

**WORK SESSION AGENDA
MARCH 20, 2018
4:15 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MARCH 20, 2018 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Chris Dotson, Chaplain Unit Coordinator, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. March 6, 2018

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3601

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 17 (Refuse and Trash Disposal) Chapter 1 (Refuse Storage and Collection) Sections 110 and 113 of the Morristown Municipal Code.

9. **NEW BUSINESS**

9-a. **Resolutions**

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

1. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, amending Title 14 (Zoning and Land Use Control), Chapter 2 and Chapter 9 (Local Business District) of the Morristown Municipal Code.
{Public Hearing April 3, 2018}
2. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, amending Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-216-3.f, (Off-Street Parking Requirements for Industrial Uses) of the Morristown Municipal Code.
{Public Hearing April 3, 2018}
3. Ordinance No. _____
An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.
Annexation of property located along the south rights-of-way of Howard Allen Road within the East Tennessee Progress Center, having previously been addressed as 1755 Howard Allen Road.
{Public Hearing April 3, 2018}
4. Ordinance No. _____
An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.
Annexation of property identified in the first civil district of Hamblen County, HCTP ID #05711604000 which is divided by the rights-of-way of Progress Parkway.
{Public Hearing April 3, 2018}
5. Ordinance No. _____
An Ordinance to abandon certain public street rights-of-way within the corporate boundaries of the City of Morristown; {Howard Allen Road}.
{Public Hearing April 3, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of the following for the Public Works Site Phase I Project:
 - a. Approval of Bid – Public Works Site.
 - b. Approval of contract to East Tennessee Turf and Landscape.
 - c. Approval of contract for GeoServices.
2. Approval of the following for the ETPC Progress Parkway Project:
 - a. Approval of Bid – ETPC Progress Parkway.
 - b. Approval of contract.
 - c. Approval of contract for GeoServices.
 - d. Approval of Task Order #4 with McGill Associates for construction phase of extension of Progress Parkway.
3. Approval of Bid for two (2) Mowers for Parks & Recreation Department to Tyler Brothers, best and lowest bid, in the amount of \$26,998.
4. Approval of Sponsorship Agreement between the City of Morristown and Dick's Sporting Goods.
5. Approval of Hamblen County Hazard Mitigation Plan.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Package Store Certificate of Compliance for Larry Bolton, owner of The Cellar, Inc., 1405 W. Morris Blvd.
2. Approval of Promotion to Patrol Captain, Morristown Police Department.
3. Approval of Promotion to Patrol Lieutenant, Morristown Police Department.
4. Approval of Promotion to Patrol Sergeants, Morristown Police Department.
5. Approval of Promotion to Patrol Corporals, Morristown Police Department.
6. Approval of Promotion to Detective Sergeant, Morristown Police Department.

7. Approval of Promotion to Detective Corporal, Morristown Police Department.
8. Approval of Promotion to Narcotics Detective, Morristown Police Department.
9. Approval of Promotion to Support Services Corporal, Morristown Police 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

Mar. 27, 2018	(Tues) 7:00 p.m.	City Council Listening Roundtable Buffalo Trail Baptist Church
Mar. 30, 2018	(Friday)	City Employee's Holiday Good Friday
Apr. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 17, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 1, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
May 1, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 11, 2018	(Friday) 8:30 a.m.	City Administrator's Budget Presentation to City Council Keener Room, Rose Center
May 15, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
May 15, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
May 15, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 28, 2018	(Monday)	City Employee's Holiday Memorial Day
Jun. 5, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jun. 5, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Jun. 19, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jun. 19, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
MARCH 20, 2018**

1. Travel Policy

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MARCH 6, 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, March 6, 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.

Mark Campbell, Chaplain Unit Squad Leader Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Smith made a motion to approve the February 20, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to not approve Ordinance No. 3600 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3600 – Failed on Second and Final Reading
An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 14 (Zoning and Land Use Control), Local Business
(LB).**

Councilmember Pedigo made a motion to approve Ordinance No. 3601 on first reading and schedule a public hearing relative to final passage of said ordinance for March 20, 2018. Councilmember Garrett seconded the motion and upon roll call; Councilmembers Garrett, Senter, Alvis, Smith, Pedigo and Mayor Chesney voted "aye", Councilmember Bivens voted "no".

**Ordinance No. 3601
An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 17 (Refuse and Trash Disposal) Chapter 1 (Refuse
Storage and Collection) Sections 110 and 113 of the Morristown
Municipal Code.**

Councilmember Alvis made a motion to approve the Grant Contract between the State of Tennessee, Tennessee Department of Environment and Conservation (TDEC) and the City of Morristown for the provision of the 2016 LPRF City of

Morristown Multiple Park Improvements in the amount of \$500,000. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Contract between the City of Morristown and the East Tennessee Development District (ETDD); who will provide administrative services in order to implement a FastTrack Infrastructure Development Project. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Agreement between the City of Morristown and Petoskey Plastics to establish the financial relationships related to the project funded by Tennessee Department of Economic and Community Development and Petoskey for FastTrack grant. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Online Auction Memo of Understanding between GovDeals, Inc. and the City of Morristown to provide for sale and for potential buyers to bid on assets via an online auction system. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Request for Qualifications (RFQ) for the Morristown City Center Plaza Project. The selection committee recommends Design Innovation Architects, Inc., for approval as the consultant for the project and allow City Administrator, Tony Cox, to negotiate a contract with them based on the terms presented in the RFQ. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the proposal for a drainage analysis of the East Tennessee Progress Center by LDA Engineering in the not to exceed amount of \$16,000. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Purchase of fifteen (15) Tasers, Batteries and Holsters in the total amount of \$17,685.00 from TASER International, a sole source provider. Councilmembers Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney re-appointed Wanda Neal and appointed Roni Snyder (Regional Representative residing in Urban Growth Boundary) to the Morristown Regional Planning Commission for four (4) year terms to expire on March 1, 2022

Mayor Chesney adjourned the March 6, 2018, City Council meeting at 5:28 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

ORDINANCE NO. 3601
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 17, CHAPTER 1, SECTIONS 110 &
114 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 17, Chapter 1, Sections 110 & 114 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“17-110. Fees established, collection rules and regulations. (1) Fee established. There is hereby established a residential, nonresidential and small commercial garbage service user fee to be charged to and collected from each household unit and small commercial unit in the city of Morristown, Tennessee on a monthly basis.

(2) Fee amount. The residential, nonresidential and small commercial garbage service user fee is established at the rate of fifteen dollars (\$15.00) per month per MHC located at the premises. This fee shall be effective as of July 1, 2018, with the prior ten-dollar (\$10.00) fee remaining in place until such time.

(3) Excluded service. The city will not provide garbage collection for industrial or large commercial units.

(4) Placement of MHCs. All refuse must be placed in the MHC at the curb of a public city street prior to 7:30 A.M. on the designated collection day and removed the same day.

(5) Provision of MHCs. One (1) MHC will be furnished at no cost and additional MHCs may be purchased, all as shown in the following table. If the allowable number of MHCs is insufficient to service the unit(s), then the unit(s) must contract with a permitted collection hauler for collection service. The following table shows the number of MHCs furnished by the city and the number of MHCs which may be purchased for the various units.

<u>CUSTOMER</u>	<u>FURNISHED</u>	<u>PURCHASE</u>
Small commercial, single family, town homes, separately-owned condominiums	1	1
2, 3, or 4-unit structures	2	2
5 or 6-unit structures	3	3
7 or 8-unit structures	4	4
9 or 10-unit structures	5	5

The maximum number of MHCs, including purchased MHCs, at a single structure multi-family dwelling, shall not exceed ten (10) carts. Multi-family dwellings within the same complex under separate ownership will be

considered as separate structures. For example, if three (3) ten (10) unit structures are located in one (1) complex and each is separately owned, then fifteen (15) MHCs would be furnished.

17-114. Penalties for violations of this ordinance.

(1) Any person violating the provisions of this chapter shall be guilty of a misdemeanor and punished as provided in the general provisions of the City Code. Each day that a continuing violation of this chapter is maintained or permitted to remain shall constitute a separate offense.

(2) Any person violating the provisions of this chapter may be assessed a civil penalty by the city not to exceed fifty dollars (\$50.00) per day, plus any associated court costs, and the repayment of administration costs incident to the correction of the municipal violation up to five hundred dollars (\$500.00) for each day of violation. Each day of violation shall constitute a separate offense for which the person in violation will be liable.

(3) In addition to the civil penalty in subsection (b) above, the city may recover all damages proximately caused by the violator to the municipality, which may include any reasonable expenses incurred in investigating violations and enforcing violations of this chapter.

(4) The city may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.

(5) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 6TH DAY OF MARCH 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF MARCH 2018.

ATTEST:

MAYOR

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 20th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

BACKGROUND:

Last month, a proposed Local Business (LB) text amendment was brought before City Council as part of our ongoing effort to update the zoning ordinance. However, some concerns were raised regarding the conditions that were attached to car washes as a use permitted on review. As seen below, the conditions have been amended to remove the maximum of three (3) bays and the hours of operation were altered to match the existing hours found in the City Ordinance relating to prohibited noises.

Car Washes

- a. Must be a minimum of 75' from all residential dwellings
- b. Must provide a buffer if a residential district or use is adjacent to this property
- c. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
- d. Hours of operation must be limited to 7 am to 11 pm

RECOMMENDATION:

Staff recommends approval of the proposed Local Business text amendment.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 20th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

14-203 DEFINITIONS

51. BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE) means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
165. RESTAURANT (LIMITED SERVICE) means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
168. RETAIL SALES ESTABLISHMENT (LIMITED SERVICE) means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9
(LB) LOCAL BUSINESS DISTRICT

SECTION

- 14-901. LB LOCAL BUSINESS DISTRICT.
- 14-902. USES PERMITTED.
- 14-903. USES PERMITTED ON REVIEW.
- 14-904. DEPTH OF FRONT YARD.
- 14-905. DEPTH OF REAR YARD.
- 14-906. DEPTH OF SIDE YARDS.
- 14-907. BUILDING AREA.
- 14-908. BUILDING HEIGHT.
- 14-909. PROVISIONS GOVERNING PARKING.
- 14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES.

Chapter 9
LB LOCAL BUSINESS DISTRICT
(3447-7/3/2012)

14-901. LB LOCAL BUSINESS DISTRICT

~~The Local Business District is a commercial infill and traditional commercial neighborhood district intended to permit the development of mixed use and traditional commercial neighborhood into the existing pattern of buildings by reuse of buildings as appropriate, the repetition of historic patterns as appropriate, the integration of parking, recreational facilities and other use elements in a manner that does not detract from historic elements but utilizes existing topographic features. The district shall encourage the creation of new neighborhoods that are pedestrian oriented and create streetscapes compatible with existing buildings~~

The Local Business (L.B) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

14-902. USES PERMITTED

1. Accessory structures/buildings.
2. ~~Architect's and Artist's Studios (limited practice).~~
3. ~~Bakery goods store.~~
4. Bank.
5. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
6. Bed and Breakfast Operations
7. ~~Book store.~~
8. Business, Professional or Governmental Offices (Limited Practice)
9. ~~Candy store.~~
10. Churches, Synagogues, Temples, Parsonages and Parish Houses, and other Places of Worship
11. ~~Clothing store.~~
12. ~~Delicatessen.~~
13. ~~Dentists (limited practice).~~
14. ~~Doctors (limited practice).~~
15. ~~Drug store.~~
16. ~~Dry cleaning pick-up station.~~
17. ~~Florist shop.~~
18. ~~Fruit market.~~
19. Gasoline service station.
20. ~~Grocery store.~~
21. ~~Hardware store.~~
22. ~~Health salon.~~
23. Home Occupations (subject to Section 14-228)
24. ~~Ice cream store.~~
25. ~~Jewelry store.~~
26. Kindergartens and child nurseries.
27. ~~Lawyers (limited practice).~~
28. ~~Laundry pick-up station.~~
29. ~~Meat market.~~
30. ~~News stand.~~

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- ~~31. —Optometrists (limited practice).~~
32. Plant and Flower nurseries.
- ~~33. —Psychiatrists (limited practice).~~
- ~~34. —Psychologist (limited practice).~~
- ~~35. —Radio store and repair shop.~~
36. Residential (single family, two-family, and multi- family).
- ~~37. —Restaurant~~
38. Restaurant (Limited Service)
39. Retail Sales Establishment (Limited Service)
40. Rooming or Boarding House
41. Self-service laundry.
- ~~42. —Shoe store.~~
- ~~43. —Tailor shop.~~
- ~~44. —Television store and repair shop.~~
- ~~45. —Variety store.~~

14-903. USES PERMITTED ON REVIEW

- ~~1. —Architectural Offices.~~
- ~~2. —Barber Shops~~
- ~~3. —Beauty Shops~~
- ~~4. —Bed and Breakfast Operations~~
- ~~5. —Cemeteries~~
- ~~6. —Churches, Synagogues, Temples and other places of worship~~
- ~~7. —Convalescent and Nursing Homes.~~
- ~~8. —Country Clubs and Golf Courses (public or private).~~
- ~~9. —Dentist Offices.~~
- ~~10. —Doctor Offices.~~
- ~~11. —Engineering Offices.~~
- ~~12. —General Office.~~
- ~~13. —Governmental (or Public) Building.~~
- ~~14. —Human Care Clinics.~~
- ~~15. —Institutions for Higher Education.~~
- ~~16. —Schools~~

Car Washes

- a. Must be a minimum of 75' from all residential dwellings
- b. Must provide a buffer if a residential district or use is adjacent to this property
- c. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
- d. Hours of operation must be limited to 7 am to 11 pm

Cemeteries

- a. The Cemetery must be an accessory use

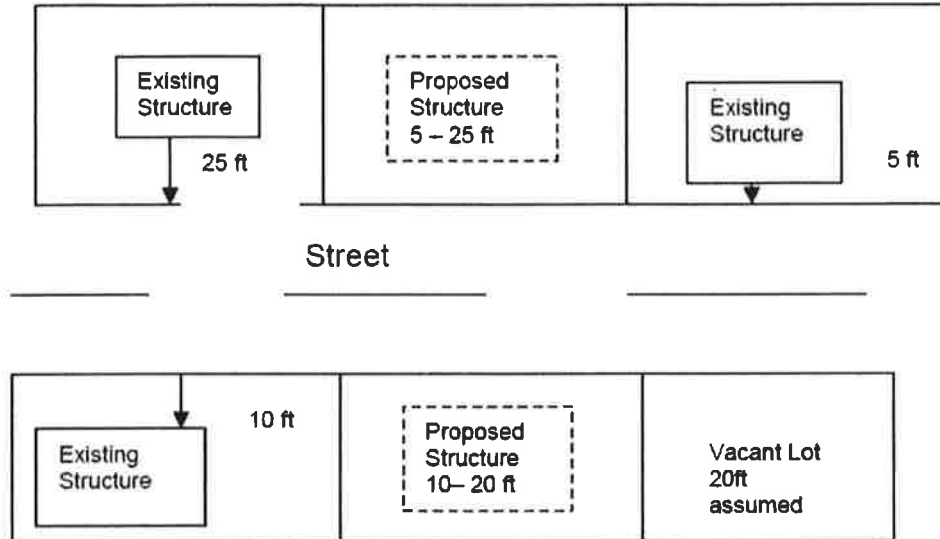
Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities

- a. Must be located on a Collector or Arterial Street
- b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

P.O. Box 1499 • Morristown, Tennessee 37816-1499 • Phone (423) 585-4620 • Fax (423) 585-4679

The depth of the front yard setback shall be determined by measuring the front yard setback of the adjacent properties from the front property line to the principal building to determine a minimum and maximum setback from the front property line. Any principal building on any lots shall be located no nearer or farther than the front yard setbacks of the adjacent property. If adjacent property is vacant then a front yard setback of adjacent property shall be twenty (20) feet so that minimum and maximum can be set (See Figure Below).



14-905. DEPTH OR REAR YARD

1. The case of a lot where the rear lot line coincides with the lot line of a lot in a residential district, any principal building shall be located no nearer than twenty (20) feet to said rear lot line.
2. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said rear lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line, in cases other than those as set forth above in subsections 1 and 2.

14-906. DEPTH OF SIDE YARDS

1. In the case of a lot where the side lot line coincides with the lot line of a lot in a residential district, any principal building shall set back from said lot line in accordance with the provisions governing width of side yards in the residential district.
2. In the case of a lot where the side lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said side lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the side lot line, in cases other than those as set forth above in subsections 1 and 2.

14-907. BUILDING AREA

The principal building and accessory buildings on any lot shall not cover more than seventy-five (75) percent of the total area of said lot.

14-908. BUILDING HEIGHT

Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures ~~shall~~ should have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

ORDINANCE NO. ____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2, AND CHAPTER 9 (LOCAL BUSINESS DISTRICT) 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, 14-203 Definitions and Chapter 9, Local Business District be approved as follows:

Chapter 2, 14-203 Definitions

- 51. BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE) means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
- 165. RESTAURANT (LIMITED SERVICE) means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
- 168. RETAIL SALES ESTABLISHMENT (LIMITED SERVICE) means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9, LB LOCAL BUSINESS DISTRICT

14-901. LB LOCAL BUSINESS DISTRICT

The Local Business (LB) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

14-902. USES PERMITTED

- 1. Accessory structures/buildings
- 2. Bank.

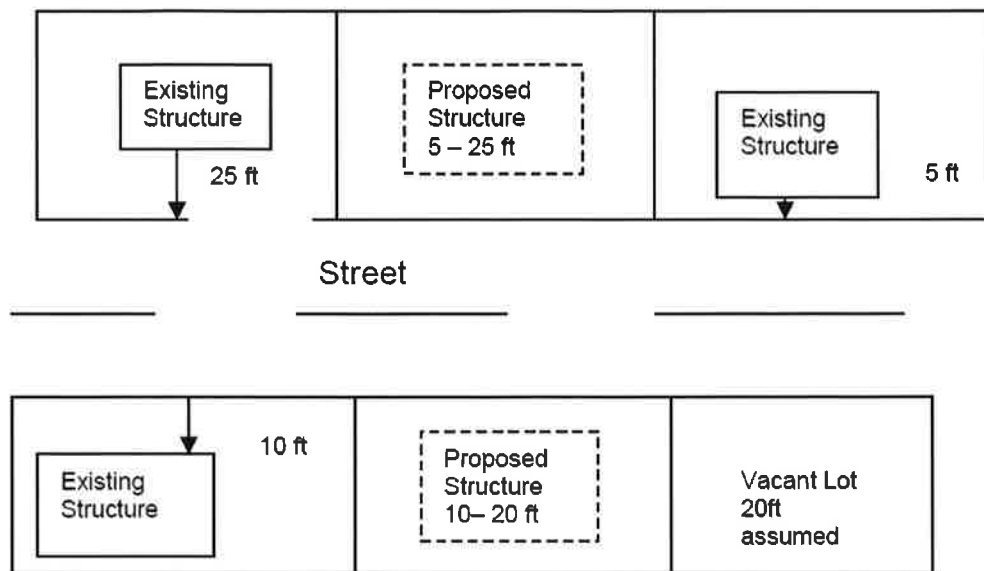
3. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
4. Bed and Breakfast Operations
5. Business, Professional or Governmental Offices (Limited Practice)
6. Churches, Synagogues, Temples, Parsonages and Parish Houses, and other Places of Worship.
7. Gasoline service station.
8. Home Occupations (subject to Section 14-228)
9. Kindergartens and child nurseries.
10. Plant and Flower nurseries.
11. Residential (single family, two-family, and multi- family).
12. Restaurant (Limited Service)
13. Retail sales establishment (Limited Service)
14. Rooming or Boarding House
15. Self-service laundry.

14-903. USES PERMITTED ON REVIEW

1. Car Washes
 - a. Must be a minimum of 75' from all residential dwellings
 - b. Must provide a buffer if a residential district or use is adjacent to this property
 - c. Must follow the exterior lighting ordinance (Chapter 32) in order to minimize light trespass onto residential areas.
 - d. Hours of operation must be limited to 7 am to 11 pm
2. Cemeteries
 - a. The Cemetery must be an accessory use
3. Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities
 - a. Must be located on a Collector or Arterial Street
 - b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

The depth of the front yard setback shall be determined by measuring the front yard setback of the adjacent properties from the front property line to the principal building to determine a minimum and maximum setback from the front property line. Any principal building on any lots shall be located no nearer or farther than the front yard setbacks of the adjacent property. If adjacent property is vacant then a front yard setback of adjacent property shall be twenty (20) feet so that minimum and maximum can be set (See Figure Below).



14-905. DEPTH OR REAR YARD

1. The case of a lot where the rear lot line coincides with the lot line of a lot in a residential district, any principal building shall be located no nearer than twenty (20) feet to said rear lot line.
2. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said rear lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line, in cases other than those as set forth above in subsections 1 and 2.

14-906. DEPTH OF SIDE YARDS

1. In the case of a lot where the side lot line coincides with the lot line of a lot in a residential district, any principal building shall set back from said lot line in accordance with the provisions governing width of side yards in the residential district.
2. In the case of a lot where the side lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said side lot line.

3. Any principal building on any lot shall be located no nearer than ten (10) feet to the side lot line, in cases other than those as set forth above in subsections 1 and 2.

14-907. BUILDING AREA

The principal building and accessory buildings on any lot shall not cover more than seventy-five (75) percent of the total area of said lot.

14-908. BUILDING HEIGHT

Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures shall have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

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 ____ day of _____ 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the _____ day of _____ 2018.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 20th, 2018
SUBJECT: Text Amendment –Industrial Use Off-Street Parking Requirements
Section 14-216-3.f

BACKGROUND:

This is a request by the Industrial Development Board (IDB) to amend the Off-Street Parking Requirements for Industrial Uses (Section 14-216-3.f).

Currently, the ordinance requires one (1) parking space per five hundred (500) square feet of total floor area. The IDB is seeking to amend the off-street parking to be based on employment numbers instead of floor space, which they state is an old standard for more labor intensive industries. As technology and automation increases, many industries may have a large building footprint but do not need nearly the number of parking spaces that the ordinance currently requires. For example, Project Ruby came before the Board of Zoning Appeals this past June for a variance to the required parking for this exact reason.

Their proposed amendment is as follows:

One and one quarter (1.25) parking spaces for every one (1) employee on the largest work shift, plus one space per company vehicle plus adequate visitor parking.

As seen below, many other cities in the region have similar employee based parking requirements instead of being based on square footage.

Other Cities:

Athens

Bristol

Chattanooga

Cleveland

Greeneville

Johnson City

Kingsport

Knoxville

Industrial Use Off-Street Parking Requirements:

One and half (1.5) spaces for each two (2) employees employed on the largest work shift, plus one (1) space for each business vehicle

1 parking space per employee

1 auto parking space for every 2 workers on the combined 2 largest successive shifts

1/employee +1/250 sq ft office space

One (1) space for each two (2) employees in the largest shift

One (1) space per two (2) employees on the largest shift

One space per 1.5 employees on major shift, plus one space per company vehicle and piece of mobile equipment

0.75 per employee at the largest shift

Mt. Juliet	One space for each 1,500 square feet of gross floor area or one space for each three employees during the largest shift, whichever is greater
Oak Ridge	3 per 4 employees, computed on the basis of greatest number of persons employed at any one shift during the day or night, or 1 per 667 square feet of useable area, which is greater

At its March 13th meeting, the Planning Commission voted 9 to 0 to recommend approval of this text amendment.

RECOMMENDATION:

After reviewing off-street parking requirements elsewhere and in order to be competitive with other cities in the region, staff recommends approval of the proposed text amendment.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: March 20th, 2018
SUBJECT: Text Amendment –Industrial Use Off-Street Parking Requirements
Section 14-216-3.f

14-216.3 OFF-STREET PARKING REQUIREMENT:

f. Industrial Uses: ~~One (1) parking space per five hundred (500) square feet of total floor area~~

One and one quarter (1.25) parking spaces for every one (1) employee on the largest work shift, plus one space per company vehicle plus adequate visitor parking.

Industrial Development Board of The City of

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

March 5, 2018

Mr. Steve Neilson
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Steve:

It is my understanding that an issue has been raised regarding parking requirements for manufacturing and industrial related companies located in the City of Morristown. And in light of this, City planning staff is now reviewing the requirements with plans to recommend changes to the Planning Commission.

The current City requirements base parking on the square footage of the industrial building. This is a somewhat old standard based on industries that were more labor intensive. Companies today have more automation and therefore fewer workers per square foot of building.

I respectfully request that you consider changing the required number of parking spaces for industrial companies to 1.25 spaces for every 1 employee normally employed on the largest working shift, as well as adequate company vehicle and visitor parking. This should allow for satisfactory parking at any facility – new or expanding.

Thank you in advance for your consideration. Please feel free to contact me if you would need to discuss further.

Sincerely,



Marshall Ramsey
Secretary

MR/jb

Cc: Mr. Tony Cox

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING
AND LAND USE CONTROL), CHAPTER 2, 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, 14-216-3, Off-Street Parking Requirements be amended to state:

14-216-3.f. Industrial Uses

One and one quarter (1.25) parking spaces for every one (1) employee on the largest work shift, plus one space per company vehicle and adequate visitor parking.

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 the _____ day of _____, 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2018.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: March 20th, 2018
SUBJECT: Annexation Request for 1755 Howard Allen Road

BACKGROUND:

The City of Morristown is currently working in tandem with Mrs. Linda Robinson, property owner of 1755 Howard Allen Road, Hamblen County Tax Parcel ID #061 005.01 and Jefferson County Tax Parcel ID # 018 046.01 to purchase and annex said property into the corporate limits of Morristown with a zoning designation of HI (Heavy industrial).

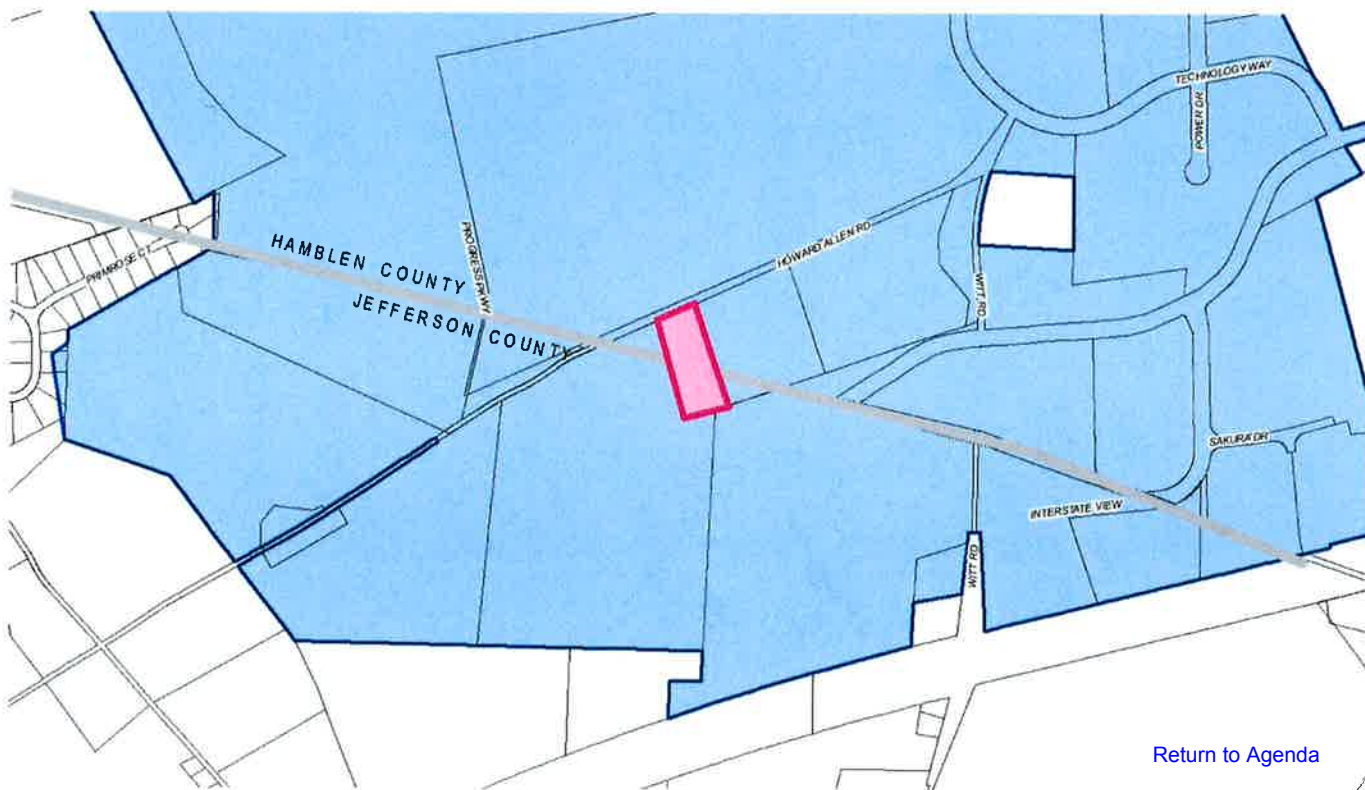
Annexation of this 3.8+/- acre parcel will fill one of two gaps within the City's East Tennessee Progress Center located adjacent to Exit 8 and 'The Downs' development in south Morristown. The East Tennessee Progress Center (ETPC) is a 900 acre industrial park started in mid-1990's, the entirety of which is zoned industrial, hence, Staff's request to recommend industrial zoning upon annexation rather than rezone the property at a later date.

The dwelling and accessory structures currently in place will be razed and property utilized for development within this area of the East Tennessee Progress Center. (That portion of Howard Allen Road which fronts this property will be abandoned in conjunction with this annexation request, also as part of development within this area of the industrial park.)

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs. No additional right-of-way is to be included. No additional Fire or Police personnel will be required at this time.

RECOMMENDATION:

The Planning Commission at their regular meeting of March 13th voted to forward their recommendation of approval to City Council for both the annexation and its plan of services.

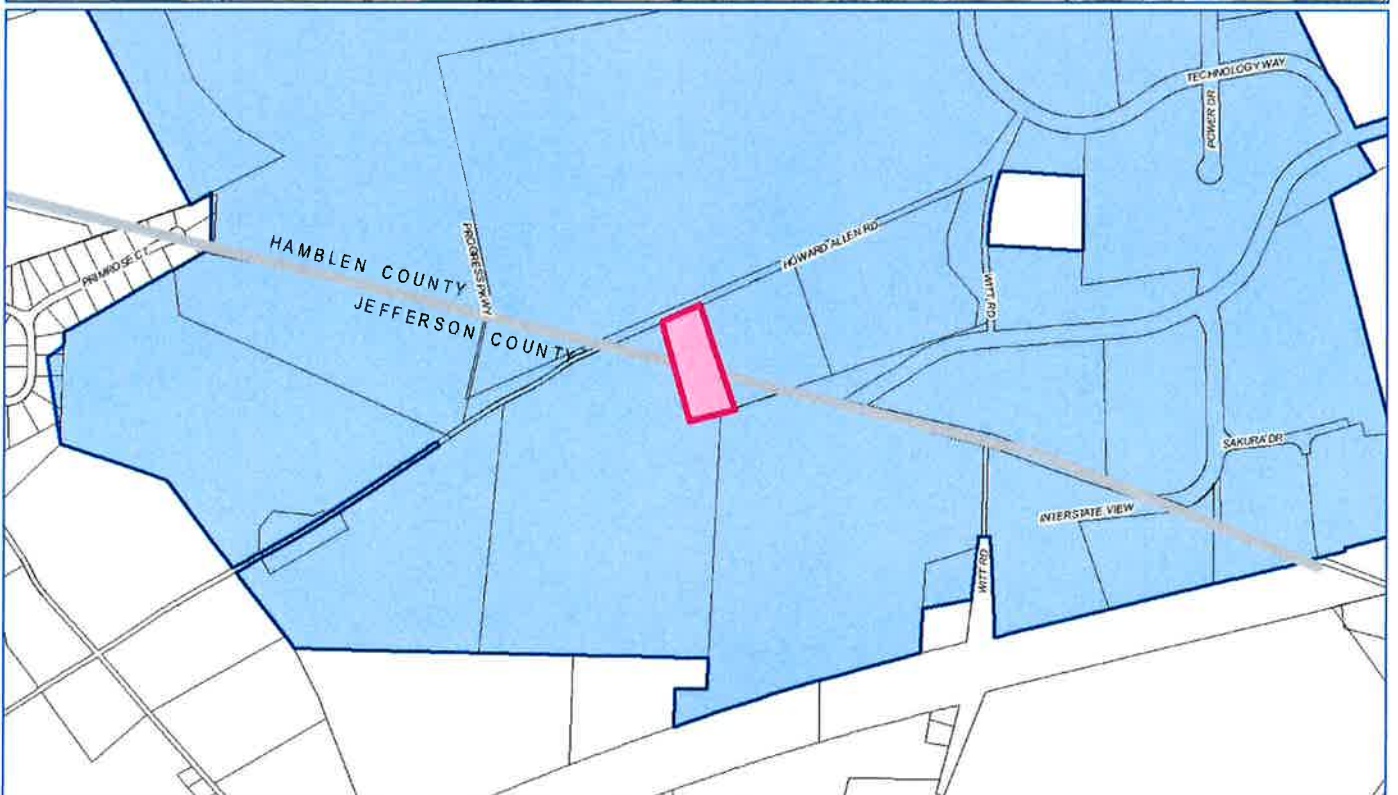


[Return to Agenda](#)

ATTACHMENT 1

Hamblen County Tax Parcel ID # 061 005.01
Jefferson County Tax Parcel ID # 018 046.01

1755 Howard Allen Road



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE;

Annexation of property located along the south rights-of-way of Howard Allen Road within the East Tennessee Progress Center, having previously been addressed as 1755 Howard Allen Road;

Section I. WHEREAS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Property assigned Hamblen County Tennessee Tax Parcel ID # 061 00501 and Jefferson County Tennessee Tax Parcel ID # 018 046.01 which includes 3.84+/- acres situated along the southern right-of-way of Howard Allen Road as shown in the attached graphic and as described in Hamblen County Tennessee Deedbook 233, page 483, a copy of which is attached;

2. Heavy Industrial (HI) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 20TH DAY OF MARCH 2018.

MAYOR

ATTEST:

CITY MANAGER

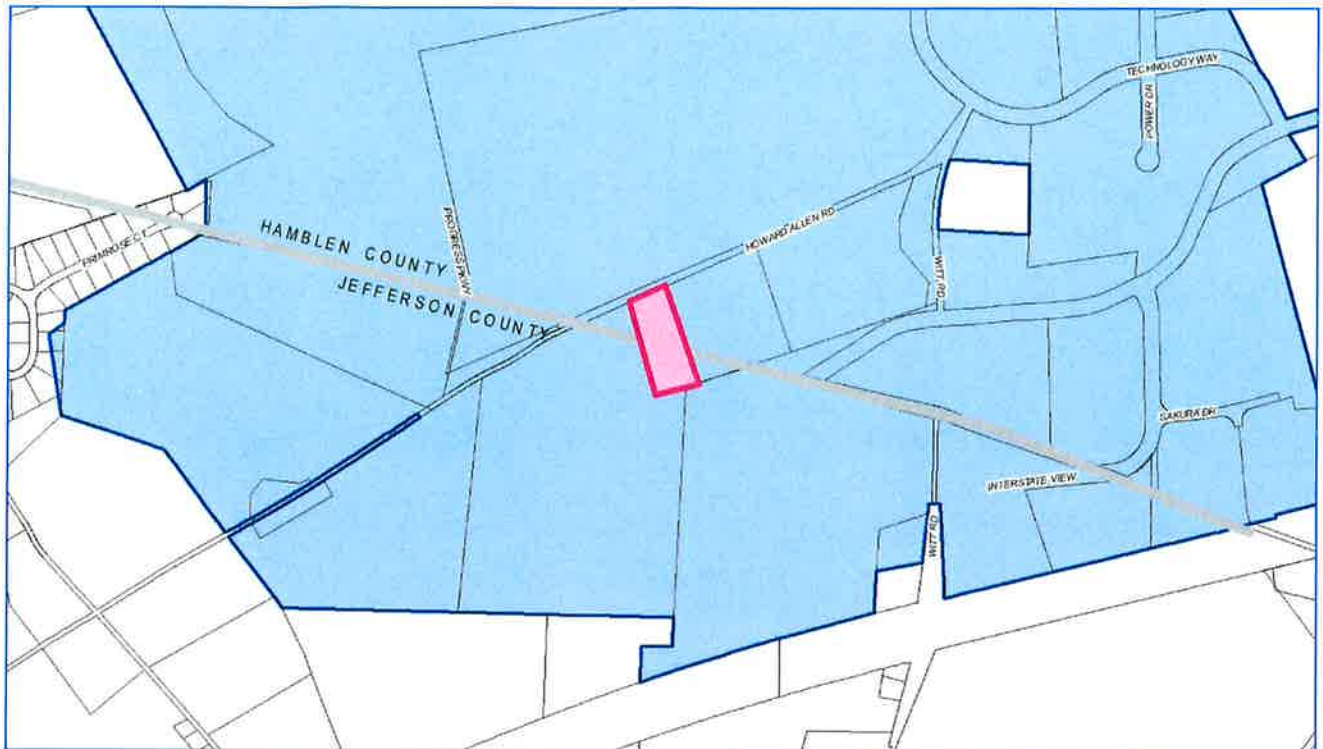
PASSED ON SECOND READING THIS 3rd DAY OF APRIL 2018.

MAYOR

ATTEST:

CITY MANAGER

Annexation Area



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: March 20th, 2018
SUBJECT: Annexation Request for Exit 8

BACKGROUND:

The City of Morristown is currently working in tandem with the developer of 'The Downs at Wallace Farms' at Exit 8 to annex Hamblen County Tax Parcel ID # 032057 11604, which was split into lots with the construction of the Progress Parkway entrance into the East Tennessee Progress Center.

Annexation of this 24 acre parcel will fill in much of that area still not incorporated between the East Tennessee Progress Center and 'The Downs' at Wallace Farms development. As the greater part of the area west of South Davy Crockett Highway is zoned HI (Heavy Industrial), Staff would recommend that this property be zoned likewise upon its effective date as opposed to placing the property in a 'holding' zone which involves subsequent meetings and approvals.

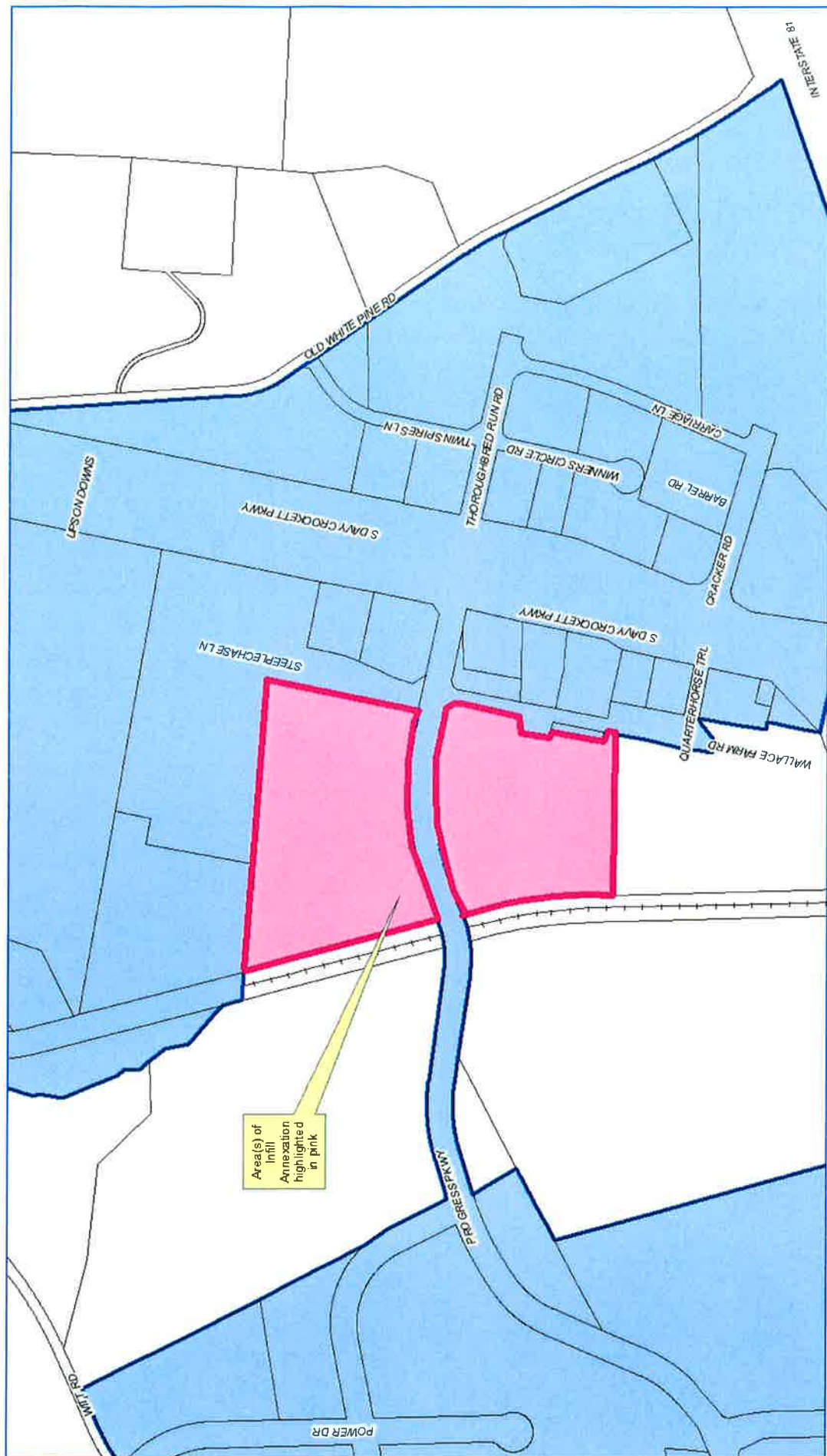
Morristown Utilities Commission will serve as utility provider for all electrical and sanitary sewer needs. Witt Utilities will provide all water service needs. Both areas currently adjoin City streets so no additional rights-of-way will be included. No additional Fire or Police personnel is required at this time.

RECOMMENDATION:

The Planning Commission at their regular meeting of March 13th voted to forward their recommendation of approval to City Council for both the annexation and its plan of services.



EXHIBIT A



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE;

Annexation of property identified as being located in the first civil district of Hamblen County, Hamblen County Tax Parcel ID # 057 11604 000 which is divided by the rights-of-way of Progress Parkway to include 23.25 (+/-) acres more or less, the general location being shown on the attached exhibit a;

Section 1. WHEREAS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Beginning at the northwest intersection of Progress Parkway with Steeple Chase Lane (50 foot easement), travel north following the line shared of Hamblen County Tax Parcel ID 057 116.04 and 057 116.03 for approximately 583 feet; thence in a westerly direction following the shared property line of Hamblen County Tax Parcel ID 057 116.04 and 057 116.03 for approximately 1,095 feet; thence following the eastern Southern Railway property line south for approximately 756 feet; thence in an easterly direction following the northern Progress Parkway right of way line to the point of beginning for a total of approximately 13.25 acres; thence, starting at the southwest intersection of Progress Parkway and Quarterhorse Trail, following the western right of way of Quarterhorse Trail for approximately 771 feet to its intersection with Hamblen County Tax ID # 062 010.00; thence travelling west to the eastern right of way line of the Southern Railway approximately 625 feet; thence running in a northerly direction following the eastern Southern Railway right of way line for approximately 2,090 feet to its intersection with the southern right of way line for Progress Parkway; thence in an easterly direction following the southern right of way line for Progress Parkway approximately 800 feet to the point of beginning for a total of approximately 10+/- acres, the total of both areas being approximately 23.25 acres.

2. Heavy Industrial (HI) shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 20th DAY OF MARCH 2018.

MAYOR

ATTEST:

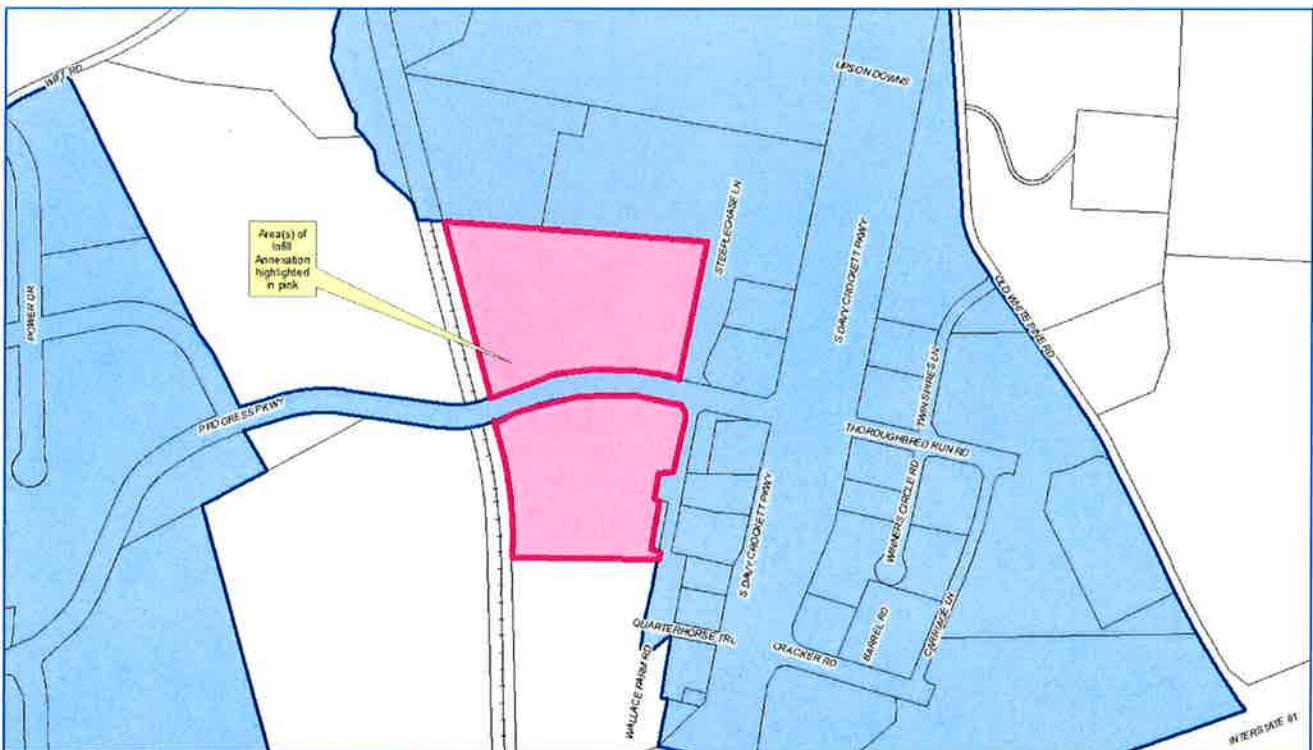
CITY MANAGER

PASSED ON SECOND READING THIS 3RD DAY OF APRIL 2018.

MAYOR

ATTEST:

CITY MANAGER



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: March 20th, 2018
SUBJECT: Street to be Abandoned

BACKGROUND:

The City of Morristown has initiated abandonment proceedings for that portion of Howard Allen Road which exists within the City limits. This abandonment is needed as it will be part of the redevelopment of that area of the East Tennessee Progress Park.



Approximately 3,500 linear feet of Howard Allen Road exists within the current City limits and it is this entire portion of right-of-way which will be vacated, from the corporate limit line in the west to the terminus with Witt Road to the east.

RECOMMENDATION:

The Planning Commission at their regular meeting on March 13th 2018 voted to recommend the abandonment of Howard Allen Road as submitted.

ORDINANCE NO. _____

**ENTITLED AN ORDINANCE TO ABANDON CERTAIN PUBLIC STREET RIGHTS OF WAY
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE;**

Being that portion, in its entirety, of Howard Allen Road which is currently within the corporate limits of the City of Morristown Tennessee;

Section 1. **WHEREAS**, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, on March 13th 2018 the Morristown Regional Planning Commission considered and recommended the closure of that portion of Howard Allen Road which currently exists within the corporate limits of the City of Morristown; and

WHEREAS, the following action is deemed to be in the best interest of the Municipality; and

NOW THEREFORE:

Section 2. **WHEREAS**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN TENNESSEE that the following right-of-way is hereby closed, vacated and abandoned, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

Beginning at the intersection of Howard Allen Road with Hardy Road in Jefferson County Tennessee, travel east along the centerline of Howard Allen Road approximately 2,400 feet to the corporate limit line of the City of Morristown Tennessee which is the point of beginning; thence travel in an easterly fashion following the centerline of Howard Allen Road approximately 3,600 feet to its terminus with Witt Road, the entirety of this portion of the Howard Allen Road right-of-way to be abandoned, the entirety of which currently exists within the corporate limits of the City of Morristown Tennessee;

Section 3. **BE IT FURTHER ORDAINED** that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section 4. **BE IT FURTHER ORDAINED** that this ordinance takes effect from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 20th DAY of MARCH 2018.

MAYOR

ATTEST:

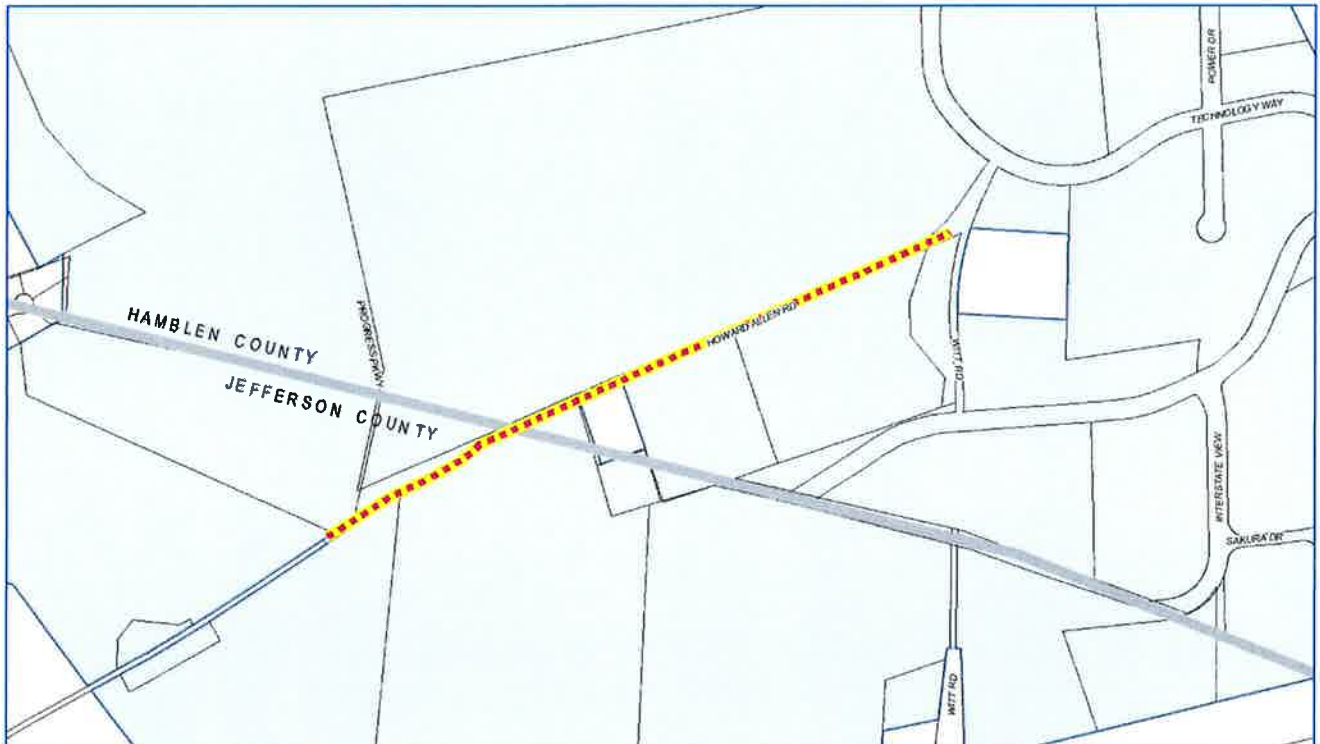
CITY MANAGER

PASSED ON SECOND READING THIS 3rd DAY OF APRIL 2018.

MAYOR

ATTEST:

CITY MANAGER



March 9, 2018

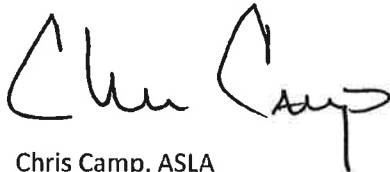
Ms. Ashley Ahl, Purchasing Assistant
City of Morristown
100 West First North Street
Morristown, Tennessee 37814

Dear Ms. Ahl:

We have reviewed the bids received on March 8th for the Morristown Public Works Facility – Bid Package 1. A total of 4 bids were submitted with the proper paperwork. The bids ranged from a low of \$3,499,153.00 to a high of \$5,680,731.17. We have reviewed the low bid submitted by East Tennessee Turf and Landscape and found no errors in the bid. Therefore, we are recommending the City of Morristown accept this bid and move into the contract development stage of the project.

Please let us know if the city agrees with this recommendation to enter into a contract with the low bidder so that we can request bonds and other required documents from the low bidder. We will also prepare a standard AIA contract between the City and Contractor and forward it to you for review.

If you have any questions, please give me a call.

A handwritten signature in black ink, appearing to read 'Chris Camp'.

Chris Camp, ASLA
President

**Pursuant to the Invitation to Bid extended for
Morristown Public Works Phase 1
Site Improvements**

Page 1

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

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

East Tennessee Turf and Landscape
716 White Oak Circle
Morristown, TN 37814

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

Morristown Public Works Facility, Bid Package #1
Howell Road
Morristown, TN 37814

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

Lose & Associates, Inc.
2809 Foster Ave.
Nashville, TN 37210
Phone: 615-242-0040

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

☒ Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Site Development of Roadway items from station 0+00 to 4+00.	April 27, 2018

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred ninety-nine one hundred fifty-three dollars and no cents (\$ 3,499,153.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
1. Soil Cement Stabilization	\$259,930.00
2. Undercutting Poor Soils	\$80,000.00
3. Sinkhole Remediation Grout Columns, drilling and casing.	\$36,000.00
4. Sinkhole Remediation Grout Columns, grouting	\$58,500.00
5. Sinkhole Remediation Inverted Stone Filter, choker stone	\$12,000.00
6. Sinkhole Remediation Inverted Stone Filter, shot rock	\$125,000.00
7. Sinkhole Remediation Inverted Stone Filter, geotextile filter fabric	\$32,000.00
8. Sinkhole Remediation, concrete	\$20,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Init.

Item	Units and Limitations	Price per Unit (\$0.00)
Soil Cement Stabilization	SY	\$13.90
Undercutting Poor Soils	CY	\$10.00
Grout Column Drilling & Casing	LF	\$40.00
Grout Column Grouting	CY	\$325.00
Choker Stone	Ton	\$30.00
Shot Rock	Ton	\$12.50
Geotextile Filter Fabric	SY	\$8.00
Remediation Concrete	CY	\$100.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

Init.

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User Notes:

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- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

Init.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

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

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No termination fee will be paid.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

Init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Paul Brown
Public Works Director
100 West First North Street
Morristown, TN 37814

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Nicholas R. Overbay
715 White Oak Circle
Morristown, TN 37814

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA09)
[Return to Agenda](#)

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
	As noted in Project Manual sealed on	2/15/2018

.6 Specifications

Section	Title	Date	Pages
	As noted in Project Manual sealed on	2/15/2018	

.7 Addenda, if any:

Number	Date	Pages
	2/26/2018	3
2	3/2/2018	16

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
000010	Supplemental Condition to the Contract	2/15/2018	14

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

Init.

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(3B9ADA09)
[Return to Agenda](#)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

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[Return to Agenda](#)

Additions and Deletions Report for AIA® Document A101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:44:30 on 03/09/2018.

PAGE 1

AGREEMENT made as of the day of in the year

...

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

...

East Tennessee Turf and Landscape
716 White Oak Circle
Morristown, TN 37814

...

Morristown Public Works Facility, Bid Package #1
Howell Road
Morristown, TN 37814

...

Lose & Associates, Inc.
2809 Foster Ave.
Nashville, TN 37210
Phone: 615-242-0040

PAGE 2

[☒] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[☒] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

...

Site Development of Roadway items
from station 0+00 to 4+00.

April 27, 2018

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million four hundred ninety-nine one hundred fifty-three dollars and no cents (\$ 3,499,153.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

<u>1. Soil Cement Stabilization</u>	<u>\$259,930.00</u>
<u>2. Undercutting Poor Soils</u>	<u>\$80,000.00</u>
<u>3. Sinkhole Remediation Grout</u>	<u>\$36,000.00</u>
<u>Columns, drilling and casing.</u>	
<u>4. Sinkhole Remediation Grout</u>	<u>\$58,500.00</u>
<u>Columns, grouting</u>	
<u>5. Sinkhole Remediation Inverted Stone</u>	<u>\$12,000.00</u>
<u>Filter, choker stone</u>	
<u>6. Sinkhole Remediation Inverted Stone</u>	<u>\$125,000.00</u>
<u>Filter, shot rock</u>	
<u>7. Sinkhole Remediation Inverted Stone</u>	<u>\$32,000.00</u>
<u>Filter, geotextile filter fabric</u>	
<u>8. Sinkhole Remediation, concrete</u>	<u>\$20,000.00</u>

PAGE 4

<u>Soil Cement Stabilization</u>	<u>SY</u>	<u>\$13.90</u>
<u>Undercutting Poor Soils</u>	<u>CY</u>	<u>\$10.00</u>
<u>Grout Column Drilling & Casing</u>	<u>LF</u>	<u>\$40.00</u>
<u>Grout Column Grouting</u>	<u>CY</u>	<u>\$325.00</u>
<u>Choker Stone</u>	<u>Ton</u>	<u>\$30.00</u>
<u>Shot Rock</u>	<u>Ton</u>	<u>\$12.50</u>
<u>Geotextile Filter Fabric</u>	<u>SY</u>	<u>\$8.00</u>
<u>Remediation Concrete</u>	<u>CY</u>	<u>\$100.00</u>

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Five percent (5%)

...

N/A

...

N/A

PAGE 6

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

...

No termination fee will be paid.

PAGE 7

Paul Brown
Public Works Director
100 West First North Street
Morristown, TN 37814

...

Nicholas R. Overbay
715 White Oak Circle
Morristown, TN 37814

...

~~4—AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

PAGE 8

As noted in Project 2/15/2018
Manual sealed on

...

As noted in Project 2/15/2018
Manual sealed on

...

	<u>2/26/2018</u>	<u>3</u>
<u>2</u>	<u>3/2/2018</u>	<u>16</u>

...

N/A

...

[☒] Supplementary and other Conditions of the Contract:

...

000010

Supplemental Condition
to the Contract

2/15/2018

14

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:44:30 on 03/09/2018 under Order No. 2400432420 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition. Where any article of the General Conditions is modified or any paragraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1.8 Other definitions.

- 1.1.8.1 The term "product" as used in these Supplementary Conditions includes materials, systems and equipment.
- 1.1.8.2 The term "or equal" as used in these Supplementary Conditions means "or an equal approved by the Architect."
- 1.1.8.3 The term "provide" as used in these Supplementary Conditions means "furnish and install."
- 1.1.8.4 Wherever technical standards, such as (but not limited to) ASTM, are referenced in the specifications, it shall mean the standards current on the date the Contract Agreement is finalized, unless otherwise noted.

ADD THE FOLLOWING TO PARAGRAPH 1.2.3

- 1.2.3.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - 1. The Agreement.
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2: OWNER

DELETE PARAGRAPH 2.2.5 AND SUBSTITUTE THE FOLLOWING:

- 2.2.5 The selected Contractor shall be supplied with one (1) copy of specifications and construction documents for execution of work. Additional copies may be obtained at the Contractor's expense.

ARTICLE 3: CONTRACTOR

ADD THE FOLLOWING PARAGRAPHS 3.3.4, 3.3.5, 3.3.6

- 3.3.4 Add: The Contractor shall establish and maintain reference points required for the work. He shall set batter boards for establishing corners and other key points. He shall lay out on forms or rough floor the exact locations of partitions, openings, etc., as a guide to all trades. He shall verify grades, lines, levels, and dimensions indicated on the drawings before commencing work.
- 3.3.5 Lay out building lines and verify grades. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Architect and obtain a decision before starting work.
- 3.3.6 The Contractor shall have the subcontractor who installs them, correct defects in bases, surfaces or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

ADD THE FOLLOWING PARAGRAPHS 3.4.4, 3.4.5 AND 3.4.6

- 3.4.4 After the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in this paragraph. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Architect, such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.
- 3.4.5 By making requests for substitutions based on Clause 3.4.4 above, the Contractor:
- a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

- 3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner to reply will constitute notice of non-acceptance. Written acceptance of substitution will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements. Any adjustment in contract price will be accurately reflected in the required AIA Document G701 Change Order.

ADD THE FOLLOWING PARAGRAPH 3.5.2

- 3.5.2 For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all kinds of work which in the judgment of the Owner, proves defective in materials and or workmanship.

ADD THE FOLLOWING PARAGRAPH 3.9.2

- 3.9.2 The Superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

ADD THE FOLLOWING TO PARAGRAPH 3.12.5:

- 3.12.5 Add the following sentence:
- a. Five copies of the shop drawings and brochures shall be submitted.

ADD THE FOLLOWING PARAGRAPH 3.12.11:

- 3.12.11 The Owner and/or Owner's Representative shall not be responsible for correctness of dimensions for design as outlined in 3.12.10.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

ADD THE FOLLOWING TO PARAGRAPH 4.1.1

- 4.1.1 Add the following sentence at the beginning of the paragraph:
- The term "Architect" shall be understood to refer to the Principal Designer as listed on the individual drawings and throughout these Contract Documents.

SUBSTITUTE IN SECTION 4.4

- 4.4 Delete "arbitration" and substitute "dispute resolution" for paragraphs 4.4.1 through 4.4.8.

DELETE IN SECTION 4.5

- 4.5 Delete all referencing to "arbitration" in paragraphs 4.5.1, 4.5.2 and 4.5.3.

ADD THE FOLLOWING TO SECTION 4.5

- 4.5 Add "All settlements requiring court proceedings will be held in Hamblen County, Tennessee." in paragraphs 4.5.1, 4.5.2 and 4.5.3.

DELETE SECTION 4.6, ARBITRATION

ARTICLE 5: SUBCONTRACTORS

CHANGE PARAGRAPH 5.2.1 AS FOLLOWS

DELETE THE LAST SENTENCE FROM PARAGRAPH 5.2.1 AND ADD THE FOLLOWING CLAUSE:

- 5.2.1 No work shall be commenced until approval of such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing that any or all proposed Subcontractors are competent to execute the various parts of the work covered by their Subcontractors.

ARTICLE 7: CHANGES IN THE WORK

CHANGE PARAGRAPH 7.3.6 AS FOLLOWS

- 7.3.6. In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with paragraphs 7.3.10.1. through 7.3.10.6. below."

ADD THE FOLLOWING PARAGRAPH 7.3.10:

- 7.3.10 I In paragraph 7.3.6. the allowance for the combined overhead and profit, included in the total cost to the Owner, shall be based on the following schedule:
- .1 For each Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
 - .2 For the Contractor, for work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
 - .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, 10 percent of the cost.

- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, 5 percent of the amount due the Sub-Subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

ARTICLE 8: TIME

ADD THE FOLLOWING PARAGRAPH 8.3.4

- 8.3.4 Contract time already includes time for bad weather and no claims for additional contract time for bad weather will be approved except for rain days as listed in section 012400 Weather Delays.
- 8.3.5 Extended overhead profit or damages relating to weather delays will not be allowed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amount specified on the Bid Form, not as a penalty, but as liquidated damages.
- 8.3.6 A. Contractor shall pay Owner for cost related to additional construction administration by the Architect if Contractor fails to meet contract time frame specified.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD THE FOLLOWING PARAGRAPHS 9.3.1.3 AND 9.3.2.1

- 9.3.1.3 Until the work is substantially complete, the Owner will retain 5% of the amount due the Contractor on the project.
- 9.3.2.1 Partial payments will be made monthly on valuation of work done and acceptable materials suitably stored on the site. The Owner will retain 5% of the amount of each estimate until final completion and acceptance of all work covered by this Contract. At Owner's option retainage may be reduced when the project is 75% complete. In the event that the supervising Architect or Engineer refuses to certify the project as completed at such time as 100% of all of the contract draws have been extended, minus this retainage, then, in that event the Contractor agrees that the Owner may use said retainage to complete the project in accordance with the original contract terms and specifications, with it

being clearly understood between the parties that the payment of the retainage account on said contract completion shall in no ways or event release the Contractor from any further liability or obligation to complete the Contract as specified therein.

ADD THE FOLLOWING TO PARAGRAPH 9.5.1.3.

- 9.5.1.3 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damages to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Architect shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Architect shall deem sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Owner for an indemnity if against any and all losses, liability, damages, costs and expenses, including reasonable attorneys fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

ADD THE FOLLOWING PARAGRAPH 9.6.8

- 9.6.8 Notwithstanding any other provisions to the contrary, the Owner reserves the right to make payment directly to any Subcontractor of the Contractor (or jointly to the Contractor and Subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any Subcontractor or other party against the Owner or

the Owner's funds. This right may also be exercised through the Owner's title company making such payments.

ADD THE FOLLOWING TO PARAGRAPH 9.8.1

- 9.8.1 ...and when all required occupancy permits have been issued such as but not limited to State Fire Marshall Occupancy Permits, Local Building Occupancy Permits, State Health Agency Occupancy Permit, Local Health Department Permits, and copies of same have been delivered to the Owner.

ADD THE FOLLOWING TO PARAGRAPH 9.8.2

- 9.8.2 The Architect will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

ADD THE FOLLOWING TO PARAGRAPH 9.10

- 9.10.1 The Architect will make only one (1) such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.
- 9.10.2.1 Releases of liens shall be furnished by the Contractor on AIA Document G706 or a form approved by the Architect. Subcontractors and materials suppliers lien releases may be provided by the Contractor.

ADD THE FOLLOWING TO PARAGRAPH 9.11 TO 9.11.1

- 9.11 Liquidated Damages.
- 9.11.1 The Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, Article 3, Paragraph 3.3.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

ADD THE FOLLOWING PARAGRAPHS 10.2.8, 10.2.9, 10.2.10 AND 10.2.11:

- 10.2.8 Protect excavation, trenches, buildings and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- 10.2.9 Provide protection for the work against wind, storms, cold or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect.
- 10.2.10 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.
- 10.2.11 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

ARTICLE 11: INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 11.1.1

- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

Premises-Operations (including X-C-U)
Independent Contractor's Protective
Products and Completed Operations
Personal Injury Liability with Employment Exclusion deleted
Contractual - including specified provisions for the
Contractor's obligations under Paragraph 3.18
Owned, non-owned, and hired motor vehicles
Broad Form Property Damage including Completed
Operation
Umbrella Excess Liability
All insurance policies shall be written on an occurrence basis.

- .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claim-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable

extended reporting period shall be no earlier than the termination data of coverages required to be maintained after final payment, certified in accordance with paragraph 9.10.2.

ADD THE FOLLOWING TO PARAGRAPH 11.1.2

- 11.1.2.1 The Insurance required by paragraph 11.1.1 shall be written for not less than the following, or greater if required by law:

**SUPPLEMENTARY CONDITIONS OF CONTRACT
LA# 17007 MORRISTOWN PUBLIC WORKS FACILITY**

Page 9 of 14

1. Worker's Compensation, and related coverage's under paragraph's 5.04 A1 and A.2 of the General Conditions.

a. State: Statutory Limit

b.	Applicable Federal:	Statutory Limit
c.	Employer's Liability:	\$100,000
	Ea. Accident	\$100,000
	Disease – Policy Limit	\$500,000
	Disease – Ea. Employee	\$100,000

2. Contractor's General Liability under paragraphs 5.04 A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the Contractor:

a.	General Aggregate	\$1,000,000
b.	Products-Completed Operations Agg.	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	Each Occurance (Bodily Injury and Property Damage)	\$1,000,000
e.	Fire Damage (any one Fire)	\$50,000
f.	Medical Expense (any one expense)	\$5,000
g.	Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable	
h.	Excess or Umbrella Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$2,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a.	Bodily Injury:	
	Each Person	\$1,000,000
	Each Accident	\$1,000,000
b.	Property Damage	
	Each Accident	\$1,000,000

c.	Combined Single Limit of	\$1,000,000
----	--------------------------	-------------

4. The Contractual Liability coverage required by paragraph 5.04B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	Bodily Injury	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000
b.	Property Damage	
	Each Accident	\$1,000,000
	Annual Aggregate	\$1,000,000

5. The following shall be included as additional insured parties on Contractor's liability policies:

- a. City of Morristown – Owner
- b. Lose & Associates, Inc. – Engineer

11.1.2.2 Each policy shall provide either in the body of the policy or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled in less than ten days after the mailing of written registered notice to the Owner of such alternation or cancellation, or not less than five days after actual receipt by the Owner of such written notice.

ADD THE FOLLOWING SENTENCE TO PARAGRAPH 11.1.3

11.1.3 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

ADD THE FOLLOWING PARAGRAPH 11.1.4

11.1.4 Furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by 11.1.1, 11.1.2, and 11.1.3. The form of the certificate shall be AIA Document G705 or a form approved by the Architect. Furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

DELETE THE LAST TWO SENTENCES OF PARAGRAPH 11.2.1 AND SUBSTITUTE THE FOLLOWING

11.2.1 The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.

ADD THE FOLLOWING PARAGRAPH 11.2.2

11.2.2 .1 Limits for protection required for Contractual Liability shall be the sam as specified for Comprehensive General Liability.

- .2 Umbrella Excess Liability:
\$1,000,000 over primary insurance
\$25,000 retention

DELETE PARAGRAPHS 11.3, 11.3.1 AND 11.3.3

MODIFY PARAGRAPH 11.4 AS FOLLOWS

- 11.4.1 In the first sentence, delete "Unless otherwise provided, the Owner" and substitute "The Contractor". Add the following: "The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs proportionally attributable thereto."
- 11.4.1.2 Delete paragraph 11.3.1.2 and substitute the following: "If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim."
- 11.4.1.3 Delete Paragraph 11.4.1.3
- 11.4.4 Delete Paragraph 11.4.4
- 11.4.6 Delete paragraph and substitute with the following: "Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor."
- 11.4.7 Modify Paragraph 11.4.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- 11.4.8 Modify paragraph 11.4.8 by substituting "Contractor for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted.
- 11.4.9 Modify paragraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears.
- 11.4.10 Modify paragraph 11.4.10 by substituting "Contractor" for "Owner" each time the latter word appears.

MODIFY PARAGRAPH 11.5 AS FOLLOWS

- 11.5.1 Delete paragraph 11.5.1 and substitute the following: "The Contractor shall furnish to the Owner and keep in force during the term of the Contract performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and material furnished for the work. Such bonds shall be issued in a form and by a surety reasonable acceptable to Owner, shall be submitted to Owner for approval as to form, shall name the Owner and its leader as obligees and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract). The Contractor shall deliver the executed, approved bonds to the Owner within three (3) days after execution of this Agreement."

ADD THE FOLLOWING PARAGRAPHS 11.5.1.2, 11.5.3, 11.5.4, AND 11.5.5

- 11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- 11.5.3 The bonding company shall furnish a letter to the Owner from the home office acknowledging the bond(s). Separate bonds are preferred; however, a single bond providing the stated coverage will be acceptable.
- The costs of all bonds furnished hereunder shall be included in the Contract Sum.
- 11.5.4 The Owner shall have the right to waive any bonds required to be provided hereunder, in which event the amount of the premium of any such waived bond shall be deducted from the Contract Sum by appropriate Change Order.
- 11.5.5 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ADD THE FOLLOWING PARAGRAPH 11.6.1

- 11.6.1 If the Owner or Contractor is damaged by the failure of the other to purchase or maintain any insurance or bond required by these Contract Documents, within the written consent of the other, then the party failing to so purchase or maintain such insurance or bonds shall pay all costs incurred by the other party, including, but not limited to, reasonable attorneys fees.

ARTICLE 13: MISCELLANEOUS PROVISIONS

MODIFY PARAGRAPH 13.5.2 AS FOLLOWS:

- 13.5.2 Change the last sentence to read: "The Contractor shall bear the cost of all inspections, tests, and approvals unless otherwise specified.
- 13.9 Executed Non-Collusion Affidavit of Subcontractor
- The Contractor shall require each of the subcontractors identified in Subsection 8. of the Supplementary Conditions to execute the attached Non-Collusion Affidavit of Subcontractor.
- 13.10 Pre-Blast Survey
- In the event that the Contractor must perform any blasting during construction operations, the Contractor shall be responsible for conducting his own pre-blast survey at no cost to the Owner.
- 13.11 Utility Service

The Contractor shall provide and maintain at his own expense any water, electric, or other utility service used in the construction of the work.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

DELETE PARAGRAPH 14.2.1 AND 14.2.3 AND SUBSTITUTE THE FOLLOWING

- 14.2.1 The Owner may terminate this Contract at any time, with or without cause, by a notice in writing from the Owner to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount for services performed to date.
- 14.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Paragraph 14.2.1.

ADD THE FOLLOWING SECTION:

- 14.3.3 Upon receipt of written notice from the Owner of termination, the Contractor shall:
1. Cease operations as directed by the Owner in the notice.
 2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

END OF SECTION

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March 15, 2018

Joey Barnard, Assistant City Administrator
City of Morristown
100 West First North St.
Morristown, Tennessee 37814

RE: Recommendation of Award
2017 InvestPrep & SDG Progress Parkway
Extension

Dear Mr. Barnard:

Bids for the subject project were received at 100 West First North Street in Morristown, Tennessee and were publicly opened on March 14, 2018 at 2:00 PM. As shown below, a total of eight (8) 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
Summers-Taylor, Inc.	\$ 635,844.25
East Tennessee Turf & Landscape	\$ 661,901.00
JD Anderson Contracting	* \$ 677,121.11
GW Wyatt Contracting, LLC	\$ 699,823.61
Charles Blalock & Sons, Inc.	* \$ 704,259.73
Vic Davis Construction	\$ 777,040.30
Wild Building Construction, Inc.	\$ 799,975.83
Duracap Asphalt	\$ 825,124.00

(*denotes corrected amount)

The low bid for the project was submitted by Summers-Taylor, Inc. Summers-Taylor, Inc. provided all the necessary bid documentation that was pre-qualified in the bidding documents.

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

[Return to Agenda](#)

March 15, 2018
Page 2 of 2

McGill Associates recommends that the Base Bid contract be awarded to Summers-Taylor, Inc. in the amount of \$635,844.25. This bid amount is within the construction budget.

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, reading "Jake Greear, P.E.", with a stylized flourish at the end.

Jake Greear P.E.
Project Manager

Enclosure

K:\Projects\2017\17,06510 Morristown - 2017 InvestPrep\Bid Award

Project Understanding

A detailed description of our Scope of Services, Fee, and Schedule are as follows:

Per Task Order #3, McGill Associates, PA assisted the City of Morristown in the planning and preparation of construction documents for the extension of Progress Parkway and modifications to Howard-Allen Road per the approved TVA InvestPrep and Site Development Grant (SDG) funding applications. Under this Task Order, construction phase services are added to the previously completed scope of work.

Task 1 – Construction Administration and Construction Observation Services

Providing construction administration services, including performance of pre-construction meetings, shop drawing review, construction layout assistance, site observation, pay requests review, and preparation of final punch-list items. (Note: geotechnical services to be performed by others)

Task 1.1 – Pre-Construction Meeting

Task 1.2 – Shop Drawings

Task 1.3 – Site Observations

Task 1.4 – Pay Requests

Task 1.5 – Final Inspection

Task 1.6 – Contract Closeout

*Task 1 Deliverables: Pre-Construction Meeting Agenda (PDF format),
Shop Drawings (PDF format),
Inspection Reports & Progress Photos (PDF and JPEG formats),
Pay Requests (PDF format),
Final Inspection Punchlist (PDF format), and
Contract Closeout Documents (hardcopy and PDF format)*

Information Provided by the Engineer

McGill Associates will endeavor to provide the project deliverables described herein as shown below:

Schedule

Task	Milestone
Construction Phase Services:	90 days

Please note that McGill Associates has no control over internal regulatory or funding agency review processes as they relate to permits, approvals, and the issuances of notices to proceed.

Fee and Expenses

The Owner will pay the Engineer, based on the Basic Services outlined above in the descriptions for Task #1, a lump sum fee of **\$ 51,120** in percentage of completion increments. The rates shown on the attached Basic Fee Schedule shall apply.

The fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

All permitting, application, and similar project fees will be paid directly by the City of Morristown. McGill Associates will perform other services not outlined above in Task #1, or outside of the duration noted, only as approved under separate contract or amendment hereto.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 004 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **McGill Associates, P.A.**, and “Owner” shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of _____
_____ (Joey Barnard _____ or provide alternative address).

OWNER:

ENGINEER:

By: _____

By: _____ 

Name: Tony Cox

Name: Jamie Carden, P.E.

Title: City Administrator

Title: Knoxville Office Manager

Date: _____

Date: 03 . 14 . 18

Engineer License or

Firm's Certificate Number: 2784

State of: Tennessee

DESIGNATED REPRESENTATIVE:

Name: Joey Barnard

Title: Finance Director

Address:

P. O. Box 1499
Morristown, Tennessee 37816-1499

E-mail Address:

jbarnard@mymorristown.com

Phone: 423-581-0100

Fax: 423-585-4679

DESIGNATED REPRESENTATIVE:

Name: John "Jake" Greear, P.E.

Title: Project Manager

Address:

2240 Sutherland Avenue, Suite 2
Knoxville, TN 37919

E-mail Address:

jake.greear@mcgillengineers.com

Phone: 865-540-0801

Fax: 865-595-4999



BASIC FEE SCHEDULE

September 2017

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$190.00
Program Services Manager I	\$150.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Senior Project Manager III	\$175.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
Mechanical Engineer I	\$105.00
Mechanical Engineer II	\$115.00
Mechanical Engineer III	\$125.00
Mechanical Engineering Associate I	\$ 85.00
Mechanical Engineering Associate II	\$ 90.00
Mechanical Engineering Technician I	\$ 80.00
Mechanical Engineering Technician II	\$ 90.00

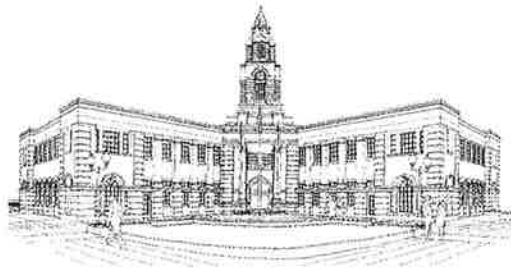
Mechanical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$135.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00
Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Construction Project Coordinator	\$ 75.00
Planner I	\$ 95.00
Planner II	\$110.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 70.00
Survey Technician II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 75.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



Morristown City Council Agenda Item Summary

Date: March 13, 2018

Agenda Item: Approval of Bid – Mower Bid

Prepared by: Joey Barnard, Finance Director

Subject: Mower Bid

Background/History: Due to aging of the fleet and utilization of current equipment, it has become necessary for the Parks and Recreation Department to purchase two new diesel-powered, zero-turn, commercial grade mowers.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on February 16, 2018 and on February 20, 2018 and in the Knoxville News Sentinel on February 16, 2018. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Thursday, March 1, 2018 at 2:00 PM. We received 3 responses.

Financial Impact: Funds have been appropriated in the 2017-18 budget.

Action options/Recommendations: It is staff's recommendation to accept the best and lowest bid submitted by Tyler Brothers Farm Equipment Inc.

Attachments: Copy of the Bid Tabulation

City of Morristown
Mower Bid Tabulation
Thursday, March 1, 2018, 2:00 PM

Bidder	Model	Unit Price
Tyler Brothers Farm Equipment	Kubota ZD1211RL-72R	\$ 13,499.00
Tri-County Power Equipment	Kubota ZD1211RL-72R	\$ 13,993.00
Ritchie Tractor	John Deere Z997R-72	\$ 16,261.96



Sponsorship Agreement

City of Morristown
Frankie Cox
415 W. Louise Avenue
Morristown, Tennessee 37813
423-586-0260

~~1/9/2017~~
1/26/18

Dear Frankie Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:	Value
Cash	\$1,000
In-Store(s) Shop Day(s)	N/A

Shopping Day(s) at our **Morristown, TN** store(s) for Organization's participants, coaches and families to receive **20% off** entire purchase (exclusions apply) on the following date(s):

In Store Shop Dates are TBD

Community Youth Sports Kits	\$3,283.64
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Quantity	Value
8	2017 SPRING Softball 11 inch (\$80.99/each)
106	2018 SPRING Softball 12 inch (\$80.99/each)
8	2018 SPRING Tee Ball (\$55.00/each)
18	2018 SPRING Baseball (\$75.99/each)
Accessories	\$119.94

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Quantity Value

6 2017 Tee Ball/Baseball/Softball Batting Tee (\$19.99/each)

Blue Sombrero

Blue Sombrero ("BSB"), a wholly owned subsidiary of Sponsor, shall provide the following services for Organization, subject to the terms of use available at www.bluesombrero.com

N/A

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~~BSB will provide free online registration and league management services to Organization. BSB will also offer Organization a few professional web design service which can be turned~~

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Before: 1.85 pt, Line spacing: single

~~on and utilized by Organization if needed. From time to time, BSB will deliver special offers and benefits to Organization's members.~~

\$3,293.76

Organization shall provide DSG with the following:

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
4. - DSG logo on marketing materials promoting organizations leagues.
- Banners displayed during tournaments and special programming.

Term

The term of this Agreement shall begin on ~~3/12/2018~~ and remain in effect until ~~8/1/2018~~ ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:

Dick's Sporting Goods, Inc.

Accepted and Agreed:

City of Morristown

Name: Brian Johnson
Community Marketing Manager

Name: ~~Frankie Cox~~Craig Price
Title:

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name,

brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable. Any photographs taken by Organization which depicts Sponsors name, brand and logo must be approved by Sponsor prior to use.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.
7. To the fullest extent permitted by law, Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all

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other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the Commonwealth of Pennsylvania State of Tennessee, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Exhibit C - Baseball/Softball E-Coupon

Creating a link from your website to your e-coupon

Image 1:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHwgv1Ew0gWgwn-
uG9zmPNgdOcAFYc1GUCCazLDJEC80woZqbvBuOb0gcGHoOLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg'
```

Image 2:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_728x90.jpg

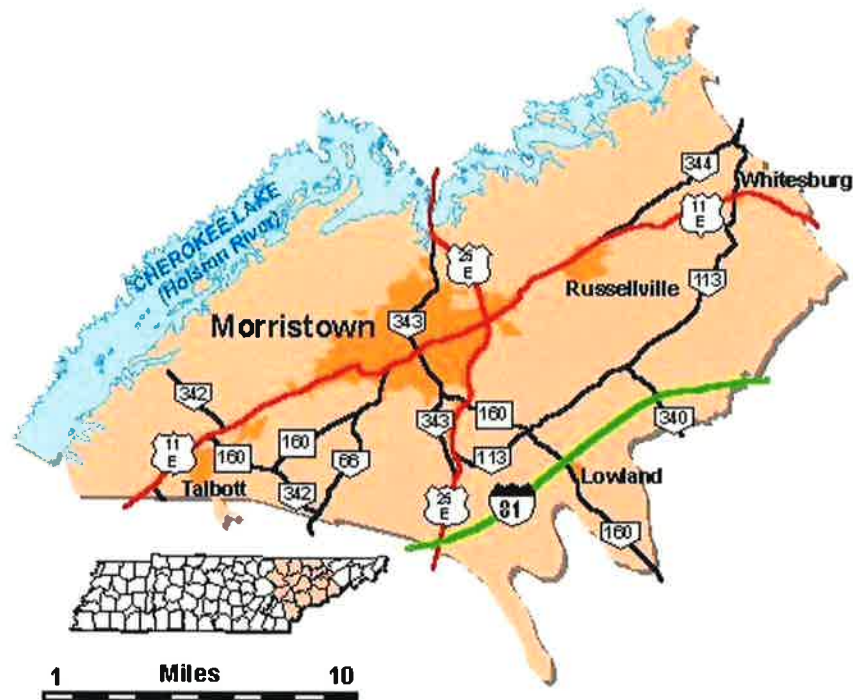
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Hamblen County Hazard Mitigation Plan



Updated: November 30, 2017
Revised: March 8, 2018

Prepared By:

Hamblen County Hazard Mitigation Committee
Hamblen County Emergency Management

Assistance Provided By:

Tennessee Emergency Management Agency
as part of the Tennessee Mitigation Initiative

November 30, 2017

[Return to Agenda](#)

Executive Summary

Over the past three decades, hazard mitigation has gained increased national attention due to the large number of natural disasters that have occurred throughout the U.S. and the rapid rise in costs associated with those disaster recoveries. It has become apparent that money spent mitigating potential impacts of a disaster event can result in substantial savings of life and property. With these benefit cost ratios being extremely advantageous, the Disaster Mitigation Act of 2000 was developed as U.S. Federal legislation that reinforces the importance of pre-disaster mitigation planning by calling for local governments to develop mitigation plans (*44 CFR 201*).

The purpose of a local hazard mitigation plan is to identify the community's notable risks and specific vulnerabilities, and then to create/implement corresponding mitigation projects to address those areas of concern. This methodology helps reduce human, environmental, and economical costs from natural and man-made hazards through the creation of long-term mitigation initiatives.

The advantages of developing a local hazard mitigation plan are numerous including improved post-disaster decision making, education on mitigation approaches, an organizational method for prioritizing mitigation projects, etc. It has been noted that communities who successfully complete and maintain a mitigation plan receive larger amounts of Federal and State funding to be used on mitigation projects, and receive these funds faster, than communities who do not have a plan. Such funding sources that the plan caters to are Pre-Disaster Mitigation, Flood Mitigation Assistance, Severe Repetitive Loss, and Hazard Mitigation Grant Programs.

The 2016 update of the Hamblen County Hazard Mitigation Plan was created to act as a well thought-out guide to be used by, and for, the people of Hamblen County. For this plan to be successful, each jurisdiction within the county participated in the drafting and preparation of the plan. These participating jurisdictions include:

- Hamblen County (unincorporated)
- City of Morristown
- Hamblen County School Board

In reference to federal code title *44 CFR 201*, the plan is required to be submitted to both TEMA (State) and FEMA (Federal) for review to be approved. When the plan is deemed "approval pending adoption" by FEMA

(44 CFR 201.6(c)5), each of the participating jurisdictions will adopt the plan through a local resolution.

Every 5 years the plan is required to be updated and revised in regards to maps, vulnerability assessments, tables, information, and projects. This is the updated plan that the committee met in August of 2016 and submitted to TEMA in October 2016. After recommendations from TEMA Planning, additional revisions and updates were made to the plan and resubmitted to TEMA in April 2017.

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Section 1: Planning Process

Planning Process

The previous Hamblen County Hazard Mitigation Plan was approved by FEMA on March 20, 2012. Per federal requirements stated in 44 CFR 201, all local hazard mitigation plans are required to go through a FEMA update review every 5 years to remain eligible for hazard mitigation grants. This update methodology was developed to assure that local governments are continuing to re-evaluate their risks and to regularly implement mitigation projects that can reduce community vulnerabilities.

The beginning of the plan's five year update process took place at a meeting on October 8th, 2013 (See [Appendix 1](#) for the meeting's attendance sheet). At this meeting Hamblen County Emergency Management Agency stated that they would continue the role of leading staff and interested persons in updating their mitigation plan. The tasks to be undertaken by Hamblen County Emergency Management Agency consisted of continuing to get agencies and the public involved in the county's mitigation efforts, performing the written plan's required 5-year update, and soliciting for new mitigation actions/projects to be added to the plan. On October 9, 2014 the Hamblen County Hazard Mitigation Committee met again (see [Appendix 2](#) for meeting attendance sheet and minutes). On August 11, 2016 the committee met again to approve all plan updates, revisions and the new project list (see [Appendix 3](#) for attendance sheet and meeting minutes).

At each of these meetings, Hamblen County continued to have a county-wide hazard mitigation committee. Realizing that a successful mitigation committee includes a number of representatives, specialists, and individuals who can give valuable/unique insights that local emergency management staff may not have considered; invites to be a part of this committee were sent by email with link attached to view the document on our website included open invitation to elected officials, county and city staff, representatives of the jurisdictions, neighboring counties, local businesses, state agencies, private organizations, academia, non-profits, and other noticeable persons. This was done after the final draft was received back from TEMA.

Within this committee all three jurisdictions are participants, as well as a cross-section of other representatives. The Hamblen County Hazard Mitigation Committee consists of the following members:

Section 1: Planning Process

Member	Title	Representation
Chris Bell (Current Chair)	Director	Hamblen County EMA
Clark Taylor	Deputy Chief	Morristown Fire Department
Paul Brown	Director	Morristown Public Works
Keith Ely	Assessor of Property	Property Assessor
Tina Whitaker	Department Manager	Hamblen Planning Department
Danny Houseright	Director	Morristown/Hamblen EMS
Billy Gulley	Lieutenant	Morristown Police Department
Hugh Clement	Assistant Director	Hamblen County Schools
Eric Carpenter	Director	Hamblen 911
Don Ellison	Training Officer	Hamblen County EMA
Tim Greene	Deputy Chief Training Officer	Morristown Fire Department
Charles Southerland	Safety and Planning	Morristown Utility
Dale Griffie	Deputy Director	Hamblen County EMA
Barry Poole	Road Superintendent	Hamblen County Road Department
Daniel Singleton	Operations District Supervisor	TDOT, Morristown
Anthony Cavallucci	Warning Meteorologist	NWS, Morristown

The Hamblen County Hazard Mitigation Committee is the county's lead in all mitigation efforts and in the development of the county's mitigation plan. . The committee member's efforts in the plan update were broken down into five stages: **1)** analysis of the original plan (*the plan as it stood prior to the updates*), **2)** updating of the plan, **3)** public participation, **4)** review of the final updated plan, and **5)** adoption of the plan.

Stage 1: During the analysis of the plan, Hamblen County Emergency Management Agency reviewed the original county plan and made notes on what sections would require the main updates. Hamblen County Emergency Management Agency suggested that the three core areas for needed updates were in the risk/vulnerability assessment, localized flood prone areas for mitigation actions, and in the restructuring of the county's listed hazard mitigation projects.

Stage 2: From there the committee started making the updates to the plan. A large amount of this effort took place at the second Hamblen County Hazard Mitigation Committee meeting that was held on October 9th 2014. Tasks included re-evaluating the plan's hazards, re-assessing their risks, re-calculating each jurisdiction's vulnerable areas, re-establishing the county's mitigation goals, examine the status of mitigation projects listed in the original plan, update the county's mitigation project chart and to prioritize the projects listed, and set another date to finalize any remaining business needs for the plan. TEMA, East Planning personnel Bart Hose, was present at this meeting to

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answer mitigation planning and grant questions. [Appendix 2](#) provides a copy of the meeting's attendance sheet and minutes.

The committee next met on August 11th, 2016, to finalize the county's mitigation project chart, prioritize the projects listed, and conduct a final review of the hazard mitigation plan prior to submission to FEMA.

[Appendix 3](#) provides a copy of the meeting's attendance sheet and minutes.

[Appendix 4](#) details a year by year summary of actions involving the Hazard Mitigation Plan.

Stage 3: To encourage public involvement, the Hamblen County Hazard Mitigation Committee held a meeting for public comment with a public notice. [Appendix 5](#) presents a copy of the public notice. There was no public feedback.

Stage 4: Next the committee evaluated the written updates of the plan against FEMA's crosswalk requirements via email correspondence.

Stage 5: Upon receiving the "Approval Pending Adoption" designation from FEMA, the public will be given a chance to comment on the final draft of the plan prior to its adoption by each local jurisdiction. This opportunity will take place at a local board meeting for each jurisdiction before the plan adoption decision takes place. The opportunity for final public comment will therefore be documented through the receipt of a signed adoption resolution.

Review of Existing Information

A preliminary review of existing plans, reports, and information was conducted during the initial phase of creating the Hamblen County Hazard Mitigation Plan. The primary purpose of reviewing this information was to identify local hazards, recognizing local risks, and understanding different local vulnerabilities. The following list of sources identifies some of the existing studies that were reviewed:

- State of Tennessee Hazard Mitigation Plan
- Tennessee Emergency Management Plan (TEMP)
- U.S. Census Bureau
- FEMA Mitigation "How to" Guides
- NOAA National Climatic Data Center (NCDC) storm reports
- City of Morristown Land Use Plan
- Hamblen County Land Use Plan
- Hamblen County Building/Zoning Codes
- Hamblen County BEOP

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- Hamblen County Schools Strategic Plan

All of the listed plans, studies, and data sources were incorporated into the Hamblen County Hazard Mitigation Plan. These sources developed the plan's hazard, risk, and vulnerability assessment sections that in return led to the establishment of meaningful mitigation actions.

Updates within the Plan

It is important to note that this countywide plan was reorganized and updated from the original Hamblen County Hazard Mitigation Plan. Hamblen County reviewed and analyzed each section of the original plan and made updates in the following ways:

Section 1: Planning Process

Hamblen County updated the original plan's description of the planning process to include the new or no longer participating committee members, the countywide mitigation meetings that took place for the plan's update, and the latest opportunity for the public to get involved. Hamblen County also compiled a new list of existing documents that they reviewed in updating their sections in the plan.

Section 2: County Profile

Hamblen County created a new development trends section in this plan update.

Section 3: Risk Assessment

Hamblen County kept all of their listed natural hazards from the original hazard mitigation plan.

As part of the plan update, Hamblen County updated their previous occurrence hazard listings to cover the most recent five years (if data was available) and re-evaluated each hazard's extent, probability, and potential impacts. Also, the plan updated the HAZUS-flood model study and simplified countywide floodplain maps for the first time, as seen in the plan's appendices.

Section 4: Mitigation Strategy

Hamblen County has updated their mitigation goals to address a more realistic view based on access to funds both locally and through grants. Hamblen County also has brainstormed some new mitigation projects that were added to the list, used a new chart method to profile project details, and developed a system to describe where their previous plan's projects are in terms of being implemented.

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Section 5: Plan Maintenance

Hamblen County will continue to work with the other jurisdictions in monitoring, evaluating, and updating the plan; provided an updated list of mechanisms they could incorporate mitigation within; stated that now the Hamblen County BEOP has mitigation concepts incorporated into it; and will continue to strive to achieve the goals and projects within the plan by each jurisdiction.

Section 2: County Profile

Development Trends

Hamblen County and its jurisdictions can be found in East Tennessee. It is bordered by the Grainger County to the northwest, Hawkins County to the northeast, Greene County to the East, Cocke County to the southeast, and Jefferson County to the southwest. It has a population of 63,074 (2013). Hamblen County was named in honor of Hezekiah Hamblen (1775–1854), an early settler, landowner, attorney, and member of the Hawkins County Court for many years. Governor Dewitt Clinton Senter, a resident of the county, used his influence to assist in its establishment. The county has a total area of 176 square miles, of which 161 square miles is land and 15 square miles is water.

The incorporated jurisdictions have populations as follows (2010 census):

Jurisdiction	Population
Morristown	29,137

Morristown is the focal point for medical services, dining, and entertainment, with 3 major industrial parks all located within the city boundaries. There is a moderate agricultural base. Hamblen County is centrally located to all major U.S. markets with transportation access via 3 state routes. Historical sites and tourism are also a critical component of the development and expansion of Morristown and Hamblen County.

Due to current land use trends, the Hamblen County Property Assessor predicts future growth in residential, commercial, and industry. There are no immediately anticipated flooding problems from the residential expansion. During the past several years, both retail and commercial growth have been expanding rapidly. Some of this growth is attributed to new transportation projects being completed to add more options for access to Morristown. Most of the commercial development has been focused in the western part of the city/county and also on highway 25E near exit 8 in the southern part of the county. The central part of the city has also seen redevelopment of existing sites. Along with this, storm water plans have continued to be updated and followed for infrastructure build-out.

Commercial growth and development in Morristown has increased and has trended towards the west in the recent years. Residential development has been more evenly distributed and more muted. The City's storm water ordinance requires storm water peak flow control for

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new development so that runoff after development does not exceed the runoff prior to development. This growth has not significantly affected the City's storm water plan. This control is typically provided by detention ponds or other storage methods. These facilities must be designed by state-licensed engineers and are reviewed by a licensed engineer on behalf of the City. Since the control is provided at each site as new development occurs, no significant upgrades to the City's infrastructure have been required.

Legal & Regulatory Capability

The following chart indicates the legal and regulatory adherence of each of the jurisdictions within Hamblen County:

Regulatory Tools/Plans	Regulatory Type: Ordinance Resolution Codes Plans, Etc.	Hamblen County	Morristown
Building Codes	Municipal Code	Y	Y
Zoning	Municipal Code	Y	Y
Emergency Response Plan	Basic Emergency Operations Plan (BEOP)	Y	Y
National Flood Insurance Program Participant		Y	Y
Post-Disaster Recovery Plan	BEOP	Y	Y

Section 3: Risk Assessment

Hazard Identification

To begin to assess Hamblen County's risk to natural hazards and identify the community's areas of highest vulnerability, the mitigation committee had to identify which hazards have or could impact the county. This hazard identification process began with researching previous hazard events that have occurred in Hamblen County by going through newspaper articles, Hamblen County Emergency Management records, and recalling personal experiences. From there Emergency Management staff also analyzed hazard events that could occur in the county by reviewing scientific studies and the State of Tennessee Hazard Mitigation Plan. The following hazards have been identified as hazards of concern by the Hamblen County mitigation committee during the update process.

Flooding

Flooding events occur when excess water from rivers and other bodies of water overflow onto riverbanks and adjacent floodplains. In addition, lower lying regions can collect water from rainfall and poorly drained land can accumulate rainfall through ponding on the surface. Floods in Hamblen County are usually caused by rainfall, but may also be caused by snowmelt and man-made incidents. The below charts explain common ways flooding occurs and common factors that contribute toward the severity of floods.

Common Ways Flooding Occurs	
Methods	Description
Overland Flow	
(a) Infiltration	-Excess overland flow occurs when the rain is falling more rapidly than it infiltrates into the soil.
(b) Saturation	-Excess overland flow occurs when soil spaces are so full of water that no more rain can be absorbed.
Throughflow	-Rainwater which has infiltrated into unsaturated soil can move horizontally to the river channel. This process is slower than overland flow but faster than baseflow.
Baseflow	-Rainwater which has percolated to the aquifer can seep into the river channel. This is the slowest process.

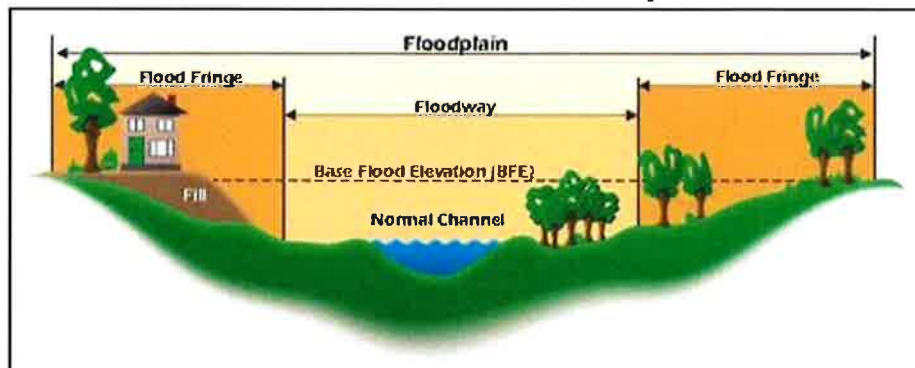
Source: The Field Studies Council

Common Causes of Flooding	
Factor	Effect on Flooding
Geology	Impermeable rocks are saturated more quickly than porous and pervious rocks. Saturation-excess overland flow is more common. Sandy soils have larger pore spaces than clay soils. Infiltration is most rapid in sandy soils.
Relief	Water reaches the channel more rapidly in a steeper basin as water is travelling more quickly downhill.
Vegetation	Vegetation intercepts a large proportion of rainfall. Where trees are deciduous, discharge is higher in a forested basin in winter as there is less interception.
Meteorological Factors	Where rain is falling faster than the infiltration rate there is infiltration-excess overland flow. This is common after a summer storm. Snow does not reach the channel but is stored on the ground surface. As snow melts, the meltwater will reach the channel quickly as infiltration is impeded if the ground is still frozen.
Catchment Shape	It takes less time for water to reach the channel in a circular basin as all extremities are roughly equidistant from the channel.
Land Use	Surface runoff is higher in urban areas because there are more urban surfaces (concrete & tarmac) and sewers take water rapidly to rivers. There is less interception and evapotranspiration and more surface runoff in a deforested catchment.
Catchment Size	Water reaches the channel more rapidly in a smaller basin as water has a shorter distance to travel.
Antecedent Conditions	The level of discharge before the storm is called the antecedent discharge. Even a small amount of rain can lead to flooding.

Source: The Field Studies Council

In Hamblen County some areas are more flood-prone than others. One of the ways of identifying these flood-prone areas is through determining the county's 100- and 500-year floodplains. 100-year floods are calculated to be the level of flood water expected to be equaled or exceeded every 100 years on average, meaning a flood that has a 1% chance of being equaled or exceeded in magnitude in any single year. A 500-year floodplain has a 0.2% chance. A 100-year floodplain would include the areas adjoining a stream, river, or watercourse that would be covered by water in the event of a 100-year flood (see diagram below).

Characteristics of a Floodplain



Source: FEMA

In Hamblen County, all jurisdictions have 100-year floodplains located within their boundaries and all jurisdictions are susceptible to smaller localized flooding outside of the 100-year floodplains. Areas in the county known to flood more often include:

Localized Flood Areas Mitigated			
Location	Action/Project	Project Description	Project Completed
East Morris Blvd	Drainage Project at Flash Flooding Sites	Storm water system reworked for development	July 2016
Intersection of Shinbone Road and Jarrell Road	Road Elevation and Culvert Project	Bridge, culvert rebuilt	November 2015
South Henry at Sunrise	Drainage Project at Flash Flooding Sites	Replaced bridge	July 2016

Localized Flood Areas Carried Over from 2011 and New Areas			
Location	Action/Project	Project Description	Project Completed
South Cumberland at Railroad*	Drainage Project at Flash Flooding Sites		
Dalton Ford & Reeds Chapel Rd	Drainage Project at Flash Flooding Sites		
Old Russellville Pike (Hwy. 344)	Drainage Project at Flash Flooding Sites		
South Cumberland at Parker Rd	Drainage Project at Flash Flooding Sites		
Tara Subdivision	Drainage Project at Flash Flooding Sites		
Old Kentucky Rd at Jaybird	Drainage Project at Flash Flooding Sites		
Russellville Primary School	Drainage Project at Flash Flooding Sites		
Debi Circle (Stubblefield Creek)	Drainage Project at Flash Flooding Sites		
Russellville Intermediate School†	Drainage Project at Flash Flooding Sites		

*Public Works has a plan in place for 2017

† TDOT has plan to repair when four-lane project commences

Detailed Flood Insurance Rate Maps (FIRMs) are also included in **Appendix 4**, which shows where FEMA has placed the 100-year and 500-year floodplains for each jurisdiction.

Hamblen County historically has had many flood events in the past. Based on NOAA NCDC data, the following charts provide a list of flood events occurring in Hamblen County from January 1994 to May 2016 and a list of floods impacts imposed on the community since 1997.

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Flood Events in Hamblen County: January 1994 to May 2016

Location	Date	Type	Deaths	Injuries	Property Damage
Morristown	2/10/1994	Flash Flood	0	0	1K
Countywide	3/27/1994	Flash Flooding	0	0	50K
Countywide	6/14/1997	Flash Flood	0	0	0
Countywide	5/7/1998	Urban/Sml Stream Fld	0	0	0
Countywide	7/11/1999	Flood	0	0	0
Regional	3/17/2002	Flood	0	0	50M (regional)
Countywide	3/18/2002	Flash Flood	0	0	0
Regional	2/14/2003	Flood	0	0	18.1M (regional)
Countywide	2/21/2003	Flood	0	0	0
Countywide	4/10/2003	Flood	0	0	0
Morristown	9/26/2009	Flood	0	0	0
Morristown	2/28/2011	Flood	0	0	10K
Morristown	2/28/2011	Flood	0	0	5K
Russellville	6/20/2011	Flash Flood	0	0	45K

Flood Impacts in Hamblen County: January 1997 to May 2011

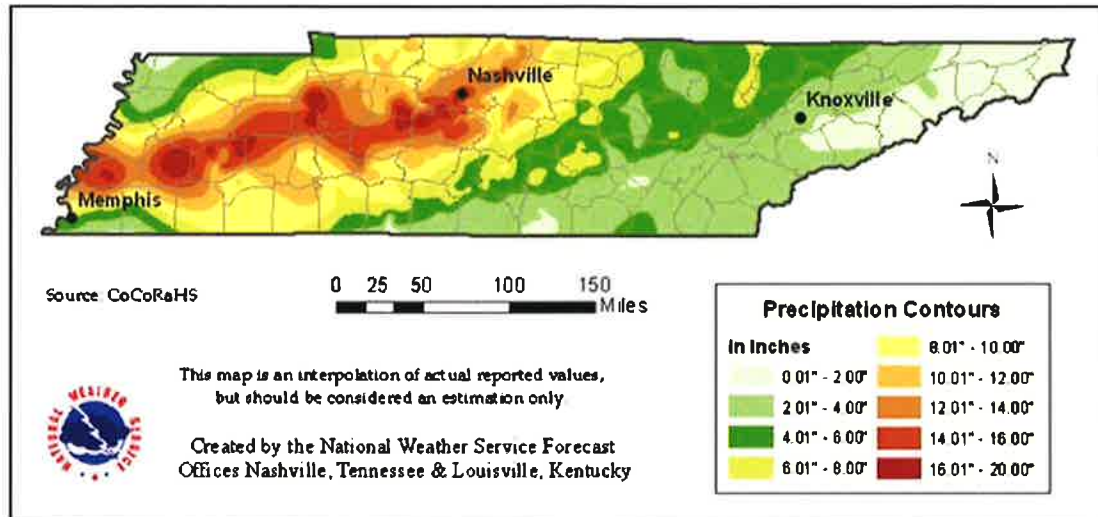
Location	Date	Impact Description
Countywide	6/14/1997	Hamblen county EOC reported numerous bridges washed out on backroads in eastern and southern parts of the county.
Countywide	5/7/1998	Thunderstorms with very heavy rain cause extensive urban and small stream flooding throughout the county.
Countywide	7/11/1999	Numerous incidents of minor flooding were reported.
Regional	3/17/2002	Widespread flooding occurred across most of East Tennessee. Rainfall totals between five and eight inches were reported in 36 hours. Total damage estimates were calculated to be over 5 million dollars.
Regional	2/14/2003	Four day rainfall totals of two to eight inches fell across east Tennessee, with the highest amounts occurring across the Cumberland Plateau and adjacent valleys areas. This rainfall combined with a melting snowpack (reports of up to a foot in the higher elevations) to produce widespread flooding of rivers and streams with numerous mudslides.
Countywide	2/21/2003	With the ground already saturated from the previous week's rainfall, three day rainfall totals of one to three inches created some flooding of streams and rivers as well as several mudslides across east Tennessee.
Countywide	4/10/2003	Seven day rainfall totals (4th through the 10th) of three to five inches were reported across central east Tennessee and northeast Tennessee, with one to three inches occurring on the 10th. Several secondary roads across the area were flooded with several rivers experiencing some minor flooding.
Morristown	9/26/2009	Area flooding occurred along highways 11 east and 25 east in and around Morristown, Tennessee. Several inches to nearly a foot of water was over a few of the area roads, with several areas briefly impassable due to the flooding.
Morristown	2/28/2011	A NWS employee reported heavy rain from a thunderstorm caused flooding along Panther Creek Road.
Morristown	2/28/2011	Mesonet reported 2.26 inches of rain in a 3 hour period from a thunderstorm producing minor flooding.

Small localized flood events are likely to occur about every year in Hamblen County. The severity of flooding that may occur in the county is measured by inches of rainfall and by feet of flooding. Based on previous occurrences, in a worse case scenario it is possible for the extent of a flooding event to exceed 9 inches of rainfall and cause over 2 feet of

Hamblen County Hazard Mitigation Plan November 30, 2017

localized flooding in the span of two days. As seen with the May 2010 Tennessee Flood Event (*DR-1909*), it is possible for 20 inches or more of rainfall to amass within two days (see following map).

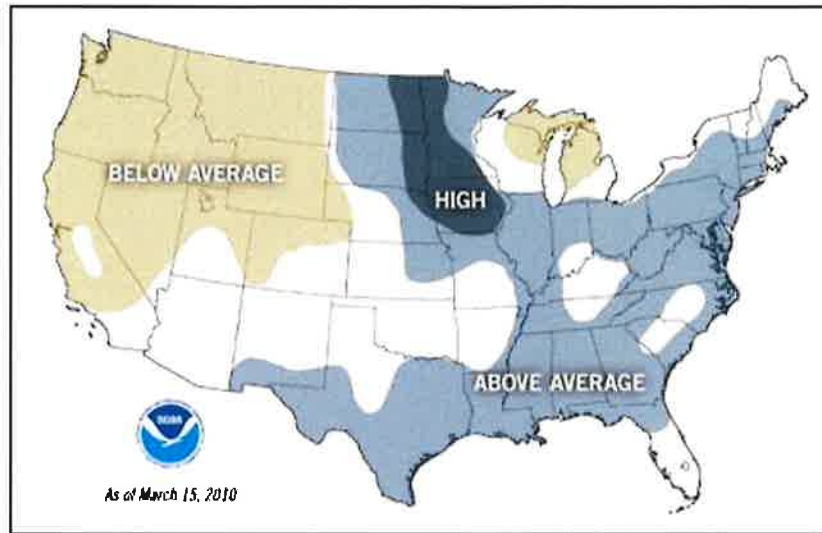
Tennessee May Flood- Precipitation for May 1st & 2nd 2010



Source: National Weather Service

According to a NOAA Flood Risk Map (see map below), the majority of Tennessee was located in an "above average" risk of flooding zone during spring 2010. This proposed vulnerability is coupled with the fact that on average Tennessee usually acquires over 50-60 inches of rainfall a year (see following map).

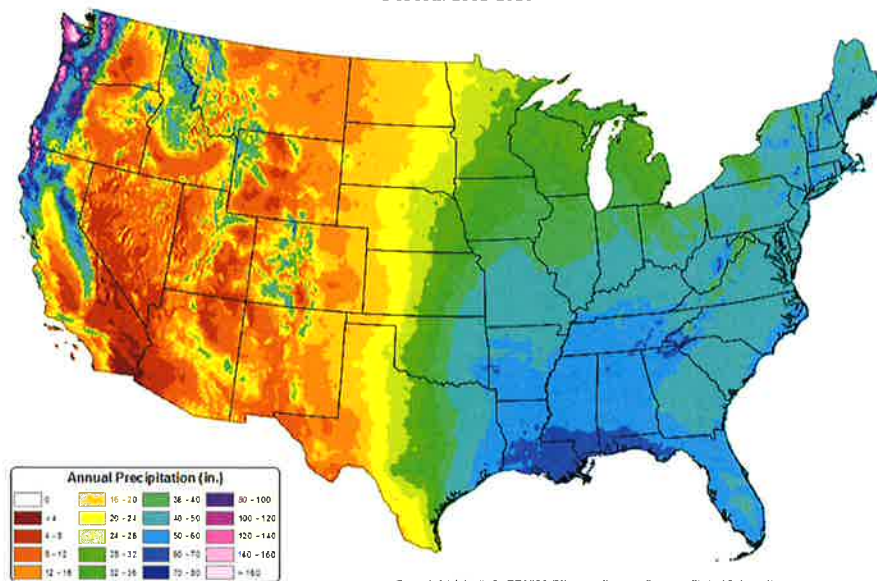
Flood Risk Map



Source: NOAA

Average Annual Precipitation per Year (1981-2014)

30-yr Normal Precipitation: Annual
Period: 1981-2010



Copyright (c) 2015, PRISM Climate Group, Oregon State University

Source: PRISM Climate Group, Northwest Alliance for Computational Science and Engineering-
Oregon State University

Hamblen County uses a ranking system to determine each jurisdiction's vulnerability to flooding events. This system is based off simple arithmetic which analysis's potential impacts to determine vulnerabilities and then analysis's the probability of a flood event occurring to calculate a flood risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability $H+P+B=\#; \#/3=V$
	Human	Property	Business	
Hamblen County Unincorporated	2	3	1	2.00
City of Morristown	1	3	1	1.67
Hamblen County School Board	1	2	1	1.33

Jurisdiction	Vulnerability	Probability	Risk	
			$V+P=R$	
Hamblen County Unincorporated	2.00	3	5.00	Moderate
City of Morristown	1.67	4	5.67	Medium
Hamblen County School Board	1.33	1	2.33	Low

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
2	Death unlikely, injuries are minimal
3	Death unlikely, injuries may be substantial
4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

For further information about flooding hazards in Hamblen County, see the HAZUS vulnerability study in [Appendix 5](#).

Sinkholes

Both the City of Morristown and Hamblen County have begun to see a rise in the occurrence of sink holes in both jurisdictions in recent years. Because of the costs and time associated with repairing the sink holes, we would like to try and mitigate through study where we are vulnerable, what the cause is to the increase of to these sinkholes, and if certain areas are more at risk for sinkhole activity. The City of Morristown's planning department process takes into account sink holes issues and inform potential developers of any known possible issues. Hamblen County recognizes that sinkhole activity is not a new issue, but as the occurrence of sinkhole activity increases, a study would be beneficial to attempt to understand the risk associated and attempt to draw some better understanding of this risk.

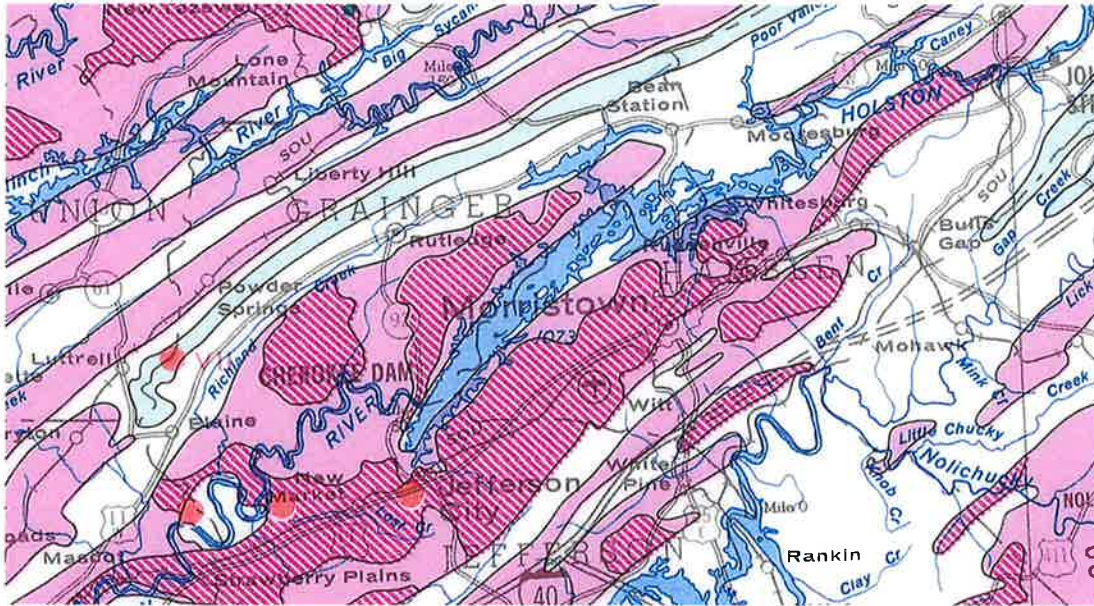
Data of occurrences from past five years (2012-2017)

Date of Sinkhole	Work Completed to Fix Sinkhole	Location
7/2/12	12/30/16	MORRISTOWN AIRPORT
5/29/13	6/4/13	COMMERCE BLVD.
8/7/13	8/16/13	RESOURCE DRIVE
12/2/13	12/3/13	SOUTH ECONOMY
5/16/14	5/21/14	HUNTER ROAD
8/8/2014	8/13/2014	MORNINGSIDE DRIVE
7/16/15	6/17/16	AMESBURY DRIVE
8/28/15	8/28/15	MORTON STREET
12/18/15	2/20/17	EAST INDUSTRIAL PARK *
12/28/15	12/31/16	VANTAGE VIEW DRIVE
9/16/16	9/16/16	VETERANS PARKWAY
12/8/16	12/9/16	MARTIN LUTHER KING BLVD.
9/26/17	9/27/17	SUPERIOR DRIVE

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* The East Industrial Park sinkhole took 2 years to fix at a cost of \$360,795.52.

The following map was retrieved by the Geologic Hazards Map of Tennessee.



Karst areas (areas with caves, sinkholes and disappearing streams)



Areas with a high density of karst features

According to the Geologic Hazards Map of Tennessee, because of the potential for property damage if a structure is located over a cavern, it is imperative to study existing karst features and associated hydrologic conditions. Already stated in this plan is Hamblen County's flood risk. When Hamblen County floods, there is risk to the karst's in the area flooding as well. The flooding of a karst causes an imbalance between surface runoff into the sinkhole and discharge into the underlying cavern system.

The above chart provided details about Hamblen County's sinkhole history. Significant sinkholes which require repair occur about 2-3 times per year, on average. Accurate data on the extent of sinkholes, in units of

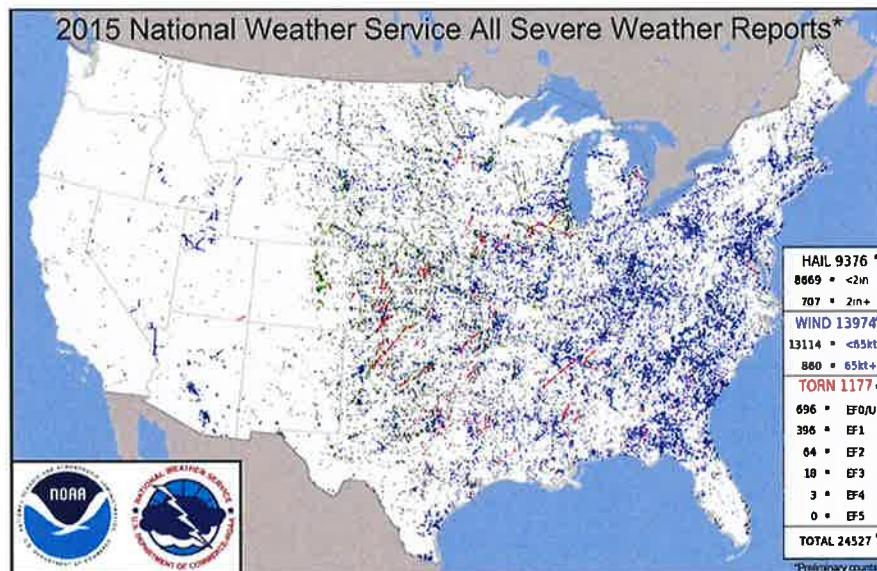
Hamblen County Hazard Mitigation Plan November 30, 2017

measurement, is not currently available. Units of measurement are not gathered by those who remediate sinkholes because there is yet to be a standard established in reference to the overall documentation of the issue.

Tornadoes/Severe Storms

According to the National Weather Service, to consider a storm severe it must encompass one of three traits: produce winds greater than 58 miles per hour (50.4 knots), produce hail $\frac{3}{4}$ of an inch or greater in diameter, or produce tornadoes. On average, a typical county in Tennessee has about 10 severe storm watches per year (see map below).

Average Severe Storm Watches Per Year (1999-2015)

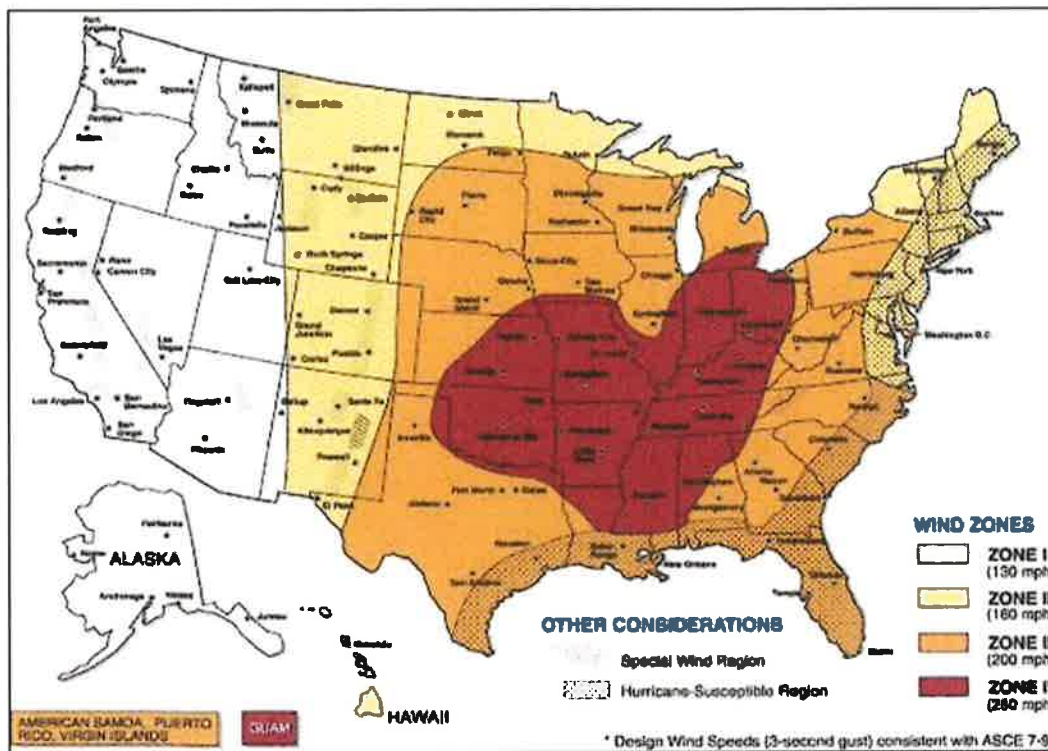


Source: NOAA/NWS Storm Prediction Center

A tornado is a violently rotating column of air that extends from a thunderstorm, etc. down to the ground, and can reach wind speeds of 40 mph to 250 mph and higher. Tornadoes paths, lengths, and widths can vary greatly. In Hamblen County, all jurisdictions are vulnerable to tornado threats. The following map places much of Tennessee in the highest wind zone (see following map).

Wind Zones in the United States

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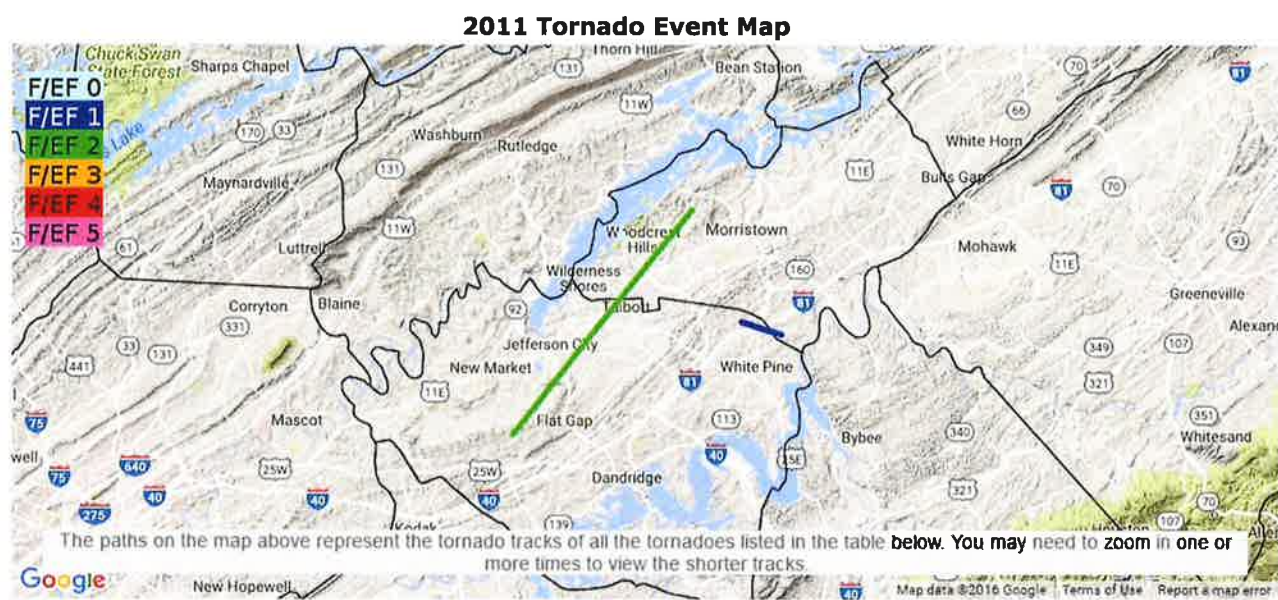


Source: FEMA

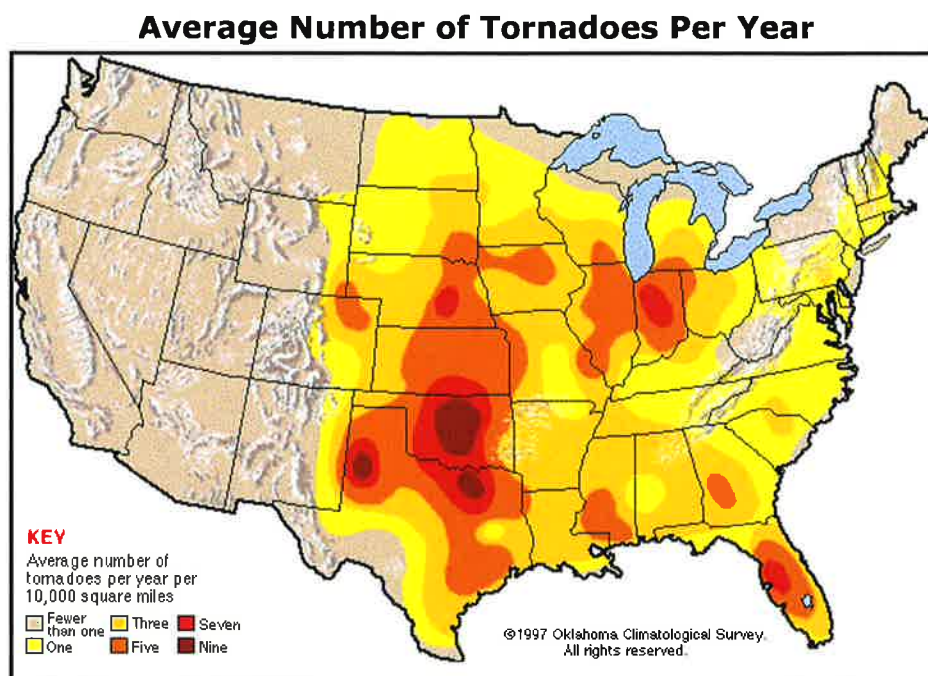
Hamblen County historically has had only one tornado in the past. Based on NOAA NCDC data, the following table provides information on this event. No damages have been reported from this EF1 tornado.

Tornado Events in Hamblen County: Nov. 1985 to April 2011

Location	Date	Extent	Deaths	Injuries	Property Damage
Hamblen County	11/27/1985	EF1	0	0	25K
Hamblen County	4/27/2011	EF0	0	0	10K



Even though major tornado events haven't occurred in Hamblen County, tornado risk studies show that it is possible for Hamblen County to receive a tornado every year (see the following map for this probability information).



Source: Oklahoma Climatological Survey

The severity of tornadoes that may occur in the county is measured using the Enhanced Fujita Scale for tornadoes (see chart below). Based on historical events, in a worse case scenario it is possible for the extent of a tornado to exceed an EF3 ranking.

Fujita Scale/Enhanced Fujita Scale for Tornadoes

Fujita Scale/Enhanced Fujita Scale for Tornadoes				
F-Scale	Fastest Quarter Mile Wind Speed	Typical Impacts	Enhanced Scale: 3 Sec Wind Gust Speed	Enhanced F-Scale
F0	40-72 mph	Some damage to chimney; breaks branches off trees; pushes over shallow-rooted trees; damages sign boards.	65-85 mph	EF0
F1	73-112 mph	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.	86-110 mph	EF1
F2	113-157 mph	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.	111-135 mph	EF2
F3	158-206 mph	Roof and some walls torn off well constructed houses; trains overturned; most trees in forest uprooted.	136-165 mph	EF3
F4	207-260 mph	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.	166-200 mph	EF4
F5	261-318 mph	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel reinforced concrete structures badly damaged.	Over 200 mph	EF5

Source: NOAA National Weather Service; The Tornado Project

Hail is the frozen form of precipitation, falling as small spheres of solid ice. Even though the risk from hail is relatively low, all jurisdictions have the possibility of hail causing some window and roof damage. Historically, hail events occur about once a year in Hamblen County. The severity of hail is measured by the diameter of the hail itself, commonly using the TORRO Hail Index (see following chart). The largest hail event in Hamblen County was recorded in Morristown on May 18, 1995, where tennis ball size hail (H7/2.75 inch) was reported causing window damage to several vehicles.

TORRO Hail Index

TORRO Hail Index			
Scale	Max Diameter	Comparisons	Typical Impacts
H0	5-9mm	Pea	No damage.
H1	10-15mm	Mothball	Slight general damage to plants, crops.
H2	16-20mm	Marble	Significant damage to fruit, crops, vegetation.
H3	21-30mm	Walnut	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored.
H4	31-40mm	Pigeon's Egg	Widespread glass damage, vehicle bodywork damage.
H5	41-50mm	Golf Ball	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries.
H6	51-60mm	Hen's Egg	Bodywork of grounded aircraft dented, brick walls pitted.
H7	61-75mm	Tennis Ball	Severe roof damage, risk of serious injuries.
H8	76-90mm	Soft Ball	Severe damage to aircraft bodywork.
H9	91-100mm	Grapefruit	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open.

Source: The Tornado & Storm Research Organization

The following chart provides hail event information for Hamblen County between January 2000 and May 2014.

Hamblen County Hazard Mitigation Plan November 30, 2017

Hail Events in Hamblen County: January 2000 to May 2016

Location	Date	Extent	Death	Injuries	Property Damage
Morristown	5/21/2000	0.75 in.	0	0	0
Morristown	5/23/2000	1.00 in	0	0	0
Morristown	8/17/2000	0.75 in	0	0	0
Russellville	7/8/2001	0.75 in	0	0	0
Morristown	8/11/2001	1.00 in.	0	0	0
Morristown	4/28/2002	1.00 in.	0	0	5K
Morristown	4/28/2002	1.75 in.	0	0	5K
Morristown	6/2/2004	0.75 in.	0	0	0
Morristown	6/2/2004	0.75 in.	0	0	0
Morristown	6/2/2004	0.88 in.	0	0	0
Morristown	6/2/2004	1.00 in.	0	0	0
Russellville	6/12/2004	0.75 in.	0	0	0
Morristown	7/26/2004	1.75 in.	0	0	0
Morristown	3/13/2005	1.00 in.	0	0	0
Russellville	4/22/2005	0.75 in.	0	0	0
Morristown	12/28/2005	0.75 in.	0	0	0
Morristown	4/7/2006	0.75 in.	0	0	0
Morristown	8/10/2006	1.00 in.	0	0	0
Morristown	5/18/2008	0.75 in.	0	0	0
Morristown	7/21/2008	1.00 in.	0	0	0
Alpha	5/8/2009	0.75 in.	0	0	0
Morristown	6/11/2009	0.75 in.	0	0	0
Morristown	5/26/2011	1.25 in.	0	0	0
Morristown	5/26/2011	1.00 in.	0	0	0
Morristown	7/1/2012	1.00 in.	0	0	0
Alpha	6/5/2013	1.00 in.	0	0	0
Morristown	5/22/2014	1.00 in.	0	0	0
Morristown	6/10/2014	1.00 in.	0	0	0

Severe storm winds most commonly occur as straight-line winds; a downburst of wind created by an area of significantly rain-cooled air that spreads out in all directions after hitting the ground. All jurisdictions are vulnerable to receiving damage from these severe storm winds.

Historically, severe storm wind events occur about three times a year in Hamblen County. The severity of severe storm winds is commonly measured by wind speed (knots or mph). The highest severe storm wind event in Hamblen County was recorded August 4, 1997 with wind speeds clocked at 75 knots. Historically, wind impacts have largely been in the form of downed trees and powerlines in Hamblen County.

The following chart provides severe storm wind event information for Hamblen County between January 2005 and May 2016.

Wind Events in Hamblen County: January 2005 to May 2016

Location	Date	Extent	Death	Injuries	Property Damage
Morristown	4/22/2005	70 kts.	0	0	25K
Morristown	4/22/2005	65 kts.	0	0	5K
Morristown	6/6/2005	65 kts.	0	0	15K
Countywide	7/1/2005	60 kts.	0	0	20K
Morristown	4/2/2006	60 kts.	0	0	5K
Countywide	4/8/2006	60 kts.	0	0	12K
Morristown	6/24/2006	40 kts.	0	0	5K
Morristown	7/28/2006	60 kts.	0	0	25K
Morristown	8/8/2006	60 kts.	0	0	10K
Countywide	8/10/2006	60 kts.	0	0	25K
Russellville	9/28/2006	60 kts.	0	0	3K
Russellville	9/28/2006	60 kts.	0	0	3K
Morristown	4/3/2007	50 kts.	0	0	30K
Morristown	6/8/2007	60 kts.	0	0	15K
Morristown	6/24/2007	55 kts.	0	0	12K
Russellville	6/25/2007	55 kts.	0	0	10K
Morristown	6/26/2007	55 kts.	0	0	15K
Pineville	7/18/2007	55 kts.	0	0	0
Alpha	7/18/2007	55 kts.	0	0	0
Morristown	7/19/2007	60 kts.	0	0	0
Morristown Arpt	1/30/2008	55 kts.	0	0	0
Russellville	3/19/2008	50 kts.	0	0	0
Cherokee Lake	4/11/2008	45 kts.	0	0	2K
Morristown	6/28/2008	55 kts.	0	0	8K
Russellville	6/28/2008	52 kts.	0	0	5K
Russellville	2/11/2009	60 kts.	0	0	20K
Morristown	6/11/2009	60 kts.	0	0	0
Morristown	6/16/2009	60 kts.	0	0	20K
Morristown	6/16/2009	60 kts.	0	0	15K
Russellville	8/4/2009	60 kts.	0	0	30K
Alpha	9/7/2009	50 kts.	0	0	5K
Valley Home	7/13/2010	50 kts.	0	0	0
Morristown	8/5/2010	50 kts.	0	0	2K
Morristown	8/5/2010	50 kts.	0	0	1K
Alpha	9/3/2010	50 kts.	0	0	0
Morristown	9/3/2010	50 kts.	0	0	0
Russellville	2/28/2011	55 kts.	0	0	20K
Morristown	4/27/2011	55 kts.	0	0	20K
Morristown	5/26/2011	50 kts.	0	0	0
Russellville	6/20/2011	50 kts.	0	0	2K
Morristown	6/21/2011	55 kts.	0	0	5K
Morristown	6/21/2011	60 kts.	0	0	20K
Morristown	7/1/2012	55 kts.	0	0	0
Morristown	7/5/2012	60 kts.	0	0	0
Witt	7/5/2012	60 kts.	0	0	0
Morristown	7/5/2012	60 kts.	0	0	0
Cherokee Lake	7/31/2012	50 kts.	0	0	0
Morristown	5/21/2013	50 kts.	0	0	0
Morristown	5/22/2013	50 kts.	0	0	0
Morristown	6/27/2013	50 kts.	0	0	2K
Alpha	6/27/2013	50 kts.	0	0	2K
Russellville	8/23/2013	50 kts.	0	0	5K
Morristown	2/21/2014	55 kts.	0	0	10K
Morristown	6/10/2014	50 kts.	0	0	10K
Valley Home	6/18/2015	50 kts.	0	0	0
Morristown	9/30/2015	50 kts.	0	0	0
Hamblen (Zone)	2/24/2016	60 kts.	0	0	0

Hamblen County uses a ranking system to determine each jurisdiction's vulnerability to severe storm events (with a focus on tornadoes). This system is based off simple arithmetic which analysis's potential impacts to determine vulnerabilities and then analysis's the probability of a severe storm event occurring to calculate a risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	<i>Human</i>	<i>Property</i>	<i>Business</i>	<i>H+P+B=#; #/3= V</i>
Hamblen County Unincorporated	3	4	3	3.33
City of Morristown	3	5	3	3.67
Hamblen County School Board	3	3	3	3.00

Jurisdiction	Vulnerability	Probability	Risk	
			<i>V+P=R</i>	
Hamblen County Unincorporated	3.33	1	4.33	Moderate
City of Morristown	3.67	1	4.67	Moderate
Hamblen County School Board	3.00	1	4.00	Moderate

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
2	Death unlikely, injuries are minimal
3	Death unlikely, injuries may be substantial
4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

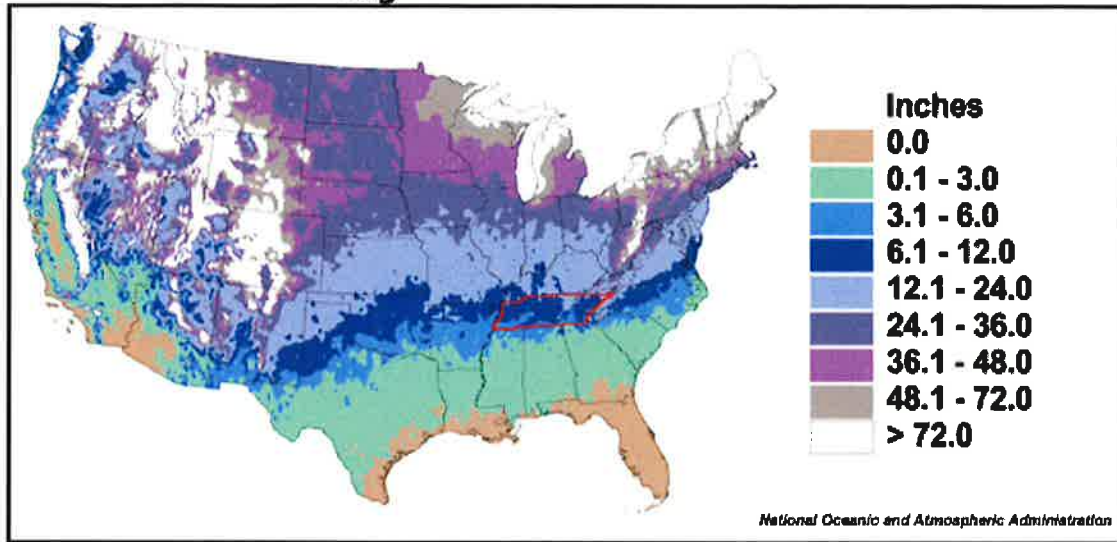
Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

Freezes/Winter Storms

A freeze occurs when temperatures are below 32 degrees Fahrenheit for a period of time. These temperatures can damage agricultural crops, burst water pipes, and create layers of "black ice." Winter storms are events that can range from a few hours of moderate snow to blizzard-like circumstances that can affect driving conditions and impact communications, electricity, and other services. In Hamblen County, all jurisdictions are vulnerable to freezes and moderate winter storms, but not to the severity level seen in much of the northern U.S.

Based on previous occurrences, Hamblen County usually experiences one winter storm event every 2 years. The severity of winter storms is commonly measured by inches of snowfall. It is possible for snowfall to accumulate over 6 inches in Hamblen County. The average mean snowfall per year in Hamblen County is between 6 to 12 inches (as seen on the map below).

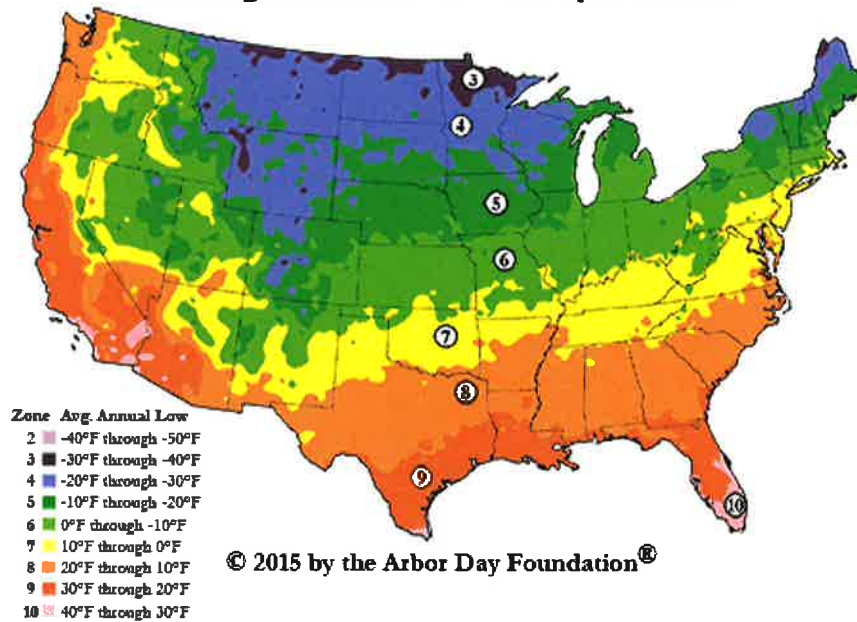
Average Mean Snowfall Per Year



Source: NOAA

Hamblen County can experience temperatures between 15 to 5 degrees Fahrenheit, thus causing multiple freeze conditions during the winter months (see the following map for other average lows).

Average Annual Low Temperatures



Source: NOAA

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The following chart provides winter storm event information for Hamblen County between January 2000 and January 2017.

Winter Storm Impacts in Hamblen County: Jan. 2000 – Jan. 2017

Location	Date	Type	Deaths	Injuries	Property Damage
Hamblen (zone)	1/22/2000	Winter Storm	0	0	0
Hamblen (zone)	12/2/2000	Winter Storm	0	0	0
Hamblen (zone)	12/18/2000	Winter Storm	0	0	0
Hamblen (zone)	1/1/2001	Winter Storm	0	0	0
Hamblen (zone)	1/20/2001	Winter Storm	0	0	0
Hamblen (zone)	1/5/2003	Heavy Snow	0	0	0
Hamblen (zone)	1/16/2003	Winter Storm	0	0	0
Hamblen (zone)	1/22/2003	Winter Storm	0	0	0
Hamblen (zone)	1/9/2004	Winter Storm	0	0	0
Hamblen (zone)	2/26/2004	Heavy Snow	0	0	0
Hamblen (zone)	1/29/2005	Ice Storm	0	0	0
Hamblen (zone)	1/29/2010	Heavy Snow	0	0	0
Hamblen (zone)	12/12/2010	Heavy Snow	0	0	0
Hamblen (zone)	1/17/2013	Heavy Snow	0	0	0
Hamblen (zone)	2/13/2014	Heavy Snow	0	0	0
Hamblen (zone)	2/16/2015	Ice Storm	0	0	0
Hamblen (zone)	2/16/2015	Winter Storm	0	0	0
Hamblen (zone)	2/21/2015	Heavy Snow	0	0	0
Hamblen (zone)	1/20/2016	Heavy Snow	0	0	0
Hamblen (zone)	1/22/2016	Heavy Snow	0	0	0
Hamblen (zone)	1/6/2017	Heavy Snow	0	0	0

The following chart provides winter storm event information Hamblen County between January 2000 and January 2017.

Winter Events in Hamblen County: Jan. 2000 – Jan. 2017

Type	Date	Impact Description
Winter Storm	1/22/2000	2 to 4 inches reported.
Winter Storm	12/02/2000	1 to 3 inches reported.
Winter Storm	12/18/2000	1 to 2 inches reported.
Winter Storm	1/1/2001	Light snow reported.
Winter Storm	1/20/2001	Around 1 inch reported.
Winter Storm	1/5/2002	2 to 4 inches reported.
Heavy Snow	1/5/2003	4 to 6 inches reported.
Winter Storm	1/16/2003	2 to 8 inches reported.
Winter Storm	1/22/2003	2 to 8 inches reported; highest amount in higher elevations.

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Section 3: Risk Assessment

Winter Storm	1/9/2004	2 to 3 inches reported.
Ice Storm /Heavy Snow	1/29/2005	¼ to ½ inches of ice accumulation reported along with 4 to 8 inches of snow. Trees and power lines down.
Heavy Snow	1/29/2010	4 to 8 inches reported.
Heavy Snow	12/12/2010	4 inches reported.
Heavy Snow	1/17/2013	4 to 5 inches reported.
Heavy Snow	2/13/2014	7.2 inches reported.
Ice Storm	2/16/2015	Up to an inch of ice accumulation causing trees and power lines to go down.
Heavy Snow	2/21/2015	5 inches reported.
Heavy Snow	1/20/2016	4.3 inches reported.
Heavy Snow	1/22/2016	6 inches reported.
Heavy Snow	1/6/2017	4 inches reported

Due to the incidents that occurred on February 16 and February 21, 2015, Hamblen County had a Presidential Declaration for Public Assistance (DR-4211).

Hamblen County uses a ranking system to determine each jurisdiction's vulnerability to freezes/winter storm events. This system is based off simple arithmetic which analysis's potential impacts to determine vulnerabilities and then analysis's the probability of a freeze/winter storm event occurring to calculate a risk ranking for each jurisdiction.

Jurisdiction	Impacts			Vulnerability
	Human	Property	Business	$H+P+B = \#; \#/3 = V$
Hamblen County Unincorporated	2	3	2	2.33
City of Morristown	2	3	2	2.33
Hamblen County School Board	2	2	3	2.33

Jurisdiction	Vulnerability	Probability	Risk	
			$V+P=R$	
Hamblen County Unincorporated	2.33	4	6.33	Medium
City of Morristown	2.33	4	6.33	Medium
Hamblen County School Board	2.33	5	7.33	High

Scale	
Low	2-3.6
Moderate	3.7-5.2
Medium	5.3-6.8
High	6.9-8.4
Severe	8.5-10

Human	
<i>Risk of injuries and deaths from the hazard</i>	
1	Death very unlikely, injuries are unlikely
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4	Death possible, injuries may be substantial
5	Deaths probable, injuries will likely be substantial

Property	
<i>Amount of residential property damage associated from the hazard</i>	
1	Less than \$500 in damages
2	\$500-\$10,000 in damages
3	\$10,000-\$500,000 in damages
4	\$500,000-\$2,000,000 in damages
5	More than \$2,000,000 in damages

Business	
<i>Amount of business damage associated from the hazard</i>	
1	Less than 3 businesses closed for only a day
2	More than 3 businesses closed for a week
3	More than 3 businesses closed for a few months
4	More than 3 businesses closed indefinitely or relocated
5	A top-10 local employer closed indefinitely

Probability	
<i>Likelihood of the hazard occurring within a given span of years</i>	
1	Less than once every 10 years
2	About once every 5-10 years
3	About once every 2-5 years
4	About once a year
5	More than once a year

Section 4: Mitigation Strategy

Mitigation Goals

The purpose for developing a set of Goals is to clearly state the community's overall vision for hazard mitigation and to provide a path towards building a safer, more resilient community. The Hamblen County Hazard Mitigation Committee identified the following goals to be the forefront in the overall development of this plan. All actions/projects recommended as mitigation efforts for the Hazard Mitigation Plan must first meet or further at least one of these goals. The goals are provided in a ranked order where the first goal is paramount.

Goal 1: Protect the lives and health of citizens from the effects of natural hazards.

Goal 2: Emphasize mitigation planning to decrease vulnerability of existing and new structures.

Goal 3: Encourage public support and commitment to hazard mitigation, by communicating mitigation benefits.

Identification and Prioritization of Mitigation Projects

Hamblen County has developed a comprehensive range of mitigation projects. These projects were solicited and identified by the different entities who make up the Hamblen County Hazard Mitigation Committee. Once the proposed projects attained a sponsoring agency and the details of the projects were discussed by the committee, the committee then proceeded to prioritize the mitigation projects.

The prioritization process was important since most mitigation projects represent a large investment of financial and personal resources. By evaluating each project's degree of feasibility and the level of costs versus benefits, Hamblen County was able to determine when and which projects should be implemented based on available funding and time.

The Hamblen County Hazard Mitigation Committee used the SAFE-T method to prioritize these projects. This approach was adopted from the successful methodology used by other counties in FEMA Region 4. This rating system uses five variables to evaluate the overall feasibility and appropriateness: Societal, Admistrative, Financial, Environmental, and

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Technical. A focus on this methodology emphasizes the use of a cost-benefit review to maximize benefits.

Project Prioritization Method: SAFE-T			
	Variable	Value	Description
S	Societal: The public must support the overall implementation strategy and specified mitigation actions. The projects will be evaluated in terms of community acceptance and societal benefits.	1	Low community priority, few societal benefits
		2	Moderate community acceptance/priority
		3	High community acceptance/priority
A	Administrative: The projects will be evaluated for anticipated staffing and maintenance requirements to determine if the jurisdiction has the personnel and administrative capabilities necessary to implement the project or whether outside help will be needed.	1	High staffing, outside needed
		2	Some staffing, help may be needed
		3	Low staffing, no outside help needed
F	Financial: The projects will be evaluated on their general cost-effectiveness and whether additional outside funding will be required.	1	Somewhat cost-effective
		2	Moderately cost-effective
		3	Very cost-effective
E	Environmental: The projects will be evaluated for any immediate or long-term environmental impacts caused by their construction or operation.	1	Many environ. impacts, possibly long-term
		2	Some environ. impacts, some possibly long-term
		3	Few, if any, environ. impacts
T	Technical: The projects will be evaluated on their ability to reduce losses in the long-term, whether there are secondary impacts, and whether the proposed project solves the associated problem or if additional components are necessary.	1	Other actions are needed or short-term fix
		2	Other actions may be needed for long-term fix
		3	Other actions not needed, long-term fix

Committee members ranked the projects as a group by determining the value for each variable and then by adding the variables rates up for a project sum value. All the project rankings can be seen on the Hamblen County Hazard Mitigation Project List.

Hamblen County Project List

The following Project List provides an overview of all the Hamblen County Hazard Mitigation Committee projects. This includes potential funding sources, implementation timeframes, the project's responsible agency, and other information. This list is to remain active and updated.

Hamblen County Project List for 2016 Plan

Mitigation Projects								
Priority Rank	Action/Project	Hazard Mitigated	Jurisdictions Benefitted & Represented	Addresses New or Existing Buildings/Infra	Responsible Agency	Possible Funding Source(s)	Timeframe	Project Status
1	Drainage Projects at Flash Flooding Sites	Flood	All	Existing	Hamblen County Highway Department	HMGP, PDM, FMA,	1-2 years	
2	All Hazards (Including Severe Weather) Educational Program Regarding Mitigation	All	All	New/Existing	Hamblen County EMA	Local	Continuous	
3	Road Elevation and Culvert	Flood	Morristown; All	Existing	Highway Departments	HMGP, PDM, TDOT	3-5 years	
4	Tree Limb Removal on Public Right of Ways	Winter Storms	Hamblen County Unincorporated	n/a	Public Works, TDOT, Hamblen County	Local	Continuous	
5	Engineering Study to address Public Right of Ways and Public Property Sinkholes	Severe Weather	All	New/Existing	Local Government	HMGP	5 years	
6	Public Safe Space Projects for Schools					HMGP, PDM		

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Hamblen County Project List from 2011 Plan

Mitigation Projects							
Priority Rank	Action/Project	Hazard Mitigated	Jurisdictions Benefitted & Represented	Addresses New or Existing Buildings/Infra	Responsible Agency	Possible Funding Source(s)	Timeframe
1	Drainage Projects at Flash Flooding Sites	Flood	All	Existing	Hamblen County Highway Department	HMGP, PDM, FMA	1-2 years
2	All Hazards Educational Program regarding Mitigation	All	All	New/Existing	Hamblen County EMA	Local	Continuous
3	Road Elevation and Culvert Projects for Evacuation Routes	Flood	Morristown; All	Existing	Highway Departments	HMGP, PDM, TDOT	1-3 years
4	Public Safe Space Projects for Schools	Tornado/ Severe Storms	All; Hamblen County Schools	New/Existing	Hamblen County Public Schools	HMGP, PDM	2-4 years
5	Severe Weather Awareness Projects	All	All	n/a	Hamblen County EMA	Local	Continuous
6	Tree Limb Removal on Public Right of Ways	Winter Storms	Hamblen County Unincorporated	n/a	Hamblen County EMA	Local	Continuous

Updates to the 2011 Plan Projects:

Priority Rank	Update
1	See "Localized Flood Areas Mitigated" chart (page 14)
2	See meeting dates in appendices. Conducted training during meetings. Bart Hose, TEMA East Regional Planner conducted one of these trainings on October 9, 2014.
3	See "Localized Flood Areas Carried Over from 2011 and New Areas" chart (page 14)
4	Did not receive any HMGP or PDM monies for this project. Not completed/ Eliminated from 2016 plan, but shown for reference.
5	<p>Projects for Severe Weather Awareness Week include:</p> <ul style="list-style-type: none"> a. 2011 - Tours of National Weather Service in Morristown b. 2012 - spoke at various schools during the week on preparedness for severe weather c. 2013 - Elementary school coloring contest on severe weather d. 2014 - Video contest with high schools on severe weather <p>Every year tornado drills were conducted</p>
6	Morristown Public Works and Hamblen County Road Department continues to pick up limbs after severe weather events.

Hamblen County Hazard Mitigation Plan November 30, 2017

National Flood Insurance Program Compliance

The National Flood Insurance Program (NFIP) is a pre-disaster flood hazard mitigation and insurance protection program which has reduced the increasing cost of disasters. The intent of the program is to: require new and substantially improved structures be designed and constructed to minimize or eliminate future flood damage; provide floodplain residents and business owners with financial insurance assistance in the form of insurance after floods; and it transfers most of the cost of private property flood losses from the taxpayers to floodplain property owners through flood insurance premiums. Participation in the NFIP is based on an agreement between communities and FEMA.

Currently Hamblen County unincorporated and the City of Morristown are NFIP participants. FEMA has listed these two jurisdictions to have a current effective map date as of 7/3/2006, with Hamblen County having its initial FIRM (flood insurance rate map) performed in 1991 and Morristown in 1978. Below are two charts that give an overview of NFIP policy and loss data for Hamblen County.

NFIP Policy Data for Hamblen County (as of 4/30/2011)			
Jurisdiction	Policies In-Force	Insurance In-Force Whole \$	Written Premium In-Force
Hamblen Co.	15	2,169,600	9,737
Morristown	56	11,000,000	69,318

Policies In-force: number of NFIP flood insurance policies

Insurance In-force whole \$: value of building and contents insured by the NFIP

Written Premium In-force: total premiums paid for NFIP insurance policies

NFIP Loss Data for Hamblen County (as of 4/30/2011)					
Jurisdiction	Total Losses	Closed Losses	Open Losses	CWOP Losses	Total Payments
Hamblen Co.	1	1	0	0	961.81
Morristown	18	10	0	8	910,654.71

Total Losses: number of flood insurance claims filled by policyholders

Closed Losses: number of flood insurance claims paid to policyholders

Open Losses: claims that are still being processed

CWOP Losses: claims that were "closed without payment"

Total Payments: total dollars paid to policyholders

According to the National Flood Insurance Program, repetitive flood loss is defined as a facility or structure that has experienced two or more insurance claims of at least \$1,000 in any given 10 year period since 1978. Within the NFIP, repetitive flood loss properties are usually considered the most vital structures to mitigate. The chart below provides

a summary of Hamblen County's only repetitive loss property as of May 2011.

Repetitive Loss Properties for Hamblen County						
Jurisdiction	Type of Structure	Flood Zone	Number of Losses	Total Building Payment	Total Contents Payment	Total Paid
Morristown	Non Residnt	C	2	1,643.71	678.68	2,322.39

To continue compliance with the NFIP, the jurisdictions have identified, analyzed, and prioritized three mitigation strategies to stay active with the program.

1. Continue to evaluate improved standards that are proven to reduce flood damage.
2. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
3. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately following heavy rains or flooding event.

Section 5: Plan Maintenance

Monitoring, Evaluating, and Updating

The Hamblen County Hazard Mitigation Committee is designated to monitor and evaluate the mitigation plan. This committee is chaired by Hamblen County Emergency Management who leads the monitoring, evaluating, and updating process.

Monitoring activities will involve Hamblen County Emergency Management setting up a committee meeting to be held on an annual basis. Hamblen County Emergency Management will prepare a brief annual report of the meeting's findings by addressing mitigation progress and shortfalls within the county and include in plan updates.

The plan is to be evaluated annually and after any significant disaster causing human, infrastructure, and property losses. Following each annual informal evaluation of the plan by emergency management staff, any proposed revisions or recommendations will be brought before the Mitigation Committee to be incorporated into the plan. Potential updates to the plan will address changes to the hazard assessment, the critical facilities list, the repetitive loss list, the committee membership list, and the project priority list.

The plan will be formally updated every five years in accordance to 44 CFR 201.6(d)3, which states that the plan shall be reviewed, revised, and resubmitted for approval within five years to continue eligibility for HMGP grant funding. For the five year update, Hamblen County Emergency Management will notify the jurisdictional governments and the Hamblen County Hazard Mitigation Committee approximately one year prior to the plan's expiration date. The review of the plan will include updating the planning process, the hazard profiles, the risk assessment, the vulnerability assessment, the mitigation strategies, and the plan maintenance descriptions.

The five year plan update will also include soliciting other interested persons/agencies to join the Mitigation Committee and a review of what has been accomplished in the past 5 years. The Hamblen County Hazard Mitigation Committee's goal is to have meetings within this time span; dates, public notices, and objectives for these meetings will be determined by Hamblen County Emergency Management.

Five months prior to the plan's expiration date, Hamblen County Emergency Management will submit the revised plan to the Tennessee

Hamblen County Hazard Mitigation Plan November 30, 2017

Emergency Management Agency for preliminary review. Upon approval by the state, TEMA will submit the updated plan to FEMA for review. Once Hamblen County has attained the designation of the plan's approval pending adoption, each jurisdiction will adopt the plan through a resolution within a year.

Incorporation into Planning Mechanisms

By incorporating the Hamblen County Hazard Mitigation Plan into other planning documents and mechanisms, information contained in the mitigation plan can help fill-in missing gaps in existing documents, can contribute to already existing mitigation-based projects, and can create a strengthen stance of mitigation implementation and awareness within the county and its jurisdictions.

Some of the mechanisms that the Hamblen County Hazard Mitigation Plan could be incorporated into include:

- City of Morristown Land Use Plan
- Hamblen County Land Use Plan
- Hamblen County Building/Zoning Codes
- Hamblen County BEOP
- Hamblen County Schools Strategic Plan

The process of incorporating the hazard mitigation plan into other plans will begin during the other plan's update cycles. Hamblen County Emergency Management will first review the plans side-by-side, and where deemed necessary, Emergency Management will make notes on how mitigation concepts and actions can be incorporated into the other plans. These recommendations will be submitted to the lead agencies of the other planning mechanisms for them to place relevant information within the documents.

Additionally, in the past few years information from the original Hamblen County Hazard Mitigation Plan has been incorporated into the County's BEOP. This method of incorporation attempted to follow the described process stated above.

Continued Public Participation

The Hamblen County Mitigation Committee will strive to involve the public in future mitigation activities. This will be accomplished by continuing to post Mitigation Committee Meeting dates in the local newspaper, by attempting to have a public mitigation meeting once a year, by providing public access to copies of the Hamblen County Hazard Mitigation Plan in









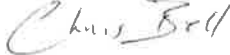
the local emergency management office, and by soliciting other interested persons to participate in the mitigation planning process. By implementing these methods, the public will have an opportunity to comment on the plan during the update drafting stage and prior to plan approval.

Appendix 1

Hazard Mitigation Plan Committee 2013 Update

October 8, 2013 11:00am

West Wing Conference Room

<u>Name</u>	<u>Agency</u>	<u>Signature</u>
1. Danny Young	Hamblen Planning Comm.	
2. Danny Houseright	M-H EMS	
3. Barry Poole	Hamblen Road Dept	
4. Hugh Clement	Hamblen County Schools	
5. Don Ellison	EMA	
6. Charles Southerlan	Morristown Utility	
7. Nathan Antrican	Morristown Police Dept	
8. Clark Taylor	Morristown fire Dept.	
9. Kevin Jarnigan	South Hamblen VFD	
10. Chris Bell	M-H EMA	

Appendix 2

Hazard Mitigation Planning Meeting
October 9, 2014
2:30 PM

Member	Representation	Attendance
Chris Bell	Hamblen County EMA	<i>Chris Bell</i>
Hugh Clement	Hamblen County Schools	<i>Hugh Clement</i>
Reece Conway	Morristown Public Works	<i>Reece Conway</i>
Don Ellison	Hamblen County EMA	
Keith Ely	Property Assessor	
Buddy Fielder	City of Morristown	<i>Buddy Fielder</i>
Tim Greene	Morristown Fire Department	<i>Tim Greene</i>
Dale Griffie	Hamblen County EMA	<i>Dale Griffie</i>
Billy Gulley	Morristown Police Department	<i>B. Gulley</i>
Jamie Purkey	Morristown/Hamblen EMS	<i>Jamie Purkey</i>
Charles Southerland	Morristown Utility	<i>Charles R. Southerland</i>
Danny Young	Hamblen Planning Department	<i>Danny Young</i>

✓ Teresa Ewing EMA *Teresa Ewing*
✓ Chris Wisecarver Morristown P.D. *Chris Wisecarver*
✓ Gary Ryan MFD *Gary Ryan*
~~*Billy Gulley* MPD *Billy Gulley*~~
~~*Hugh Clement* HCSS *Hugh Clement*~~

Agenda

Hazard Mitigation Committee

October 9, 2014

2:30 PM

- I. Review basic components of the Hazard Mitigation Plan and why we have a
County Plan – Bart Hose, Representative from TEMA Planners
- II. High Risk Flood Areas List Updated (Plan Page 6)
*Add Debbie Circle (Stubblefield Creek)
*South Cumberland at Algonquin
- III. Flood Events List Update to 2013 NOAA (Plan Pages 6-7)
Checked with NOAA and no update needed
- IV. Project List (Reference page 22-23 for information on how project list is determined.) ----Page 24
Possible revisions and additions include 1) having utility lines run underground in downtown area; 2) add a hazard for “Sinkhole” on the West end of Morristown
- V. County and City Planning Departments (Page 25)
No items needed updates
- VI. Severe Winter Weather Mitigation – Risk/Vulnerability Analysis and Possible Project – TEMA Planner Bart Hose conducts

Revise projects list to include tree remove and replacements
Additional Items not on agenda brought forth in meeting:
1) Add a TDOT rep for the committee (Jay Rosen as a possible candidate)

Hamblen County Hazard Mitigation Plan November 30, 2017

- 2) Look into armoring the EOC
- 3) Discussion for money for the EOC Facility
- 4) Use CDBG for the Early Warning System for the Community

**Hazard Mitigation Planning Minutes
October 9, 2014 2:30 PM
Fire Station 1 Training Room**

The meeting was called to order and opened up by Morristown-Hamblen EMA Director, Chris Bell. Chris stated that the grant has been applied for in order for the projects that are listed on the plan to proceed to completion.

Mr. Bart Hose from TEMA gave a presentational slide on the risks/hazards on different aspects of disasters and the outcome once the clean-up has been completed. Bart confirmed with the committee members that were present on ways to adopt a plan, restructure or update an existing plan that is already in place.

Bart stressed how important it is to make sure that on the plan that is set in place to note the wording on each project and how the project (s) are going to effect the area and how it will be resolved to include the amount of time the project will take to complete in order to ensure that all grant monies are given correctly without any delays.

All grant monies that are issued out of that 15% goes to the state and incidents that are not eligible for grant monies are: Warning Systems, Generators, Repairs and/or Clean-ups, Dredging or Creek Re-routing. Any monies needed for these will come out of the agency that is responsible for these types of uses for either the City or County.

Bart stressed that at any given time we apply for grants FEMA wants point direction which means the purpose for the grant monies and the completion date, they are very strict on the usage of funds. Also before applying for grants find out what areas would be affected and address the strength of the hazard and the possible impact due to the hazard.

Chris opened the floor for discussions to see if any agency present had any concerns or issue that should be addressed so that they could be looked into. Buddy Fielder with the City of Morristown asked why Debi Circle was not included on the plan for a flood zone and needed to be added on the project list. Chris Wisecarver with MPD stated that there are two large

sinkholes in the Windsor Square development behind K-Mart that also needs to be addressed as well as the flood area on South Cumberland at Algonquin Street.

Gary Ryan with MFD ask about the electrical wires located on the North Side of the alley downtown because if a structural fire happened in that general area none of the fire trucks would be able to get in because of the power lines. Chris discussed this some in detail with Charles Southerland with Morristown Utility and stated that they would look into possibility having the electrical lines put underground.

Meeting was adjourned by Chris.

Appendix 3

Sign in Sheet for Hazard Mitigation Plan Meeting

Thursday, August 11, 2016 @ 11:00 am

Rescue Squad Building

1.	Greg Ellison	City of Morristown
2.	Mark Johns	Planning
3.	Claude Smith	Bld Inspections
4.	Charles R Southernland	Morristown Utility Systems
5.	Daniel Singleton	TDOT
6.	PAUL E. BROWN	CITY OF MORRISTOWN
7.	Clark Taylor	Morristown Fire
8.	Tim Greene	Morristown Fire
9.	Billy Gulley	MPD
10.	Jeff Clement	Hamblen Co. Dept. of Education
11.	Anthony Cevallecci	NWS Anthony Cevallecci@nws.gov
12.	Todd S Jones	TEMA tjones@tema.org

EMERGENCY

EMERGENCY

EMERGENCY

**Hazard Mitigation Plan Meeting Minutes
August 11, 2016 at 11:00 am
Morristown Rescue Squad Building**

In attendance: Greg Ellison, Mark Johns, Claude Smith, Charles Southerland, Daniel Singleton, Paul Brown, Clark Taylor, Tim Greene, Billy Gulley, Hugh Clement, Anthony Cavallucci, Todd Jones, Elise Hagner, Jessica Wuton, Lindsey Horn

EMA Director Chris Bell opened the meeting at 11 am.

In 2010 General Bassum of TEMA saw that TN was lacking in Hazard Mitigation plans.

Hazard mitigation grants are in smaller amounts. Money is limited. There will be a 30-40% increase because we have an active mitigation plan.

Director Bell then read from 44 CFR 201 which explains the purpose of hazard mitigation. The purpose of hazard mitigation planning is to look at the vulnerabilities we have in the area and see what we can mitigate to prevent there from being a greater impact at the time of the incident.

The first Hamblen County Hazard Mitigation Plan was finalized and approved in 2011 - has to be updated every five (5) years. Committee is supposed to meet every other year. Last meeting held in 2014.

Committee then reviewed each of the jurisdictions; then reviewed the vulnerabilities and hazards, both with no changes. Then the committee moved to the localized flooding areas to review. (see Hazard Mitigation Plan, page 6):

- East Morris Blvd – Mitigated Lomar July 2016
- Old Russellville Pike – 344
- South Cumberland at Railroad – Plan is in place
- South Cumberland at Parker Road
- Intersection of Shinbone Road and Jarrell Rd – bridge and culvert rebuilt
- South Henry at Sunrise – replaced bridge
- Debi Circle spelling needs to be corrected
- Remove both East Andrew Johnson Hwy @ Larry Baker Rd and South Cumberland @ Algonquin
- Add Russellville Intermediary School
- Add Dalton Ford and Reeds Chapel Rd.

Hazards for Hamblen County: winds, hail, flooding, tornadic activity, severe weather, and winter storms – no changes.

Hamblen County Hazard Mitigation Plan November 30, 2017

The committee then reviewed and made revisions and updates to projects list:

- Change timeframe on Priority #1 to 3-5 years
- Combine #2 and #5
- Edit #3 – remove “evac routes” and change to 3-5 years
- Remove Public safe space for schools
 - Hugh Clement: We have not utilized safe space build-outs, but we do have a designated space set in our emergency plan for each school.
 - Todd Jones: Can retrofit buildings; expensive
- Tree removal on public right of way – change responsibility to Public Works, TDOT, Hamblen County
- Add “Repair public property and drainage area sinkholes as affected” – Jurisdiction – all; new/existing infra; TDOT, Local government; 5 years

Director Bell asked if there were any more projects to add- none.

Everyone went around the table and introduced themselves

Director Bell said that he would send changes to everyone, asked they reply back with approval of changes to the Hazard Mit Plan and then at first of October they would be submitted to TEMA -> FEMA.

Meeting was adjourned.

Appendix 4

Yearly Reviews

2012:

1. February 2012: Conducted severe weather awareness education during Severe Weather Awareness Week.
Projects included: (Project Rank #5)
 - Tornado drills in schools, government, daycares, medical centers, nursing homes, business facilities.
 - Radio, TV interviews.
 - Tested emergency systems.

2013:

1. Vantage view Project
 - Hazard Mitigation Grant Program [HMGP] #4060-0001 City of Morristown Drainage Improvement Project (Project Rank #1)
2. Updated and Revised Hamblen County Hazard Mitigation Committee (page 2)
3. Severe Weather Awareness Week Activities (Projects Rank #5)
 - (Same as above)
 - Presentations in 8 schools during week
 - Coloring contest

2014:

1. Continue "Vantage View" Hazard Mitigation Program Project (Project Rank #1)
2. February 2014: Severe Weather Awareness Week Activities
 - Conduct Public Service Announcement video contest between two local high schools. Winning video shown on local and regional TV stations.
3. Committee meeting on October 9, 2014 with TEMA East planner Bart Hose on updates to hazard Mitigation Plan.

**The Hazard Mitigation Grant for the Vantage View Project was approved for Phase 1 in October 2013. But as of November 2014, the City of Morristown cancelled the contract because of "undue burden of the state and federal levels requiring continued additional forms and information to proceed with Phase II of actual construction. The FEMA approval letter and City of Morristown contact cancellation letter is shown below.

November 24, 2014

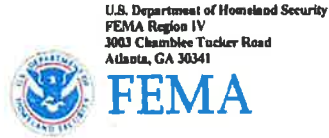
Chris Bell
Director
Morristown-Hamblen Emergency Management Agency
511 West Second St.
Morristown, TN 37814

Director Bell,
Do to overwhelming concern for safety the City of Morristown has decided to no longer pursue the Hazard Mitigation Grant for the Vantage View Storm Water Project. The pipe failure beneath Vantage View Drive is critical. We feel should the processes and information required for the grant funding slow the bid and construction portions of the project, potential storm or geologic events will cut off this singular access to the 200 plus residents of the area. We greatly appreciate the efforts your office and those at the State and Federal level. Your assistance in making the proper notifications regarding our decision is appreciated.

We hope that the participating funding agencies will understand our position relative to our safety concerns and will continue to assist Morristown should funding be needed in the future. Thank you for serving our community.

Ralph "Buddy" Fielder ACA
City of Morristown, Tennessee

Hamblen County Hazard Mitigation Plan November 30, 2017



October 30, 2013

Mr. James Bassham, Director
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204-1502

Attention: Mr. Douglas Worden, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project 4060-0001: City of Morristown
Drainage Improvement Project (Phase One)

Dear Mr. Bassham:

We are pleased to inform you that the subject project has been approved for \$69,000 with a Federal share of \$36,087 and a Non-Federal share of \$32,913. The following is the approved Scope of Work (SOW) for the above-referenced project:

The project's intent is to replace the damaged culvert and embankment. The objective is to size the culvert such that it will safely pass inflows from the watershed without increasing flood levels upstream and without increasing peak flows downstream. This will be accomplished by preparing a study of the watershed and stream to verify and/or establish the drainage area and to determine the hydrologic response (the watershed is karst in nature) as well as the hydraulic response. (Note that FEMA indicated that there is no effective model available for the stream, therefore new models will need to be created.) The City will use HEC-HMS, HEC-RAS, SWMM, and HY8 software to conduct these analyses in accordance with FEMA-accepted protocols. The current Phase I application will only include the engineering and design phase. An engineering study is needed for the benefit cost analysis to reflect correct information. Once the engineering and design phase complete that data will be used to run an accurate benefit cost analysis and then proceed with Phase II.

The Period of Performance (POP) for Phase I of this project is two (2) years from the date of this correspondence and shall end on October 30, 2015. All the activities specified in the scope of work should be completed and all Phase I deliverables submitted to FEMA no later than this date. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation, even if the project is deemed unfeasible or not cost effective, within 90 days, no later than January 28, 2016.

The City of Morristown shall deliver to FEMA through the Tennessee Emergency Management Agency for review and comment on the following project conditions:

www.fema.gov

2015:

1. February 2015: Severe Weather Awareness Week Activities
2. Reviewed Plan May 2015 and all items up to date
3. Preparing for 5 year update for 2016
4. No meeting this year

2016:

**Hazard Mitigation Plan 5 Year Review and Update Minutes
August 11, 2016 at 11:00 am
Morristown Rescue Squad Building**

In attendance: Greg Ellison, Mark Johns, Claude Smith, Charles Southerland, Daniel Singleton, Paul Brown, Clark Taylor, Tim Greene, Billy Gulley, Hugh Clement, Anthony Cavallucci, Todd Jones, Elise Hagner, Jessica Wuton, Lindsey Horn, Chris Bell

EMA Director Chris Bell opened the meeting at 11 am.

In 2010 General Bassum of TEMA saw that TN was lacking in Hazard Mitigation plans.

Hazard mitigation grants are in smaller amounts. Money is limited. There will be a 30-40% increase because we have an active mitigation plan.

Director Bell then read from 44 CFR 201 which explains the purpose of hazard mitigation. The purpose of hazard mitigation planning is to look at the vulnerabilities we have in the area and see what we can mitigate to prevent there from being a greater impact at the time of the incident.

The first Hamblen County Hazard Mitigation Plan was finalized and approved in 2011- has to be updated every five (5) years. Committee is supposed to meet every other year. Last meeting held in 2014.

Committee then reviewed each of the jurisdictions; then reviewed the vulnerabilities and hazards, both with no changes. Then the committee moved to the localized flooding areas to review. (see Hazard Mitigation Plan, page 6):

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Hamblen County Hazard Mitigation Plan November 30, 2017

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- South Cumberland at Railroad – Plan is in place
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- South Henry at Sunrise – replaced bridge
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Hazards for Hamblen County: winds, hail, flooding, tornadic activity, severe weather, and winter storms – no changes.

The committee then reviewed and made revisions and updates to projects list:

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- Tree removal on public right of way – change responsibility to Public Works, TDOT, Hamblen County
- Add “Repair public property and drainage area sinkholes as affected” – Jurisdiction – all; new/existing infra; TDOT, Local government; 5 years

Director Bell asked if there were any more projects to add- none.

Everyone went around the table and introduced themselves

Director Bell said that he would send changes to everyone, asked they reply back with approval of changes to the Hazard Mit Plan and then at first of October they would be submitted to TEMA -> FEMA.

Meeting was adjourned.

Appendix 5

Public Notice

3/23/2017

Print

The newspapers of **Tennessee** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Hamblen
Printed In: Citizen Tribune (Morristown)
Printed On: 2017/03/16

PUBLIC NOTICE

Hamblen County Multi-Hazard Mitigation Committee meeting will be held on Wednesday, March 22 at 4:00 pm at the Hamblen County Courthouse, Third Floor, Small Courtroom. The purpose of this meeting is to gather input from the public on the updated Hamblen County Multi-Hazard Mitigation Plan. This meeting is open to the public.


Chris Bell
EMA Director

Published: 3/16/17

Public Notice ID:
24017837

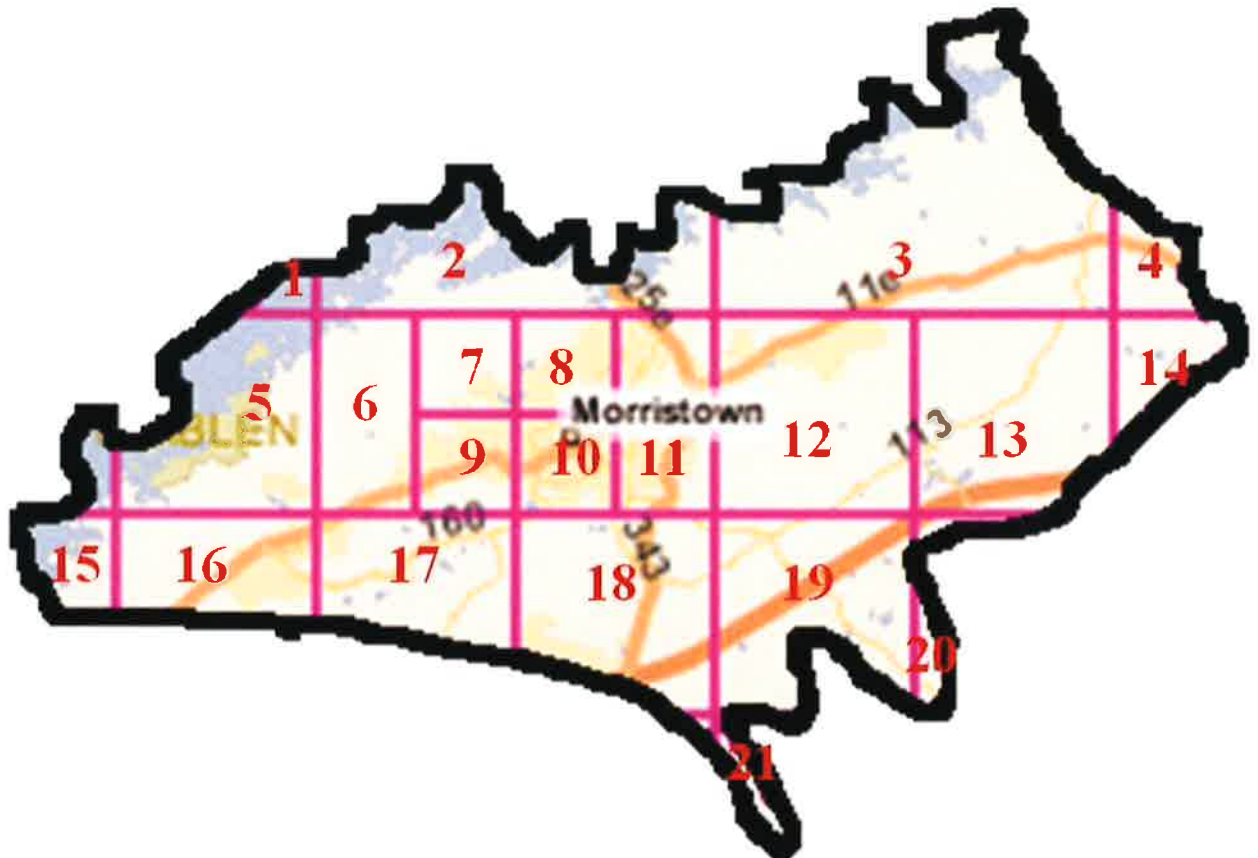
Hamblen Hazard Mitigation Plan Public Meeting

March 22, 2017 Small Courtroom Hamblen County Courthouse 4:00pm

- 1) Chris Bell Hamblen EMA
- 2) Tim Greene MFD
- 3) Mark Johns Planning Hamblen
- 4) Paul Brown City of Hamblen Public Works
- 5)  Don E. Hinson MHEMA
- 6) Lindsey Hein MHEMA
- 7)
- 8)
- 9)
- 10)

Appendix 6

Flood Insurance Rate Maps for Hamblen County



The above map shows Hamblen County broken into FIRM Panels with numeric labeling. The following maps show a close-up of each Panel Label indicating the area's 100 year floodplains through shading. These maps were produced on July 3, 2006 and are available from the FEMA Map Service Center.

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0025E

FIRM
FLOOD INSURANCE RATE MAP
HAMBLÉN COUNTY,
TENNESSEE
AND INCORPORATED AREAS

PANEL 25 OF 250
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HAMBLÉN COUNTY	470346	0025	E


Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
47063C0025E

EFFECTIVE DATE
JULY 3, 2006

Federal Emergency Management Agency

LEGEND



SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined

ZONE AE Base Flood Elevations determined

ZONE AH Flood depths of 2 to 3 feet (usually areas of ponding); Base Flood Elevations determined


ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined

ZONE AR Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood

ZONE A99 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined


ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined




FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.



OTHER FLOOD AREAS


ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with damage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood




OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain

ZONE D Areas in which flood hazards are undetermined, but possible



COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS



OTHERWISE PROTECTED AREAS (OPAs)


CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

— Floodplain Boundary

— Floodway Boundary

— Zone D Boundary

..... CBRS and OPA boundary




Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities


~ 81.3 ~ Base Flood Elevation line and value, elevation in feet*

(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988



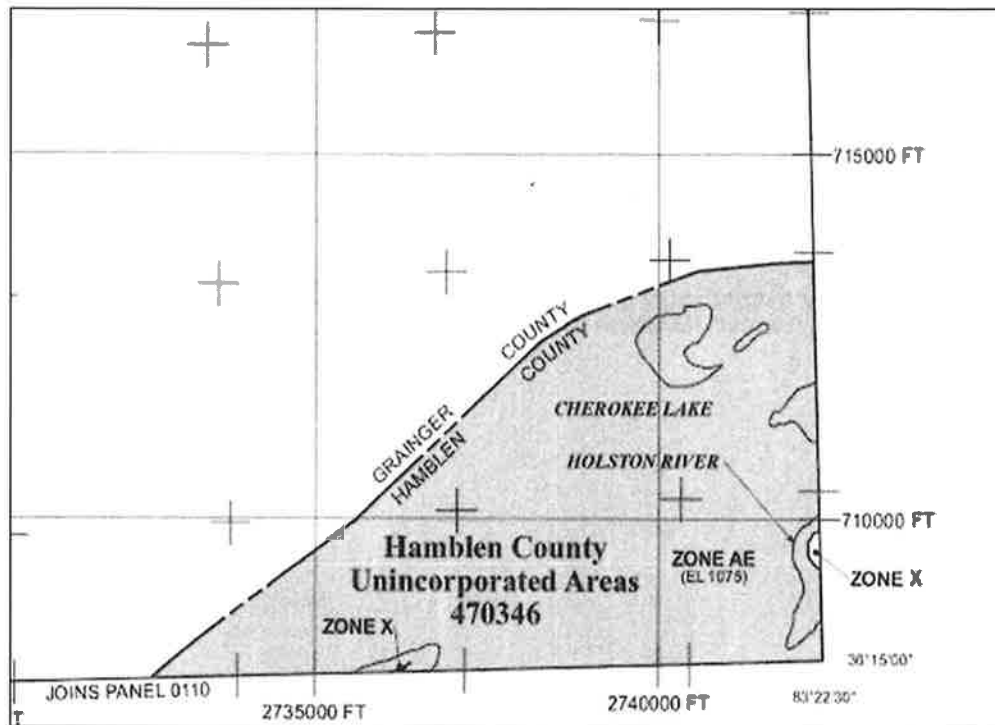
— Cross section line



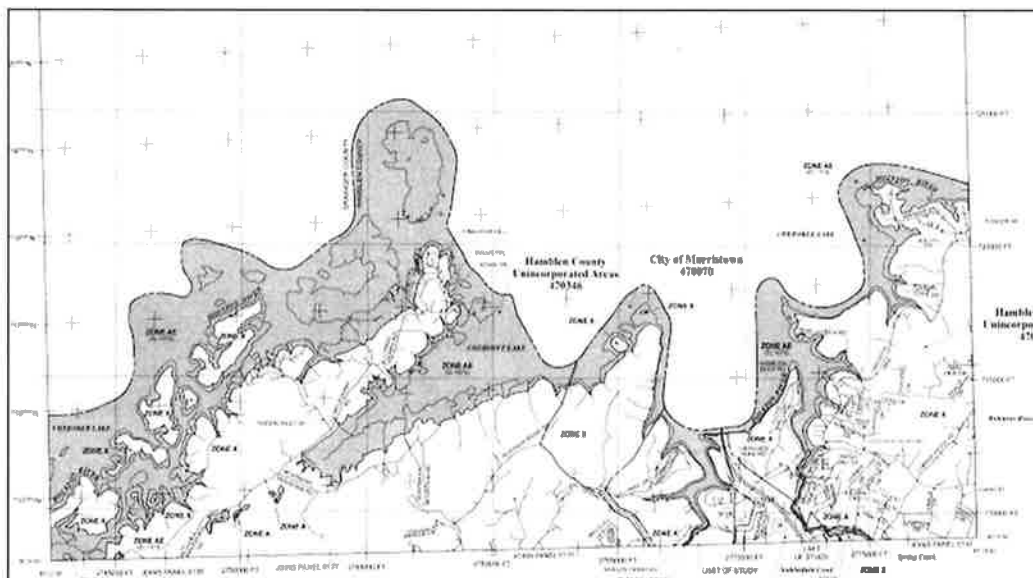
— Traverse line

45° 02' 08", 83° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere

Panel 1



Panel 2



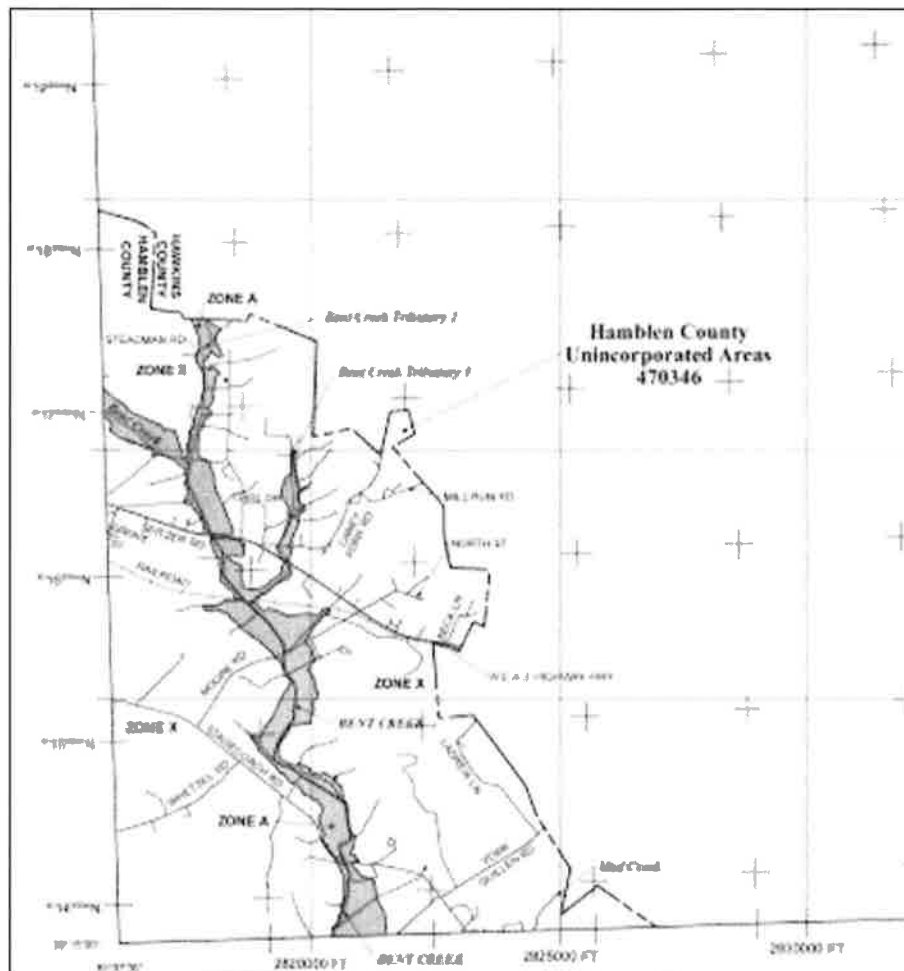
Hamblen County Hazard Mitigation Plan November 30, 2017

Panel 3

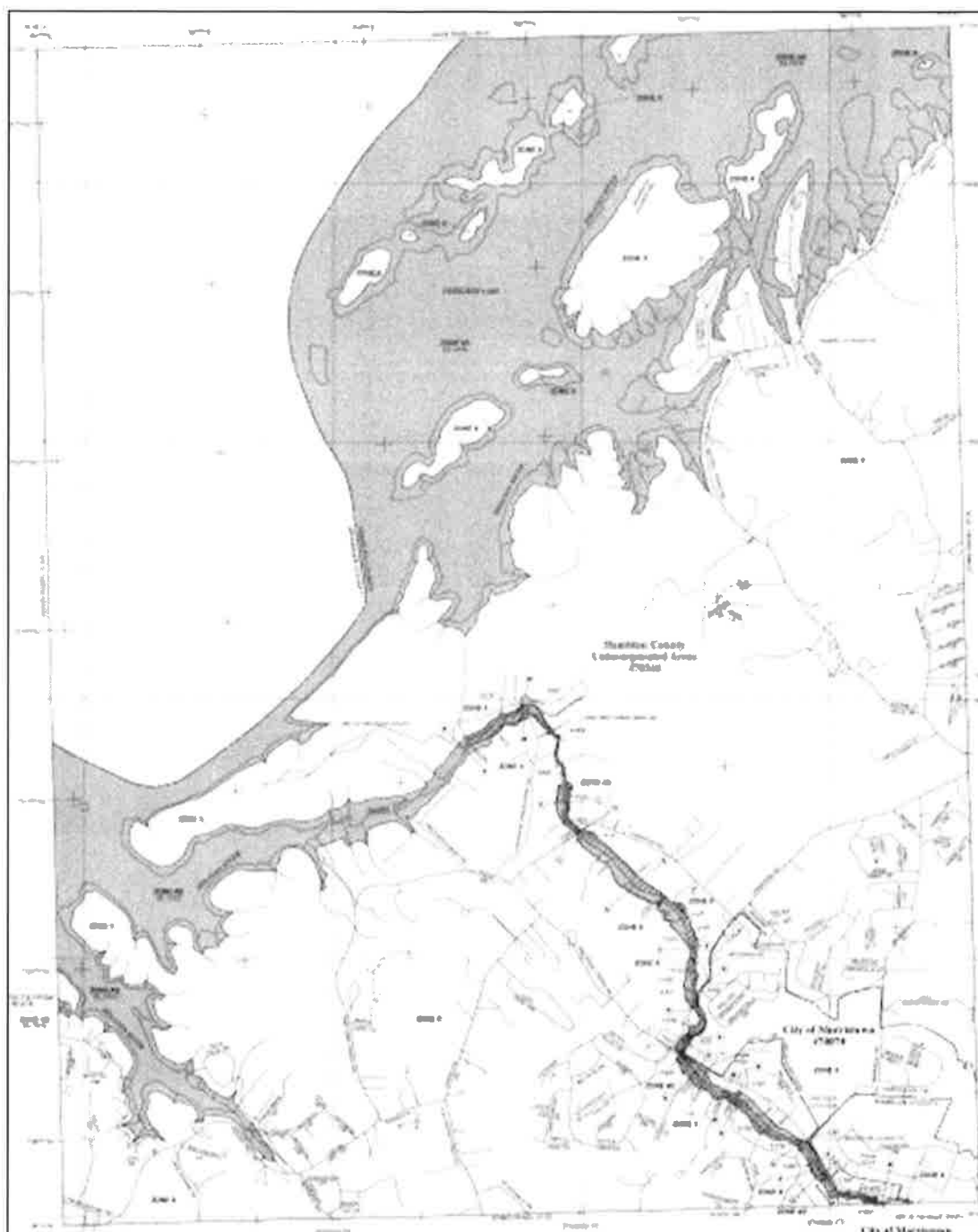


Hamblen County Hazard Mitigation Plan November 30, 2017

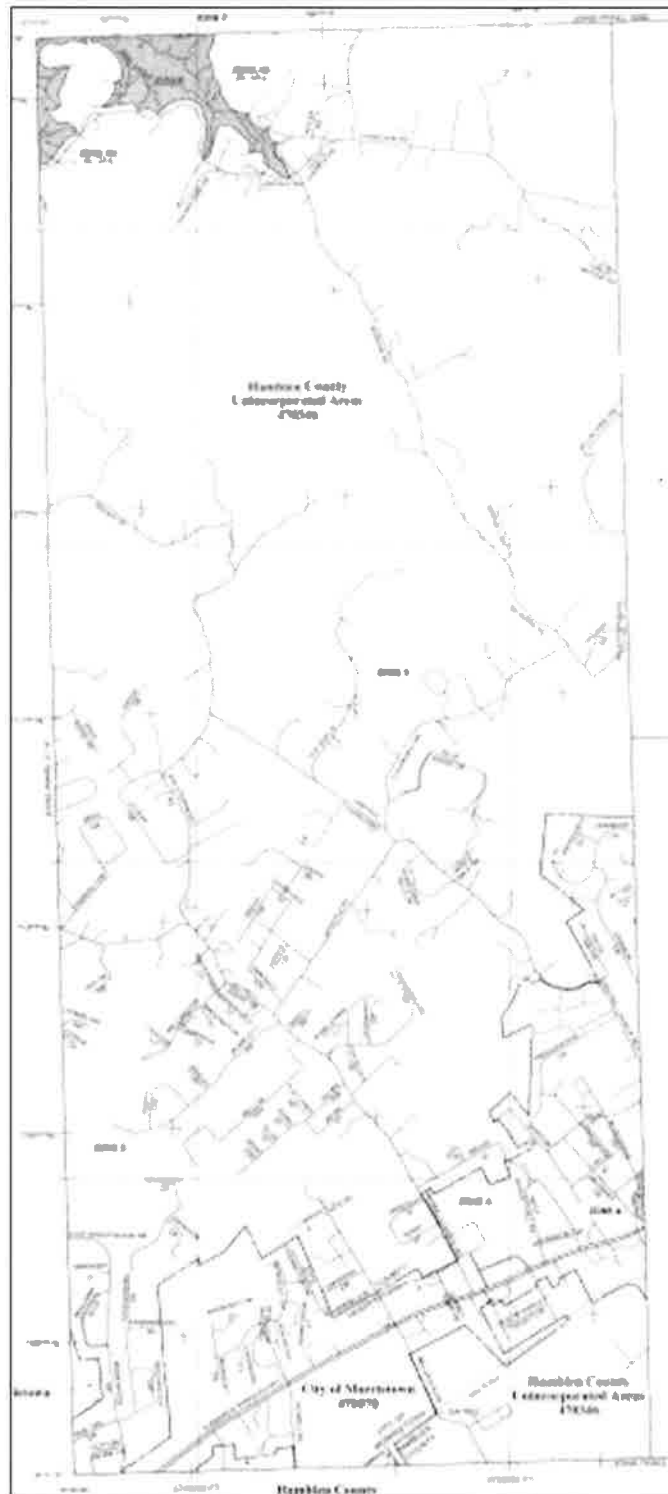
Panel 4



Panel 5

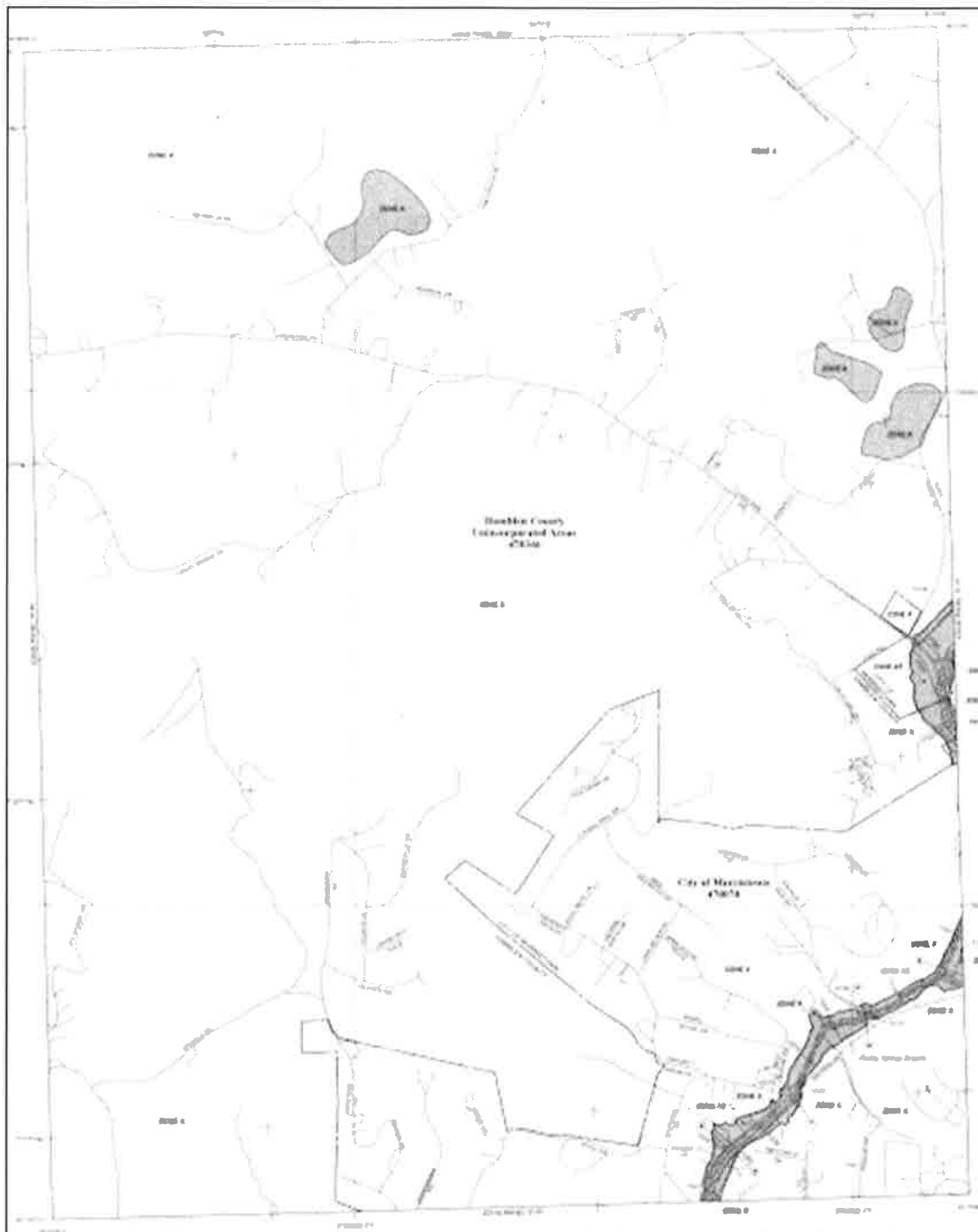


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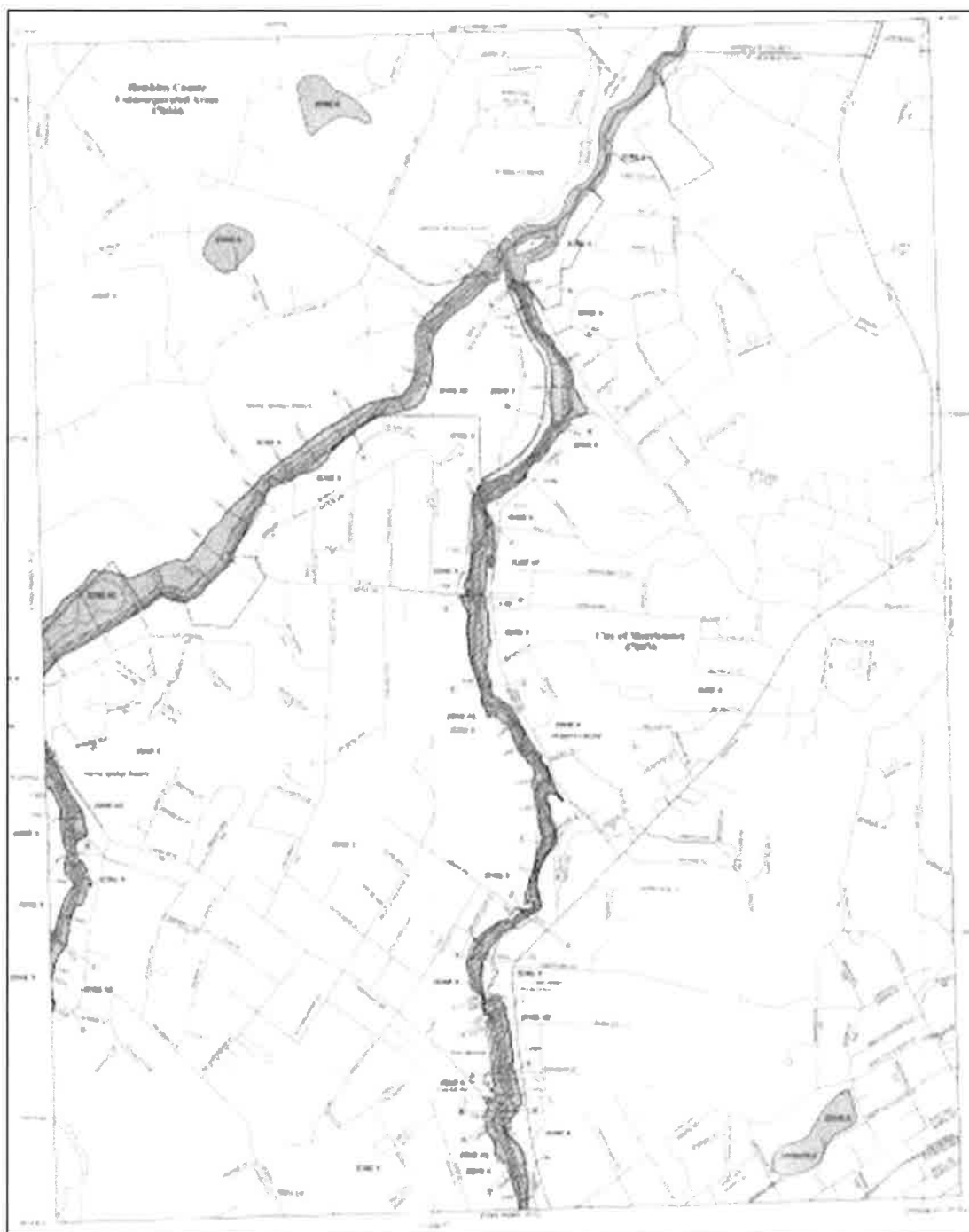


Hamblen County Hazard Mitigation Plan November 30, 2017

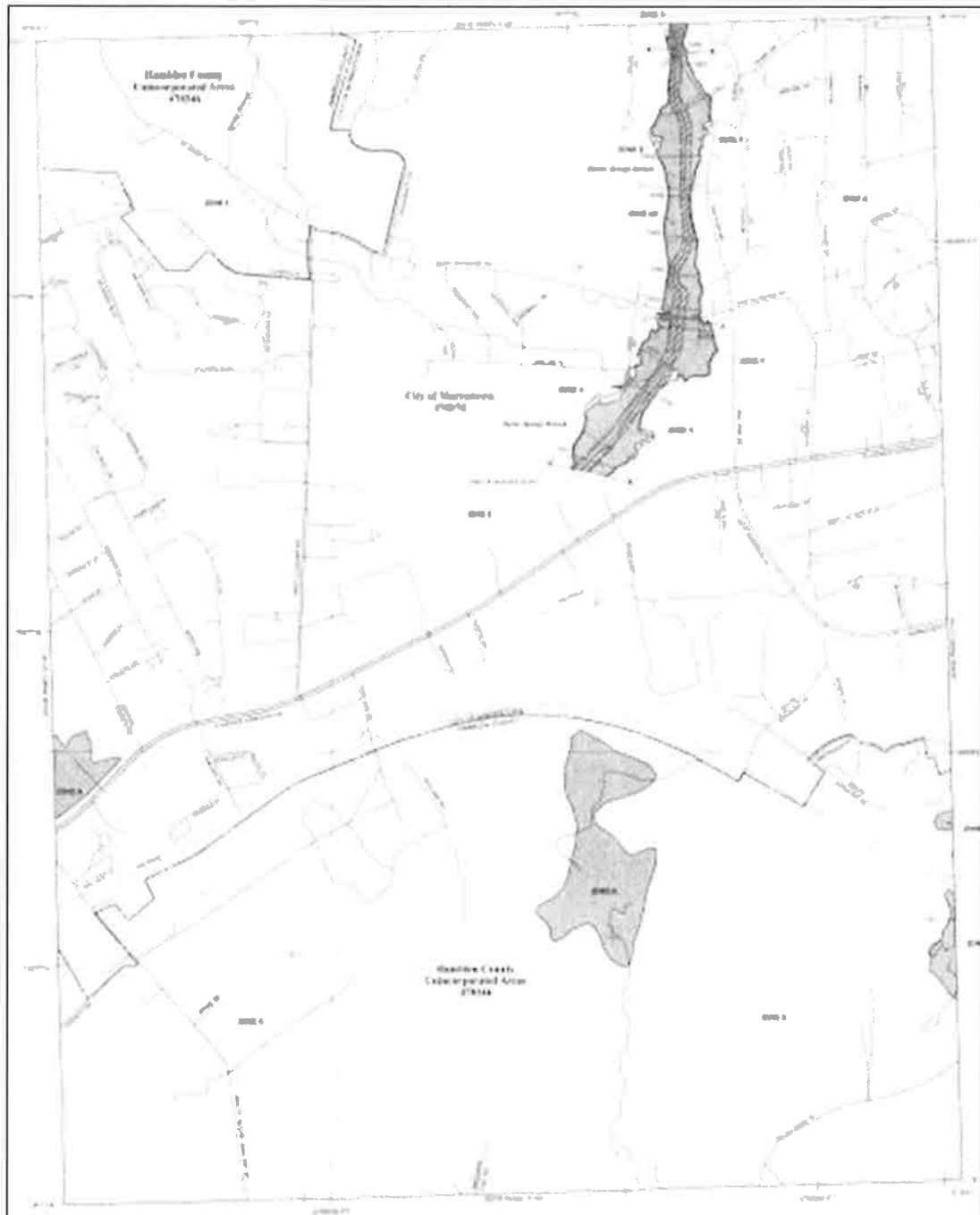
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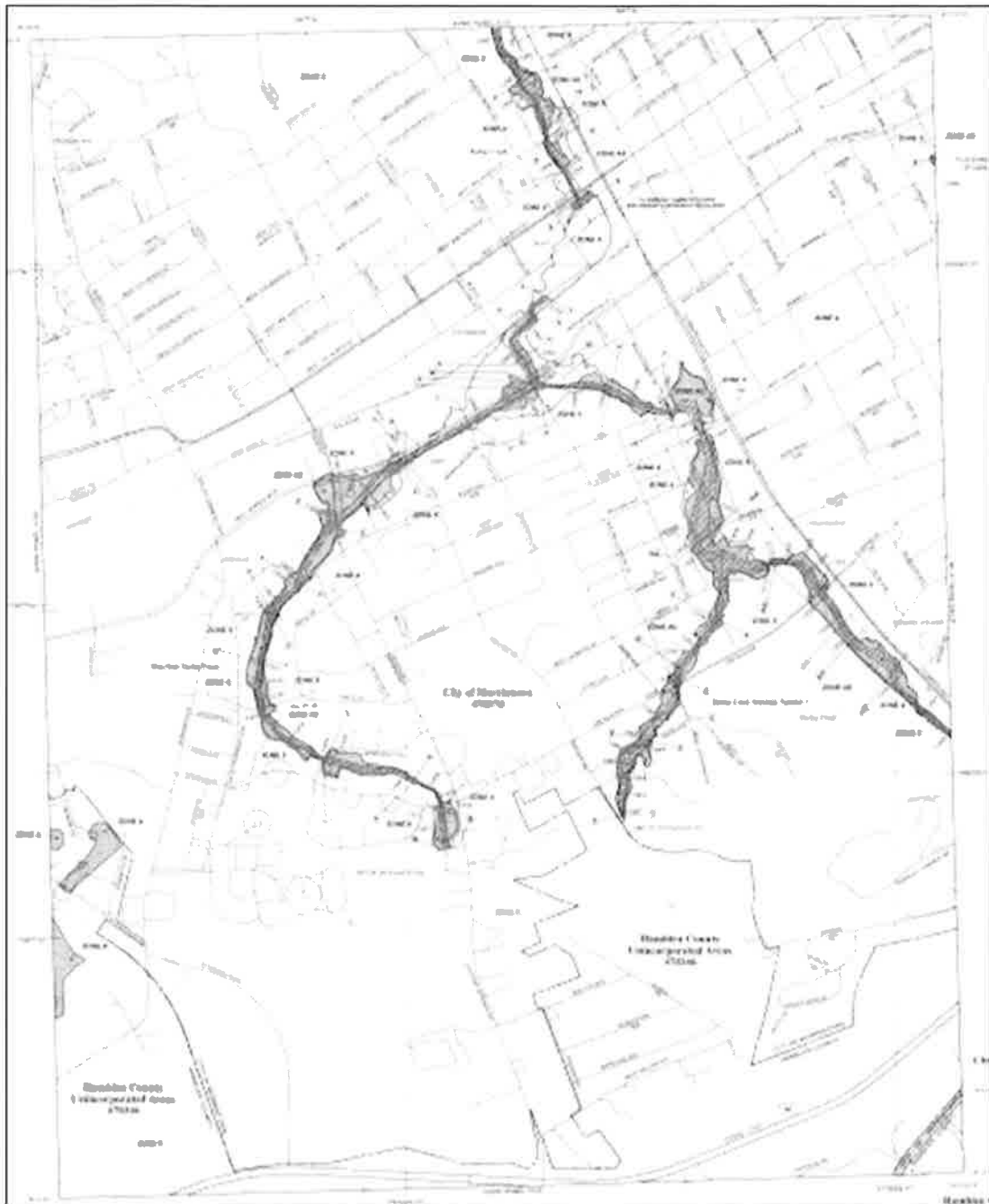
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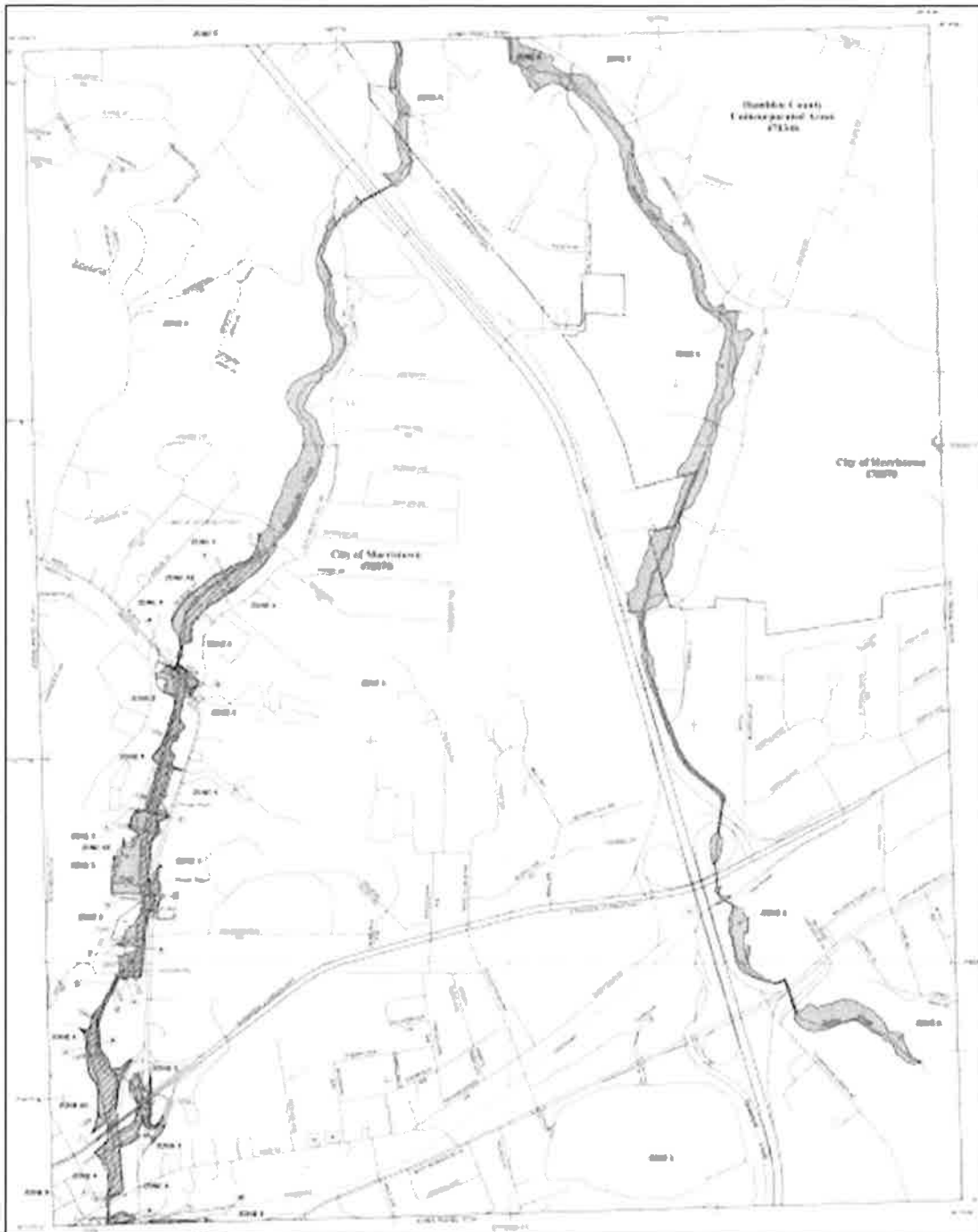
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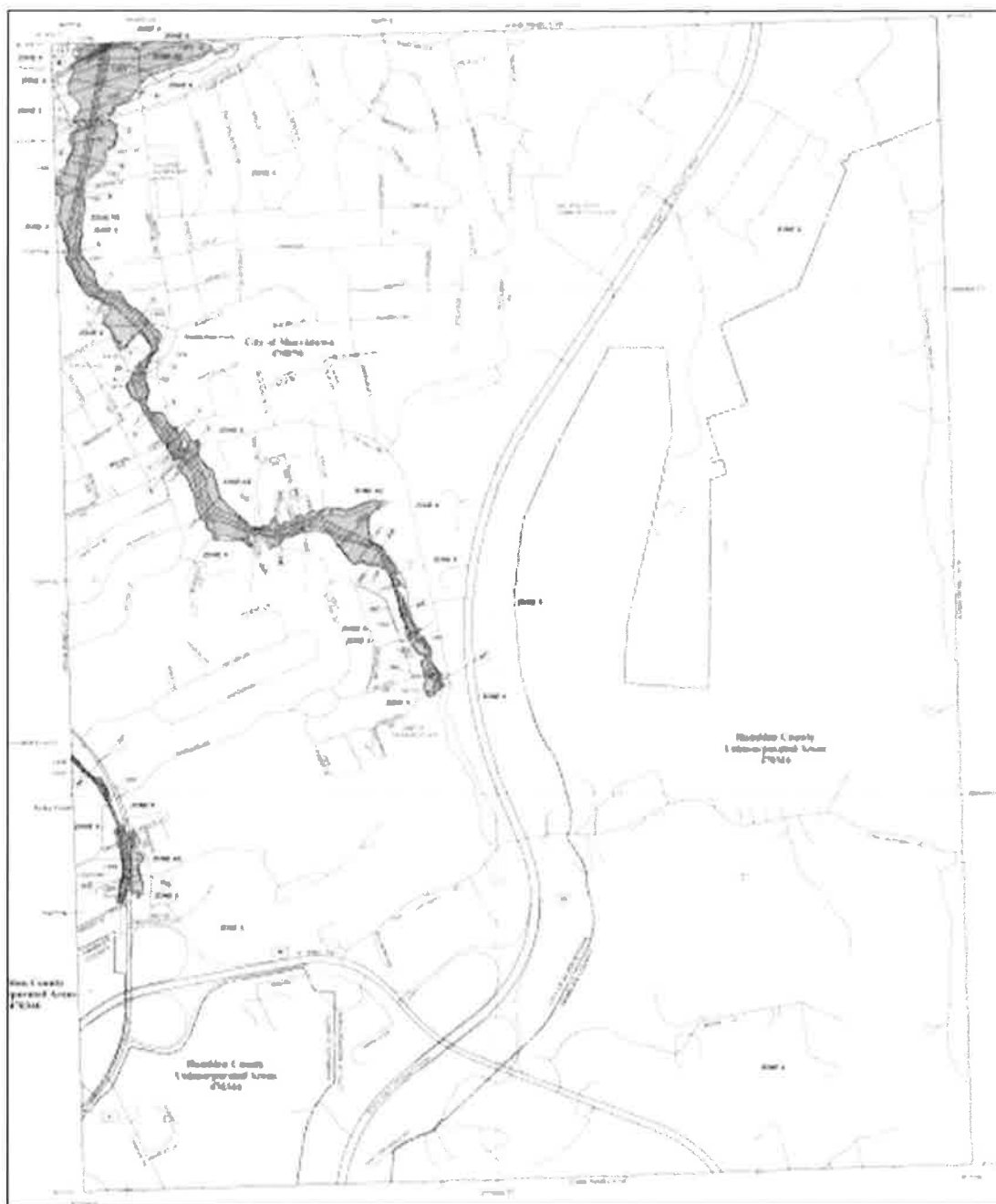
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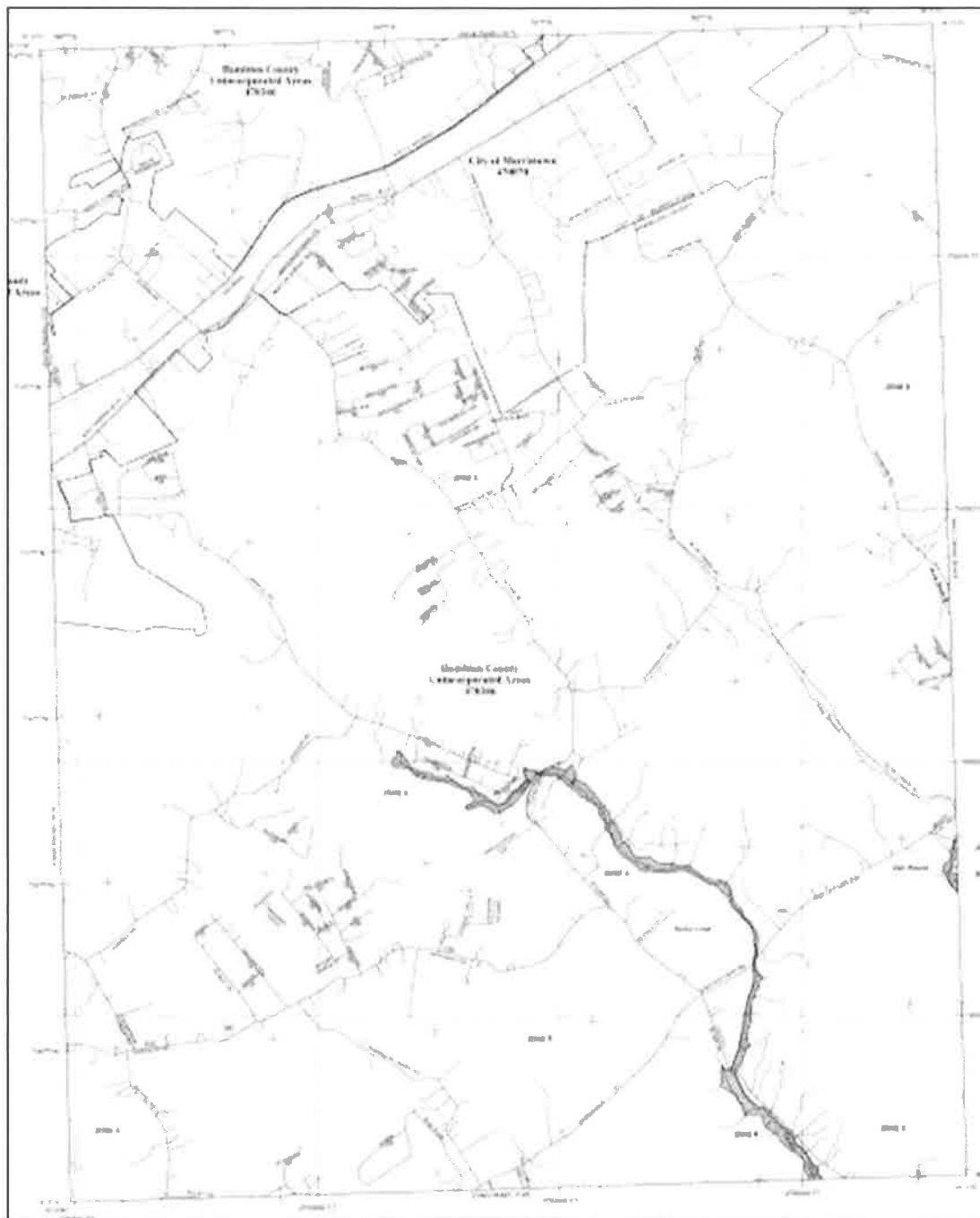
Panel 11A



Panel 11B

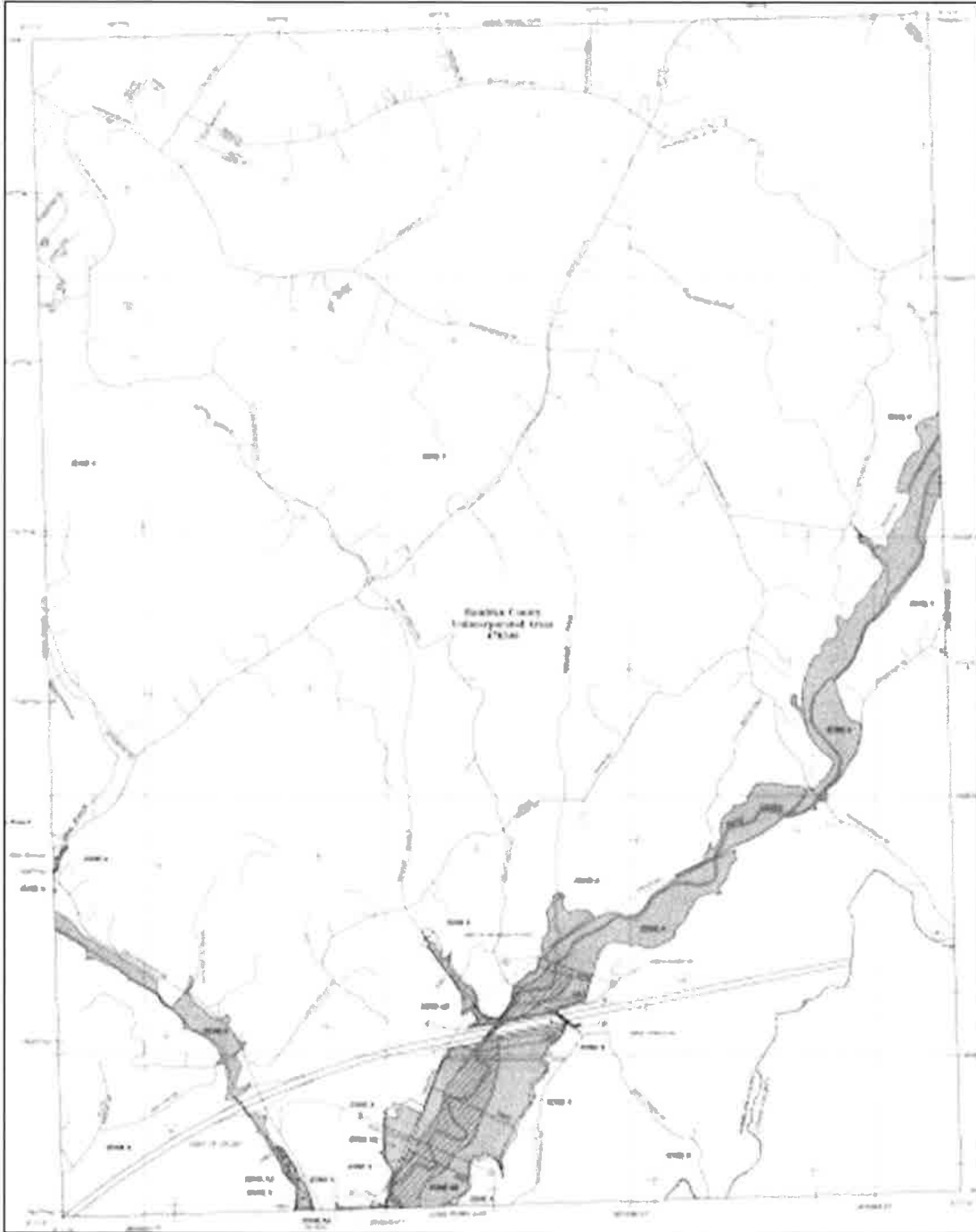


Panel 12



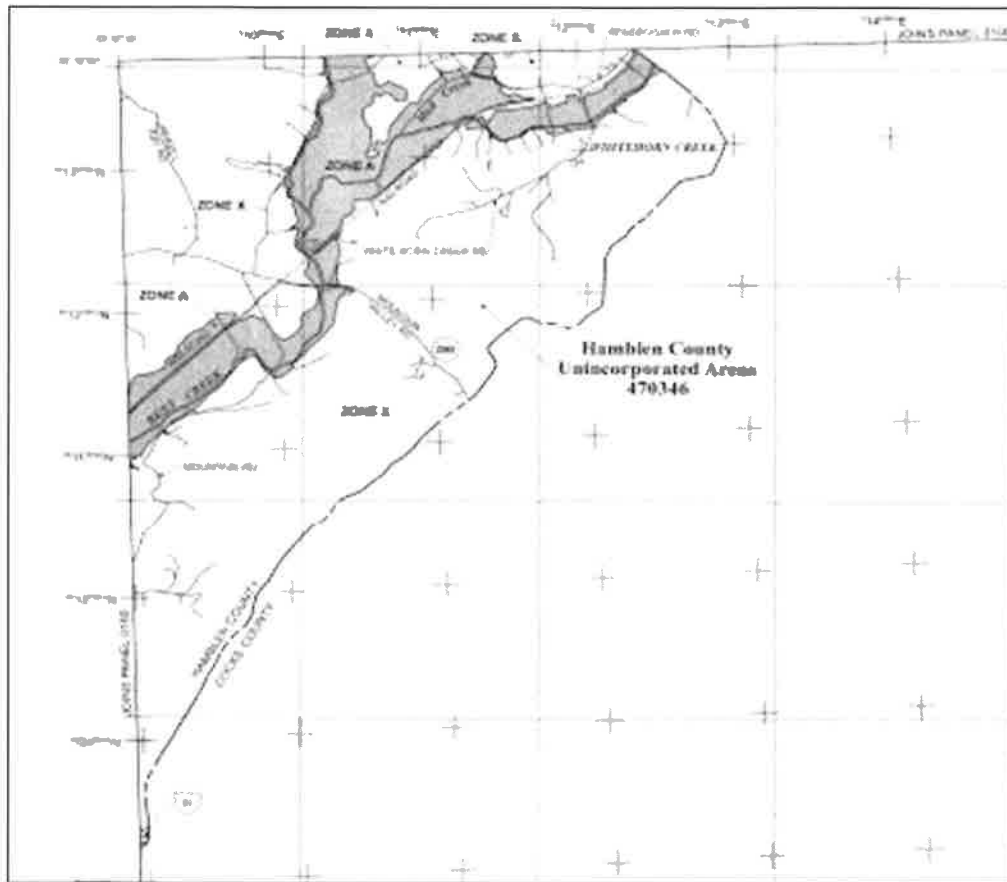
Hamblen County Hazard Mitigation Plan November 30, 2017

Panel 13

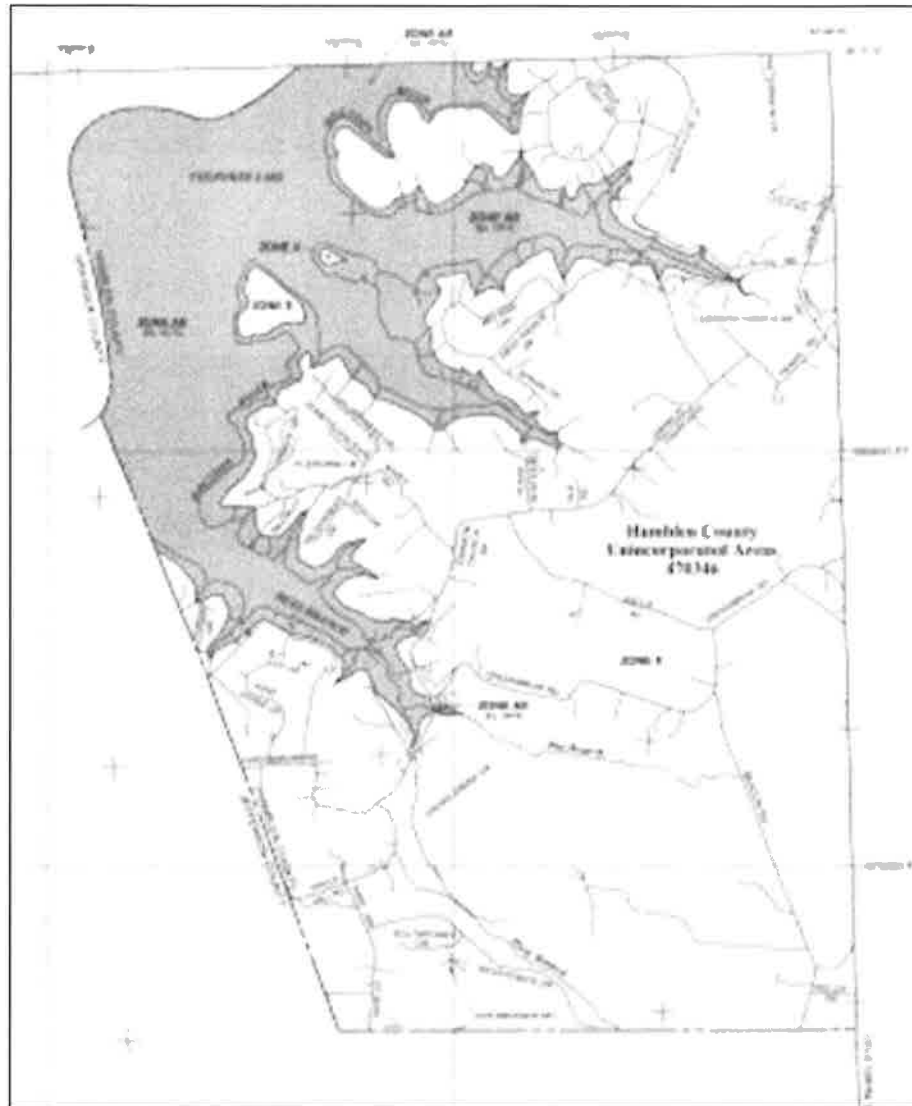


Hamblen County Hazard Mitigation Plan November 30, 2017

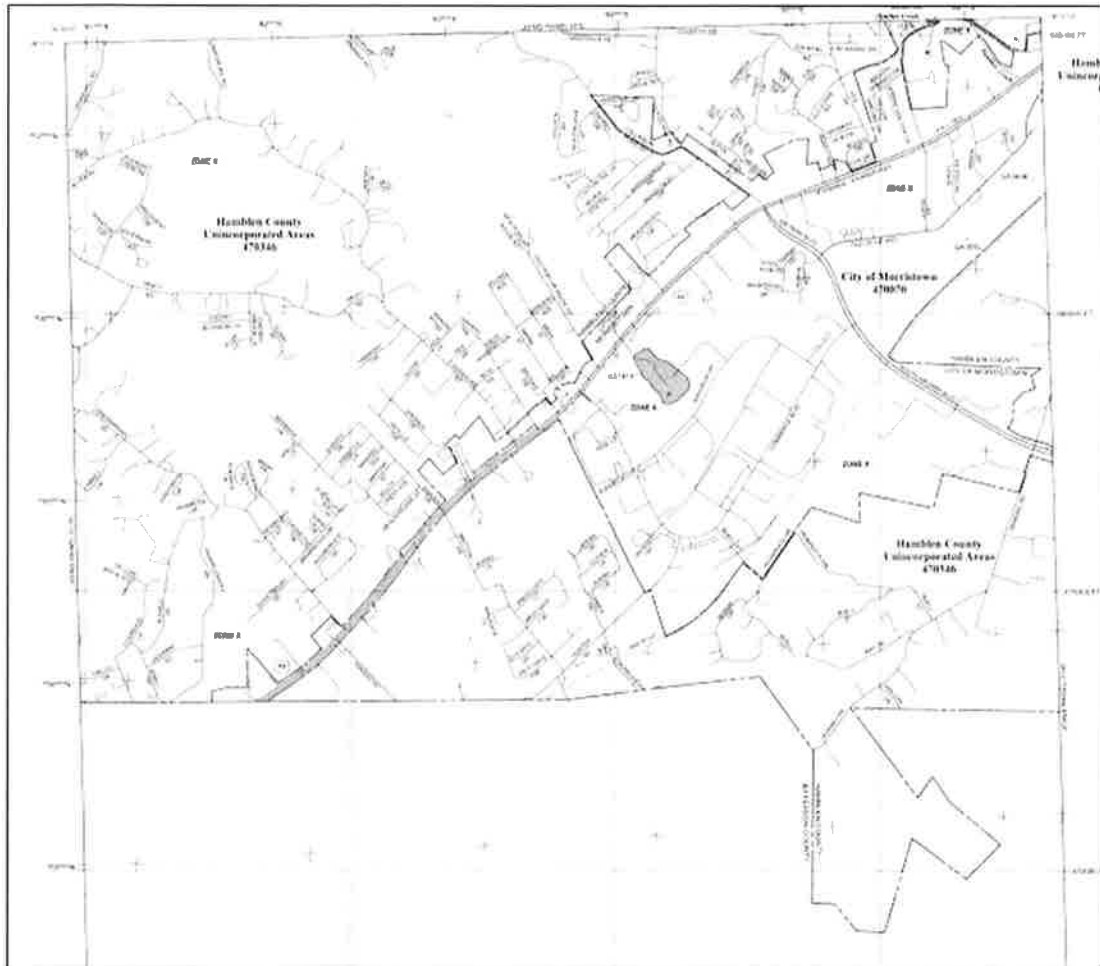
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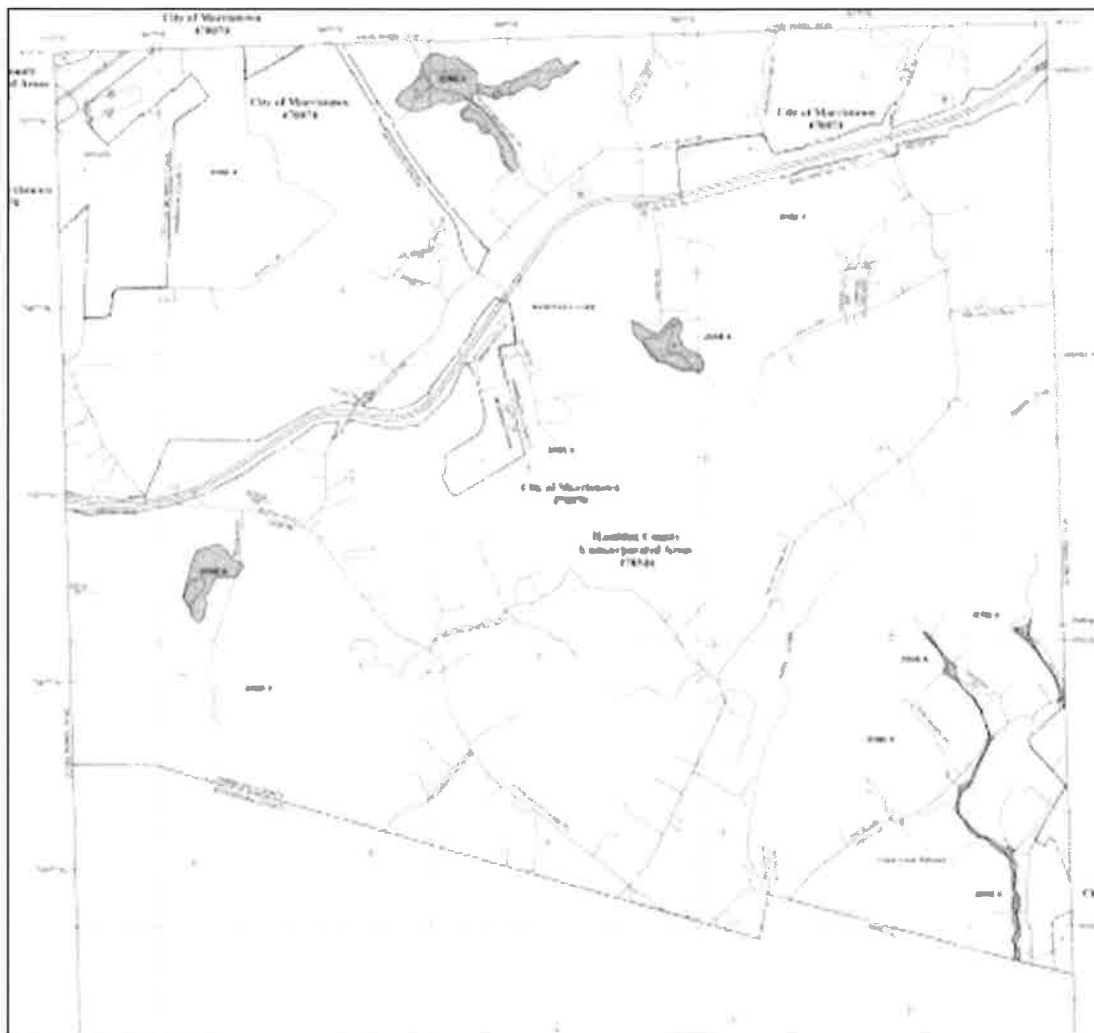
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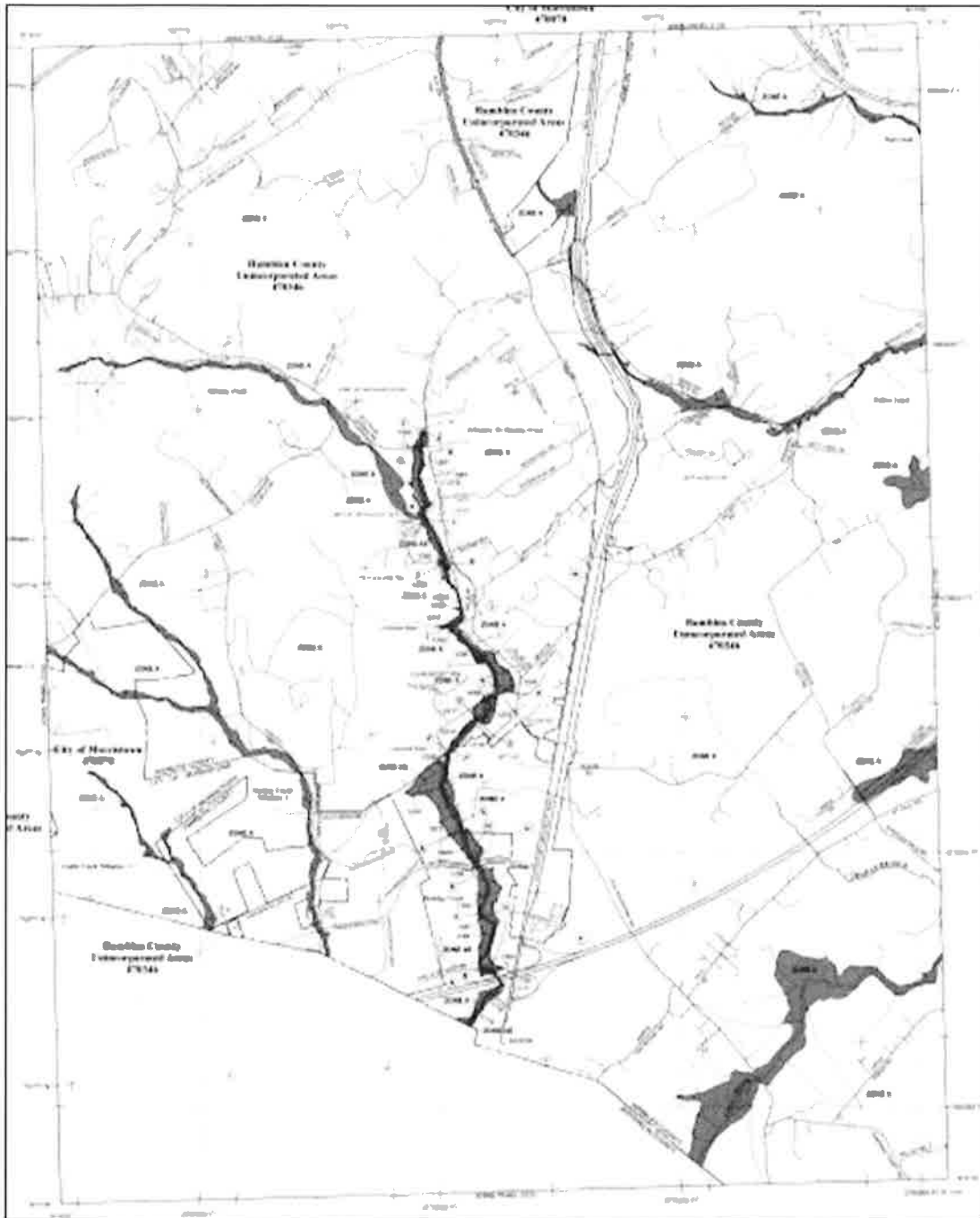
Panel 16



Panel 17

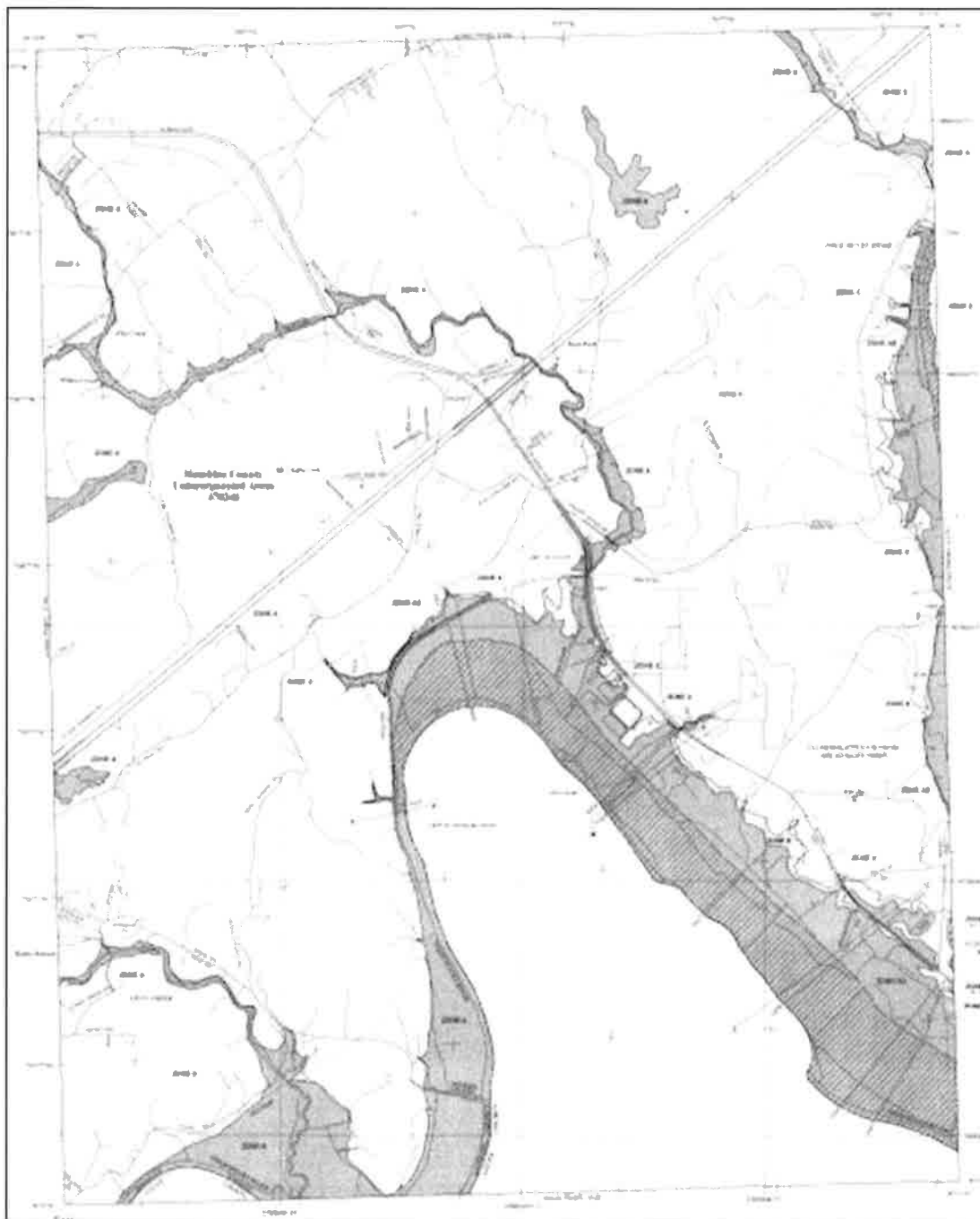


Panel 18



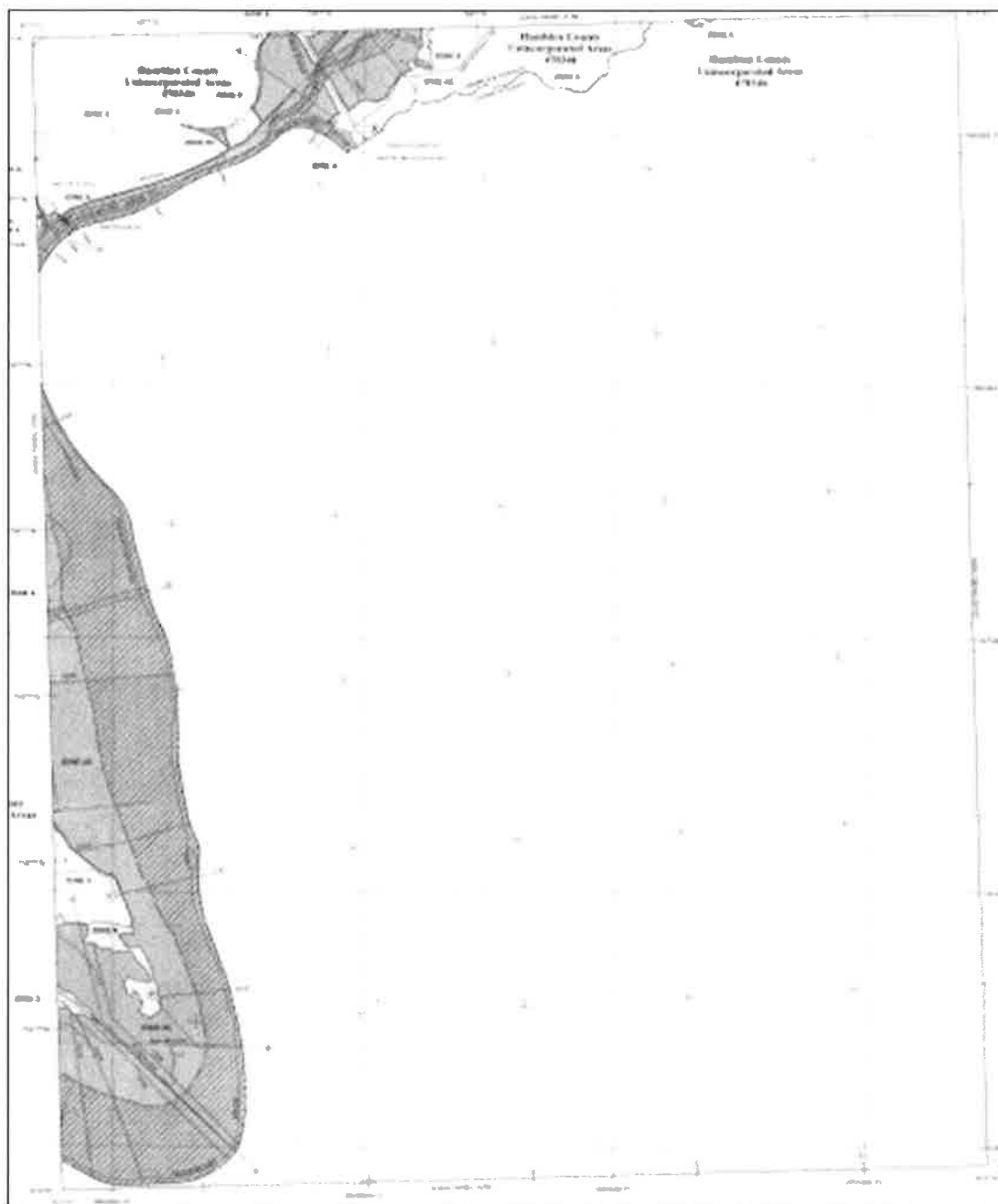
Hamblen County Hazard Mitigation Plan November 30, 2017

Panel 19

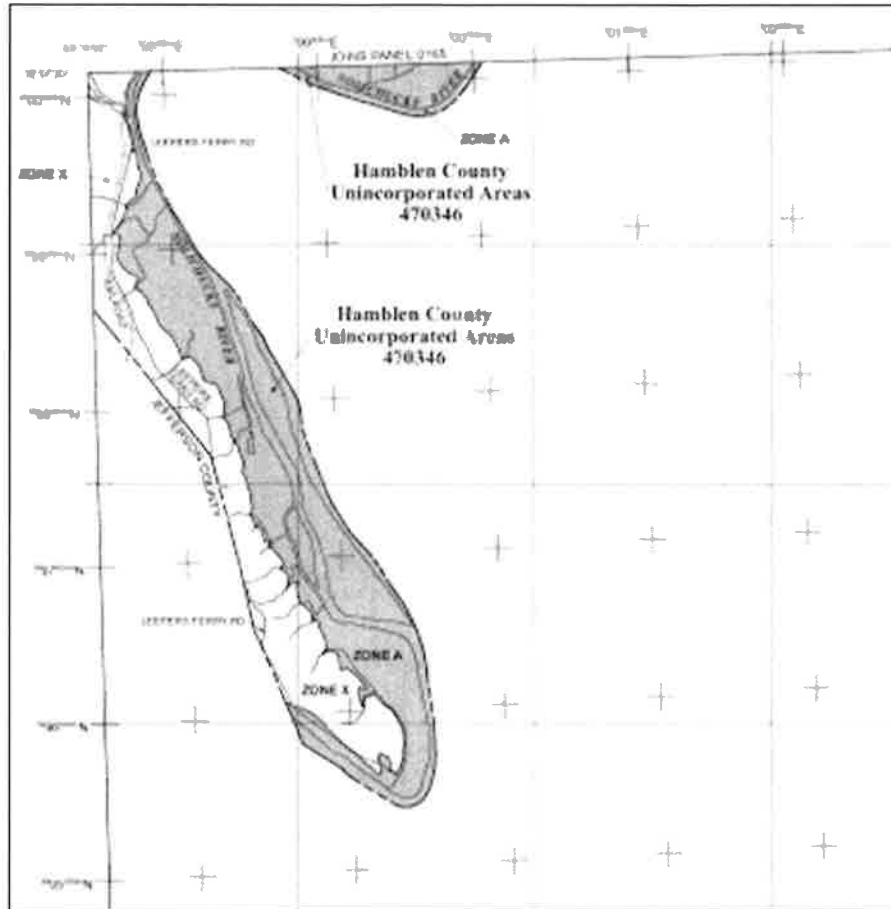


Hamblen County Hazard Mitigation Plan November 30, 2017

Panel 20



Panel 21



Appendix 7

HAZUS: Flood

Hazus-MH: Flood Event Report

Region Name: HamblenCo

Flood Scenario: 100 year flood

Print Date: Friday, February 17, 2017

Disclaimer:

This version of Hazus utilizes 2010 Census Data.

Totals only reflect data for those census tracts/blocks included in the user's study region.

The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific Flood. These results can be improved by using enhanced inventory data and flood hazard information.

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General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Tennessee

Note:

Appendix A contains a complete listing of the counties contained in the region.

The geographical size of the region is 176 square miles and contains 2,321 census blocks. The region contains over 25 thousand households and has a total population of 62,544 people (2010 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B.

There are an estimated 26,439 buildings in the region with a total building replacement value (excluding contents) of 6,481 million dollars (2010 dollars). Approximately 91.55% of the buildings (and 71.73% of the building value) are associated with residential housing.

Building Inventory

General Building Stock

Hazus estimates that there are 26,439 buildings in the region which have an aggregate total replacement value of 6,481 million (2010 dollars). Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

Table 1
Building Exposure by Occupancy Type for the Study Region

Occupancy	Exposure (\$1000)	Percent of Total
Residential	4,648,815	71.7%
Commercial	975,462	15.1%
Industrial	609,369	9.4%
Agricultural	15,684	0.2%
Religion	115,858	1.8%
Government	30,518	0.5%
Education	85,370	1.3%
Total	6,481,076	100.00%

Table 2
Building Exposure by Occupancy Type for the Scenario

Occupancy	Exposure (\$1000)	Percent of Total
Residential	660,855	83.4%
Commercial	65,406	8.3%
Industrial	52,580	6.6%
Agricultural	2,048	0.3%
Religion	8,865	1.1%
Government	417	0.1%
Education	1,972	0.2%
Total	792,143	100.00%

Essential Facility Inventory

For essential facilities, there are 2 hospitals in the region with a total bed capacity of 278 beds. There are 23 schools, 5 fire stations, 2 police stations and no emergency operation centers.

Building Damage

General Building Stock Damage

Hazus estimates that about 10 buildings will be at least moderately damaged. This is over 67% of the total number of buildings in the scenario. There are an estimated 0 buildings that will be completely destroyed. The definition of the 'damage states' is provided in Volume 1: Chapter 5 of the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

Table 3: Expected Building Damage by Occupancy

Occupancy	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Commercial	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Education	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Government	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Industrial	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Religion	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Residential	0	0.00	5	50.00	3	30.00	1	10.00	1	10.00	0	0.00
Total	0		5		3		1		1		0	

Table 4: Expected Building Damage by Building Type

Building Type	1-10		11-20		21-30		31-40		41-50		Substantially	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Manuf/Housing	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Masonry	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Steel	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Wood	0	0.00	5	50.00	3	30.00	1	10.00	1	10.00	0	0.00

Essential Facility Damage

Before the flood analyzed in this scenario, the region had 278 hospital beds available for use. On the day of the scenario flood event, the model estimates that 278 hospital beds are available in the region.

Table 5: Expected Damage to Essential Facilities

Classification	Total	# Facilities		
		At Least Moderate	At Least Substantial	Loss of Use
Fire Stations	5	0	0	0
Hospitals	2	0	0	0
Police Stations	2	0	0	0
Schools	23	0	0	0

If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.

Induced Flood Damage

Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.

The model estimates that a total of 955 tons of debris will be generated. Of the total amount, Finishes comprises 56% of the total, Structure comprises 21% of the total. If the debris tonnage is converted into an estimated number of truckloads, it will require 38 truckloads (@25 tons/truck) to remove the debris generated by the flood.

Social Impact

Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 126 households will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 56 people (out of a total population of 62,544) will seek temporary shelter in public shelters.

Economic Loss

The total economic loss estimated for the flood is 15.87 million dollars, which represents 2.00 % of the total replacement value of the scenario buildings.

Building-Related Losses

The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 15.86 million dollars. 0% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 76.53% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.

Table 6: Building-Related Economic Loss Estimates
(Millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
<u>Building Loss</u>						
	Building	8.06	0.50	0.19	0.14	8.89
	Content	4.08	1.65	0.46	0.60	6.79
	Inventory	0.00	0.08	0.10	0.01	0.19
	Subtotal	12.14	2.23	0.74	0.75	15.86
<u>Business Interruption</u>						
	Income	0.00	0.00	0.00	0.00	0.00
	Relocation	0.00	0.00	0.00	0.00	0.00
	Rental Income	0.00	0.00	0.00	0.00	0.00
	Wage	0.00	0.00	0.00	0.00	0.01
	Subtotal	0.00	0.00	0.00	0.00	0.01
<u>ALL</u>	Total	12.14	2.23	0.74	0.75	15.87

Appendix A: County Listing for the Region

Tennessee

- Hamblen

Appendix B: Regional Population and Building Value Data

	Population	Building Value (thousands of dollars)		
		Residential	Non-Residential	Total
Tennessee				
Hamblen	62,544	4,648,815	1,832,261	6,481,076
Total	62,544	4,648,815	1,832,261	6,481,076
Total Study Region	62,544	4,648,815	1,832,261	6,481,076

Morristown Police Department

ROGER OVERHOLT
Chief of Police



March 6, 2018

Mayor and Councilmembers:

I have completed a background check on Mr. Larry A. Bolton D.O.B. [REDACTED] 47 for the purpose of signing a renewal Certificate of Compliance for the retail package store doing business as The Cellar, Inc. 1405 W. Morris Boulevard.

Based on my investigation, it is my belief that this individual has not been convicted of a felony in the **last 10 years** and you can feel confident in signing the Certificate of Compliance knowing that a careful check was conducted.

If you have any further questions, please feel free to contact me at (423)318-1552.

Respectfully, *BH*
Lt. Billy Gulley

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

cc: Roger D. Overholt, Chief of Police
file

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLEN CO. ARREST RECORD SEARCH

DATE: 3/6/18

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Larry Bolton

DATE OF BIRTH: [REDACTED] 47

INDIVIDUAL HAS NO RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT. ✓

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT:

NO RECORD

MAR 06 2018

HCSD

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

Kim Sipe

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail



City of Morristown
Office of the Police Department
LOCAL ARREST HISTORY
MORRISTOWN, TN (CITY LIMITS ONLY)



Subject of Inquiry: BOLTON LARRY ALLEN
Last First Middle

Date of Birth: 1947
Full Maiden Name if Applicable

Address: Street: [REDACTED]
City: MORRISTOWN State: TN Zip Code: 37814

ID Presented: ☒ DL (State TN) ☐ SSN ☐ Military ☐ Other ID Number: [REDACTED]

☐ Check if information is same as above

Person Requesting: GULLEY B.
Last First Middle

Date of Birth: _____

Address: Street: MPD
City: _____ State: _____ Zip Code: _____

ID Presented: ☐ DL (State _____) ☐ SSN ☐ Military ☐ Other ID Number: _____

"I understand this information is regulated by law."

[Signature]
Signature

☐ No Record was found with the name and DOB provided.

☒ The following record was found with the name and DOB provided.

Date:	Charges:
6/28/1993	Speeding
2/13/2011	Seatbelt Law - 2nd offense

☐ Continued on Reverse Side

Melinda Andrews Records
Employee Processing History Title

Date: 3/6/18



City of Morristown
Office of the Police Department
Support Services



FAX TRANSMITTAL
COVER SHEET

FAX # (423) 587-9518

TO: Hamblen County Sheriff's Department
Attn: **Records**

FR: Lt. Billy Gulley, Support Services Supervisor

RE: Background Check for Beer Permit Application

DATE: March 5, 2018

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: _____

COMMENTS:

Background check request is for the LAST 10 YEARS

THANK YOU

NOTICE

THIS MATERIAL IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN PRIVILEGED, CONFIDENTIAL INFORMATION THAT IS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE NOTE THAT YOU ARE STRICTLY PROHIBITED FROM DISSEMINATING OR DISTRIBUTING THIS MATERIAL (other than to the intended recipient) OR COPYING THIS MATERIAL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THIS MATERIAL (and all copies) TO US BY MAIL TO THE *Morristown Police Department, P. O. Box 1283, Morristown, TN 37816-1283*.

IF THERE WAS A PROBLEM RECEIVING THIS FAX, PLEASE CONTACT THIS OFFICE AT (423) 318-1552.

THANK YOU.

(700.03 REV) MPD 2010

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Hamblen County Sheriff's Dept.

Records Division

March 5, 2018

I am requesting a records check, covering the past 10 years, for the purpose of a Beer Permit on the following individual:

LARRY BOLTON

DOB [REDACTED] **1947**

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

**Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department
P.O. Box 1283
Morristown, TN 37816-1283
Office: 423-318-1552
Fax: 423-587-9518**

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

I am requesting to move forward with the below listed promotions.

- 1 - Patrol Captain (new position)
- 2 - Patrol Lieutenants (1 new position, 1 backfill)
- 5 - Patrol Sergeants (1 new position, 4 backfill)
- 4 - Patrol Corporals (1 new position, 3 backfill)
- 1 - Detective Sergeant (backfill)
- 1 - Detective Corporal (backfill)
- 1 - Narcotics Detective (backfill)
- 1 - Support Services Corporal (backfill)

In your packet is the current Civil Service roster for each position. The 2018 rosters have not been completed, therefore; all the names on the certified rosters are still active. Please also see the attached memo regarding the patrol lieutenant position.

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CAPTAIN

UPDATED ON JULY 11, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Billy Gulley	28-Feb-19
2	Clyde Short	28-Feb-19
3	Chris Hall	28-Feb-19

1 promotion
(new)

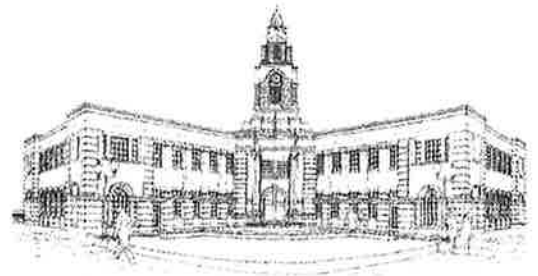
For the Civil Service Board:


Lee Parker, Chairman

7-11-2017
Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. ^{RDO}Overholt, Chief of Police

DATE: March 14, 2018

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- 1 - Support Services Corporal (backfill)

In your packet is the current Civil Service roster for each position. The 2018 rosters have not been completed, therefore; all the names on the certified rosters are still active. Please also see the attached memo regarding the patrol lieutenant position.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger ^{RDO}D. Overholt, Chief of Police

DATE: March 14, 2018

RE: **Lieutenant Promotion**

We currently have two patrol lieutenant vacancies. There is only one name on the Civil Service roster for lieutenant as the second candidate, Sgt. Eddie Dilbeck, recently resigned. I have met with the Civil Service Board and will follow the past practice of recommending the only candidate who would be eligible to test for the position next.

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - **LIEUTENANT**

UPDATED ON DECEMBER 19, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Brian Sulfridge	28-Feb-19
2	Eddie Dilbeck	28-Feb-18

Resigned
1
**See attached
memo**

2 promotions
(1-new 1-backfill)

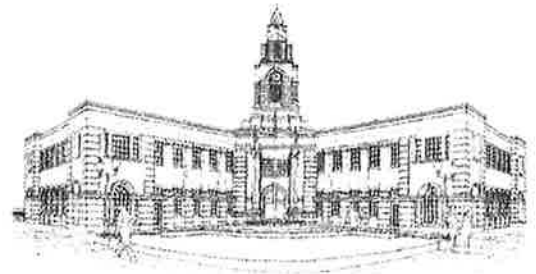
For the Civil Service Board:


Lee Parker, Chairman

12-19-2017
Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

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- 5 - Patrol Sergeants (1 new position, 4 backfill)
- 4 - Patrol Corporals (1 new position, 3 backfill)
- 1 - Detective Sergeant (backfill)
- 1 - Detective Corporal (backfill)
- 1 - Narcotics Detective (backfill)
- 1 - Support Services Corporal (backfill)

In your packet is the current Civil Service roster for each position. The 2018 rosters have not been completed, therefore; all the names on the certified rosters are still active. Please also see the attached memo regarding the patrol lieutenant position.

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - SERGEANT

UPDATED ON DECEMBER 19, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Craig Jarnigan	28-Feb-19
2	Travis Stansell	28-Feb-19 - declined position
3	Brad Rice	28-Feb-19
4	Brad Jacobs	28-Feb-19
5	Drew Cothorn	28-Feb-18 - resigned
6	Diana Pierce	28-Feb-19
7	Ken Hinkle	28-Feb-19
8	David Hancock	28-Feb-19
9	David Klein	28-Feb-18

5 promotions
(1-new 4-backfill)

For the Civil Service Board:

 12-19-2017
Lee Parker, Chairman

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

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- 1 - Detective Sergeant (backfill)
- 1 - Detective Corporal (backfill)
- 1 - Narcotics Detective (backfill)
- 1 - Support Services Corporal (backfill)

In your packet is the current Civil Service roster for each position. The 2018 rosters have not been completed, therefore; all the names on the certified rosters are still active. Please also see the attached memo regarding the patrol lieutenant position.

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL - PATROL

UPDATED ON JANUARY 16, 2018 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Drew Cothorn	28-Feb-18 resigned
2	David Klein	28-Feb-18
3	David Gulley	28-Feb-19
3	Michael Voccola	28-Feb-18
4	Devin Cribley	28-Feb-19

4 promotions
(1-new 3-backfill)

For the Civil Service Board:



Lee Parker, Chairman

1-16-2018

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. ^{RDO}Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

I am requesting to move forward with the below listed promotions.

- 1 - Patrol Captain (new position)
- 2 - Patrol Lieutenants (1 new position, 1 backfill)
- 5 - Patrol Sergeants (1 new position, 4 backfill)
- 4 - Patrol Corporals (1 new position, 3 backfill)
- 1 - Detective Sergeant (backfill)
- 1 - Detective Corporal (backfill)
- 1 - Narcotics Detective (backfill)
- 1 - Support Services Corporal (backfill)

In your packet is the current Civil Service roster for each position. The 2018 rosters have not been completed, therefore; all the names on the certified rosters are still active. Please also see the attached memo regarding the patrol lieutenant position.

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE SERGEANT

UPDATED ON JULY 11, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Mike Bacon	28-Feb-19
2	Jason Young	28-Feb-18
3	Tracy Bowman	28-Feb-18
4	Jackie Everhart	28-Feb-18
5	Darrin Burchfield	28-Feb-18
6	Jackie Hickey	28-Feb-19

1 promotion
(backfill)

For the Civil Service Board:



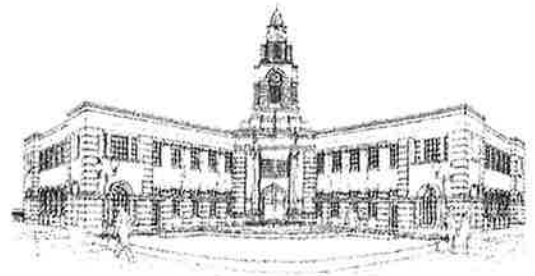
Lee Parker, Chairman

7-11-2017

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. ^{RDO}Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

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- 1 - Detective Corporal (backfill)
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CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE CORPORAL - INVESTIGATIONS

UPDATED ON JULY 11, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Tracy Bowman	28-Feb-18
2	Mike Bacon	28-Feb-19
3	Darrin Burchfield	28-Feb-18

1 promotion
(backfill)

For the Civil Service Board:


Lee Parker, Chairman

7-11-2017
Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. ^{RJO}Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

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CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE

UPDATED ON JULY 11, 2017 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Dustin Jones	28-Feb-19
2	Drew Cothorn	28-Feb-18
3	David Klein	28-Feb-18
4	Josh Akard	28-Feb-19
5	Robert Jacobs	28-Feb-18
6	Jonathan Maxey	28-Feb-19

1 promotion - Narcotics Division
(backfill)

For the Civil Service Board:



Lee Parker, Chairman

7-11-2017

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor Gary Chesney
City Council Members

FR: Roger D. ^{RDO}Overholt, Chief of Police

DATE: March 14, 2018

RE: Promotions

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CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

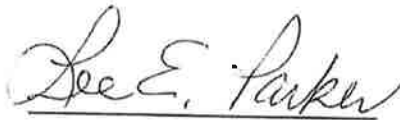
POLICE DEPARTMENT ROSTER - CORPORAL - SUPPORT SERVICES

UPDATED ON JANUARY 16, 2018 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Travis Stansell	28-Feb-19
2	David Hancock	28-Feb-19

1 promotion
(backfill)

For the Civil Service Board:



Lee Parker, Chairman

1-16-2018

Date