

**WORK SESSION AGENDA
JUNE 19, 2018
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 19, 2018 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Charles Mills, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 5, 2018

6. PROCLAMATIONS/PRESENTATIONS

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year ended 2017; this is the 5th consecutive year that the City has been awarded this certificate.

2. Presentation of Plaque to Jim Beelaert.

3. Barbara Garrow and Mannie Bedwell will report to Council on the Downtown Farmers Market.

**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. 3611

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2018 and ending June 30, 2019.

2. Ordinance No. 3580.04

To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$12,227, necessary to account for the revenue received in the E-Citation Fund. Note: This fund was not included in the original budget.

3. Ordinance No. 3580.05

To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Re-allocate Funds Totaling \$149,300 and to Reduce the Revenue and Expense in the Amount of \$960,000 Associated with the West Andrew Johnson Highway Project.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution of the City Council of Morristown, Tennessee, Modifying the City/Employee Health Insurance Funding Ratio.

2. Resolution No. _____

A Resolution Authorizing the Disbursement to the ALPS, Boys & Girls Club of Morristown, Inc., CEASE Inc., The Child Advocacy Center, Girls, Inc., Helping Hands Clinic, Inc., KAB, MATS, M-H Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, Crockett Tavern and of Those Funds Allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2018/2019 Fiscal year Budget.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Agreement between the City of Morristown and LDA Engineering for Sinkhole Remediation and Investigation Lot 22 MAID in the amount of \$25,920.
2. Approval of Amendment to Contract for the rebidding of Phase IV Greenway in the lump sum fee of \$4,000 to McGill Associates.
3. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Chasan, LLC for Aubrey's Morristown.

9-d. Board/Commission Appointments

1. Appointment or re-appointment(s) to the Industrial Development Board (Health, Education & Housing Facilities Board), terms expiring; R. Jack Fishman, James Craine, Rosemary Moody, Raul Rangel and Joe Swann. These appointments or re-appointments will be for a six (6) year term that will expire on June 30, 2022.
2. Approval of the Morristown Hamblen Library Board of Trustees nomination of Terry Winstead as a new City Representative on the Board for a three (3) year term to expire on July 1, 2021.

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

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

Jun. 28, 2018	(Thur) 7:00 p.m.	City Council Listening Roundtable Rose Center
Jul. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jul. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2018	(Wednesday)	City Employee's Holiday Independence Day
Ju. 10, 2018	(Tues) 1:00 p.m.	Called Work Session – TCRS Retirement Plan
Jul. 17, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Jul. 17, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Jul. 17, 2018	(Tues) 5:00 p.m.	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 & Sat)	City Council Annual Planning Work Session 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 Independence 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

WORK SESSION AGENDA
JUNE 19, 2018

- 1. Mobile Food Vending**
- 2. Short Term Rental Units**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 5, 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, June 5, 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.

Gary Brewster, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the May 15, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to Open the Agenda and add the following items: 9-a. 1. Resolution for FastTrack Grant on behalf of Colortech; 9-c. 8. Change Order for Fire Station No. 4 and 9-c. 9. Change Order for Progress Parkway Extension. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 04-18; no one spoke.

Resolution No. 04-18

A Resolution Adopting a Plan of Services for the Annexation of Property located at the Southeast corner of Shaver Drive and West Andrew Johnson Highway.

Plan of Services

Whereas, Tennessee Code Annotated, Title 6, Chapter 51, as Amended Requires that a Plan of Services be adopted by the Governing Body.

Now, Therefore, Be it Resolved by the Board of Mayor and Council of the City of Morristown, Tennessee.

Property identified as Hamblen County Tax Parcel ID # 0320470 E 01800, including 1.58 acres of land located at the southeast intersection of Shaver Drive and W. Andrew Johnson HWY.

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Alpha-Talbott Utility District.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic

control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of IB (Intermediate Business).

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

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

Passed on this the 5th day of June 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

A Public Hearing was held relating to Ordinance No. 3607; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3607 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3607

An Ordinance to Annex certain Territory and to Incorporate the same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property located at 204 Shaver Drive in the Beacon Hills Complex.

A Public Hearing was held relating to Ordinance No. 3608; no one spoke.

Councilmember Alvis made a motion to approve Ordinance No. 3608 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3608

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID #047 072.00, currently addressed as 6663 West Andrew Johnson Highway from Medium Density Residential (R2) to Intermediate Business (IB)}.

A Public Hearing was held relating to Ordinance No. 3609; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3609 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3609

An Ordinance of the City Council of Morristown, Tennessee Amending Title 15 (Motor Vehicles, Traffic and Parking) Chapter 12 (Procedure for Traffic and Parking Violations) Section 1204 of the Morristown Municipal Code.

A Public Hearing was held relating to Ordinance No. 3610; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3610 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3610

An Ordinance of the City of Morristown, Tennessee, to establish Travel Reimbursement Regulations for City Officials and City Employees Conducting Official Business.

A Public Hearing was held relating to Ordinance No. 3580.03; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3580.03 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3580.03

An Ordinance to Amend Ordinance No. 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$345,014; necessary to cover the local match for the Local Parks Recreation Fund (LPRF) Grant, and to Purchase Turn-out Gear for the Fire Department through the Assistance to Firefighters Grant.

Councilmember Senter made a motion to approve Resolution No. 05-18. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Resolution No. 05-18

A Resolution to Authorize the Submission of a Fast Track Infrastructure Development Program (FIDP) Application on behalf of Colortech, Inc.

Whereas, the City of Morristown recognizes and supports the need for business expansion within the city; and

Whereas, Colortech, Inc. will be expanding its business facility located at 5712 Commerce Boulevard in the City of Morristown; and

Whereas, Colortech, Inc. has indicated that site development, drainage system, site utilities, and retaining wall are needed to serve the facility; and

Whereas, the State of Tennessee offers grants to local communities to finance eligible improvements that support business expansion through its Fast Track Infrastructure Development Program (FIDP); and

Whereas, The City of Morristown must submit a formal application in order to be eligible for funding through the FIDP program, said application to request funding for all eligible expenses related to improvements that will serve the expansion of Colortech, Inc. in Morristown.

Now, Therefore be it Resolved that the City of Morristown hereby authorizes the Mayor or his representative to prepare and submit a FIDP grant application for up to \$750,000 to finance the cost of all eligible expenses related to improvements that will serve the expansion of Colortech, Inc. in Morristown. BE IT FURTHER RESOLVED that Colortech, Inc. will contribute at least 25% of the total project costs in order to satisfy the local share requirements of the FIDP program.

This Resolution adopted this the 5th day of June 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Smith made a motion to approve Ordinance No. 3611 on first reading and schedule a public hearing relative to final passage of said ordinance for June 19, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3611

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2018, and ending June 30, 2019.

Councilmember Alvis made a motion to approve Ordinance No. 3580.04 on first reading and schedule a public hearing relative to final passage of said ordinance for June 19, 2018. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3580.04

To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$12,227, necessary to account for the revenue received in the E-Citation Fund.

Councilmember Pedigo made a motion to approve Ordinance No. 3580.05 on first reading and schedule a public hearing relative to final passage of said ordinance for June 19, 2018. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3580.05

To Amend Ordinance Number 3580, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Re-allocate Funds Totaling \$149,300 and to Reduce the Revenue and Expense in the Amount of \$960,000 associated with the West Andrew Johnson Highway Project.

Councilmember Smith made a motion to approve the agreement between the State of Tennessee Department of Transportation and the City of Morristown for the project described as East Morris Blvd. from US-25E (Davy Crockett Pkwy.) to 450 feet East of Jones Franklin Road. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Tennessee Department of Transportation Government grant contract for C-II Standards Development, scoping study at airport. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Contract between the City of Morristown Parks & Recreation and Swank Motion Pictures Exhibition for Movies in the Park Series. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the best and lowest bid to DBISP, LLC for a one-year subscription only, omitting the renewal options for Office 365. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the purchase to Wavetronix, LLC, a Sole Source Provider; to fix the intersection loop detection at 25E and Cherokee Park. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to declare the following Morristown Police Department inventory items as surplus: 12 Silver Belt Buckles for Honor Guard Duty Belts; 14 Silver Hat Buttons; 2 White Shoulder Braids; 11 Honor Guard Uniform Patches, white and blue; 3 Honor Guard Big Scarfs (1 each color) yellow, blue, and white; 4 Honor Guard Velcro Strips (2 each color) blue and white; 12 Handcuff Cases, Patent Leather Finish, Silver Buttons; 3 Holsters, Patent

Leather Finish; 12 Mag Pouches, Patent Leather Finish; 42 Belt Keepers, Patent Leather Finish, Silver Buttons; 4 Plastic Belt Keepers, Gold Buttons; 75 Stream Light Holsters, Belt Clip Style 1" Body, Plastic and Boss, JVC and pioneer Vehicle Radio/CD Players, as surplus and to sell those items via GovDeals, an online auction website. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the payment to BST Fire Apparatus, LLC for repair to Fire Truck #465 in the amount of \$33,310.21. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Change Order No. 3 for the Morristown Fire Station Four (4) project in the decreased amount of (\$2,335.15); bringing project total from \$1,755,156 to \$1,752,820.85. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Change Order No. 1 in the amount of \$19,486.50 for Progress Parkway Extension to Summers-Taylor, Inc; bringing project total from \$635,844.25 to \$655,330.75. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to accept a donation in the amount of \$5,404 to furnish Fire Station No. 4, these items will be donated on behalf of Fire Marshal Eual Noah by his daughters Natasha Morrison and Cortney Stepp, request the Mayor send a letter of thanks and a plaque honoring this donation will be posted at the Fire Station. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported on Line Items Transfers from the General Fund, Solid Waste Fund, Stormwater Fund and Narcotics Fund.

Mayor Chesney adjourned the June 5, 2018, City Council meeting at 5:44 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

June 7, 2018

Anthony W. Cox
City Administrator
City of Morristown
100 West 1st North Street
Morristown, TN 37814

Dear Mr. Cox:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2017 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

06/07/2018

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Morristown** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

ORDINANCE NO. 3611

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING

JULY 1, 2018 AND ENDING JUNE 30, 2019

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Council will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2019, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND	Estimated		
	Actual FY 2017	Actual FY 2018	Budget FY 2019
Cash Receipts			
Local Taxes	\$ 28,160,208	\$ 28,383,524	\$ 28,986,853
Licenses, Permits & Fees	1,721,796	1,717,607	1,648,000
Intergovernmental	6,327,464	5,560,151	7,677,894
Charges For Services	115,154	112,036	102,000
Uses of Money And Property	544,015	741,527	515,187
Total Cash Receipts	\$ 36,868,637	\$ 36,514,845	\$ 38,929,934
Appropriations			
General Government	\$ 5,026,397	\$ 4,310,691	\$ 5,149,282
Public Safety	16,509,599	16,220,625	16,982,557
Public Works	7,916,659	6,462,458	8,478,526
Parks & Recreation	1,951,518	2,054,841	2,270,906
Natural Resource Maintenance	-	-	257,594
Social Services	1,460,895	1,548,508	1,573,502
Miscellaneous	649,807	1,244,990	2,617,500
Debt Service	1,557,346	2,209,784	3,094,182
Total Appropriations	\$ 35,072,221	\$ 34,051,897	\$ 40,424,049
Other Financing Sources			
Transfers Out	(4,070,000)	(2,744,600)	(3,600,000)
Total Other Financing Sources(Uses)	\$ (4,070,000)	\$ (2,744,600)	\$ (3,600,000)
Change in Cash (Receipts - Appropriations)	(2,273,584)	(281,652)	(5,094,115)
Beginning Cash Balance July 1	25,500,831	23,227,247	22,945,595
Ending Cash Balance June 30	\$ 23,227,247	\$ 22,945,595	\$ 17,851,480
Ending Cash as a % of Total Cash Payments/Appropriations	54.6%	59.3%	35.3%

LAMTPO FUND	Estimated		
	Actual FY 2017	Actual FY 2018	Budget FY 2019
Cash Receipts			
Intergovernmental	\$ 168,665	\$ 214,093	\$ 263,220
Total Cash Receipts	\$ 168,665	\$ 214,093	\$ 263,220
Appropriations			
Transportation Planning Administration	\$ 203,890	\$ 207,242	\$ 267,499
Total Appropriations	\$ 203,890	\$ 207,242	\$ 267,499
Change in Cash (Receipts - Appropriations)	(35,225)	6,851	(4,279)
Beginning Cash Balance July 1	195,814	160,589	167,440
Ending Cash Balance June 30	\$ 160,589	\$ 167,440	\$ 163,161
Ending Cash as a % of Total Cash Payments/Appropriations	78.8%	80.8%	61.0%

SOLID WASTE FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
Solid Waste Fees		\$ 1,406,844	\$ 1,410,061	\$ 2,047,500
Transfer In		230,000	-	-
Total Cash Receipts		\$ 1,636,844	\$ 1,410,061	\$ 2,047,500
Appropriations				
Sanitation		\$ 1,318,588	\$ 1,376,498	\$ 1,560,963
Recycling		\$ 266,440	\$ 253,834	\$ 266,644
Debt Service		33,349	33,107	32,259
Total Appropriations		\$ 1,618,377	\$ 1,663,439	\$ 1,859,866
Change in Cash (Receipts - Appropriations)		18,467	(253,378)	187,634
Beginning Cash Balance July 1		436,377	454,844	201,466
Ending Cash Balance June 30		\$ 454,844	\$ 201,466	\$ 389,100
Ending Cash as a % of Total Cash Payments/Appropriations		28.1%	12.1%	20.9%

NARCOTICS FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
Fines And Forfeitures		\$ 89,308	\$ 75,728	\$ 80,000
Total Cash Receipts		\$ 89,308	\$ 75,728	\$ 80,000
Appropriations				
Drug Enforcement		\$ 57,589	\$ 87,032	\$ 120,909
Total Appropriations		\$ 57,589	\$ 87,032	\$ 120,909
Change in Cash (Receipts - Appropriations)		31,719	(11,304)	(40,909)
Beginning Cash Balance July 1		92,712	124,431	113,127
Ending Cash Balance June 30		\$ 124,431	\$ 113,127	\$ 72,218
Ending Cash as a % of Total Cash Payments/Appropriations		216.1%	130.0%	59.7%

STORM WATER FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
Storm Water Utility Fees		\$ 1,353,476	\$ 1,312,632	\$ 1,500,000
Miscellaneous		286	-	-
Total Cash Receipts		\$ 1,353,762	\$ 1,312,632	\$ 1,500,000
Appropriations				
Drain Way Maintenance		\$ 231,247	\$ 439,404	\$ 1,579,919
Storm Water Management		263,822	318,189	339,346
Debt Service		110,069	342,374	336,106
Depreciation		237,275	240,226	240,226
Total Appropriations		\$ 842,413	\$ 1,340,193	\$ 2,495,597
Non-Operating Activities				
Interest Earnings		7,284	15,631	12,500
Total Non-Operating Activities		\$ 7,284	\$ 15,631	\$ 12,500
Change in Cash (Receipts - Appropriations)		518,633	(11,930)	(983,097)
Beginning Cash Balance July 1		3,681,481	4,200,114	4,188,184
Ending Cash Balance June 30		\$ 4,200,114	\$ 4,188,184	\$ 3,205,087
Ending Cash as a % of Total Cash Payments/Appropriations		499.4%	313.7%	128.9%

E-CITATIONS FUND		Actual	Estimated	Budget
		FY 2017	FY 2018	FY 2019
Cash Receipts				
E-Citations Fees		\$ -	\$ 12,227	\$ 12,000
Total Cash Receipts		\$ -	\$ 12,227	\$ 12,000
Appropriations				
Administrative Department		-	-	-
Total Appropriations		\$ -	\$ -	\$ -
Change in Cash (Receipts - Appropriations)		-	12,227	12,000
Beginning Cash Balance July 1		-	-	12,227
Ending Cash Balance June 30		\$ -	\$ 12,227	\$ 24,227

SECTION 2: At the end of the fiscal year 2018, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2018
General Fund	\$ 22,945,595
Solid Waste Fund	\$ 201,466
Storm Water Fund	\$ 4,188,184
Narcotics Fund	\$ 113,127
LAMTPO Fund	\$ 167,440
E-Citations Fund	\$ 12,227

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2018	FY2019 Principal Payment	FY2019 Interest Payment
Bonds -				
TML 2008 \$3M ESG Bonds	\$ -	\$ 860,000	\$ 60,630	\$ 43,000
TML 2008 \$8M Bonds	\$ -	\$ 2,478,500	\$ 197,000	\$ 123,925
TML 2009 \$5M Bonds	\$ -	\$ 753,899	\$ 34,930	\$ 21,430
TML 2009 \$5M Bonds	\$ -	\$ 1,582,182	\$ 73,307	\$ 44,975
\$5M Bond Issue 2013	\$ -	\$ 3,955,883	\$ 208,884	\$ 122,622
General Obligation Bonds Series 2017	\$ 2,800,000	\$ 9,325,000	\$ 270,000	\$ 302,361
Loan Agreements				
TML 2008 \$20M Refunding D-1-D	\$ -	\$ 1,112,913	\$ 88,509	\$ 55,646
TML 2008 \$20M Refunding IV-F-3	\$ -	\$ 1,463,990	\$ 116,430	\$ 73,200
TML 2008 \$20M Refunding D-8-B	\$ -	\$ 3,129,191	\$ 248,861	\$ 156,460
TML 2008 \$5.035M Refunding D-10-C	\$ -	\$ 2,047,502	\$ 162,500	\$ 102,375
Notes -				
Capital Outlay Note 2012	\$ -	\$ 1,990,000	\$ 335,000	\$ 40,003

SECTION 4: During the coming fiscal year (2019) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction Projects	\$ 10,000,000.00	\$ -	\$ 10,000,000.00

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set by the Mayor and City Council pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$1.25 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2018, the public welfare requiring it.

Passed on 1st Reading this the 5th day of June 2018

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on 2nd Reading as Amended this the 19th day of June 2018

MAYOR

ATTEST:

CITY ADMINISTRATOR

SEAL

APPROPRIATION ORDINANCE

Ordinance Number: 3580.04

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$12,227; NECESSARY TO ACCOUNT FOR THE REVENUE RECEIVED IN THE E-CITATION FUND, NOTE: THIS FUND WAS NOT INCLUDED IN THE ORIGINAL BUDGET.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
E-Citation (#121)	Fund Balancee	121-34525	Restricted for Public Safety	\$12,227			
E-Citation (#121)	Revenue	121-43382	Electronic E-Citation Fees	\$12,227			
			Totals	\$ 24,454	\$ -	\$ -	\$ -

PASSED ON FIRST READING THIS 5th Day of June 2018

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 19th Day of June 2018

ATTEST:

Mayor

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3580.05

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO RE-ALLOCATE FUNDS TOTALING \$149,300 AND TO REDUCE THE REVENUE AND EXPENSE IN THE AMOUNT \$960,000 ASSOCIATED WITH THE WEST AJ HWY PROJECT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	110-33580	TDOT - Streets		\$ 960,000		
General (#110)	Planning	110-41700-214	Employee Health Insurance			\$ 13,000	
General (#110)	Planning	110-41700-801	Grants & Other Subsidies			\$ 57,800	
General (#110)	Engineering	110-41800-399	Other Contracted Services			\$ 30,000	
General (#110)	Narcotics	110-42171-112	Overtime			\$ 7,500	
General (#110)	Narcotics	110-42171-119	Holiday Pay			\$ 13,000	
General (#110)	Narcotics	110-42171-214	Employee Health Insurance			\$ 1,200	
General (#110)	Narcotics	110-42171-219	Workers Compensation Pay			\$ 6,800	
General (#110)	Inspections	110-42400-399	Other Contracted Services			\$ 20,000	
General (#110)	City Administrator	110-41200-111	Wages				\$ 50,000
General (#110)	Finance	110-41530-111	Wages				\$ 57,135
General (#110)	PW Brush Pick Up & Snow Removal	110-43160-458	Salt/Sodium Chloride				\$ 42,165
General (#110)	PW Pavement Management System	110-43300-958	Street Infrastructure Improvements				\$ 960,000
			Totals	\$ -	\$ 960,000	\$ 149,300	\$ 1,109,300

PASSED ON FIRST READING THIS 5th Day of June 2018

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 19th Day of June 2018

ATTEST:

Mayor

City Administrator

**RESOLUTION NO. _____
BEING A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE MODIFYING THE CITY/EMPLOYEE HEALTH
INSURANCE FUNDING RATIO.**

Whereas the City Council for the City of Morristown does desire to modify the amount of the health insurance funding ratio between the City of Morristown and the City employees in an effort to alleviate the impact of the rising costs of health insurance premiums for the City employees.

Now therefore, be it resolved by the City Council for the City of Morristown, Tennessee that the current health insurance funding ratio of 85% borne by the City of Morristown and 15% borne by the City employees is hereby modified to be 88% borne by the City of Morristown and 12% borne by the City employees.

Passed this the 19th day of June 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____

“A RESOLUTION AUTHORIZING THE DISBURSEMENT TO THE ALPS, BOYS & GIRLS CLUB OF MORRISTOWN INC., CEASE INC., THE CHILD ADVOCACY CENTER, GIRLS INC., HELPING HANDS CLINIC INC., KAB, MATS, M-H CHILD CARE CENTERS, ROSE CENTER, SENIOR CITIZENS CENTER, SENIOR CITIZENS HOME ASSISTANCE SERVICE, STEPPING OUT, HELEN ROSS MCNABB CENTER, BOYS & GIRLS CLUB SWIM TEAM, PROJECT GRADUATION, DIVERSITY TASK FORCE, MORRISTOWN-HAMBLÉN IMAGINATION LIBRARY ADVISORY COUNCIL, ECONOMIC DEVELOPMENT, CROCKETT TAVERN, AND OF THOSE FUNDS ALLOCATED TO THESE NON-PROFIT CHARITABLE AND CIVIC ORGANIZATIONS IN THE CITY OF MORRISTOWN’S 2018/2019 FISCAL YEAR BUDGET.”

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown’s budget adopted for the 2018/2019 fiscal year three hundred twenty-nine thousand five hundred dollars (\$329,500) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KAB, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, and Crockett Tavern; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown’s 2018/2019 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 19th day of June, 2018, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred twenty-nine thousand five hundred dollars (\$329,500) appropriated and budgeted by the City of Morristown Council in its 2018/2019 fiscal

year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	18,000
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
KAB	19,950
MATS	8,000
Morristown-Hamblen Child Care Centers	23,925
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out	5,000
Helen Ross McNabb Center	32,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Diversity Task Force	7,000
M-H Imagination Library Advisory Council	5,000
Economic Development	71,500
Crockett Tavern	8,000
	<u>\$ 329,500</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on this the 19th day of June 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Morristown City Council Agenda Item Summary

Date: June 19, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Proposal for Sinkhole Remediation and Investigation Lott 22 MAID

Background / History: An injection well, located on Lot 22, was installed to help control storm water in MAID. According to records located this injection well was installed in 1998.

Findings / Current Activity: Because of erosion and other factors, the existing well is no longer functioning at the level that it was originally designed for. The solution is to design and install a new well to help resolve the issue.

Financial Impact: Funds are budgeted in the Storm Water budget for projects.

Action options / Recommendations: Approval of initial investigation and design concepts for new installation.

Attachments: Proposal

May 29, 2018

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

Reference: City of Morristown
Injection Well Repair, Lot 22 MAID

Mr. Cox:

We appreciate the opportunity to provide you with a proposal to provide professional services for the investigation and repair of the injection well located on Lot 22 of the Morristown Airport Industrial District. Based on observations by LDA staff and staff members of the City, we believe this is an existing Class V Injection Well that was constructed in 1998. The existing well has deteriorated to the extent that a new injection well will need to be designed and permitted with the Tennessee Department of Conservation and Environment (TDEC).

In conjunction with Foundations Systems Engineering (FSE) we will investigate the existing injection well/sinkhole. LDA will then prepare the plans and permits necessary to reconstruct the injection well.

The attached "Proposal for Sinkhole Investigation" by FSE outlines their anticipated tasks which will be included in the overall services listed below.

LDA Engineering and FSE will provide the following services:

- Site visit to observe the excavation of observation pits in and around the existing well area. (LDA & FSE task) ***(Note that the City will provide a trackhoe and operator to excavate the pits)***
- Prepare a geotechnical engineering field report based on field testing and observations. (FSE task)
- Develop site construction plans that will show the proposed improvements, the injection well components, repair of the damaged concrete ditch and any other items that may be needed to complete the project. The plans will be prepared to allow the City to either construct the project with their own forces or bid out to a contractor. (LDA task) ***(Note the City has provided survey points for use in plans preparation and will supplement this data if needed)***
- Prepare and submit a Class V Injection Well Permit to TDEC. (LDA & FSE task)
- Prepare bidding materials and assist the City in bidding the project. (LDA task)

LDA Engineering proposed to provide these services for the following lump sum fees:

- Design & Permitting..... \$ 13,500
- Geotechnical Investigation (FSE) \$ 6,920
- Bidding Services..... \$ 5,500

Total \$ 25,920

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Environmental Permitting, other than that included above;
- Surveying and Deed/Title Research;
- Application and/or Permit Fees;
- Other items not outlined in Basic Services.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,



Greg Jones, P.E.
Vice President

The City Council has approved the proposal
and LDA Engineering is authorized to proceed.

Anthony Cox, City Administrator

DATE

Proposal for Sinkhole Investigation

MAID – Lot 22
Morristown, Tennessee

May 24, 2018

Prepared For: LDA Engineering





Foundation Systems Engineering, P.C.

Geotechnical Engineering and Consulting

May 24, 2018

Mr. Steve Drummer, P.E.
LDA Engineering
110 Tyson Boulevard, Suite 200
Alcoa, Tennessee 37701

**RE: Proposal for Sinkhole Investigation
Morristown Airport Industrial Development (MAID) - Lot 22
Morristown, Tennessee**

Dear Mr. Drummer:

We at Foundation Systems Engineering, P.C. (FSE) appreciate this opportunity to offer our professional services to provide engineering recommendations as to sinkhole stabilization and injection well rehabilitation for a sinkhole dropout that has developed adjacent to the existing injection well on Lot 22 of the MAID in Morristown, Tennessee. Attached is a summary of our understanding of the project, and proposed scope of services.

Please give us a call if you have any questions concerning our proposal, or if we may be of further service. We look forward to the opportunity to work with you on this project.

Sincerely,
Foundation Systems Engineering, P.C.

Eric M. Peterson, P.E.
Senior Geotechnical Engineer

EMP/JFL
Enclosures
General Conditions
ASFE

P.O. Box 9449
Knoxville, TN 37940
Ph: 865.577.3361 Fx: 865.573.1817

P.O. Box 5267
Kingsport, TN 37663
Ph: 423.239.9226 Fx: 423.239.8677
[Return to Agenda](#)

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1.0 INTRODUCTION

We appreciate this opportunity to offer our engineering services to provide recommendations for sinkhole stabilization/injection well rehabilitation at the Lot 22 of MAID in Morristown, Tennessee.

We visited the subject property on the morning of May 14, 2018 in order to observe a sinkhole dropout that developed adjacent to a permitted injection well near the north end of the property. During our visit, we observed a large dropout located at the south end of the concrete lined drainage channel. The dropout has undermined the end of the channel, leading to failure and partial collapse of the channel. Erosive forces exposed the underlying bedrock and sinkhole throat at this location.

The dropout appears to have developed adjacent to an injection well. Documentation provided by your firm indicates that a permit to operate a Class V injection well was obtained in 1998. Photographs from 2012 and 2013, also provided by your firm, indicate that the injection well was in operation in 2012. The photos indicate that the injection well was possibly impaired between 2012 and 2013. During our visit, we observed what we believe to be the injection well rider pipe laying horizontally in an eroded ditch. Remnants of geotextile fabric was strewn across the area.

In our professional opinion, sinkhole stabilization and injection well rehabilitation will require a modification to the existing Class V injection well permit. As such, we are including services to complete Part C of the Application for Authorization to Operate a Class V Underground Injection Well or Storm Water Discharge to the Subsurface or Modification of a Karst Feature. Prior to implementing these services, we recommend that TDEC Division of Water Supply be contacted to confirm the steps necessary during injection well rehabilitation.

In order to investigate the condition of the existing injection well, we propose to utilize the services of a track hoe to excavation observation trenches at the site. The following scope of services has been prepared under the presumption that the City of Morristown will provide the track hoe and operator.

Based on this information, we offer the scope of services to investigate the sinkhole and injection well.

2.0 SCOPE OF SERVICES

2.1 Subsurface Exploration

A site visit will be made by our engineering team to observe and investigate the sinkhole dropout and injection well. Observation pits will be excavated in and adjacent to the existing dropout. The observation pits will be excavated by an excavator and operator provided by the City of Morristown.

Survey information (to be provided by LDA Engineering/City of Morristown) will be reviewed. Similarly, available documents related to the construction and permitting of the existing injection well will be reviewed.

2.2 Geotechnical Engineering Report

Based on the results of the site visit, a geotechnical engineering field report will be prepared which presents the results of the field testing and our observations. The engineering report will be prepared under the direction of a professional engineer, licensed in the State of Tennessee. The report will include engineering recommendations as to stabilization of the sinkhole and rehabilitation of the injection well. A conceptual detail of the recommended sinkhole stabilization and injection well rehabilitation methods will accompany the report.

2.3 Part C - Class V Underground Injection Control Permit Application

Part C of the Class V Underground Injection Control Permit Application requires a *Description of the Area of Review*. The following is a summary of our services to complete Part C.

1. Description of all past and present uses of groundwater within the Area of Review, as documented by public record.
2. Description of the groundwater hydrology within the Area of Review, including characteristics of all subsurface aquifer, presence or absence of solution development features, the general direction of groundwater movement, and chemical characteristics of the groundwater in the Area of Review.
3. Description of the population and cultural development within the Area of Review, including the number of persons living within one mile of the well or facility, land uses within the Area of Review and the existence of any community, state, regional

or national parks, wildlife refuges, natural or wilderness areas, or any environmentally sensitive features within the Area of Review.

4. Identify all sources of publicly supplied drinking water for persons living or working in the Area of Review.
5. Identify any single or multi-family residences, churches, schools, businesses or other inhabited structures within the Area of Review that do not have access to a public drinking water supply system.
6. If groundwater is used for drinking water within the Area of Review, then identify and locate all groundwater withdrawal points within the Area of Review that may be impacted by groundwater discharge to the subsurface.
7. Identify any surface water intake that supplies a public water distribution system and is located within the Area of Review or within three miles topographically downgradient from the well or facility.
8. Attachments are to include USGS Topographic and Geologic quadrangle mapping.

Upon conclusion of our services, we will submit a completed Part C of the Application to the City of Morristown for its inclusion with the remainder of the Application. The completed Application will be submitted to the Division of Groundwater Supply by the City of Morristown.

3.0 ESTIMATED COST

The cost for the above observation pits and geotechnical engineering report is **\$3,920.00**. The cost for the above Part C *Description of the Area of Review* Application is **\$3,000.00** (**total cost for subsurface exploration and Part C Permit Application is \$6,920.00**). We will use the attached unit fee schedule to invoice for services performed. As with any geotechnical exploration, it is possible that some changes to the above-outlined scope of work may be required as the exploration progresses. No additional work will be performed without prior authorization from you.

4.0 SCHEDULE

The observation pits will be coordinated with LDA Engineering and City of Morristown. We estimate that the observation pits will be completed in 1 day. Once the observation pits have been completed, approximately 2 weeks will be required to generate the geotechnical engineering analysis and report. We estimate that approximately 2 to 3 weeks will be required to complete the Part C *Description of the Area of Review*

Application after authorization to proceed is received. Upon conclusion of the project, the geotechnical report will be furnished to you in pdf format via e-mail. The report and Application will be submitted separately.

5.0 GENERAL

Foundation Systems Engineering, P.C. maintains commercial general liability, automobile liability, workmen's compensation and employer's liability, excess liability (umbrella form), and professional liability. At your request, a certificate of insurance from our firm will be provided to you upon award of a contract to our firm.

6.0 WORK AUTHORIZATION

We look forward to the opportunity to work with you on this project. You may sign in the space provided or forward your purchase order to indicate formal acceptance of our proposal.

Agreed To This _____ Day Of _____, 2018

By _____

Title _____

Purchase Order No. _____

Amount Of Expenditure Approved _____

7.0 UNIT FEE SCHEDULE

7.1 Engineering & Technician Services

Senior Registered Engineer, per hour -----	\$ 110.00
Staff Professional (EIT), per hour -----	\$ 90.00
Engineering Technician, per man, regular time, per hour -----	\$ 40.00
Engineering Technician, per man, over time, per hour -----	\$ 55.00
Secretarial Services for preparation of reports, per hour -----	\$ 35.00
Mileage, portal to portal, per mile -----	\$ 0.60

8.0 APPENDIX

8.1 Introduction to Foundation Systems Engineering, P.C. (FSE)

Foundation Systems Engineering, P.C. (FSE) was incorporated in 1979. Since that time FSE has provided professional engineering and materials testing services in the areas of geotechnical, geoenvironmental, and construction materials field and laboratory testing and observation. Our goal is to provide each client with personal, cost effective and timely solutions in a professional manner. Jack F. Llewellyn, Jr., P.E. is the President of the corporation. Eric M. Peterson, P.E., is a senior geotechnical engineer in the Knoxville office.

Our services include engineering analysis and design, subsurface/geotechnical exploration, construction materials testing, construction services, failure analysis and investigation and recommendations for difficult site conditions. Foundation Systems Engineering, P.C. has nine employees consisting of four professional engineers, one engineering intern, and four support staff members.

FSE engineers are licensed to provide engineering services in Alabama, Arkansas, Georgia, Kentucky, North Carolina, South Carolina, Tennessee, Virginia, and West Virginia.

Following are typical service provided by our firm.

Geotechnical Explorations: Single and Multi-Story Buildings (Industrial, Commercial, Residential), Retaining Structures, Bridges, Roadways, Earth Dams, Water & Wastewater Plants, Pump Stations, Intake Structures, Horizontal Bores (River, Railroad, Roadway Crossings), Electrical Substations, Tanks (Steel & Concrete), Towers, Water Retention Reservoirs, Swimming Pools, Landslides, Sinkholes, Asphalt and Concrete Paved Parking/Drive/Roadways.

Deep and Shallow Foundation & Retaining Wall Design: Drill Shaft, Auger Cast Piles, Micro Piles, Driven H-Piles, Compaction Grout Piles, Shallow Foundations (Mat, Continuous Foundations, Spread Footings, Structural Slab/Framed Floor On Grade), Sheet Pile, Soldier Pile & Lagging, Cantilever Retaining Wall, Gravity Retaining Wall, Soil Nail Wall, Gabion Wall, Segmental Wall, Anchor Block With Micro Piles, Reinforced Earth Raft, Temporary Shoring, Below Grade Masonry & Poured In Place Concrete Walls, High-Mast Light Poles, Uni-Pole Sign, Electrical Stub Pole, CCTV Camera Poles Deadman/Tieback, Rock Anchors.

Hydrogeologic Investigations: Landfill (Class I, II, and III/IV), Karst Study, Dye Trace, Groundwater Contour Mapping, Monitoring and Installation of groundwater monitor wells and piezometers, and well/piezometer abandonment. Soil auger borings for top of bedrock/refusal contour mapping.

Slope Stability: Cut & Fill Slopes, Class I Landfill Seismic Slope Stability Study, Earth Dam, Installation and Monitoring of Inclinedometers.

Soil Lab/Field QC Testing & Observation: Laboratory Triaxial Shear, Consolidation, Unconfined Compression, Hydraulic Conductivity, Soil Classification (Atterberg & Shrinkage Limits, Grain Size & Hydrometer, Specific Gravity), Proctor, Moisture, CBR, Unit Weight, Field Density Testing (Nuclear Density Gauge, Sandcone, Drive Cylinder), Mobile/Portable Field Lab., Percolation Test, Infiltrometer.

FSE is *Tennessee Department of Transportation (TDOT)* qualified to perform *Administrative, Foundation/Geotechnical Engineer, and Technician/Analyst* services.

FSE is a DSWM-UST Corrective Action Contractor.

8.2 Terms and Conditions

PAYMENT TERMS – Payment is due upon receipt our invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half (1½) percent per month. If one and one-half (1½) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty (30) percent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of FSE/CML, be made. The termination charge is in addition to the cost of all charges thru the date services are stopped. If during the execution of the services FSE /CML is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - FSE/CML maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$500,000/\$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage.

The cost of the coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, FSE/CML will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage of increased limits.

STANDARD OF CARE – In connection with the services performed hereunder, FSE/CML will use that degree of care and skill ordinarily exercised under similar conditions by similar members of our profession practicing in the same or similar locality at the same or similar time. The forgoing standard of care does not create any warranty or guarantee, and other than as is explicitly expressed herein there are no such warranties or guarantees, expressed or implied, made or intended by our proposal for consulting services or materials testing services, or by our furnishing oral or written reports.

ALLOCATION OF RISK – It is agreed that the Client's maximum recovery against FSE/CML for the professional services performed under this agreement, whether in contract, tort or otherwise, is \$25,000.00 or the amount of FSE/CML fee, whichever is greater. It is expressly agreed that the Client's sole and exclusive remedy against FSE/CML for the professional services performed under this agreement, whether based in contract, tort, or otherwise, is the award of damages not to exceed the stipulated \$25,000.00 figure, or the amount of FSE/CML fee, whichever is greater. In no event shall FSE/CML be liable, whether in contract, tort, or otherwise, for Client's loss of profit, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

DISPUTE RESOLUTION – All claims, counterclaims, disputes, controversies, or matters in questions arising out of, or relating to this agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to non-binding mediation before and as a condition precedent to any other remedy, subject to the parties agreeing to a mediator.

Notwithstanding any other provision of this section, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of FSE participation in the project, whichever date shall occur earlier.

All mediation shall take place in Knoxville, Tennessee unless Client and FSE/CML agree otherwise. The fees of the mediator and the cost of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

SAMPLING OR TESTING LOCATION – The fees contracted do not include the cost associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in FSE/CML reports or shown on sketches are based on specific information furnished by others or estimates made in the field by our engineers and/or technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right-of-entry and/or right-of-access on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MAN-MADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representatives to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. FSE/CML field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless FSE/CML from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to FSE/CML in writing, and to reimburse FSE/CML for the expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 30 days after submission of our report. Upon request, FSE/CML will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS – All Documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by FSE/CML as instruments of service pursuant to this Agreement, shall be the sole property of FSE/CML. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by FSE/CML, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of FSE/CML. At the request and expense of Client, FSE/CML will provide Client with copies of documents created in the performance of the work for a period not exceeding five (5) years following submission of the report contemplated by this Agreement.

SAFETY – Should FSE/CML provided periodic observations or monitoring services at the job site during construction. Client agrees that, in accordance with generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by FSE/CML is not intended to include a review of the adequacy of the contractor's safety in, or near the construction site.

SITE VISIT – Client agrees the FSE/CML will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed by our engineer/technicians. It is further agreed that FSE/CML will not assume responsibility for the contractor's means and methods, performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observations of the work and the conducting of tests by FSE/CML to verify substantial compliance with the plans, specifications, and design concepts. Continuous inspection by our employees does not mean that FSE/CML is observing the placement of all materials. Full-time inspections mean that an employee of FSE/CML has been assigned for eight (8) hour days during regular business hours.

SEVERABILITY – In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL – All obligations arising prior to the termination of this agreement and all provisions of this agreement allocating responsibility or liability between the Client and FSE/CML shall survive the completion of services and the termination of this agreement.

ASSIGNS – Neither the Client nor FSE/CML may delegate, assign, sublet, or transfer its duties, responsibilities, or interests in this Agreement without the written consent of the other party. This Agreement is between FSE/CML and the Client, and there are no third party beneficiaries to this Agreement.

ACCEPTANCE – If FSE/CML is given verbal or written authorization to proceed, it will be mutually understood that Client and FSE/CML will be contractually bound by these General Conditions, even in the absence of written acceptance by Client.

GOVERNING LAW – This Agreement shall be governed in all respects by the law of the State of Tennessee.

Important Information About This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.*

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Morristown City Council Agenda Item Summary

Date: June 19, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Contract Addendum McGill & Assoc. Rebid of Phase IV Greenway

Background / History: Phase IV bid was done and sent to TDOT for approval. The successful bidder did not use the appropriate bid bond form per TDOT requirements. Even though this form did not have any effect on the bid amount, TDOT rejected the bid.

Findings / Current Activity: To enter into contract to rebid Phase IV Greenway.

Financial Impact: Amount to come from grant and local funds (80/20).

Action options / Recommendations: Approval of addendum.

Attachments: Contract addendum



June 13, 2018

Larry Clark
City of Morristown
Administrative Services Director
100 West First North Street
Morristown, TN 37814

RE: Freddie Kyle Trail (T.C Greenway – Phase 4)
Engineering Services Proposal - Rebid
Services
Morristown, TN

Dear Mr. Clark,

Per the City of Morristown's desire to rebid the Freddie Kyle Greenway project, McGill Associates, P.A. presents this amendment to our *Construction Project Bidding* services. The scope of work to be included in this amendment is outlined in Section VI of our Agreement for professional engineering services related to the project, will be provided as necessary to complete the rebidding and award of the construction project, and will be accomplished in conformance with TDOT requirements and the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Based on this understanding, we propose to accomplish the above noted Scope of Work for the lump sum fee of \$4,000. Our fees include direct expenses such as printing, reproduction, postage, deliveries, travel, CAD expenses, and word processing. Any permitting fees for the project are not included and must be paid by others. We will assign staff to this project to achieve completion in the shortest time possible. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation and completion date.

This proposal, in conjunction with the aforementioned Agreement and previous Sections I-VII authorizations, represents the entire understanding between our firm and the City with respect to this project and may only be modified in writing, signed by both

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

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

865-540-0801 • Fax 865-595-4999

[Return to Agenda](#)

Freddie Kyle Trail
Rebid Services
6/4/2018
Page 2

parties. If you find this scope and fee acceptable, please indicate acceptance by signing and returning one copy for our files. Thank you for this opportunity to serve you on this important project.

Sincerely,
McGILL ASSOCIATES, P.A.



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

APPROVED:
City of Morristown, Tennessee

By: _____

Title: _____

Date: _____



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OR RE-APPOINTMENT OF
BOARD/COMMISSION MEMBER(s)

DATE: June 15, 2018

The following Board/Commission Member's terms will expire on June 30, 2018.
This is a City council appointment, or re-appointment, scheduled for the June 19,
2018, City Council agenda.

**Industrial Development Board (Health, Education & Housing Facilities
Board)**

Terms Expiring: R. Jack Fishman, James Craine, Rosemary Moody,
Raul Rangel and Joe Swann

These appointments are for six (6) year terms that will expire on June 30, 2024.



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant
(423) 585-4603
e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT

DATE: June 15, 2018

The Morristown-Hamblen County Library Board of Trustees has submitted a name for a proposed new member for City Councils consideration of appointment. Ad per their by-laws "Names of proposed members shall be submitted to the Morristown City Council for a 3-year term beginning July 1."

This proposed member position was created when a County representative, Gary Matthews, announced his retirement from the board effective July 1, 2018. Previously the board has been made up of 4 City Representatives and 7 County Representatives for a total of 11 members. This change will give the City and County a more equal representation of board members. This is a City Council appointment and scheduled for the June 19, 2018 City Council meeting.

Morristown-Hamblen County Library Board of Trustees

Nomination by Library Board: Terry Winstead

This appointment is for three (3) year term that will expire on July 1, 2021.

Current City Members

Dr. Alpha Alexander
Nancy Burnett
Treva Purkey
Kay Senter

Current County Members

David Tilson
Jyothi Ramaprasad
Ron Peterson
Brian Steisslinger
Debra Williams
Elizabeth Campbell
Gary Matthews (Retiring from Board)

Aubrey's

Inspection and Maintenance Agreement

(I&M Agreement)

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

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between CHASAN, LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 4333 Evan Greene Plaza
Map 040 , Parcel 30.14 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1683 Page 486, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as AUBREY'S MORRISTOWN
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

CHASAN, LLC
Company (Seal)

By: Charles S. White

Charles S. White
(Type Name)

Chief Manager
(Type Title)

State of Tennessee

County of Knox

The foregoing Agreement was acknowledged before me this 4th day of June, 2018.

by Nisserine Whisman

Nisserine Whisman
Notary Public

My Commission Expires 2-29-20



Approved as to form
John A. Cornell 6-14-18
City Attorney Date

Approved by the City:

Mayor Date