available City Council meeting agenda. Copies of the resolution passed June 28, 2018 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2017 plant assets. The formulas and methods of calculation are those set forth by the State of Tennessee.

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

Sincerely,

A handwritten signature in black ink, appearing to read "C. Rucker", with a stylized flourish at the end.

Clark Rucker  
Assistant General Manager

**RESOLUTION 2018-06-07**

**DIRECTING PAYMENT OF TAX EQUIVALENT  
WASTEWATER**

**BE IT RESOLVED** by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2017 and ending June 30, 2018:

FY 2018 In-Lieu Tax Payable

\$ 571,815

**PASSED** this 28 day of June, 2018.

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary

RESOLUTION NUMBER \_\_\_\_\_

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED  
TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS  
(\$24,500,000) GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN,  
TENNESSEE

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, water system, sewer system, electric distribution system, cable television and internet system, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$24,500,000 which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, provided that the portions of the bonds that finance improvements to storm water drainage systems, the water system, the sewer system, the electric distribution system and the cable television and internet system of the Municipality shall also be payable from but not secured by the revenues of such respective systems.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$24,500,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

#### NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Anthony W. Cox, City Administrator



Adopted and approved this 17<sup>th</sup> day of July, 2018.

---

Gary Chesney, Mayor

ATTEST:

---

Anthony W. Cox, City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on July 17, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$24,500,000 General Obligation Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Recorder

(SEAL)

25074972.1

MORRISTOWN UTILITIES COMMISSION

441 West Main Street

P.O. Box 667

Morristown, Tennessee 37815

Phone: (423) 586-4121 Fax: (423) 587-6590

[www.musfiber.net](http://www.musfiber.net)

June 28, 2018

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

Dear Sir,

Please see the attached Debt Resolution for Morristown Utilities Commission. If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in dark ink, appearing to read "C. Rucker", with a stylized flourish at the end.

Clark Rucker  
Assistant General Manager

## **RESOLUTION 2018-06-06**

### **MUC DEBT RESOLUTION**

**WHEREAS**, the City of Morristown, Tennessee (the "Municipality") now owns and operates through the Morristown Utilities Commission (the "Board") an electrical power distribution system, a water system, a waste water system and a FiberNET system (collectively, the "Systems"); and

**WHEREAS**, the Municipality has previously issued its certain general obligation bonds and other obligations (the "Outstanding Obligations"), the proceeds of which were used to finance or refinance improvements to the Systems; and

**WHEREAS**, the Board has determined that it is advantageous and in the best interest of the Municipality to refinance and refund certain of the Outstanding Obligations in order to mitigate the risks of variable rate debt and for other purposes by the issuance of general obligation bonds that shall additionally be payable from the revenues of the Systems and to borrow additional funds to make improvements to the Systems.

**NOW THEREFORE, BE IT RESOLVED** by the Morristown Utilities Commission, as follows:

Section 1. For the purpose of providing funds to refund certain of the Outstanding Obligations, to pay the cost of additional improvements to the Systems and to pay all costs incident to the issuance and sale of the bonds described herein, the Board hereby recommends to the City Council of the Municipality that the City Council of the Municipality adopt a resolution authorizing the issuance and sale of general obligation bonds of the Municipality in the aggregate principal amount of approximately \$75,000,000. The bonds shall be issued in fully registered, book-entry only form, without coupons, shall be known as "General Obligation Refunding and Improvement Bonds" (the "Bonds") or such other designation as is approved by the Municipality and shall have such series designation and dated date as shall be determined at the time of sale. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by law and shall mature annually with the last maturity occurring not later than 2038, with such changes and adjustments as are permitted by the resolution of the City Council of the Municipality subject to the approval of the General Manager of the Systems.

The Bonds shall be general obligation bonds of the Municipality but shall be payable from a pledge of the income and revenues to be derived from the operation of the Systems, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said Systems, and to any obligations with prior liens on such revenues.


The General Manager of the Systems and the Chief Financial Officer, in consultation with the appropriate officers and staff of the Municipality, are authorized and directed to establish the specific terms of the Bonds and the resolution authorizing said Bonds and present said resolution to the City Council of the Municipality for adoption and to identify the specific Outstanding Obligations to be refunded.

Section 2. Upon adoption by the City Council of the resolution authorizing the Bonds, the Municipality is hereby requested to sell the Bonds in accordance with applicable laws. The Bonds shall have such terms as set forth in the resolution presented to the City Council of the Municipality for adoption, as such terms may be modified pursuant to said resolution. The General Manager, Chief Financial Officer, Chairman, Secretary and Treasurer of the Board, or any of them are hereby authorized to take such actions and do such things as shall be necessary to cause the Bonds to be offered for sale and delivered, including participating in the preparation of an offering document and execution of closing documents.

Section 3. The Board recognizes that the Municipality has retained or will retain a municipal advisor to assist the Municipality with the issuance of the Bonds, and the Board may retain its own municipal advisor, at its expense, in connection with the issuance of the Bonds.

Section 4. Any officer of the Board or the General Manager and/or Chief Financial Officer of the Systems is hereby authorized to execute and deliver all certificates and documents as either shall deem necessary and advisable in connection with the sale and delivery of the Bonds.

PASSED this 28 day of June, 2018.

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$70,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Morristown, Tennessee (the "Municipality"), by resolution of its City Council, to issue and sell bonds to finance public works projects and to refund and refinance outstanding indebtedness; and

WHEREAS, the Municipality has previously incurred indebtedness pursuant to a Loan Agreement dated as of May 2, 2008, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality, two Loan Agreements dated as of September 1, 2008, between the Clarksville Authority and the Municipality, a Loan Agreement dated as of November 26, 2008, between the Clarksville Authority and the Municipality, and a Loan Agreement dated as of January 3, 2013, between the Clarksville Authority and the Municipality and a Loan Agreement dated as of July 9, 2008, between The Public Building Authority of the County of Montgomery, Tennessee (the "Montgomery Authority") and the Municipality (collectively, the "Outstanding Loans "); and

WHEREAS, in order to fund the Outstanding Loans, the Clarksville Authority and the Montgomery Authority, respectively, issued bonds (the "Prior Bonds") under Indentures of Trust (the "Authority Indentures") between the Clarksville Authority or the Montgomery Authority, as the case may be, and corporate trustees acting under such Authority Indentures (the "Prior Trustees");

WHEREAS, all or a portion of the Outstanding Loans can now be refunded for the purpose of reducing the exposure of the Municipality to variable rate indebtedness; and

WHEREAS, the Municipality has also determined that it is necessary and advisable to issue its bonds for the purpose of financing in whole or in part, (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, water system, sewer system, electric distribution system, cable television and internet system, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment; (ii) the acquisition of all property, real or personal, appurtenant thereto, or connected with such public works projects; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement of the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, contemporaneously with the adoption of this resolution, the Governing Body has adopted an Initial Resolution proposing the issuance of not to exceed \$24,500,000 in the aggregate principal amount of general obligation bonds, the proceeds of which shall be used to finance the public works project described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, a plan of refunding relating to refinancing of the Outstanding Loans has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon (the "Refunding Report"), a copy of which has been made available to the members of the City Council of the Municipality and is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$70,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

Section 1.     Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2.     Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$70,000,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Financial Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(h) "Mayor" shall mean the Mayor of the Municipality.

(i) "Governing Body" means the City Council of the Municipality.

(j) "Projects" means, in whole or in part, (i) the acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, water system, sewer system, electric distribution system, cable television and internet system, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment and (ii) the acquisition of all property, real or personal, appurtenant thereto, or connected with such public works projects.

(k) "Refunded Indebtedness" means the maturities or portions of maturities of the Outstanding Loans designated for refunding by the Mayor pursuant to the terms hereof.

(l) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

### Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

(c) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds is expected to result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness as well as reducing the Municipality's exposure to variable rate indebtedness, thereby effecting a cost savings to the public.

(d) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

### Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; the refunding of the Refunded Indebtedness; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$70,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted



hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%), payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2018. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2019 through 2042, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2029 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

If less than all of the Bonds within a single maturity of Term Bonds shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a

certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The portions of the Bonds (based on allocation of Bonds and Bond proceeds as determined by the Municipality) that finance, respectively, improvements to the storm water drainage systems, water system, sewer system, electric distribution system and cable television and internet system of the Municipality shall be additionally payable from but not secured by the respective revenues of such systems.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HAMBLEN  
CITY OF MORRISTOWN, TENNESSEE  
GENERAL OBLIGATION BOND, SERIES 2018

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2018, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent

(the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on June 1, 2029 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is provided above for optional redemptions. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the



Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository (or if no Depository the affected Bondholders) that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality to finance the cost, in whole or in part, of (i) the acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and

related equipment, parks and recreation facilities, public buildings, storm water drainage systems, water system, sewer system, electric distribution system, cable television and internet system, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological (collectively, the "Projects") (ii) the acquisition of all property, real or personal, appurtenant thereto, or connected with such Projects; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) refinancing the Municipality's outstanding indebtedness under a Loan Agreement dated as of May 2, 2008, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality, two Loan Agreements dated as of September 1, 2008, between the Clarksville Authority and the Municipality, a Loan Agreement dated as of November 26, 2008, between the Clarksville Authority and the Municipality, and a Loan Agreement dated as of January 3, 2013, between the Clarksville Authority and the Municipality and a Loan Agreement dated as of July 9, 2008, between The Public Building Authority of the County of Montgomery, Tennessee and the Municipality; and (vi) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on July 17, 2018 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator as of the date hereinabove set forth.

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Administrator

Transferable and payable at the  
principal corporate trust office of: \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of City of Morristown, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of a Medallion Program  
acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced

to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds including revenues of the systems as described in Section 5 hereof.

Section 8.      Sale of Bonds.

(a)      The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b)      If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c)      The Mayor is further authorized with respect to each series of Bonds to:

(1)      change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2)      change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3)      change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2018, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4)      establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the calendar year of the final maturity described in Section 4 hereof; (C) the debt service schedule for that portion of the Bonds refunding the Refunded Bonds shall not be materially different than what was presented to the State Director in connection with the Refunding Report and (D) the debt service payments on the Bonds shall not result in the Bonds being balloon indebtedness requiring the approval of the State Director;

(5)      adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6)      refund less than all of the Outstanding Loans;

(7)      sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Administrator are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until the passage of twenty (20) days from the date of publication of the Initial Resolution, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9.      Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refinance the Outstanding Loans shall be applied to the refinancing thereof by complying with the terms of prepayment thereof and by taking such actions as are required under the Prior Indentures to cause the redemption of the outstanding Prior Bonds, including giving such notices as are required for such prepayment and redemption to the Prior Trustees.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2018 Project Fund (the "Project Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The

Municipality shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Project Fund shall be invested, to the extent possible, in such investments as shall be permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date

(provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, "Defeasance Obligations" shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

#### Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be

placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 17<sup>th</sup> day of July, 2018.

---

Gary Chesney, Mayor

Attest:

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Anthony W. Cox, City Administrator



STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on July 17, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Bonds.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Administrator

EXHIBIT A

REPORT OF DIRECTOR OF STATE AND LOCAL FINANCE

25075579.2

MORRISTOWN UTILITIES COMMISSION

441 West Main Street

P.O. Box 667

Morristown, Tennessee 37815

Phone: (423) 586-4121 Fax: (423) 587-6590

[www.musfiber.net](http://www.musfiber.net)

June 28, 2018

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

Dear Sir,

Please see the attached Debt Resolution for Morristown Utilities Commission. If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Rucker', with a stylized flourish at the end.

Clark Rucker  
Assistant General Manager

## **RESOLUTION 2018-06-06**

### **MUC DEBT RESOLUTION**

**WHEREAS**, the City of Morristown, Tennessee (the "Municipality") now owns and operates through the Morristown Utilities Commission (the "Board") an electrical power distribution system, a water system, a waste water system and a FiberNET system (collectively, the "Systems"); and

**WHEREAS**, the Municipality has previously issued its certain general obligation bonds and other obligations (the "Outstanding Obligations"), the proceeds of which were used to finance or refinance improvements to the Systems; and

**WHEREAS**, the Board has determined that it is advantageous and in the best interest of the Municipality to refinance and refund certain of the Outstanding Obligations in order to mitigate the risks of variable rate debt and for other purposes by the issuance of general obligation bonds that shall additionally be payable from the revenues of the Systems and to borrow additional funds to make improvements to the Systems.

**NOW THEREFORE, BE IT RESOLVED** by the Morristown Utilities Commission, as follows:

Section 1. For the purpose of providing funds to refund certain of the Outstanding Obligations, to pay the cost of additional improvements to the Systems and to pay all costs incident to the issuance and sale of the bonds described herein, the Board hereby recommends to the City Council of the Municipality that the City Council of the Municipality adopt a resolution authorizing the issuance and sale of general obligation bonds of the Municipality in the aggregate principal amount of approximately \$75,000,000. The bonds shall be issued in fully registered, book-entry only form, without coupons, shall be known as "General Obligation Refunding and Improvement Bonds" (the "Bonds") or such other designation as is approved by the Municipality and shall have such series designation and dated date as shall be determined at the time of sale. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by law and shall mature annually with the last maturity occurring not later than 2038, with such changes and adjustments as are permitted by the resolution of the City Council of the Municipality subject to the approval of the General Manager of the Systems.

The Bonds shall be general obligation bonds of the Municipality but shall be payable from a pledge of the income and revenues to be derived from the operation of the Systems, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said Systems, and to any obligations with prior liens on such revenues.

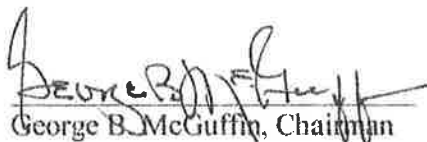
The General Manager of the Systems and the Chief Financial Officer, in consultation with the appropriate officers and staff of the Municipality, are authorized and directed to establish the specific terms of the Bonds and the resolution authorizing said Bonds and present said resolution to the City Council of the Municipality for adoption and to identify the specific Outstanding Obligations to be refunded.

Section 2. Upon adoption by the City Council of the resolution authorizing the Bonds, the Municipality is hereby requested to sell the Bonds in accordance with applicable laws. The Bonds shall have such terms as set forth in the resolution presented to the City Council of the Municipality for adoption, as such terms may be modified pursuant to said resolution. The General Manager, Chief Financial Officer, Chairman, Secretary and Treasurer of the Board, or any of them are hereby authorized to take such actions and do such things as shall be necessary to cause the Bonds to be offered for sale and delivered, including participating in the preparation of an offering document and execution of closing documents.

Section 3. The Board recognizes that the Municipality has retained or will retain a municipal advisor to assist the Municipality with the issuance of the Bonds, and the Board may retain its own municipal advisor, at its expense, in connection with the issuance of the Bonds.

Section 4. Any officer of the Board or the General Manager and/or Chief Financial Officer of the Systems is hereby authorized to execute and deliver all certificates and documents as either shall deem necessary and advisable in connection with the sale and delivery of the Bonds.

PASSED this 28 day of June, 2018.

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary

**RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN TO  
PARTICIPATE IN THE POOL'S "SAFETY PARTNERS" 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 for the City of Morristown employees; and

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

WHEREAS, the City of Morristown now seeks to participate in this important 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 *"Safety Partners" Matching Grant Program* through The Pool.

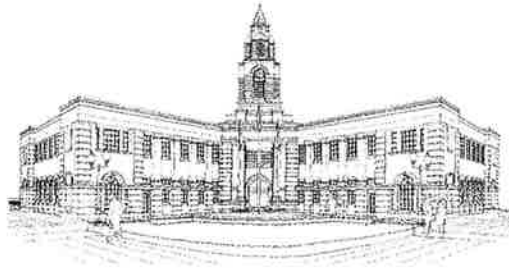
Section 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 17<sup>th</sup> day of July 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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



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

**Date:** July 13, 2018

**Agenda Item:** Approval of Bid – Heritage Park Phase I

**Prepared by:** Joey Barnard

**Subject:** Recommendation of Bid

**Action options/Recommendations:** Due to the timing of the bid openings, the Recommendation of Award from Lose Design will be provided at the July 17, 2018 meeting.



June 26, 2018

Mr. Joey Barnard  
Assistant City Administrator  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

**Contract Amendment No. 1**  
**Between City of Morristown & Lose & Associates, Inc. DBA Lose Design**  
**Morristown Public Works Compound**  
**Contract Dated January 13, 2017**  
**Lose & Associates Job Number 17007**

This letter shall serve as contract Amendment No. 1 for the City of Morristown Public Works Compound design service. Contract Amendment No. 1 will cover the following services:

1. Expanded design services and construction administration services for the expanded scope and budget for the site development, architectural plans and development of multiple bid packages for the project.


**Fees: Amendment No. 1**

**Fees will be adjusted from 6.25% of construction cost to 5.75% of construction cost.**

Terms and Conditions outlined in the original contract dated January 13, 2017 will govern the work included in Amendment.

ACCEPTED: This \_\_\_\_ day of \_\_\_\_\_, 2018    ISSUED: This 26<sup>th</sup> day of June 2018

\_\_\_\_\_  
Client's signature

  
Chris Camp, ASLA  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

NASHVILLE | 2809 FOSTER AVENUE NASHVILLE, TN 37210 | 615.242.0040  
ATLANTA | 220 W CROGAN ST, SUITE 100 LAWRENCEVILLE, GA 30064 | 770.338.0017  
KNOXVILLE | 9724 KINGSTON PIKE, SUITE 1404 KNOXVILLE, TN 37922 | 865-409-1424





June 26, 2018

Mr. Joey Barnard  
Assistant City Administrator  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

**Contract Amendment No. 1  
Between City of Morristown & Lose & Associates, Inc. DBA Lose Design  
Morristown Park Grant Projects  
Contract Dated December 12, 2016  
Lose & Associates Job Number 16236**

This letter shall serve as contract Amendment No. 1 for the City of Morristown LPRF Park Grant Projects design service. Contract Amendment No. 1 will cover the following services:

1. Expanded design services to complete plan submittal requirements of LPRF grant program.
2. Expanded coordination services with State of Tennessee required to complete LPRF grant program submittals.
3. Deed research and development of deed maps and submittal documents required to meet LPRF grant requirements.
4. Increase in project duration caused by LPRF grand program requirements.

**Fees: Amendment No. 1**

**Fees will be adjusted from \$77,826.00 to \$137,826.00.**

Terms and Conditions outlined in the original contract dated December 12, 2016 will govern the work included in Amendment.



ACCEPTED: This \_\_\_\_ day of \_\_\_\_\_, 2018    ISSUED: This 26<sup>th</sup> day of June 2018

A handwritten signature in blue ink that reads "Chris Camp". The signature is fluid and stylized, with the first and last names being clearly legible.

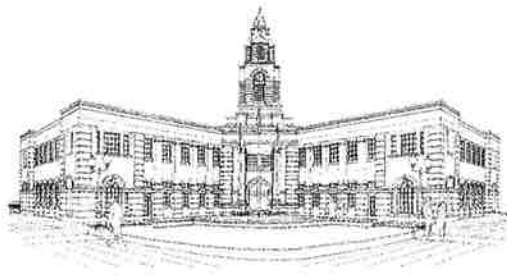
Chris Camp, ASLA  
President

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

NASHVILLE | 2809 FOSTER AVENUE NASHVILLE, TN 37210 | 615.242.0040  
ATLANTA | 220 W CROGAN ST, SUITE 100 LAWRENCEVILLE, GA 300646 | 770.338.0017  
KNOXVILLE | 9724 KINGSTON PIKE, SUITE 1404 KNOXVILLE, TN 37922 | 865-409-1424



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

**Date:** July 13, 2018

**Agenda Item:** Approval of Contract for Community Center Design

**Prepared by:** Joey Barnard

**Subject:** Community Center

**Action options/Recommendations:** Due to the timing, the contract is not available for agenda packets, but will be provided at the July 17, 2018 meeting.

## **UNDERSTANDING**

The City of Morristown requires professional design services to develop a new Community Center. The community center will include indoor aquatic elements, a gymnasium, fitness facilities, multi-purpose programming rooms, climbing elements, indoor walking track, community events space, a caterer's kitchen and supporting administrative spaces and locker rooms as outlined in Morristown Recreation Center program report dated January 2017. As part of the scope the design consultant will develop architectural, aquatic, civil engineering and landscape plans required to obtain building permits and bid the project. For this phase of the project the drawings will be completed to a design development level. The community center will be developed on a site adjacent to the new public works compound and proposed park.

## **APPROACH**

The following methodology is one that we have found to be most efficient in the delivery of 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**

#### **TASK 1.**

To initiate the planning for the project will be to review previous building site needs studies and geotechnical reports developed by the city. This will be followed by a meeting with city staff to go over the proposed building and site development needs for the near term as well as long term for the community center. Following this meeting the design team will begin development of design alternatives.

Lose & Associates team members will meet with community planning and zoning staff to coordinate plan concepts. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction.

#### **Conceptual Plan**

A conceptual plan for the building will be developed based on the approved master plan concept plan that was developed along with the feasibility study. We will meet with city staff to review the master plan concept and refine the program for the building. As part of this meeting we will have our aquatic consultant attend the meeting and develop a more detailed scope for all pool components. Comments will be recorded and used to make adjustments to the original master plan floor plan and several pool options will be developed. The building and site plan will be updated to reflect the new program, and a follow up meeting will be held with city staff. Comments will be recorded and used to advance the plans to construction drawings.

## TASK 2 Schematic Design

### Schematic Design:

Schematic plans will then be developed to a 35% level and plan submittals made for buildings, pools, road, parking, grading, layout, utilities, details, etc. During this process, we will continue to coordinate with City permitting staff to expedite the permitting of the construction documents. Along with the preliminary plans, we will develop a preliminary 35% opinion of probable cost. We will also prepare a preliminary list of project drawings and specification sections anticipated for the final package. As the plans are completed, we will hold a review meeting with the Client team.

## 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 and Aquatics Facility Programming and Concept Plan	\$25,000.00
TASK 2. Schematic Design	25% of 5.85 % of construction cost plus \$20,500 for aquatics design

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.**

**LOSE & ASSOCIATES, INC.**

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

**Professional Services Hourly Rate**

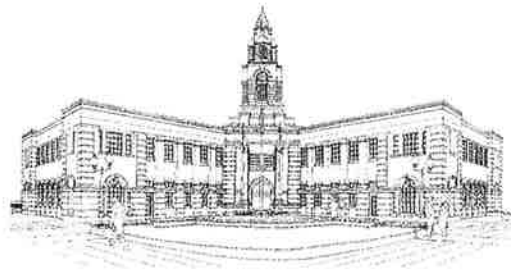
Principal/President.....	\$240.00
Executive Vice President.....	\$220.00
Vice President.....	\$200.00
Division Director I .....	\$185.00
Division Director II .....	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner .....	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$115.00
LA II, Architect II, Engineer II, Project Manager II.....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I	
BIM Specialist, GIS Specialist I, Assistant Graphic Designer I .....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II .....	\$90.00
Technician I.....	\$80.00
Interior Designer .....	\$95.00
Technician II .....	\$75.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II .....	\$35.00

**Reimbursable Expenses**

Consultants' Services	cost
Prints cost + 10%	
Long Distance Telephone Charges	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

January 1, 2018

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, 2019, at which time they may be adjusted by the Design Professional.



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

**Date:** July 13, 2018

**Agenda Item:** Approval of Change Order – East Tennessee Turf & Landscape

**Prepared by:** Joey Barnard

**Subject:** Public Works Phase I – Change Order

**Action options/Recommendations:** Due to the timing, the change order is not available for agenda packets, but will be provided at the July 17, 2018 meeting.



July 13, 2018

Larry Clark  
Administrative Services Director  
City of Morristown  
100 West First North St.  
Morristown, Tennessee 37814

RE: Recommendation of Award  
Freddie Kyle Greenway

Dear Mr. Clark:

Bids for the subject project were received at 100 West First North Street in Morristown, Tennessee and were publicly opened on July 12, 2018 at 2:00 PM. As shown below, a total of three (3) bids were received and opened. A Certified Bid Tabulation of all bids is attached for your review.

The bids can be summarized as follows:

Bidder	Base Bid
Whaley Construction, LLC	\$ 591,899.40
Summers-Taylor, Inc.	\$ 656,057.75*
Southern Constructors, Inc.	\$ 850,000.00

The low bid for the project was submitted by Whaley Construction, LLC and they provided all of the necessary bid documentation. The bid from Summers-Taylor, Inc. was found to be irregular (\*) due to differing dates on the Proposal Bond and Power of Attorney forms. As such, McGill Associates recommends that the Base Bid contract be awarded to Whaley Construction, LLC in the amount of \$591,899.40. This bid amount is approximately 8% lower than pre-bid construction estimate and almost identical to the low bid from the original advertisement.

Attached to this letter is the Certified Bid Tabulation, copies of the Bid Sign-in sheet and submitted bids for your review. Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,  
McGILL ASSOCIATES, P. A.

A handwritten signature in blue ink, appearing to read 'Jake Greear, P.E.', is written over the typed name.

Jake Greear P.E.  
Project Manager

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

Phone: 865-540-0801 • Fax: 865-595-4999



**City of Morristown, Tennessee**

**Freddie Kyle Greenway**

**PIN# 118523.01**

**STATE# 32LPLM-F3-048**

**FEDERAL PROJECT# TAP-9113(21)**

**Bid Opening**

**July 12, 2018 at 2:00 pm**

**This is to certify that the following Sealed Bids for the above project were received, publicly opened and read aloud in the City Hall Council Chambers, 100 W. First North St., Morristown, TN 37814.**



Engineering • Planning • Finance  
2240 Sutherland Avenue, Suite 2  
Knoxville, Tennessee 37919

**Project # 14.06525**



# SIGN IN SHEET

Freddie Kyle Greenway

PIN# 118523.01 STATE# 32LPLM-F3-048 FEDERAL# TAP-9113(21)

City of Morristown, Tennessee

Bid Opening: July 12, 2018 at 2:00 p.m.

City of Morristown, 100 West First North St., Morristown, TN 37814

COMPANY	REPRESENTATIVE	CONTACT EMAIL ADDRESS
Summers-Taylor Inc	John Bowman	johnb@summers-taylor.com
Mike Huenefeld	Mike Huenefeld	m.huenefeld@southernconstructorsinc.com
Jake Greear ←	McGill Associates	<del>JAKE.GREEAR@MCGILLENGINEERS.COM</del>
Cotton Madison	Whaley Construction, LLC	cmadison@whaleyconstructionllc.com
Larry Clark	COM	lclark@my.morrisdon.com

**BID SUMMARY**

**Freddie Kyle Greenway**  
**PIN# 118523.01 STATE# 32LPLM-F3-048 FEDERAL# TAP-9113(21)**  
**City of Morristown, Tennessee**

**Bid Opening: July 12, 2018 at 2:00 p.m.**

<b>CONTRACTOR</b>	<b>Base Bid</b>
Summers-Taylor, Inc.	\$ 656,057.75
King General Contractors, Inc.	
Southern Constructors, Inc.	\$ 50,000.00
Charles Blalock & Sons, Inc.	
Thomas Construction Company, Inc.	
Whaley Construction, LLC	\$ 591,899.40

CERTIFIED BID TABULATION				Whaley Construction, LLC		Summers-Taylor, Inc.		Southern Constructors, Inc.		ENGINEER'S ESTIMATE	
Freddie Kyle Greenway PIN# 118523.01 STATE# 32LPLM-F3-04# FEDERAL# TAP-#113(21) City of Morristown, Tennessee Bid Bond (5%)				820 Gists Creek Rd, Sevierville, TN 37876		P.O. Box 1628 Elizabethton, TN 37644-1628		P.O. Box 9476 Knoxville, TN 37940			
Addenda Acknowledged				yes		yes		yes			
ITEM	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
201-01	Clearing and Grubbing	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 9,750.00	\$ 9,750.00	\$ 10,000.00	\$ 10,000.00	\$ 9,750.00	\$ 9,750.00
202-03	Removal of Rigid Pavement, Sidewalk, Etc.	S.Y.	3,365	\$ 5.31	\$ 17,868.15	\$ 10.80	\$ 36,342.00	\$ 25.00	\$ 84,125.00	\$ 9.25	\$ 31,126.25
203-01	Road and Drainage Excavation (Unclassified)	C.Y.	10	\$ 50.00	\$ 500.00	\$ 85.00	\$ 850.00	\$ 45.00	\$ 450.00	\$ 85.00	\$ 850.00
203-03	Borrow Excavation (Unclassified)	C.Y.	8,000	\$ 20.00	\$ 160,000.00	\$ 15.50	\$ 124,000.00	\$ 30.00	\$ 240,000.00	\$ 15.50	\$ 124,000.00
203-04	Placing and Spreading Topsoil	C.Y.	530	\$ 8.00	\$ 4,240.00	\$ 28.50	\$ 15,105.00	\$ 45.00	\$ 23,850.00	\$ 28.50	\$ 15,105.00
203-04.02	Stripping and Stockpile Topsoil	C.Y.	530	\$ 6.00	\$ 3,180.00	\$ 22.50	\$ 11,925.00	\$ 20.00	\$ 10,600.00	\$ 22.50	\$ 11,925.00
208-05	Sediment Removal	C.Y.	5	\$ 45.00	\$ 225.00	\$ 200.00	\$ 1,000.00	\$ 40.00	\$ 200.00	\$ 110.00	\$ 550.00
209-05.01	Sediment Removal (Culverts)	C.Y.	10	\$ 45.00	\$ 450.00	\$ 110.00	\$ 1,100.00	\$ 60.00	\$ 600.00	\$ 200.00	\$ 2,000.00
209-08.03	Temporary Silt Fence (Without Backing)	L.F.	605	\$ 3.85	\$ 2,329.25	\$ 2.00	\$ 1,210.00	\$ 2.00	\$ 1,210.00	\$ 2.00	\$ 1,210.00
209-09.43	Curb Inlet Protection (Type 4)	EACH	13	\$ 286.00	\$ 3,718.00	\$ 357.00	\$ 4,641.00	\$ 220.00	\$ 2,860.00	\$ 357.00	\$ 4,641.00
303-01	Mineral Aggregate, Type A Base, Grading D	TON	1,105	\$ 28.00	\$ 30,940.00	\$ 52.00	\$ 57,460.00	\$ 35.00	\$ 38,675.00	\$ 52.00	\$ 57,460.00
307-01.07	Asphalt Concrete Mix (PG64-22) (BPMB-HM Grading B-M	TON	380	\$ 177.00	\$ 67,260.00	\$ 129.00	\$ 49,020.00	\$ 175.00	\$ 66,500.00	\$ 129.00	\$ 49,020.00
402-02	Aggregate Cover Material (PC) at 8-12 lbs. per S.Y.	TON	12	\$ 137.50	\$ 1,650.00	\$ 36.00	\$ 432.00	\$ 140.00	\$ 1,680.00	\$ 40.00	\$ 480.00
403-01	Bituminous Material for Tack Coat (TC) at 0.02 GAL/S.Y.	GAL	470	\$ 6.60	\$ 3,102.00	\$ 3.90	\$ 1,833.00	\$ 6.50	\$ 3,055.00	\$ 3.00	\$ 1,410.00
411-01.11	ACS Mix (PG64-22) Grading E Rdwy	TON	285	\$ 184.80	\$ 52,668.00	\$ 210.00	\$ 59,850.00	\$ 170.00	\$ 48,450.00	\$ 210.00	\$ 59,850.00
604-01.20	Box Tube Safety Rail	L.F.	100	\$ 169.00	\$ 16,900.00	\$ 185.00	\$ 18,500.00	\$ 196.00	\$ 19,600.00	\$ 157.00	\$ 15,700.00
604-10.09	Concrete	C.Y.	80	\$ 513.00	\$ 41,040.00	\$ 735.00	\$ 58,800.00	\$ 750.00	\$ 60,000.00	\$ 709.00	\$ 56,720.00
607-02.02	15" Concrete Pipe Culvert (Class III)	L.F.	16	\$ 45.00	\$ 720.00	\$ 147.00	\$ 2,352.00	\$ 150.00	\$ 2,400.00	\$ 147.00	\$ 2,352.00
611-03.04	Gray Iron Castings (Catch Basin)	LBS.	1,340	\$ 3.00	\$ 4,020.00	\$ 1.55	\$ 2,077.00	\$ 1.50	\$ 2,010.00	\$ 1.55	\$ 2,077.00
611-09.01	Adjustment of Existing Catch Basin	EACH	6	\$ 750.00	\$ 4,500.00	\$ 1,140.00	\$ 6,840.00	\$ 350.00	\$ 2,100.00	\$ 1,140.00	\$ 6,840.00
611-14.01	Catch Basins, Type 14, 0-4" Depth	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,950.00	\$ 4,950.00	\$ 7,500.00	\$ 7,500.00	\$ 5,060.00	\$ 5,060.00
701-02.03	Concrete Curb Ramp	S.F.	780	\$ 13.00	\$ 9,100.00	\$ 36.50	\$ 28,550.00	\$ 25.00	\$ 17,500.00	\$ 36.50	\$ 28,550.00
702-01	Concrete Curb (Type A)	C.Y.	20	\$ 454.00	\$ 9,080.00	\$ 608.00	\$ 12,160.00	\$ 1,200.00	\$ 24,000.00	\$ 608.00	\$ 12,160.00
702-03	Concrete Combined Curb and Gutter	C.Y.	120	\$ 500.00	\$ 60,000.00	\$ 327.00	\$ 39,240.00	\$ 575.00	\$ 69,000.00	\$ 327.00	\$ 39,240.00
712-01	Traffic Control	L.S.	1	\$ 29,000.00	\$ 29,000.00	\$ 36,882.00	\$ 36,882.00	\$ 35,000.00	\$ 35,000.00	\$ 33,300.00	\$ 33,300.00
712-04.01	Flexible Drums (Channelizing)	EACH	120	\$ 30.00	\$ 3,600.00	\$ 33.00	\$ 3,960.00	\$ 35.00	\$ 4,200.00	\$ 33.00	\$ 3,960.00
712-05.03	Warning Lights (Type C)	EACH	15	\$ 20.00	\$ 300.00	\$ 22.00	\$ 330.00	\$ 20.00	\$ 300.00	\$ 22.00	\$ 330.00
712-06	Signs (Construction)	S.F.	203	\$ 14.50	\$ 2,943.50	\$ 14.50	\$ 2,943.50	\$ 20.00	\$ 4,060.00	\$ 14.50	\$ 2,943.50
713-15.02	Removal and Relocation of Sign and Support	EACH	2	\$ 79.00	\$ 158.00	\$ 86.50	\$ 173.00	\$ 200.00	\$ 400.00	\$ 86.50	\$ 173.00
713-16.20	Signs (Bicycle Traffic W11-1)	EACH	2	\$ 267.00	\$ 534.00	\$ 295.00	\$ 590.00	\$ 500.00	\$ 1,000.00	\$ 295.00	\$ 590.00
713-16.21	Signs (Share the Road W16-1)	EACH	2	\$ 72.00	\$ 144.00	\$ 79.50	\$ 159.00	\$ 200.00	\$ 400.00	\$ 79.50	\$ 159.00
713-16.22	Signs (Bike Route D11-1)	EACH	4	\$ 259.00	\$ 1,036.00	\$ 287.00	\$ 1,148.00	\$ 500.00	\$ 2,000.00	\$ 287.00	\$ 1,148.00
713-16.23	Signs (Arrow M6-1)	EACH	2	\$ 50.00	\$ 100.00	\$ 55.00	\$ 110.00	\$ 100.00	\$ 200.00	\$ 55.00	\$ 110.00
713-16.24	Signs (End M4-6)	EACH	1	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 100.00	\$ 55.00	\$ 55.00
713-16.25	Signs (Use Trail D1-1)	EACH	1	\$ 53.00	\$ 53.00	\$ 58.75	\$ 58.75	\$ 100.00	\$ 100.00	\$ 58.75	\$ 58.75
713-16.26	Signs (Turn W1-1L)	EACH	1	\$ 267.00	\$ 267.00	\$ 295.00	\$ 295.00	\$ 500.00	\$ 500.00	\$ 295.00	\$ 295.00
713-16.27	Signs (Ahead W16-9P)	EACH	1	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 100.00	\$ 100.00	\$ 55.00	\$ 55.00
716-02.09	Plastic Pavement Marking (Longitudinal Crosswalk)	L.F.	40	\$ 27.50	\$ 1,100.00	\$ 30.50	\$ 1,220.00	\$ 25.00	\$ 1,000.00	\$ 30.50	\$ 1,220.00
716-04.15	Plastic Pavement Marking - Bike Symbol/Arrow Shared	EACH	8	\$ 495.00	\$ 3,960.00	\$ 565.00	\$ 4,520.00	\$ 400.00	\$ 3,200.00	\$ 366.00	\$ 2,928.00
716-99.91	Pavement Markings - Bike Symbol/Arrow Shared	L.S.	1	\$ 500.00	\$ 500.00	\$ 2,090.00	\$ 2,090.00	\$ 800.00	\$ 800.00	\$ 2,090.00	\$ 2,090.00
717-01	Mobilization	L.S.	1	\$ 33,000.00	\$ 33,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
795-51.01	Bollard	EACH	2	\$ 450.00	\$ 900.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 753.00	\$ 1,506.00
801-01	Seeding (with Mulch)	UNIT	3	\$ 363.00	\$ 1,089.00	\$ 33.00	\$ 99.00	\$ 60.00	\$ 180.00	\$ 33.00	\$ 99.00
801-02	Seeding (without Mulch)	UNIT	29	\$ 77.00	\$ 2,233.00	\$ 19.50	\$ 565.50	\$ 15.00	\$ 435.00	\$ 19.50	\$ 565.50
801-01.07	Temporary Seeding (with Mulch)	UNIT	30	\$ 80.00	\$ 2,400.00	\$ 22.00	\$ 660.00	\$ 30.00	\$ 900.00	\$ 22.00	\$ 660.00
801-03	Water (Seeding and Sod)	M.G.	2	\$ 110.00	\$ 220.00	\$ 122.00	\$ 244.00	\$ 60.00	\$ 120.00	\$ 122.00	\$ 244.00
803-001	Sodding (New Sod)	S.Y.	330	\$ 11.55	\$ 3,811.50	\$ 6.10	\$ 2,013.00	\$ 8.00	\$ 2,640.00	\$ 6.10	\$ 2,013.00
805-12.03	Erosion Control Blanket (Type III)	S.Y.	3,200	\$ 1.55	\$ 4,960.00	\$ 2.00	\$ 6,400.00	\$ 2.50	\$ 8,000.00	\$ 1.95	\$ 6,240.00
TOTAL BID					\$ 591,899.40		\$ 656,057.75		\$ 850,000.00		\$ 640,819.00



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 pm on the 12nd day of July 2018, at 100 West First North Street, Morristown, Tennessee and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.



**WATER  
WASTEWATER  
STORMWATER  
PUBLIC WORKS**

July 9, 2018

Mr. Anthony Cox  
City Administrator  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Reference: South Cumberland Drainage Improvements

Dear Mr. Cox:

Bids for the referenced project were received and opened on July 6, 2018, at 10:00 a.m. in City Hall. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to King General Contractors of Bristol, Virginia, in the amount of \$459,505.80

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Drummer', followed by a long horizontal line.

Steve Drummer, P.E.  
Senior Civil Engineer

Enclosures

July 6, 2018 – ~~10:30~~<sup>10:00</sup> a.m.

**City of Morristown  
South Cumberland Drainage Improvements**

**BID SUMMARY**

July 6, 2018 – <sup>10:00</sup>~~10:30~~ a.m.



BIDDER:	BID AMOUNT
Summers-Taylor	
Bewley Excavating	
King Company	4 59, 505. <u>80</u>

City of Morristown, Tennessee  
South Cumberland Drainage Improvements

Certified Bid Tabulation

Item	Description	Qty.	Unit	King General Contractors, Inc.				Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
				Unit	Price	Total Cost	Unit Price					
1	Removal of Structures	1	LS		\$ 48,250.00	\$ 48,250.00						
2	Asphalt Concrete Surface Mix Grading, E	46	TN		\$ 543.15	\$ 24,892.90						
3	Bituminous Material for Tack Coat (TC)	0.4	TN		\$ 1,895.00	\$ 758.00						
4	Concrete Curb & Gutter	120	LF		\$ 75.00	\$ 9,000.00						
5	Concrete Lowered Curb & Gutter	90	LF		\$ 75.00	\$ 6,750.00						
6	Concrete Post Curb	12	LF		\$ 165.95	\$ 1,991.40						
7	Concrete Sidewalk	650	SF		\$ 17.25	\$ 11,212.50						
8	18" Reinforced Concrete Pipe	39	LF		\$ 365.00	\$ 14,235.00						
9	24" Reinforced Concrete Pipe	75	LF		\$ 420.00	\$ 31,500.00						
10	30" Reinforced Concrete Pipe	20	LF		\$ 895.00	\$ 17,900.00						
11	42" Reinforced Concrete Pipe	36	LF		\$ 595.00	\$ 21,420.00						
12	48" Reinforced Concrete Pipe	248	LF		\$ 525.00	\$ 130,200.00						
13	60" Reinforced Concrete Pipe	24	LF		\$ 1,065.00	\$ 25,560.00						
14	TDOT No. 13BA Catch Basin 4' TO 6' DEPTH (STD. DWG. D-CB-12BA)	3	EA		\$ 4,995.00	\$ 14,985.00						
15	TDOT No. 12RB Catch Basin 10' TO 12' DEPTH (STD. DWG. D-CB-12RB)	1	EA		\$ 8,845.00	\$ 8,845.00						
16	TDOT No. 14P Catch Basin 4' TO 6' DEPTH (STD. DWG. D-CB-14P)	2	EA		\$ 4,995.00	\$ 9,990.00						
17	TDOT No. 14P MANHOLE 6' TO 8' DEPTH (STD. DWG. D-CB-14P)	1	EA		\$ 5,795.00	\$ 5,795.00						
18	TDOT 6'0" MANHOLE 10' TO 12' DEPTH (STD. DWG. D-MH-3)	1	EA		\$ 5,995.00	\$ 5,995.00						
19	TDOT 6'0" MANHOLE 10' TO 12' DEPTH (STD. DWG. D-MH-3)	2	EA		\$ 7,595.00	\$ 15,190.00						
20	TDOT 7' X7' MANHOLE 12' TO 14' DEPTH (STD. DWG. D-MH-3)	1	EA		\$ 10,997.00	\$ 10,997.00						
21	Traffic Control	1	LS		\$ 29,850.00	\$ 29,850.00						
22	Construction Fence	300	LF		\$ 6.95	\$ 2,085.00						
23	Erosion and Sediment Control	1	LS		\$ 5,600.00	\$ 5,600.00						
24	Cleanup, Final Grading and Seeding	1	LS		\$ 2,500.00	\$ 2,500.00						
25	Miscellaneous Concrete	10	CY		\$ 225.00	\$ 2,250.00						
26	Miscellaneous Stone	50	TN		\$ 35.00	\$ 1,750.00						
		Total				\$ 459,505.80						

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief.

  
John S. Drummer, P.E.  






THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. C37863

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint  
S.DIANE VAN HORN, ALEXIS V. RICHARDS, KAYLA SUTTON, AUTUMN O'BRIEN, SANDY GLASS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

30th day of MAY, 2018

Seals



*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Todd Strother*  
Todd Strother  
Vice President

On this 30th day of MAY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019

*Kathy Loveridge*  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MAY 30, 2018 on behalf of  
S.DIANE VAN HORN, ALEXIS V. RICHARDS, KAYLA SUTTON, AUTUMN O'BRIEN, SANDY GLASS

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of June, 2018

*J D Clough*  
Vice President

**BANK INFORMATION:**

Tru Point Bank  
709 Med Tech Parkway  
Johnson City, TN 37604  
Acct # 990001231  
(P) 423-854-8801  
(F) 423-854-8808  
Contact: Clay Hixson

**FEDERAL TAX ID**

20-2926028

**DUN&BRADSTREET#** 618987858

**CREDIT REFERENCES:**

**Carter Machinery**  
18471 Spring Creek Road  
Abingdon, VA 24210  
(P) 1-800-358-0336 (F) 276-698-3169  
Contact: Acct Rec Dept  
Date of Service 2005 Yearly est \$ 30,000.00+/-

**Bristol Rent-All**  
140 Commerce Ct  
Bristol, VA 24201  
(P) 276-699-3401  
Contact: Acct Rec Dept (Ben Barker)  
Date of Service 2009 Yearly est \$ 1,000.00

**Lake Side Ready Mix**  
21490 Gravel Lake Road  
Abingdon, VA 24211  
(P) 276-628-4948 (F) 276-628-2245  
Contact: Debbie Van Dyke  
Date of Service 2007 Yearly est \$ 70,000.00 +/-

**Perm-A-Tile Concrete Products**  
P.O. Box 2049  
Bristol, VA 24203  
(P) 1-800-662-5332 (F) 276-669-2120  
Contact: Regina, Acct Rec Dept  
Date of Service 2005 Yearly est \$ 40,000.00+/-

**Consolidated Pipe and Supply**  
722 Mountain View Road  
Piney Flats, Tn 37686  
(P) 423-538-8000 (F) 423-538-8050  
Contact: Acct Rec Dept  
Date of Service 2005 Yearly est \$ 150,000.00+/-

**Stowers Machinery**  
9960 Airport Parkway  
Kingsport, Tn 37642  
(P) 423-323-0400  
Contact: Acct Rec Dept  
Date of Service 2008 Yearly est \$ 20,000.00+/-



## Key Personnel Resume

Wesley D. Davidson, EIT, Vice President of Construction

### Education

B.S. Degree in Civil Engineering, Virginia Polytechnic Institute and State University

### Experience

Vice President of Construction

King General Contractors, Inc. -- Bristol, VA 2006-Current

- Oversight of all infrastructure construction
- Coordination with Owners and Engineers
- Responsible for acquiring material and scheduling of projects
- New hiring for construction activities
- Implementation of safety plans and traffic control
- Scheduling of equipment maintenance and repairs

Project Manager/ Project Engineer

Gay & Neel - Christiansburg, VA 2001-2005

- Residential/ Commercial/ Industrial development of site plans
- Parking facility design
- Design and analysis of water systems using WaterCAD
- Design and analysis of stormwater systems using StormCAD
- Design and analysis of on-site sewer treatment systems



## Key Personnel Resume

Chase A. King, Vice President of Operations

### Education

B.S. Degree in Finance, Virginia Polytechnic Institute and State University

### Experience

Vice President of Operations

King General Contractors, Inc. – Bristol, VA 2011-Current

- Implementation of all bookkeeping activities
- Manage Human Resource
  - New hire start up
  - Benefits
  - Vacation/sick days
  - Worker's Compensation
- Process project daily reports and certified payroll
- Manage Accounts Receivable and Payable

Operations Manager

Thacker & Associates – Bristol, VA 2007-2010

- Carried out all bookkeeping activity
- Processed client paperwork
- Opened new accounts
- Managed all IT related issues
- Created and conducted all client seminar media

Real Estate Agent

Highlands Realty, Inc. – Abingdon, VA 2006-2007

- Conducted all activities related to the buying and selling of Residential and Commercial Real Estate as a licensed Real Estate Agent



## Owner Resume

Chadwick C. King, President

### Education

B.S. Degree in Civil Engineering, Virginia Polytechnic Institute and State University

### Experience

#### President/Owner

King General Contractors, Inc. -- Bristol, VA 2003-Current

- Formation and Startup of King General Contractors, Inc.
- Built company from ground up to current 25 employees
- Oversight of approximately \$1.5M in contracts annually
- Purchasing, maintaining equipment fleet and trucks

#### Project Manager / Project Engineer

Appalachian Technical Services - Wise, VA 2002-2003

- Residential / Commercial / Industrial development of site plans
- Land development feasibility and cost Pro Forma analysis
- Design / Build project oversight and coordination
- Water / Sanitary Sewer / Storm Sewer design analysis
- Construction Administration of subcontractors and sub-consultants

#### Associate Project Manager

Opus East, LLC - Plymouth Meeting, PA / Bethesda, MD 1999-2001

- As Owner / Prime Contractor / Developer was responsible for all subcontract negotiation, buyout and administration
- Complete Design / Build project scheduling and budgeting
- Submittal / Shop drawing review and tracking
- On-site observation and coordination with Superintendent
- Coordination and meeting with third-party work Clientele
- Issuing and approving Change Order Work

#### Civil Engineer

Thompson + Litton - Wise, VA 1999-2000

- Civil Engineering design and planning
- GIS mapping of utility lines, tanks, and pumping stations
- Parking facility design and coordination

Sample of Most Recent Projects of King General Contractors, Inc.

**Client: Town of Rich Creek Virginia**

**Project: Rich Creek Downtown Street Scape Project Phase 3**

Complete construction of sidewalk enhancements along East Side of Old Virginia Ave. From Woodland Rd to Federal Street. Approximately 528 sy of new 4" sidewalk. Installation of new storm drains (12", 15", 18" & 24" with the rehabilitation of existing 48"). Complete installation of new signage and lighting along project area, traffic control and of all associated erosion and sediment control measures.

**Client: Town of Big Stone Gap Virginia**

**Project: Bullitt Park Tree House**

Construction of 2 handicap accessible tree houses. Installation of custom built 165 feet of ramps, steps and bridge to access the tree houses. Project was funded by Wellmont Health System and Town of Big Stone Gap.

**Client: Department of Game and Inland Fisheries(Virginia)**

**Project: Pulaski Boat Storage**

Construction of a 7,000 square feet frame structure to house equipment of the Department of Game and Inland Fisheries in the Pulaski area. Building consist of rolling doors, concrete pad, wood trusses, gutter and downspouts, metal roof with snow guards, vents and all associated erosion and sediment control measures including gravel driveway.

**Client: Town of Chilhowie, Virginia**

**Project: H.L. Bonham Tourism Center Walking Trail**

Construction of a 4,300 lf pedestrian and bicycle trail with an 80 lf prefabricated steel bridge. Project consist of site work, installation of new drainage culvert, 4,204 lf of concrete CG2 (curb& gutter), trail head and historical signage and all associated erosion and sediment control measures.

**Client: Town of Mountain City, Tn**

**Project: Goose Creek Trail Phase I**

Construction of a 10 foot wide timbered walkway over 1.1 mile in length. Project consist of site work, installation of new drainage culvert, 12,794 sf of 4" concrete sidewalk, trail signage and all associated erosion and sediment control measures.

**Client: Town of Jonesboro, Tn**

**Project: Lost State Scenic Walkway Phase II, Section A**

Construction of a 8 foot wide timbered walkway -connecting to two existing segments of walkways. Project consist of site work, installation of new drainage culvert, 2,295 sf of 4" concrete sidewalk, trail signage, paving and all associated erosion and sediment control measures.

Sample of Most Recent Projects of King General Contractors, Inc.

**Client: Watauga River Regional Water Authority**

**Project: Carter County Water System Improvements**

Installation of approximately 3,600 feet of 6" and 3,235 feet of 4" and smaller waterlines. Reconnections of 33 service lines. This was a replacement job and all customer services had to be maintained and operable during construction.

**Client: Washington County Service Authority**

**Project: Reedy Creek Waterline Replacement**

Installation of approximately 50,000 feet of 12" and smaller waterlines. Reconnection and relocation of 289 household meters. This was a replacement job and all 289 customer services had to be maintained and operable during construction.

**Client: Town of Wytheville, Virginia**

**Project: Speedwell Water Extension-Phase II**

Installation of approximately 27,000 feet of 4", 6" & 8" water main. Project consist of installation of 47 residential meters, 1 master meter, 14 fire hydrates, 14 - 6" gate valve 7- 8" gate valves. All services had to be maintained and operable during construction. Also included traffic control and all associated erosion and sediment control measures.

**Client: Scott County Economic Development Authority**

**Project: Riverside Off-Site Utilities**

Installation of approximately 500 feet of 8" gravity sewer and 1,730 feet of 6" waterline. Project consist of installation of 3 fire hydrates, 4 - 6" gate valve, 3 sanitary manholes. All services had to be maintained and operable during construction. Also included traffic control and all associated erosion and sediment control measures.

**BID BOND**BIDDER (Name and Address):

King General Contractors, Inc.  
 PO Box 16278  
 Bristol, VA 24209

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company  
 11020 David Taylor Drive, Suite 205  
 Charlotte, NC 28262

OWNER (Name and Address):

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

BID

BID DUE DATE: 7/6/2018

PROJECT (Brief Description Including Location):

Storm Water System Improvements - South Cumberland Drainage Improvements

BOND

BOND NUMBER:

DATE: (Not later than Bid Due Date): 7/6/2018

PENAL SUM: Five Percent of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

**BIDDER****SURETY**

King General Contractors, Inc. (Seal)  
 Bidder's Name and Corporate Seal

Employers Mutual Casualty Company (Seal)  
 Surety's Name and Corporate Seal

By:  (Signature and Title)

By:  (Signature and Title)  
 (Attach Power of Attorney)

Attest:  (Signature and Title)

Attest:  (Signature and Title)  
 S. Diane Van Horn

- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SECTION 00300

BID FORM

Proposal of KING GENERAL CONTRACTORS, INC (hereinafter called BIDDER), organized and existing under the laws of the State of VIRGINIA doing business as KING GENERAL CONTRACTORS, INC \* to the City of Morristown (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Stormwater System Improvements – South Cumberland Drainage Improvements** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 120 consecutive calendar days thereafter, and fully complete and ready for final payment within 150 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum #1 6/28/18

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

Corporation

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

The Bid Security attached in the sum of (5% of Bid Total below) Twenty Thousand, Nine Hundred Seventy-Five Dollars & 29/100 (\$ 22,975.29 ) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

**UNIT PRICE:**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit Prices:

CITY OF MORRISTOWN STORMWATER SYSTEM IMPROVEMENTS SOUTH CUMBERLAND DRAINAGE IMPROVEMENTS					
Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Removal of Structures	1	LS	\$ 48,250.00	\$ 48,250.00
2	Asphalt Concrete Surface Mix Grading E	46	TN	\$ 541.15	\$ 24,892.90
3	Bituminous Material for Tack Coat (TC)	0.4	TN	\$ 1895.00	\$ 758.00
4	Concrete Curb & Gutter	120	LF	\$ 75.00	\$ 9000.00
5	Concrete Lowered Curb & Gutter	90	LF	\$ 75.00	\$ 6750.00
6	Concrete Post Curb	12	LF	\$ 165.95	\$ 1991.40
7	Concrete Sidewalk	650	SF	\$ 17.25	\$ 11,212.50
8	18" Reinforced Concrete Pipe	39	LF	\$ 365.00	\$ 14,235.00
9	24" Reinforced Concrete Pipe	75	LF	\$ 420.00	\$ 31,500.00
10	30" Reinforced Concrete Pipe	20	LF	\$ 895.00	\$ 17,900.00
11	42" Reinforced Concrete Pipe	36	LF	\$ 595.00	\$ 21,420.00
12	48" Reinforced Concrete Pipe	248	LF	\$ 525.00	\$ 130,200.00
13	60" Reinforced Concrete Pipe	24	LF	\$ 1065.00	\$ 25,560.00

**CITY OF MORRISTOWN  
STORMWATER SYSTEM IMPROVEMENTS  
SOUTH CUMBERLAND DRAINAGE IMPROVEMENTS**

14	TDOT No. 12RA Catch Basin 4' TO 6' DEPTH (STD. DWG D-CB-12RA)	3	EA	\$ 4995.00	\$ 14,985.00
15	TDOT No. 12RB Catch Basin 10' TO 12' DEPTH (STD. DWG D-CB-12RB)	1	EA	\$ 8845.00	\$ 8845.00
16	TDOT No. 14P Catch Basin 4' TO 6' DEPTH (STD. DWG. D-CB-14P)	2	EA	\$ 4995.00	\$ 9990.00
17	TDOT No. 14P MANHOLE 6' TO 8' DEPTH (STD. DWG. D-CB-14P)	1	EA	\$ 5799.00	\$ 5799.00
18	TDOT 6'Ø MANHOLE 6' TO 8' DEPTH (STD. DWG. D-MH-3)	1	EA	\$ 5995.00	\$ 5995.00
19	TDOT 6'Ø MANHOLE 10' TO 12' DEPTH (STD. DWG. D-MH-3)	2	EA	\$ 7595.00	\$ 15,190.00
20	TDOT 7'X7' MANHOLE 12' TO 14' DEPTH (STD. DWG. D-MH-3)	1	EA	\$ 10,997.00	\$ 10,997.00
21	Traffic Control	1	LS	\$ 29,850.00	\$ 29,850.00
22	Construction Fence	300	LF	\$ 6.95	\$ 2085.00
23	Erosion and Sediment Control	1	LS	\$ 5600.00	\$ 5600.00
24	Cleanup, Final Grading and Seeding	1	LS	\$ 2500.00	\$ 2500.00
25	Miscellaneous Concrete	10	CY	\$ 225.00	\$ 2250.00
26	Miscellaneous Stone	50	TON	\$ 35.00	\$ 1750.00
<b>TOTAL BID</b>				<b>\$ 459,505.80</b>	

TOTAL BID: WORDS ( Four Hundred Fifty-Nine Thousand,  
Five Hundred Five & 80/100 & /100 Dollars) (\$ 459,505.80 ).

Respectfully Submitted:

King General Contractors, Inc

(Bidder)

BY: 

(Signature)

Vice President - Operations

(Title)

PO Box 16279, Bristol VA 242309

(Business Address and Zip Code)

00061427 BCA,BC-B,HRA-MU A,C,D Exp: 03-31-19

(Tennessee License Number)

(SEAL - if bid is by a  
Corporation)

276-644-1585

(Phone)

276-644-1586

(Fax)

chase@kingcompany.us

(Email)

**NOTE: BID MUST BE SIGNED TO BE CONSIDERED.**  
**\*\*SEE SECTION 00100 - ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.**

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF VIRGINIA )  
COUNTY OF WASHINGTON )

The undersigned principal officer of KING GENERAL CONTRACTORS, INC., an employer of five (5) or more employees, contracting with the City of Morristown, Tennessee, to provide construction services, hereby states under oath as follows:

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

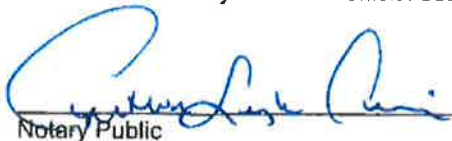
Further affiant saith not.

  
Principal Officer

STATE OF VIRGINIA )  
COUNTY OF WASHINGTON ) ss.

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

Witness my hand and official seal this 6 day of July, 2018

  
Notary Public

My Commission Expires: May 31, 2022



## CONTRACTOR'S QUALIFICATION STATEMENT

All questions must be answered in full. Additional sheets for clarification of answers or additional information may be attached. This statement must be notarized.

1. Name, address, phone number, IRS number (or owner's social security #) of company.

KING GENERAL CONTRACTORS, INC 20-2926028

P O BOX 16278

BRISTOL, VA 24209

276-644-1586

2. Owner, principal officer, date and place organized.

CHADWICK C KING PRESIDENT/OWNER

5-12-05 VIRGINIA

3. General character of work performed.

Construction-site work, grading, streetscape/sidewalk projects, water, sewer projects

4. Any work awarded failed to be completed or contracts defaulted on - where and why.

NO

5. List of three most important recent contracts over \$30,000. State the owner, work, approximate cost, place, date started and date completed.

1. RIVERSIDE DEVELOPMENT OFF SIDE UTILITIES SCOTT CO \$ 195,933.50

From 7.16 To 9.16

2. CARTER CO WATER SYSTEM IMPROVEMENT WRRWA \$ 474,685.81

From 10.15 To 2.16

3. SPEEDWELL WATER EXTENSION PHASE II \$ 694,09.65

From 7.16 To 10.16

6. List the contracts upon which you are currently working. Include owner, location, approximate cost, and estimated date of completion.

Rt 58 Contract I Washington County Service Authority/ 994,171.13 2018

7. List your major equipment available for use on this project.

CAT 307, EXCAVATOR, MACK DUMP TRUCK, CAT 420E, CAT BACKHOE

AND OTHER EQUIPMENT NECESSARY TO COMPLETE PROJECT

8. List of three material suppliers and amount of credit available.

1. CONSOLIDATED PIPE & SUPPLY \$ AS NEEDED

2. VULCAN MATERIALS \$ AS NEEDED

3. PERMATILE CONCRETE PRODUCTS \$ AS NEEDED

9. Bank references and credit available.

1. TRU POINT BANK \$ AS NEEDED

2. \_\_\_\_\_ \$ \_\_\_\_\_

10. Insurance coverage and amount. **SEE ATTACHED PAGE**

Liability-Property: \_\_\_\_\_ \$ \_\_\_\_\_

Liability-Personal Injury: \_\_\_\_\_ \$ \_\_\_\_\_

Vehicle and Equipment: \_\_\_\_\_ \$ \_\_\_\_\_

Other- \_\_\_\_\_ \$ \_\_\_\_\_  
Identify



11. Bonding reference - List surety and highest coverage

RICHARDS GROUP Single Limit 3 MILLION Aggregate Limit 8 MILLION

12. Subcontractors utilized - List name, address, specialty and years experience.

1. NONE AT THIS TIME

2. \_\_\_\_\_

3. \_\_\_\_\_

13. Provide a general description of the experience of the company and its key personnel.  
SEE ATTACHED PAGES

14. Number of current full-time employees 17

Number of employees at highest level in past twelve months 22

15. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, U.S. Department of Housing & Urban Development, or Virginia Department of Highways?

YES \_\_\_ NO x

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by City of Morristown \_\_\_\_\_ in verification of the recitals comprising this statement of contractor's qualification:

Contractor: KING GENERAL CONTRACTORS, INC

By: 

Title: VP of OPERATIONS

Date: July 16, 2018

STATE OF VIRGINIA

COUNTY OF WASHINGTON COUNTY

CHASE A KING being duly sworn deposes and says that

he/she is VP OF OPERATIONS of KING GENERAL CONTRACTORS, INC

and that the answers to the foregoing questions and all statements therein  
contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF July, 2018

Cynthia Leigh Carrier  
NOTARY PUBLIC

MY COMMISSION EXPIRES May 31, 2022

[Signature]





STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



334201

KING GENERAL CONTRACTORS, INC.

ID NUMBER: 61427

LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2019

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: CHADWICK KING  
KING GENERAL CONTRACTORS, INC.  
PO BOX 16278  
BRISTOL, VA 24209

# State of Tennessee

334201 10586103

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

KING GENERAL CONTRACTORS, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 61427

LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2019

AGLM UNLIMITED; BC-A; BC-B; HRA; MU-A; MU-C; MU-D



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



KINGGEN-01

KAY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Richards Group, Inc.  
T/A Richards Insurance  
4931 Boonsboro Road  
Lynchburg, VA 24503

CONTACT Kayla Sutton

NAME:

PHONE

A/C. No. Ext: (434) 477-5340

FAX

(A/C. No.)

E-MAIL ksutton@richardsgroupinc.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: Builders Mutual Insurance

10844

INSURER C: Berkley National Insurance Company

38911

INSURER D: Westchester Surplus Lines Insurance Company

INSURER E:

INSURER F:

INSURED

King General Contractors, Inc.  
PO Box 16278  
Bristol, VA 24209

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	EPP 036 89 87	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Eq. occurrence) \$ 500,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COM/PROP AGG \$ 2,000,00 EBLI AGGREGATE \$ 3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		EBA 036 89 87	01/09/2018	01/09/2019	COMBINED SINGLE LIMIT (Eq. accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EPP 036 89 87	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	PWC 1011157 01	01/09/2018	01/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,00 E L DISEASE - EA EMPLOYEE \$ 500,00 E L DISEASE - POLICY LIMIT \$ 500,00
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Builders Risk		1017070	09/12/2017	09/12/2018	Blankt Builders Risk 750,00
D	Pollution Liability		G46648419 001	05/31/2017	05/31/2018	Pollution Liability 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**WATER  
WASTEWATER  
STORMWATER  
PUBLIC WORKS**

July 9, 2018

Mr. Anthony Cox  
City Administrator  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Reference: Freshour Culvert Replacement, Phase 1

Dear Mr. Cox:

Bids for the referenced project were received and opened on July 6, 2018, at 10:30 a.m. in City Hall. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to King General Contractors of Bristol, Virginia, in the amount of \$561,185.00

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Drummer', followed by a long horizontal line.

Steve Drummer, P.E.  
Senior Civil Engineer

Enclosures

### Freshour Ailment Replacement

**July 6, 2018 – 10:30 a.m.**

[illegible]

**City of Morristown  
Freshour Culvert Replacement,  
Phase I**

**BID SUMMARY**

July 6, 2018 – 10:<sup>30</sup>~~00~~ a.m.


BIDDER:	BID AMOUNT
Summers-Taylor	\$ 561,185 <sup>00</sup>
Bewley Excavating	<hr/>
King Company	\$ 446,758 <sup>70</sup>


City of Morristown, Tennessee  
Freshour Culvert Replacement, Phase 1

Certified Bid Tabulation

Item	Description	Qty.	Unit	King General Contractors, Inc.		Summers-Taylor, Inc.		Unit Price	Total Cost
				Unit Price	Total Cost	Unit Price	Total Cost		
1	Removal of Structures	1	LS	\$ 42,995.00	\$ 42,995.00	\$ 18,750.00	\$ 18,750.00		
2	Asphalt Concrete Surface Mix Grading E	123	TN	\$ 199.00	\$ 24,477.00	\$ 149.00	\$ 18,327.00		
3	Bituminous Material for Tack Coat (TC)	1	TN	\$ 1,295.00	\$ 1,295.00	\$ 983.00	\$ 983.00		
4	15" Reinforced Concrete Pipe	30	LF	\$ 121.00	\$ 3,630.00	\$ 77.50	\$ 2,325.00		
5	63" Snap-Tite Liner	300	LF	\$ 630.50	\$ 189,150.00	\$ 1,035.00	\$ 310,500.00		
6	63" Hydr Bell Inlet Device	1	EA	\$ 12,950.00	\$ 12,950.00	\$ 10,500.00	\$ 10,500.00		
7	Graveling	200	CY	\$ 325.00	\$ 65,000.00	\$ 260.00	\$ 52,000.00		
8	TDOT 7'X7' Manhole, Depth 8' - 10' (STD. DWG D-MH-6)	1	EA	\$ 9,195.00	\$ 9,195.00	\$ 22,100.00	\$ 22,100.00		
9	TDOT 7' X7' Manhole, Depth 10' - 12' (STD. DWG D-MH-6)	2	EA	\$ 9,999.00	\$ 19,998.00	\$ 22,100.00	\$ 44,200.00		
10	15" Concrete Headwall (AW)	1	EA	\$ 995.00	\$ 995.00	\$ 1,218.00	\$ 1,218.00		
11	TDOT "Type A" Headwall (72" Diameter)	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 15,100.00	\$ 15,100.00		
12	Concrete for Pipe Liner Connection to Manhole and Bridge	90	CY	\$ 205.00	\$ 18,450.00	\$ 242.00	\$ 21,780.00		
13	Rip-Rap (TDOT Class B)	100	TN	\$ 49.35	\$ 4,935.00	\$ 49.00	\$ 4,900.00		
14	Geofabric	100	SY	\$ 13.45	\$ 1,345.00	\$ 4.60	\$ 460.00		
15	Erosion and Sediment Control	1	LS	\$ 6,699.00	\$ 6,699.00	\$ 9,500.00	\$ 9,500.00		
16	Construction Fence	600	LF	\$ 6.95	\$ 4,170.00	\$ 4.65	\$ 2,790.00		
17	Clearing, Final Grading and Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00		
18	Miscellaneous Stone	50	TN	\$ 35.25	\$ 1,762.50	\$ 60.50	\$ 3,025.00		
19	Miscellaneous Concrete	10	CY	\$ 195.00	\$ 1,950.00	\$ 420.00	\$ 4,200.00		
20	Gravel Construction Entrance	1	LS	\$ 1,995.00	\$ 1,995.00	\$ 3,320.00	\$ 3,320.00		
21	Chain Link Fence, 6' Height	280	LF	\$ 36.99	\$ 10,357.20	\$ 24.50	\$ 6,860.00		
22	Swing Gate, (12')	1	EA	\$ 2,895.00	\$ 2,895.00	\$ 855.00	\$ 855.00		
Total					\$ 846,758.70		\$ 561,185.00		

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:

  
John S. Drummer, P.E.





## SECTION 00300-R

### BID FORM

Proposal of KING GENERAL CONTRACTORS, INC (hereinafter called BIDDER), organized and existing under the laws of the State of VIRGINIA doing business as KING GENERAL CONTRACTORS, INC \* to the City of Morristown (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Freshour Culvert Replacement, Phase 1** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 120 consecutive calendar days thereafter, and fully complete and ready for final payment within 150 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM # 1 6.28.18

---

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

CORPORATION

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

The Bid Security attached in the sum of (5% of Bid Total Below) Twenty-Two Thousand, Three Hundred Thirty-Seven Dollars & 94/100 (\$ 22,337.94) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

**UNIT PRICE:**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit Prices:

CITY OF MORRISTOWN FRESHOUR CULVERT REPLACEMENT, PHASE I PHASE 1: VANTAGE VIEW DRIVE RELOCATION					
Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Removal of Structures	1	LS	\$ 42,995.00	\$ 42,995.00
2	Asphalt Concrete Surface Mix Grading E	123	TN	\$ 199.00	\$ 24,477.00
3	Bituminous Material for Tack Coat (TC)	1	TN	\$ 1295.00	\$ 1295.00
4	15" Reinforced Concrete Pipe	30	LF	\$ 121.00	\$ 3630.00
5	63" Snap-Tite Liner	300	LF	\$ 630.50	\$189,150.00
6	63" Hydro Bell Inlet Device	1	EA	\$ 12,950.00	\$ 12,950.00
7	Grouting	200	CY	\$ 325.00	\$ 65,000.00
8	TDOT 7'X7' Manhole, Depth 8' - 10' (STD. DWG D-MH-6)	1	EA	\$ 9195.00	\$ 9195.00
9	TDOT 7'X7' Manhole, Depth 10' - 12' (STD. DWG D-MH-6)	2	EA	\$ 9999.00	\$ 19,998.00
10	15" Concrete Headwall (AW)	1	EA	\$ 995.00	\$ 995.00
11	TDOT "Type A" Headwall (72" Diameter)	1	EA	\$ 17,500.00	\$17,500.00

CITY OF MORRISTOWN FRESHOUR CULVERT REPLACEMENT, PHASE I					
Item	Description	Qty	Unit	Unit Cost	Total Cost
12	Concrete for Pipe Liner Connection to Manhole and Bridge	90	CY	\$ 205.00	\$ 18,450.00
13	Rip-Rap (TDOT Class B)	100	TN	\$ 49.25	\$ 4925.00
14	Geofabric	100	SY	\$ 13.45	\$ 1345.00
15	Erosion and Sediment Control	1	LS	\$ 6699.00	\$ 6699.00
16	Construction Fence	600	LF	\$ 6.95	\$ 4170.00
17	Cleanup, Final Grading and Seeding	1	LS	\$ 5000.00	\$ 5000.00
18	Miscellaneous Stone	50	TN	\$ 35.75	\$ 1787.50
19	Miscellaneous Concrete	10	CY	\$ 195.00	\$ 1950.00
20	Gravel Construction Entrance	1	LS	\$ 1995.00	\$ 1995.00
21	Chain Link Fence, 6' Height	280	LF	\$ 36.99	\$ 10,357.20
22	Swing Gate, (12')	1	EA	\$ 2895.00	\$ 2895.00
TOTAL BID				\$ 446,758.70	

TOTAL BID: WORDS ( Four Hundred Forty-Six Thousand,

Seven Hundred Fifty-Eight & 70/100 & /100 Dollars) (\$ 446,758 70 ).

Respectfully Submitted:

King General Contractors, Inc

(Bidder)

BY:

(Signature)

Vice President - Operations

(Title)

PO Box 16278, Bristol VA 24209

(Business Address and Zip Code)

00061427 BCA,BC-B,HRA-MU A,C,D Exp: 03-31-19

(Tennessee License Number)

(SEAL - if bid is by a Corporation)

276-644-1585

(Phone)

MRC721

00300 - 3

276-644-1586

---

(Fax)

*chase@kingcompany.us*

---

(Email)

**NOTE: BID MUST BE SIGNED TO BE CONSIDERED.**  
**\*\*SEE SECTION 00100 - ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.**

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF VIRGINIA )  
COUNTY OF WASHINGTON )

The undersigned principal officer of KING GENERAL CONTRACTORS, INC., an employer of five (5) or more employees, contracting with the City of Morristown, Tennessee, to provide construction services, hereby states under oath as follows:

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

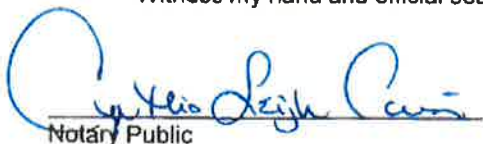
Further affiant saith not.

  
Principal Officer

STATE OF VIRGINIA )  
COUNTY OF WASHINGTON ) ss.

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

Witness my hand and official seal this 10 day of July, 2018

  
Notary Public

My Commission Expires: May 31 2022



## CONTRACTOR'S QUALIFICATION STATEMENT

All questions must be answered in full. Additional sheets for clarification of answers or additional information may be attached. This statement must be notarized.

1. Name, address, phone number, IRS number (or owner's social security #) of company.

KING GENERAL CONTRACTORS, INC 20-2926028

P O BOX 16278

BRISTOL, VA 24209

276-644-1586

2. Owner, principal officer, date and place organized.

CHADWICK C KING PRESIDENT/OWNER

5-12-05 VIRGINIA

3. General character of work performed.

Construction-site work, grading, streetscape/sidewalk projects, water, sewer projects

4. Any work awarded failed to be completed or contracts defaulted on - where and why.

NO

5. List of three most important recent contracts over \$30,000. State the owner, work, approximate cost, place, date started and date completed.

1. RIVERSIDE DEVELOPMENT OFF SIDE UTILITIES SCOTT CO \$ 195,933.50

From 7.16 To 9.16

2. CARTER CO WATER SYSTEM IMPROVEMENT WRRWA \$ 474,685.81

From 10.15 To 2.16

3. SPEEDWELL WATER EXTENSION PHASE II \$ 694,09.65

From 7.16 To 10.16

6. List the contracts upon which you are currently working. Include owner, location, approximate cost, and estimated date of completion.

Rt 58 Contract I Washington County Service Authority/ 994,171.13 2018

7. List your major equipment available for use on this project.

CAT 307, EXCAVATOR, MACK DUMP TRUCK, CAT 420E, CAT BACKHOE

AND OTHER EQUIPMENT NECESSARY TO COMPLETE PROJECT

8. List of three material suppliers and amount of credit available.

1. CONSOLIDATED PIPE & SUPPLY \$ AS NEEDED

2. VULCAN MATERIALS \$ AS NEEDED

3. PERMATILE CONCRETE PRODUCTS \$ AS NEEDED

9. Bank references and credit available.

1. TRU POINT BANK \$ AS NEEDED

2. \_\_\_\_\_ \$ \_\_\_\_\_

10. Insurance coverage and amount. **SEE ATTACHED PAGE**

Liability-Property: \_\_\_\_\_ \$ \_\_\_\_\_

Liability-Personal Injury: \_\_\_\_\_ \$ \_\_\_\_\_

Vehicle and Equipment: \_\_\_\_\_ \$ \_\_\_\_\_

Other- \_\_\_\_\_ \$ \_\_\_\_\_  
Identify

11. Bonding reference - List surety and highest coverage

RICHARDS GROUP Single Limit 3 MILLION Aggregate Limit 8 MILLION

12. Subcontractors utilized - List name, address, specialty and years experience.

1. NONE AT THIS TIME

2. \_\_\_\_\_

3. \_\_\_\_\_

13. Provide a general description of the experience of the company and its key personnel.  
SEE ATTACHED PAGES

14. Number of current full-time employees 17

Number of employees at highest level in past twelve months 22

15. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, U.S. Department of Housing & Urban Development, or Virginia Department of Highways?

YES ☐ NO ☒

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by City of Morristown \_\_\_\_\_ in verification of the recitals comprising this statement of contractor's qualification:

Contractor: KING GENERAL CONTRACTORS, INC

By: 

Title: VP of OPERATIONS

Date: July 4, 2018



STATE OF VIRGINIA

COUNTY OF WASHINGTON COUNTY

CHASE A KING being duly sworn deposes and says that  
he/she is VP of OPERATIONS of KING GENERAL CONTRACTORS, INC  
and that the answers to the foregoing questions and all statements therein  
contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF July, 2018  
Cynthia Leigh Carrier  
NOTARY PUBLIC

MY COMMISSION EXPIRES May 31, 2022

[Signature]





STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



KING GENERAL CONTRACTORS, INC.

334201

ID NUMBER: 61427  
LIC STATUS: ACTIVE  
EXPIRATION DATE: March 31, 2019

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

Attn: CHADWICK KING  
KING GENERAL CONTRACTORS, INC.  
PO BOX 16278  
BRISTOL, VA 24209

# State of Tennessee

334201 10586103

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

KING GENERAL CONTRACTORS, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 61427  
LIC STATUS: ACTIVE  
EXPIRATION DATE: March 31, 2019  
AGLM UNLIMITED; BC-A ; BC-B ; HRA ; MU-A ; MU-C ; MU-D



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

KINGGEN-01

KAY

DATE (MM/DD/YYYY)

05/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Richards Group, Inc.  
T/A Richards Insurance  
4931 Boonsboro Road  
Lynchburg, VA 24503

**CONTACT NAME:** Kayla Sutton**PHONE**  
(A/C, No. Ext): (434) 477-5340**FAX**  
(A/C, No):**E-MAIL ADDRESS:** ksutton@richardsgroupinc.com**INSURED**

King General Contractors, Inc.  
PO Box 16278  
Bristol, VA 24209

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Cincinnati Insurance Company

10677

**INSURER B:** Builders Mutual Insurance

10844

**INSURER C:** Berkley National Insurance Company

38911

**INSURER D:** Westchester Surplus Lines Insurance Company**INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	EPP 036 89 87	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00 EBLI AGGREGATE \$ 3,000,00
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 036 89 87	01/09/2018	01/09/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP 036 89 87	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PWC 1011157 01	01/09/2018	01/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,00 E.L. DISEASE - EA EMPLOYEE \$ 500,00 E.L. DISEASE - POLICY LIMIT \$ 500,00
C	<b>Builders Risk</b>		1017070	09/12/2017	09/12/2018	Blankt Builders Risk 750,00
D	<b>Pollution Liability</b>		G46648419 001	05/31/2017	05/31/2018	Pollution Liability 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE***Kayla Sutton*

**BANK INFORMATION:**

Tru Point Bank  
709 Med Tech Parkway  
Johnson City, TN 37604  
Acct # 990001231  
(P) 423-854-8801  
(F) 423-854-8808  
Contact: Clay Hixson

**FEDERAL TAX ID**

20-2926028

**DUN&BRADSTREET# 618987858**

**CREDIT REFERENCES:**

**Carter Machinery**  
18471 Spring Creek Road  
Abingdon, VA 24210  
(P) 1-800-358-0336 (F) 276-698-3169  
Contact: Acct Rec Dept  
Date of Service 2005 Yearly est \$ 30,000.00 +/-

**Bristol Rent-All**  
140 Commerce Ct  
Bristol, VA 24201  
(P) 276-699-3401  
Contact: Acct Rec Dept (Ben Barker)  
Date of Service 2009 Yearly est \$ 1,000.00

**Lake Side Ready Mix**  
21490 Gravel Lake Road  
Abingdon, VA 24211  
(P) 276-628-4948 (F) 276-628-2245  
Contact: Debbie Van Dyke  
Date of Service 2007 Yearly est \$ 70,000.00 +/-

**Perm-A-Tile Concrete Products**  
P.O. Box 2049  
Bristol, VA 24203  
(P) 1-800-662-5332 (F) 276-669-2120  
Contact: Regina, Acct Rec Dept  
Date of Service 2005 Yearly est \$ 40,000.00 +/-

**Consolidated Pipe and Supply**  
722 Mountain View Road  
Piney Flats, Tn 37686  
(P) 423-538-8000 (F) 423-538-8050  
Contact: Acct Rec Dept  
Date of Service 2005 Yearly est \$ 150,000.00 +/-

**Stowers Machinery**  
9960 Airport Parkway  
Kingsport, Tn 37642  
(P) 423-323-0400  
Contact: Acct Rec Dept  
Date of Service 2008 Yearly est \$ 20,000.00 +/-



## Key Personnel Resume

Wesley D. Davidson, EIT, Vice President of Construction

### Education

B.S. Degree in Civil Engineering, Virginia Polytechnic Institute and State University

### Experience

Vice President of Construction

King General Contractors, Inc. - Bristol, VA 2006-Present

- Oversight of all infrastructure construction
- Coordination with Owners and Engineers
- Responsible for acquiring material and scheduling of projects
- New hiring for construction activities
- Implementation of safety plans and traffic control
- Scheduling of equipment maintenance and repairs

Project Manager/ Project Engineer

Gay & Neel - Christiansburg, VA 2001-2005

- Residential/ Commercial/ Industrial development of site plans
- Parking facility design
- Design and analysis of water systems using WaterCAD
- Design and analysis of stormwater systems using StormCAD
- Design and analysis of on-site sewer treatment systems



## Key Personnel Resume

Chase A. King, Vice President of Operations

### Education

B.S. Degree in Finance, Virginia Polytechnic Institute and State University

### Experience

Vice President of Operations

King General Contractors, Inc. – Bristol, VA 2011-Current

- Implementation of all bookkeeping activities
- Manage Human Resource:
  - New hire start up
  - Benefits
  - Vacation/sick days
  - Worker's Compensation
- Process project daily reports and certified payroll
- Manage Accounts Receivable and Payable

Operations Manager

Thacker & Associates – Bristol, VA 2007-2010

- Carried out all bookkeeping activity
- Processed client paperwork
- Opened new accounts
- Managed all IT related issues
- Created and conducted all client seminar media

Real Estate Agent

Highlands Realty, Inc. – Abingdon, VA 2006-2007

- Conducted all activities related to the buying and selling of Residential and Commercial Real Estate as a licensed Real Estate Agent



## Owner Resume

Chadwick C. King, President

### Education

B.S. Degree in Civil Engineering, Virginia Polytechnic Institute and State University

### Experience

President/Owner

King General Contractors, Inc. - Bristol, VA 2003-Current

- Formation and Startup of King General Contractors, Inc.
- Built company from ground up to current 25 employees
- Oversight of approximately \$1.5M in contracts annually
- Purchasing, maintaining equipment fleet and trucks

Project Manager/Project Engineer

Appalachian Technical Services - Wise, VA 2002-2003

- Residential/Commercial/Industrial development of site plans
- Land development feasibility and cost Pro Forma analysis
- Design/Build project oversight and coordination
- Water/Sanitary Sewer/Storm Sewer design analysis
- Construction Administration of subcontractors and sub-consultants

Associate Project Manager

Opus East, LLC - Plymouth Meeting, PA - Bethesda, MD 1999-2001

- As Owner/Prime Contractor/Developer was responsible for all subcontract negotiation, buyout and administration
- Complete Design/Build project scheduling and budgeting
- Submittal/Shop drawing review and tracking
- On-site observation and coordination with Superintendent
- Coordination and meeting with third-party work Clientele
- Issuing and approving Change Order Work

Civil Engineer

Thompson + Litton - Wise, VA 1999-2000

- Civil Engineering design and planning
- GIS mapping of utility lines, tanks, and pumping stations
- Parking facility design and coordination

## Sample of Most Recent Projects of King General Contractors, Inc.

**Client: Town of Rich Creek Virginia**

**Project: Rich Creek Downtown Street Scape Project Phase 3**

Complete construction of sidewalk enhancements along East Side of Old Virginia Ave. From Woodland Rd to Federal Street. Approximately 528 sy of new 4" sidewalk. Installation of new storm drains (12", 15", 18" & 24" with the rehabilitation of existing 48"). Complete installation of new signage and lighting along project area ,traffic control and of all associated erosion and sediment control measures.

**Client: Town of Big Stone Gap Virginia**

**Project: Bullitt Park Tree House**

Construction of 2 handicap accessible tree houses. Installation of custom built 165 feet of ramps, steps and bridge to access the tree houses. Project was funded by Wellmont Health System and Town of Big Stone Gap.

**Client: Department of Game and Inland Fisheries(Virginia)**

**Project: Pulaski Boat Storage**

Construction of a 7,000 square feet frame structure to house equipment of the Department of Game and Inland Fisheries in the Pulaski area. Building consist of rolling doors,concrete pad,wood trusses,gutter and downspouts,metal roof with snow guards,vents and all associated erosion and sediment control measures including gravel driveway.

**Client: Town of Chilhowie,Virginia**

**Project: H.L. Bonham Tourism Center Walking Trail**

Construction of a 4,300 lf pedestrian and bicycle trail with an 80 lf prefabricated steel bridge. Project consist of site work, installation of new drainage culvert, 4,204 lf of concrete CG2 (curb& gutter),trail head and historical signage and all associated erosion and sediment control measures.

**Client: Town of Mountain City,Tn**

**Project: Goose Creek Trail Phase I**

Construction of a 10 foot wide timbered walkway over 1.1 mile in length. Project consist of site work, installation of new drainage culvert, 12,794 sf of 4" concrete sidewalk ,trail signage and all associated erosion and sediment control measures.

**Client: Town of Jonesboro,Tn**

**Project: Lost State Scenic Walkway Phase II, Section A**

Construction of a 8 foot wide timbered walkway -connecting to two existing segments of walkways. Project consist of site work, installation of new drainage culvert, 2,295 sf of 4" concrete sidewalk ,trail signage,paving and all associated erosion and sediment control measures.



Sample of Most Recent Projects of King General Contractors, Inc.

**Client: Watauga River Regional Water Authority**

**Project: Carter County Water System Improvements**

Installation of approximately 3,600 feet of 6" and 3,235 feet of 4" and smaller waterlines. Reconnections of 33 service lines. This was a replacement job and all customer services had to be maintained and operable during construction.

**Client: Washington County Service Authority**

**Project: Reedy Creek Waterline Replacement**

Installation of approximately 50,000 feet of 12" and smaller waterlines. Reconnection and relocation of 289 household meters. This was a replacement job and all 289 customer services had to be maintained and operable during construction.

**Client: Town of Wytheville, Virginia**

**Project: Speedwell Water Extension-Phase II**

Installation of approximately 27,000 feet of 4", 6" & 8" water main. Project consist of installation of 47 residential meters, 1 master meter, 14 fire hydrates, 14 - 6" gate valve 7- 8" gate valves. All services had to be maintained and operable during construction. Also included traffic control and all associated erosion and sediment control measures.

**Client: Scott County Economic Development Authority**

**Project: Riverside Off-Site Utilities**

Installation of approximately 500 feet of 8" gravity sewer and 1,730 feet of 6" waterline. Project consist of installation of 3 fire hydrates, 4 - 6" gate valve, 3 sanitary manholes. All services had to be maintained and operable during construction. Also included traffic control and all associated erosion and sediment control measures.

**BID BOND**BIDDER (Name and Address):

King General Contractors, Inc.  
PO Box 16278  
Bristol, VA 24209

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company  
11020 David Taylor Drive, Suite 205  
Charlotte, NC 28262

OWNER (Name and Address):

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

BID

BID DUE DATE: 7/6/2018

PROJECT (Brief Description Including Location):

City of Morristown, Freshour Culvert Replacement, Phase 1

BOND

BOND NUMBER:

DATE: (Not later than Bid Due Date): 7/6/2018


PENAL SUM: Five Percent of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

**BIDDER**

King General Contractors, Inc. (Seal)  
Bidder's Name and Corporate Seal

By:  V.P.  
Signature and Title

Attest:  - office Manager  
Signature and Title

**SURETY**

Employers Mutual Casualty Company (Seal)  
Surety's Name and Corporate Seal

By:  Kayla Sulton, Attorney-in-fact  
Signature and Title  
(Attach Power of Attorney)

Attest:  Rebecca Aragon, Agent  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. C37864

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:  
S. DIANE VAN HORN, ALEXIS V. RICHARDS, KAYLA SUTTON, AUTUMN O'BRIEN, SANDY GLASS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

30th day of MAY 2018

Seals



*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Todd Strother*  
Todd Strother  
Vice President

On this 30th day of MAY AD 2018 before me  
a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and  
Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the  
Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of  
The Companies above, that the seals affixed to this instrument are the seals of said corporations,  
that said instrument was signed and sealed on behalf of each of the Companies by authority  
of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as  
such officers, acknowledged the execution of said instrument to be the voluntary act and deed  
of each of the Companies  
My Commission Expires October 10, 2019.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies,  
and this Power of Attorney issued pursuant thereto on MAY 30, 2018 on behalf of:  
S. DIANE VAN HORN, ALEXIS V. RICHARDS, KAYLA SUTTON, AUTUMN O'BRIEN, SANDY GLASS

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of  
each Company this 2nd day of July 2018

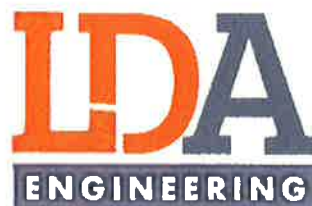
*[Signature]* Vice President



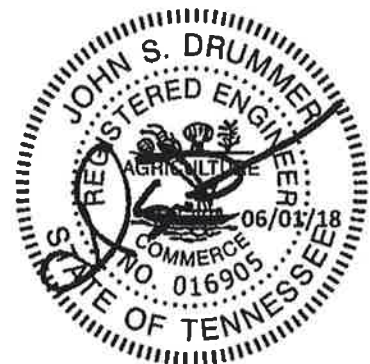
CITY OF MORRISTOWN  
HAMBLLEN COUNTY, TENNESSEE  
FRESHOUR CULVERT REPLACEMENT  
PHASE I

JUNE 2018

**PROJECT MANUAL**



[LDAENGINEERING.COM](http://LDAENGINEERING.COM)



SECTION 00300-R

BID FORM

Proposal of Summers-Taylor, Inc. (hereinafter called BIDDER), organized and existing under the laws of the State of Tennessee doing business as A Corporation \* to the City of Morristown (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Freshour Culvert Replacement, Phase 1** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 120 consecutive calendar days thereafter, and fully complete and ready for final payment within 150 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum # 1 - DATED JUNE 28, 2018

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

"A CORPORATION"

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

The Bid Security attached in the sum of FIVE PERCENT  
 (\$ 590 ) is to become the property of the

OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

**UNIT PRICE:**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit Prices:

CITY OF MORRISTOWN FRESHOUR CULVERT REPLACEMENT, PHASE I PHASE I: VANTAGE VIEW DRIVE RELOCATION					
Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Removal of Structures	1	LS	\$ 18,750.00	\$ 18,750.00
2	Asphalt Concrete Surface Mix Grading E	123	TN	\$ 149.00	\$ 18,327.00
3	Bituminous Material for Tack Coat (TC)	1	TN	\$ 983.00	\$ 983.00
4	15" Reinforced Concrete Pipe	30	LF	\$ 77.50	\$ 2,325.00
5	63" Snap-Tite Liner	300	LF	\$ 1,035.00	\$ 310,500.00
6	63" Hydro Bell Inlet Device	1	EA	\$ 10,500.00	\$ 10,500.00
7	Grouting	200	CY	\$ 260.00	\$ 52,000.00
8	TDOT 7'X7' Manhole, Depth 8' - 10' (STD. DWG D-MH-6)	1	EA	\$ 22,100.00	\$ 22,100.00
9	TDOT 7'X7' Manhole, Depth 10' - 12' (STD. DWG D-MH-6)	2	EA	\$ 22,100.00	\$ 44,200.00
10	15" Concrete Headwall (AW)	1	EA	\$ 1,210.00	\$ 1,210.00
11	TDOT "Type A" Headwall (72" Diameter)	1	EA	\$ 15,100.00	\$ 15,100.00

CITY OF MORRISTOWN FRESHOUR CULVERT REPLACEMENT, PHASE I					
Item	Description	Qty	Unit	Unit Cost	Total Cost
12	Concrete for Pipe Liner Connection to Manhole and Bridge	90	CY	\$ 242.00	\$ 21,780.00
13	Rip-Rap (TDOT Class B)	100	TN	\$ 49.00	\$ 4,900.00
14	Geofabric	100	SY	\$ 4.60	\$ 460.00
15	Erosion and Sediment Control	1	LS	\$ 9,500.00	\$ 9,500.00
16	Construction Fence	600	LF	\$ 4.65	\$ 2,790.00
17	Cleanup, Final Grading and Seeding	1	LS	\$ 7,500.00	\$ 7,500.00
18	Miscellaneous Stone	50	TN	\$ 60.50	\$ 3,025.00
19	Miscellaneous Concrete	10	CY	\$ 420.00	\$ 4,200.00
20	Gravel Construction Entrance	1	LS	\$ 3,320.00	\$ 3,320.00
21	Chain Link Fence, 6' Height	280	LF	\$ 24.50	\$ 6,860.00
22	Swing Gate, (12')	1	EA	\$ 855.00	\$ 855.00
TOTAL BID				\$ 561,185.00	

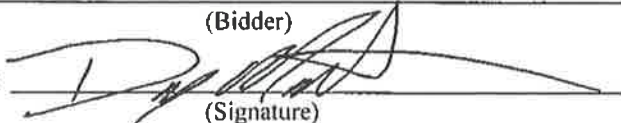
TOTAL BID: WORDS (FIVE HUNDRED SIXTY ONE THOUSAND ONE HUNDRED  
Eighty FIVE Dollars and NO CENTS & /100 Dollars) (\$ 561,185.00 ).

Respectfully Submitted:

SUMMERS-TAYLOR, INC.

(Bidder)

BY:

  
 (Signature)

Vice President

(Title)

300 WEST ELK AVE.  
ELIZABETHTON, TN 37643

(Business Address and Zip Code)

# 69

(Tennessee License Number)

N/A





(Phone)

423-543-3181

423-543 (Fax) 6189

DANNYM@SUMNERSTAKOR.COM

(Email)

**NOTE: BID MUST BE SIGNED TO BE CONSIDERED.**

**\*\*SEE SECTION 00100 - ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.**

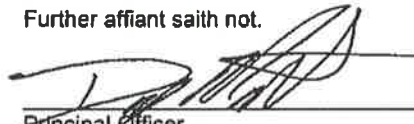
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE  
COUNTY OF CARTER

The undersigned principal officer of SUMMERS-TAYLOR, INC., an employer of five (5) or more employees, contracting with the City of Morristown, Tennessee, to provide construction services, hereby states under oath as follows:

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

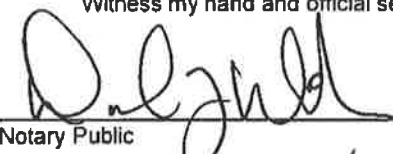
Further affiant saith not.

  
Principal Officer **Vice President**

STATE OF TENNESSEE  
COUNTY OF CARTER ) ss.

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

Witness my hand and official seal this 3 day of July, 2018

  
Notary Public

My Commission Expires: 05/22/2022



## BID BOND

BIDDER (Name and Address):

Summers-Taylor, Inc.  
P. O. Box 1628  
Elizabethton, TN 37644

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland  
600 Red Brook Blvd.  
Owings Mills, MD 21117

OWNER (Name and Address):

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

BID

BID DUE DATE: July 6, 2018

PROJECT (Brief Description Including Location):  
Freshour Culvert Replacement Phase I

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): July 6, 2018

PENAL SUM: Five percent (5%) of the amount of the attached proposal

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

**BIDDER**


Summers-Taylor, Inc. (Seal)  
Bidder's Name and Corporate Seal

By:  Vice President  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**SURETY**

Fidelity and Deposit Company of Maryland (Seal)  
Surety's Name and Corporate Seal

By:   
Signature and Title  
(Attach Power of Attorney)  
Connie S. Pendleton, Attorney-in-fact

Attest:   
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jason E. TALLENT, Alexander C. SHAFER, Connie S. PENDLETON, Linda M. HOWARD, Christie SWINNEY, Connie COLLINS and Aaron JENSEN, all of Knoxville, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of July, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*David McVicker*  
Vice President  
David McVicker

State of Maryland  
County of Baltimore

On this 14th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 7/1/2018		<b>End Date</b> 6/30/2019		<b>Agency Tracking #</b> 40100-00619	<b>Edison ID</b> 57815
<b>Grantee Legal Entity Name</b> City of Morristown					<b>Edison Vendor ID</b> 4108
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # N/A</b>  <b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) FY19 Airport Maintenance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepart mental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2019	\$19,800.00				\$19,800.00
<b>TOTAL:</b>	<b>\$19,800.00</b>				<b>\$19,800.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly-owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-23, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in **ATTACHMENT ONE**. The Grantee shall provide a fifty percent (50%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment One) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2018 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Nineteen Thousand Eight Hundred Dollars and No Cents (\$19,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **ATTACHMENT TWO** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

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

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

Department of Transportation-Aeronautics Division  
[aero.grants@tn.gov](mailto:aero.grants@tn.gov)

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



- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- a. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Terri Tanner,  
Transportation Program Monitor 2  
TN Dept. of Transportation-Aeronautics Division  
607 Hangar Lane, Bldg. 4219  
Nashville, TN 37217  
Telephone: 615-741-3208  
Email: [teresa.tanner@tn.gov](mailto:teresa.tanner@tn.gov)

The Grantee:

Gary Chesney, Mayor  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499  
Email: [kmorilak@mymorristown.com](mailto:kmorilak@mymorristown.com)  
Telephone #: 423.581.0100  
FAX #: 423-585-4699

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **ATTACHMENT THREE**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall

comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:



- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or

permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.
- Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.
- All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**
- E.5. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.6. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at [www.faa.gov/airports/aip/grant\\_assurances](http://www.faa.gov/airports/aip/grant_assurances)
- E.7. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.8. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.9. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0461-19

---

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

---

SPONSOR LEGAL COUNSEL

DATE

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

---

JOHN C. SCHROER, COMMISSIONER

DATE

---

JOHN H. REINBOLD, GENERAL COUNSEL

DATE

APPROVED AS TO FORM AND LEGALITY

## ATTACHMENT ONE

The following are examples of eligible\* and ineligible\* items for use with your Airport Maintenance grant.

### Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance *only*)
4. Fuel used for maintenance equipment ONLY, with valid receipt showing purchase price/gallons ONLY
5. Unicom and other radio equipment
6. Airport signage
7. Fire extinguishers including inspection fees
8. Safety-related equipment: (i.e. gloves, safety vests, safety eyewear, earplugs)
9. Installation and subscription to an aviation flight planning satellite weather system, i.e., D.T.N., W.S.I. or Pan Am Weather Systems
10. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
11. Sales tax on eligible items
12. Professional uniform service (to be used solely for work at the airport)
13. Cleaning supplies, cleaning service, including waste removal
14. QTPod Fuel Services for upgrade to self service stations from the 3000 series to 4000 series.

### Ineligible Uses:

1. Food or drink
2. Utility or telephone bills (including cellular / "land line")
3. Maintenance of facilities or equipment not owned or located on the airport property
4. Purchase or maintenance of aircraft, automobiles, pickup trucks or other passenger vehicles including courtesy cars
5. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job. This will not be reimbursed.
6. Insurance of any type
7. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
8. Office supplies, including toner and copy paper
9. Furniture (including cabinetry of any type)
10. Television/Cable
11. Office Equipment (unless otherwise noted above)
12. Repairs of office equipment
13. Registration, travel or expenses for conferences or seminars
14. Purchase (or repair) of appliances
15. Local Project Matching Funds for projects

\* All items listed above are to be used as a reference and not all inclusive. Any questionable items will be reviewed on a case-by-case basis and may be deducted from your total invoice\*\*\*

GRANT BUDGET				
<b>FY19 Airport Maintenance</b>				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2018 END: 6/30/2019				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$19,800.00	0.00	\$19,800.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$19,800.00</b>	<b>0.00</b>	<b>\$19,800.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
General Airport Maintenance Purchases	\$19,800.00
<b>TOTAL</b>	<b>\$19,800.00</b>

TAD Project: 32555046119

Project Breakdown:     \$19,800.00     50% State  
                                 \$19,800.00     50% Local Participation  
Total Project:             \$39,600.00

Reimbursable Amount: \$19,800.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least fifty percent (50%) of the total project cost.

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is **Grantee Legal Entity Name** a parent? Yes ☒ No ☐

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

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Jerry Barnard

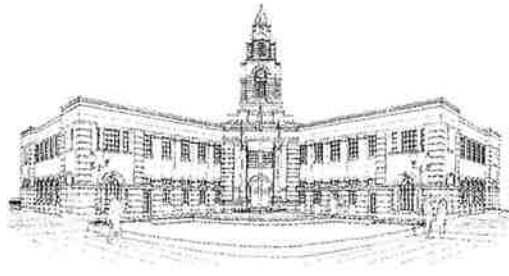
Address: 100 West First North Street

Phone number: 423.585.4614

Email address: j.barnard@my.morristown.com

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





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

**Date:** July 12, 2018

**Agenda Item:** General Engineering Services – Amendment No. 4

**Prepared by:** Larry Clark

**Subject:** Amendment No. 4 for General Engineering Services

**Background/History:** In Fiscal Year 2016 Council approved a general services contract with McGill and Associates for engineering services for the City. The services were for Planning Department mostly, but also assisted other departments in the City. The main areas were for plan reviews and traffic concerns.

**Findings/Current Activity:** To approve Amendment No. 4 to the agreement with McGill and Associates to continue their assistance with staff for engineering items in Fiscal Year 2019.

**Financial Impact:** Funds for this service have been appropriated in the 2019 fiscal year budget.

**Action options/Recommendations:** Staff is seeking approval of Amendment No. 4 to continue engineering services with McGill and Associates in the amount of \$40,000.

**Attachments:** Amendment No. 4.



July 12, 2018

City of Morristown  
Larry Clark  
Administrative Services Director  
100 West First North Street  
Morristown, Tennessee 37814

RE: General Engineering Services – Amendment No. 4  
Morristown, TN

Dear Mr. Clark,

The intent of this letter is to amend our Professional Engineering Review Services Agreement dated November 19, 2014. From this point forward, this document will be considered Amendment No. 4 to the contract. The reason for this Amendment is to extend the contract into the 2018-2019 fiscal year. As such, McGill Associates proposes to continue providing general professional engineering services, as described in the original contract Agreement, with the allocation of an initial \$40,000 in funding for the new fiscal year. As outlined in Part 3 of the Agreement, this funding limit may be amended by written agreement of each party, if so desired. If you find this Amendment acceptable, please indicate acceptance by signing below and returning one copy for our files. As always, we thank you for the opportunity to serve the City of Morristown.

If you have any questions or comments, please do not hesitate to let me know.

Sincerely,  
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink, appearing to read "John R. Greear, P.E.", is written over a horizontal line.

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

**ACCEPTED**

CLIENT:

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

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

McGILL ASSOCIATES, P.A.:

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

Jamie Carden, P.E., Knoxville Office Manager

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

Date: July 12, 2018

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

## MORRISTOWN UTILITIES COMMISSION

441 West Main Street

P.O. Box 667

Morristown, Tennessee 37815

Phone: (423) 586-4121 Fax: (423) 587-6590

[www.musfiber.net](http://www.musfiber.net)

June 28, 2018

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

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting June 28, 2018, which identifies three nominees for the first submission of the Board vacancy currently held by Bryan Dickerson.

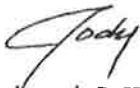
We do not require applications and resumes are not available at present. For additional information, you can reach the nominees at these numbers:

Bryan Dickerson, Owner, Panther Steel Company  
1436 Darbee Drive  
Morristown, TN  
(423) 748-7654

David Gurley, Plant Manager, Team Technologies  
1435 Darbee Drive  
Morristown, TN  
(423) 312-8553

Glenn Thompson  
1025 Walters Drive  
Morristown TN  
(423) 736-0752

Sincerely,



Joseph S. Wigington  
General Manager

cc: Mayor Gary Chesney

Electric - Telecommunications - Water - Wastewater Services

# Memo

To: Mayor and City Council Members

From: Bill Honeycutt, Fire Chief

Date: July 11, 2018

**RE: Promotion and Hiring of Fire Department Personnel**

---

I'm requesting the Mayor and Council to make the *appointment of an eligible candidate* to the position of Deputy Chief which is currently vacant due to the recent retirement of Gary Ryan. The appointee must come from the pertinent Civil Service Roster of eligible candidates. That roster should be part of your packet and Council **may consider the top three (3) names** when making the appointment. I'm prepared to offer my recommendation.

Additionally, I'm requesting the Mayor and Council to *appoint two (2) entry level candidates* to fill vacancies created by 1) Chief Ryan's retirement and 2) the resignation of a Firefighter who left our department to work for the Orlando FL Fire Department.

The current *Entry-Level Roster* should also be included with your packet; from that roster you **may consider the top five (5) names** when appointing candidates for two (2) positions. I'm prepared to make recommendations.

# CIVIL SERVICE BOARD

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P.O. Box 1499 • MORRISTOWN, TN 37816

## FIRE DEPARTMENT ROSTER - DEPUTY CHIEF

UPDATED ON APRIL 10, 2018 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Tim Greene	1/31/2019
2	Scott Moshier	1/31/2020
3	Greg Williams	1/31/2020
4	Kevin Jarnigan	1/31/2019
5	Marty Bryant	1/31/2020

For the Civil Service Board

  
\_\_\_\_\_  
Lee Parker, Chairman

# Memo

To: Mayor and City Council Members

From: Bill Honeycutt, Fire Chief

Date: July 11, 2018

**RE: Promotion and Hiring of Fire Department Personnel**

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# CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

## FIRE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on January 16, 2018 to reflect recent testing, **hiring** and/or corrections

RANK	NAME	EXPIRES
1	Chris Lowe	10/31/18
2	Tillman Strange	10/31/18
3	David Casch	10/31/18
4	Keith Merritt	10/31/18
5	Robert Smith	10/31/18
6	Wilson Smyth	10/31/18
7	Nathan Johnson	10/31/18
8	Ryan Templin	10/31/18
9	Shawn Kirkpatrick	10/31/18
10	Terry Rose	10/31/18
11	Dakota Orrick	10/31/18
12	Jacob Coffman	10/31/18
13	James Bullen	10/31/18
14	Austin Miller	10/31/18
15	Cody Scheidle	10/31/18

For the Civil Service Board

  
Lee Parker, Chairman

1-16-2018  
Date