

**WORK SESSION AGENDA  
OCTOBER 2, 2018  
4:00 p.m.**

**1. Agenda Review**

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
OCTOBER 2, 2018 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Mike Cutshaw, Chaplain Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. September 18, 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. Public Hearing on the adoption of a Plan of Services for:**

**a. Resolution No. 16-18**

A Resolution Adopting a Plan of Services for the Annexation of Property located along Hill Trail Drive.

2. Ordinance No. 3616

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 sixth civil district of Hamblen County, having Hamblen County Tax Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the general location being shown on attached exhibit A.}*

3. Ordinance No. 3617

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Rosedale Road between Dice Street and Sulphur Springs.}

4. Ordinance No. 3618

An Ordinance Granting A Franchise to Atmos Energy Corporation, its Successors and Assigns for period of twenty (20 years to Erect, Construct, Reconstruct, Maintain and Operate a Natural Gas Plant or Plants for the Manufacturing and Processing of any and all kinds of gas and for the Distribution of Natural Gas and for the Installation and Maintenance of Mains, Pipes, Pipelines, Distribution lines, and Other Equipment Necessary or Incidental to Distribution of said gas upon, across along and under the Highways, Streets, Avenues, Roads, Alleys, Lanes and Other Public Grounds of the City of Morristown, Hamblen County, Tennessee.

9. NEW BUSINESS

9-a. Resolutions

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

A Resolution of the City Council of Morristown, Tennessee, to Authorize the City to make Application for a Select TN Site Development Grant.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Grant Contract between the State of Tennessee, Department of Safety and Homeland Security and the Morristown Police Department for Enforcement of Tennessee Driving Under the Influence Laws in the amount of \$17,000.
2. Approval of Proposal for Construction Materials Testing Services for Freddie Kyle Greenway Phase IV from Geotechnical and Materials Engineers (GEOS) in the amount of \$13,995.

3. Approval of Letter of Agreement – Municipal Advisory Fee – General Obligation Bonds, Series 2018 with Cumberland Securities.
4. Approval of Municipal Advisory Agreement between the City of Morristown and Cumberland Securities Company, Inc., in the amount not to exceed \$15,750,000.
5. Approval of purchase of a Ford F-550 Crew Cab from TT of F Murfreesboro, Inc., State-Wide Contract, in the amount of \$54,609.83.
6. Approval of best and lowest bid for Desktop Computers from CDW Government, LLC; in the amount of \$878.89 per unit
7. Approval of best and lowest bid for Laptop Computers from CDW Government, LLC; in the amount of \$1,380.84 per unit.
8. Approval of Change Order #1 to Burke-Ailey Construction Co., for Petoskey Plastics – Site Improvements – Phase II, related to FastTrack Fund Grant, in the amount of \$9,230.

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

1. City Council appointment or re-appointment to the Morristown/Hamblen County Solid Waste Board for a three (3) year term to expire on October 17, 2021; term expiring Tony Cox.

**9-e. New Issues**

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

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

**13. ADJOURN**

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

Oct. 16, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Oct. 16, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 6, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Nov. 6, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Nov. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Nov. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 22-23, 2018	Thurs & Friday	City Employee's Holiday Thanksgiving
Dec. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 18, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 25, 2018	Tuesday	City Employee's Holiday Christmas Day
Jan. 1, 2019	Tuesday	City Employee's Holiday New Years Day

**WORK SESSION AGENDA  
OCTOBER 2, 2018**

- 1. Training Expense Contract**
- 2. Special Duty Pay**
  - a. Police**
  - b. Fire**
  - c. Public Works**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
SEPTEMBER 18, 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, September 18, 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 Burford, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the September 4, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 15-18 and the following person spoke; Linda Noe.

Councilmember Garrett made a motion to approve Resolution No. 15-18. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Resolution No. 15-18**

**Being a Resolution of the City Council of Morristown, Tennessee,  
Approving the Proposed Construction of a Class III Landfill.**

Whereas, the City of Morristown has received a request by Lowland Waste Solutions for the approval of the construction of a Class III landfill located off of State Route 160 towards the rear of the Lowland Industrial Complex. Whereas the City Council has been informed that all the notice requirements have been complied with and the Morristown-Hamblen County Solid Waste Board has approved the proposed construction. Additionally, the City Council understands that this proposed landfill does also require the approval of the Hamblen County legislative body and the subsequent approval of the Tennessee Department of Environment and Conservation Division of Solid Waste Management.

Now, therefore, be it resolved by the City Council for the City of Morristown, Tennessee that City Council does hereby give its local approval for the proposed construction of the Class III Landfill by Lowland Waste Solutions.

Passed on this the 18<sup>th</sup> day of September 2018.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

A Public Hearing was held relating to Resolution No. 16-18; no one spoke.

Councilmember Pedigo made a motion to Continue the Public Hearing for Resolution No. 16-18 to the October 2, 2018, City Council Meeting. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Resolution No. 16-18 – {Continued until October 2, 2018 Meeting}  
A Resolution Adopting a Plan of Services for the Annexation of  
Property located along Hill Trail Drive.**

A Public Hearing was held relating to Ordinance No. 3616; no one spoke.

Councilmember Alvis made a motion to Continue the Public Hearing for Ordinance No. 3616 to the October 2, 2018, City Council Meeting. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3616 – {Continued until October 2, 2018 Meeting}  
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  
sixth civil district of Hamblen County, having Hamblen County Tax  
Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the  
general location being shown on attached exhibit A.}**

A Public Hearing was held relating to Ordinance No. 3611.01; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3611.01 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".



**Ordinance No. 3611.01**

**To Amend Ordinance Number 3611, The City of Morristown, Tennessee, Annual Budget for Fiscal Year 2018-2019 and to appropriate additional funds totaling \$300,000, necessary to cover the costs of Economic Development and future application for additional grant funds. Application for grant funds will be presented to Council for consideration.**

Councilmember Alvis made a motion to approve Resolution No. 17-18. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Resolution No. 17-18**

**A Resolution of the City Council of Morristown, Tennessee, to pursue a Tennessee Department of Transportation (TDOT) Multimodal Access Fund Grant.**

Whereas, The City of Morristown seeks to continually develop comprehensive plan elements which serve as guidelines for the maintenance and improvement of community public facilities and infrastructure, and

Whereas, the general public within The City of Morristown are afforded a continuous process whereby the transportation network within the area is maintained in an efficient and orderly manner while plans for future growth in traffic volumes, recreational and land uses are considered, and

Whereas, it is The City of Morristown's desire to improve the safety, security, and aesthetics of its transportation systems; and

Whereas, it is The City of Morristown's desire to apply for the 2018 Tennessee Multimodal Access Fund Grant, where state funds will pay for 95 percent of the grant and the various governing entities of the Lakeway Area Metropolitan Planning Organization (LAMTPO) will pay for the remaining five (5) percent of the grant(s), and the total project costs must not exceed \$1,000,000; and

Whereas, in order to qualify for this grant, the project must be:

- Along a state route, or
- Within a  $\frac{1}{4}$  mile of a state route and provide a direct connection to a state route, or
- Provide direct access to a transit hub; and

Whereas, this grant application is to improve sidewalks and sidewalk ramps within a quarter mile of State Route 34 (East and West Morris Blvd/West Andrew Johnson Hwy) and/or State Route 343 (Buffalo Trail/ North and South Cumberland Streets) to be ADA Compliant; and



Whereas, the total estimated cost for this grant is \$1,000,000.00 (\$950,000.00 state funds, \$50,000.00 local funds) to bring 227 sidewalk ramps to be ADA compliant.

Now, Therefore, be it Resolved that the Morristown City Council does hereby approve this resolution supporting the grant application for the 2018 TDOT Multimodal Access Fund Grant.

Passed on this the 18<sup>th</sup> day of September 2018.

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Mayor

Attest:

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City Administrator

Councilmember Smith made a motion to approve Ordinance No. 3617 on first reading and schedule a public hearing relative to final passage of said ordinance for October 2, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3617**

**An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Rosedale Road between Dice Street and Sulphur Springs.}**

Councilmember Smith made a motion to approve Ordinance No. 3618 on first reading and schedule a public hearing relative to final passage of said ordinance for October 2, 2018. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3618**

**An Ordinance Granting A Franchise to Atmos Energy Corporation, its Successors and Assigns for period of twenty (20) years to Erect, Construct, Reconstruct, Maintain and Operate a Natural Gas Plant or Plants for the Manufacturing and Processing of any and all kinds of gas and for the Distribution of Natural Gas and for the Installation and Maintenance of Mains, Pipes, Pipelines, Distribution lines, and Other Equipment Necessary or Incidental to Distribution of said gas**

**upon, across along and under the Highways, Streets, Avenues, Roads, Alleys, Lanes and Other Public Grounds of the City of Morristown, Hamblen County, Tennessee.**

Councilmember Pedigo made a motion to approve the Grant Contract between the State of Tennessee Department of Economic and Community Development and the City of Morristown for the provision of improvements for Colortech, Inc., under the FastTrack Infrastructure Development Program. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Purchase of Salt from Cargill Incorporated-Salt Division, State-Wide Contract, in the amount of \$84,934.85. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Purchase for a Front-End Loader from Stowers Machinery Corporation, State-Wide Contract, in the amount of \$159,004. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Sale of approximately five (5) acres in the East Tennessee Progress Center to Atmos Energy at the purchase price of \$20,000 per acre. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to re-appoint Mike Minnich to the Civil Service Board for a three (3) year term to expire on October 1, 2021. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to confirm the Police Departments disciplinary action on Officer Jessie Bryant. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to confirm the Police Departments disciplinary action on Officer Paul Pressley. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to confirm the Police Departments disciplinary action on Officer Josh England. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox gave a report on the 2017 Consolidated Annual Plan Evaluation and Review (CAPER) RE: 7-1-17 to 6-30-18 CDBG Program City of Morristown, TN.

Mayor Chesney adjourned the September 18, 2018, City Council meeting at 5:34 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

DRAFT

# City of Morristown

*Incorporated 1855*

## DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



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TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner   
DATE: September 4<sup>th</sup> 2018  
SUBJECT: Annexation Request of Hill Trail Drive and Adjoining Land

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### **SUBMITTAL:**

The Planning Department has received a request from Mr. Phillip Carlyle to annex Hamblen County Tax ID #016-065.00 currently addressed as 1731 Hill Trail Drive. Zoned both for agriculture (A-1) and single family residential (R-1) by Hamblen County, the subject land is located adjacent to Windswept Subdivision along Cherokee Lake in north Morristown.

The owner intends to develop a majority of this 71 + acre parcel into single family residential lots with public streets and infrastructure, hence his request to incorporate with the City's R-2 (Medium Density Residential) zoning designation in place, as opposed to going through a rezoning process at a later date. The owner has been advised that Hill Trail Drive is a substandard street and will require improvements be made at his expense to handle additional traffic generated by a large development.

The subject parcel, which is split to the south by Hill Trail Drive, adjoins Windswept Subdivision, Cherokee Lake and Cherokee Lakeview Homes Subdivision. The requested annexation will include the entirety of Hill Trail Drive (a 30 foot +/- right-of-way) from its intersection with Spout Springs Road to its intersection with Lakewood Drive along the north which will be approximately 2,376 (1/2 mile) linear feet. Current City limits for this area extend from the intersection of Spout Springs Road at its intersection with Shields Ferry Road north, to include Windswept Subdivision (annexed in 2005, 2006) which just bypasses that portion of Hill Trail Drive.

Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs to the development. No additional Fire or Police personnel will be required at this time.

Staff has as of today rec'd one email asking for more information about the annexation request. No objections have been received by this office.

### **RECOMMENDATION:**

The Morristown Regional Planning Commission at their regular meeting on August 14<sup>th</sup> 2018 voted unanimously to approve the plan of services and forward the annexation request on to City Council for approval.

**RESOLUTION NO. 16-18**

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG HILL TRAIL DRIVE**

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

*Property identified as being located in the first civil district of Hamblen County, Hamblen County Tax Parcel ID # 032 016 06500 000 2018 which is divided by the rights-of-way of Hill Trail Drive to include 71.2 (+/-) acres more or less, the general location being shown on the attached exhibit A;*

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

**Police Protection**

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

**Fire Protection**

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

**Water Service**

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

**Sanitary Sewer Service**

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

**Electrical Service**

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

**Refuse Collection**

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

### **Streets**

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

### **Inspection Services**

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

### **Planning and Zoning**

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be R-2 (Medium Density Residential).

### **Street Lighting**

Street lights will be installed in accordance to City and Morristown Utilities Commission policies.

### **Recreation**

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

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

PASSED ON THIS THE 2<sup>ND</sup> DAY OF OCTOBER 2018

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MAYOR

ATTEST:

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CITY ADMINISTRATOR



**ORDINANCE NO. 3616**

**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 sixth civil  
district of Hamblen County, having Hamblen County Tax Parcel ID #  
016 065.00 which contains 73 (+/-) 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;

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:

*The entirety of Hill Trail Drive (right of way) beginning at its intersection with Spout Springs Road and ending with its intersection at Lakewood Drive, containing approximately 2,376 linear feet; and to include the entire 73.0366 acre tract described as the Helms Property and depicted in Plat Book LPlat, Page 71 of the Hamblen County Tax Assessor's office;*

Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.

This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 4<sup>th</sup> DAY OF SEPTEMBER 2018.



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MAYOR

ATTEST:

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CITY ADMINISTRATOR

PASSED ON SECOND READING THIS THE 2<sup>ND</sup> DAY OF OCTOBER 2018.

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MAYOR

ATTEST:

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

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: September 18<sup>th</sup>, 2018  
SUBJECT: Rosedale Ave Right-of-Way Abandonment

## **BACKGROUND:**

The City of Morristown is requesting the right-of-way abandonment for the portion of Rosedale Ave that is between Dice St. and Sulphur Springs RD. This road currently separates the Public Works facility and TCAT along with the Boy's and Girl's Club being located on the northern intersection of Sulphur Springs and Rosedale Ave.



As the Public Works Department is in the process of moving from its current location off of Dice St. to Durham Landing, TCAT is expected to expand their campus across Rosedale Ave onto the soon to be vacant public works site. Part of their proposed expansion will include a new building and a parking lot being placed on the current public works site, thus the request to abandon this right-of-way.

The proposed request is to abandon the Rosedale Ave right-of-way from Dice St. to Sulphur Springs Rd. However, due to the fact that the Boys and Girls Club maintains a driveway off of Rosedale Ave., staff is proposing a joint transportation easement between the Boys and Girls Club and TCAT, which would run from Sulphur Springs east approximately 375' to the rear property line of the Boys and Girls Club.

At the September 11<sup>th</sup> Planning Commission meeting, the Commission voted 7-1 to recommend approval of the proposed right-of-way abandonment with the condition that a shared access agreement be in place between TCAT and Boys and Girls Club.

**RECOMMENDATION:**

Staff recommends approval of this right-of-way abandonment request with the condition that a joint transportation easement between TCAT and the Boys and Girls Club be in place.

**ORDINANCE NO. 3617**

**ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN** *(Portion of Rosedale Ave public right-of-way between Dice St. and Sulphur Springs Rd.)*

Section I. 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, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

*Beginning at the point of intersection of the northern boundary of the Rosedale Avenue right-of-way, the western boundary of the Dice Street right-of-way, and Parcel 003.00 of Hamblen County Tax Map 041D Group D and heading in a westerly direction along the northern boundary of the Rosedale Avenue right-of-way to the intersection of the northern boundary of said right-of-way, the eastern boundary of the Sulphur Springs Road right-of-way, and Parcel 004.00 of Hamblen County Tax Map 041D Group D; Thence in a southerly direction along the eastern boundary of the Sulphur Springs Road right-of-way to the point of intersection of said right-of-way with Parcel 037.00 of Hamblen County Tax Map 41D Group C and the southern boundary of the Rosedale Avenue right-of-way; Thence in a easterly direction along the southern boundary of the Rosedale Avenue right-of-way to the intersection of said right-of-way with Parcel 001.00 of Hamblen County Tax Map 041D Group C and the western boundary of the Dice Street right-of-way; Thence in a northerly direction along the western boundary of Dice Street right-of-way to the point of beginning.*

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

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

PASSED ON FIRST READING THIS THE 18<sup>TH</sup> DAY OF SEPTEMBER 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND AND FINAL READING THIS THE 2<sup>ND</sup> DAY OF OCTOBER 2018.

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MAYOR

ATTEST:

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

ORDINANCE NO. 3618

AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF TWENTY (20) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE CITY OF MORRISTOWN, HAMBLÉN COUNTY, TENNESSEE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, HAMBLÉN COUNTY, TENNESSEE:

Article I  
DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) *"Agency"* refers to and is the Tennessee Public Utility Commission the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) *"Council"* or *"City Council"* refers to and is the governing body of the City of Morristown.
- (C) *"City"* refers to and is the City of Morristown, Hamblen County, Tennessee, and includes all territory as currently is or may in the future be included within the boundaries of the City of Morristown.
- (D) *"Force Majeure"* shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (E) *"Franchise"* shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.

- (F) *"Grantee"* shall mean Atmos Energy Corporation.
- (G) *"Grantor"* shall mean City of Morristown, Hamblen County, Tennessee.
- (H) *"Public Right-of-Way"* shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within the Grantor's geographical limits or boundaries established by applicable law.
- (I) *"Revenues"* refer to and are those amounts of money which the Grantee receives from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Agency and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn on, meter sets, non-sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.
- (J) *"System"* shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances, maintenance and/or office facility or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II  
GRANT OF FRANCHISE:

- (A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Agency, if any such approval is required.
- (B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is



agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

### Article III

#### TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

- (A) The term of this Franchise shall be for a term of twenty (20) years.
- (B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, upon approval by the Agency, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.
- (C) The terms and conditions of Ordinance No. 3022 are superseded by the terms and conditions hereof.
- (D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (C).

### Article IV

#### GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

## Article V

### OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

- (A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.
- (B) Grantee shall have the right to disturb, break, and excavate in the Public Right- of-Way as may be reasonable and necessary to provide the service authorized hereby.
- (C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage. In the event the Grantee shall fail to fulfill its obligation under this section, the Grantor, after giving the Grantee reasonable written notice, and failure of the Grantor to make such repairs or restoration, may make the necessary restoration or repairs itself and the Grantee shall be liable for the actual cost of same.
- (D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

## Article VI

### DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

- (A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing

provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

- (B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

#### Article VII

#### COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

- (A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to five percent (5%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.
- (B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

- (C) The franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all-natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.
- (D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

Article VIII  
SERVICE TO NEW AREAS.

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX  
BREACH OF FRANCHISE REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- (A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.
- (B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.
- (C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X  
ADDITIONAL REQUIREMENTS: MISCELLANEOUS PROVISIONS

- (A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the



extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

- (B) Grantee shall provide adequate service personnel and equipment to respond to customer service calls from locations within the City, and shall provide the local public safety agencies, including, but not limited to the City police and fire departments, Morristown Rescue Service and 911 Center, the Grantee's toll free emergency telephone number.
- (C) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.
- (D) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.
- (E) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.
- (F) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.
- (G) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

PASSED ON FIRST READING THIS THE 18<sup>TH</sup> DAY OF SEPTEMBER 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND AND FINAL READING THIS THE 2<sup>ND</sup> DAY OF OCTOBER 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ATMOS ENERGY CORPORATION

BY: \_\_\_\_\_  
Jay Kevin Dobbs, President  
Kentucky/Mid-States Division

City's Mailing Address and Phone Number:

P.O. Box 1499  
100 West First North Street  
Morristown, TN 37816-1499  
(423) 581-0100



**RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE, TO AUTHORIZE THE CITY TO MAKE APPLICATION  
FOR A SELECT TN SITE DEVELOPMENT GRANT.**

WHEREAS, the Select Tennessee Site Development Grant has been established through the Tennessee Department of Economic & Community Development to assist Tennessee communities in preparing sites for investment and job creation by providing funds to better position local industrial product; and

WHEREAS, the City of Morristown has a history of developing industrial districts; and

WHEREAS, the City of Morristown does promote Morristown has a prime location for business and industry; and

WHEREAS, the City of Morristown proposes to apply for Select TN Site Development Grant funds in the amount of \$1,000,000 for the purpose of further developing the East Tennessee Progress Center; and

WHEREAS, the City of Morristown will provide local financial support in conjunction with the Select TN Site Development Grant funds to complete the above project;

NOW, THEREFORE BE IT RESOLVED that the City of Morristown, Tennessee will be responsible for the local cash/match, not to exceed \$300,000, should the grant be awarded and funded to further develop the East Tennessee Progress Center.

This Resolution shall be effective from and after its adoption.

Passed on this the 2<sup>nd</sup> day of October 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 01, 2018	<b>End Date</b> September 30, 2019	<b>Agency Tracking #</b> Z19THS199	<b>Edison ID</b> 60100 (AL)
<b>Grantee Legal Entity Name</b> Morristown Police Department			<b>Edison Vendor ID</b> 4108
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 20.607</b>  <b>Grantee's fiscal year end 06/30/2019</b>	
<b>Service Caption</b> (one line only) Enforcement of Tennessee Driving Under the Influence Laws			
<b>Funding —</b>			
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2019		\$17,000.00	
<b>TOTAL:</b>		<b>\$17,000.00</b>	
<b>Other</b>			
<b>TOTAL Grant Contract Amount</b> \$17,000.00			
<b>Grantee Selection Process Summary</b>			
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.	
<input type="checkbox"/> Non-competitive Selection			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional) 71302000		

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Morristown Police Department**

This Grant Contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Morristown Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

<b>Monthly Claims and Status Reports</b>	
<b>Reporting Period</b>	<b>Due Date</b>
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

<b>Quarterly Claims and Status Reports</b>	
<b>Reporting Period</b>	<b>Due Date</b>
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms

of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.

- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at [www.THSOGrants.org](http://www.THSOGrants.org).

A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

## **B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 01, 2018 ("Effective Date") and extend for a period of twelve (12.0) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

## **C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

Tennessee Department of Safety and Homeland Security  
 Tennessee Highway Safety Office  
 Tennessee Tower, 25th Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.



- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other



agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. **STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vic Donoho, Director  
 Tennessee Department of Safety and Homeland Security  
 Tennessee Highway Safety Office  
 Tennessee Tower, 25<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, Tennessee 37243  
 Telephone #: (615) 251-8594  
 FAX #: (615) 253-5523

The Grantee:

Michelle Jones, Major  
 Morristown Police Department  
 100 West 1st North Street  
 Morristown, Tennessee 37816  
 Email Address: mjones@mymorristown.com  
 Telephone # (423) 585-2710  
 FAX # (423) 585-9518

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,



the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 through 300.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]



Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Morristown Police Department:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**DAVID W. PURKEY, COMMISSIONER**

**DATE**

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Morristown Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	69A37519300001540TNA
Federal award date	10/01/2018
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2018
Grant contract's end date	09/30/2019
Amount of federal funds obligated by this grant contract	\$17,000.00
Total amount of federal funds obligated to the subrecipient	\$17,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$10,809,767.73
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

<b>GRANT BUDGET</b>				
Agency Name:   Morristown Police Department				
Project Title:    Enforcement of Tennessee Driving Under the Influence Laws				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b> <b>Applicable Period:</b> <b>BEGIN:</b> 10/01/2018 <b>END:</b> 09/30/2019				
POLICY 03 Object Line-item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY   1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$15,000.00	\$0.00	\$15,000.00
4, 15	Professional Fee, Grant & Award   2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$2,000.00	\$0.00	\$2,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest   2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation   2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel   2	\$0.00	\$0.00	\$0.00
20	Capital Purchase   2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$17,000.00</b>	<b>\$0.00</b>	<b>\$17,000.00</b>

1   Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

2   Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

	AMOUNT
TOTAL	



Tennessee Department of Safety & Homeland Security  
Tennessee Highway Safety Office

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## SIGNATURE AUTHORITY CONSENT FORM

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I Gary Chesney as the Mayor of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Morristown hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2018-2019 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Deputy Chief Michelle Jones  
Name and Title (Printed)

Dep. Chief Michelle Jones  
Signature

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Signature

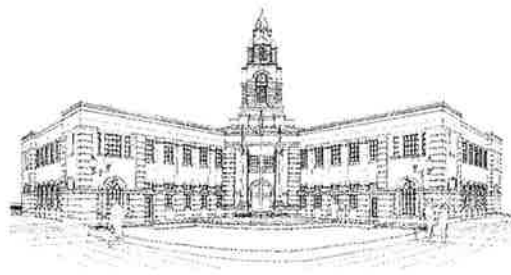
\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

\_\_\_\_\_  
Signature of Person Granting Authority

\_\_\_\_\_  
Date



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

**Date:** October 2, 2018

**Agenda Item:**

**Prepared by:** Larry Clark

**Subject:** Materials Testing for Phase IV Freddie Kyle Greenway

**Background / History:** This project is to construct a greenway North through the City limits. Recently, we have received TDOT concurrence on the project to begin construction.

**Findings / Current Activity:** Construction will require materials testing to meet TDOT requirements. GeoServices has done this type of work for the City before on other projects. McGill & Assoc. will work with them on the project.

**Financial Impact:** Approximately \$13,995.00. Depending on how often testing and retesting may occur.

**Action options / Recommendations:** Approval of contract

**Attachments:**





September 19, 2018

City of Morristown  
100 W. 1<sup>st</sup> North Street  
Morristown, Tennessee 37814

Attention: Mr. Larry Clark  
[lclark@mymorristown.com](mailto:lclark@mymorristown.com)

Reference: **Proposal for Construction Materials Testing Services**  
**Freddie Kyle Greenway Phase IV**  
Morristown, Tennessee  
GEOServices Proposal No. 12-18432

Dear Mr. Clark:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

## PROJECT INFORMATION

The project consists of the phase IV of Freddie Kyle Greenway to provide additional access from Cherokee Drive along Cumberland Street to the city center in Morristown, Tennessee. Based on the plans prepared by McGill Associates, cuts and fills of up to 10 feet will be required to achieve proposed grades. Along West 3<sup>rd</sup> North Street to the corner of North Cumberland Street will be concrete sidewalk and the remaining portion along North Cumberland Street to Cherokee Drive will be a combination of asphalt and asphalt with grass stripping. You have requested that GEOServices provide construction materials testing and geotechnical consultation services during site grading and roadway construction.

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## SCOPE OF SERVICES

Based on our understanding of the proposed construction, GEOServices proposes to offer the following services as part of this proposal:

- **Laboratory Testing:** Our personnel can obtain representative samples from the site for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.
- **Proof-rolling Observations:** Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.
- **Field Density Testing:** Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.
- **Fresh Concrete Testing:** During placement of fresh concrete, a GEOServices Engineering Technician can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.
- **Field Density Testing of Basestone:** After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.
- **Asphalt Testing:** During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.
- **General Consulting Services:** A registered Geotechnical Engineer will also be available during construction to provide observations and technical recommendations for remediation of the closed depressions. The engineer will also provide technical oversight and document review for all services performed by GEOServices field personnel.

- **Reporting:** At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a GEOServices project manager, and issued in a typed format.

## LABORATORY ACCREDITATION

GEOServices participates and maintains AASHTO Accreditation through the AMRL and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the AMRL website at <http://www.amrl.net>.

## EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.

## CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

1. Please forward a copy of the project plans and specifications to GEOServices prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, GEOServices will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

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## FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested, assumed schedule and the quantities and rates shown on the attached OPC, we estimate our fee will be on the order of **\$13,995**. This is not a lump sum price and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. The actual cost of our services will be dependent on the construction schedule, the number of trips requested, and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since GEOServices will be on-site only when requested by your appointed representative, your representative will have ultimate control over the project efficiency and cost of our services.

## CONTRACT

Our Agreement for Services Form is incorporated as part of this proposal. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

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## CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,  
GEOServices, LLC



Christopher R. Haynes, P.E.  
Project Manager



W. Ros Kingery III, P.E.  
Vice President

Attachments: Fee Schedule  
Opinion of Probable Cost (OPC)  
Agreement for Services



**A. PERSONNEL**

1. Engineering Technician, *per hour.....	\$ 45.00
2. Senior Engineering Technician, *per hour .....	\$ 55.00
3. Metals Technician, per hour .....	\$ 95.00
4. Staff Professional, per hour.....	\$ 80.00
5. Registered Engineer, per hour.....	\$ 120.00
6. Senior Registered Engineer, per hour .....	\$ 150.00
7. Trip Charge, per round trip .....	\$ 40.00
8. Drafting Services, per hour .....	\$ 65.00
9. Secretarial Services, per hour .....	\$ 40.00

**B. LABORATORY**

1. Moisture Content, each .....	\$ 10.00
2. Atterberg Limits, each .....	\$ 75.00
3. Proctor Compaction Test:	
a.) Standard Methods, each.....	\$ 150.00
4. Stone Proctor Compaction Test – Standard, each.....	\$ 200.00
5. Concrete Cylinder Compression Test, per cylinder cast.....	\$ 15.00
6. Masonry Mortar and Grout Testing, per sample cast .....	\$ 20.00
7. Asphalt Core Thickness and Unit Weight, per core .....	\$ 50.00

Note: Additional project specific tests will be priced upon request

**C. SPECIAL EQUIPMENT CHARGES**

1. Nuclear Gauge, per site visit.....	\$ 50.00
2. Floor Profilometer, per day .....	\$ 250.00
3. Asphalt Coring Machine, per day .....	\$ 250.00
4. Rental Equipment/Subcontracts.....	Cost + 15%

\*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

**Notes:**

All personnel time is portal to portal.

Engineering Technician, Minimum 4 hours per visit.





**Opinion of Probable Cost (OPC)**

Freddie Kyle Greenway Phase IV  
Morristown, Tennessee  
GEOServices Proposal No. 12-18432

FIELD SERVICES	QUANTITY	RATE	TOTAL
Contract Period = 90 days, therefore we assume our services will be required for approximately 50 days at 3 hours/day.			
Engineering Technician:	150 hours	\$45.00 /hour	\$6,750.00
Staff Professional:	10 hours	\$95.00 /hour	\$950.00
Registered Engineer:	10 hours	\$120.00 /hour	\$1,200.00
Secretarial Services:	10 hours	\$40.00 /hour	\$400.00
Nuclear Density Gauge:	40 days	\$50.00 /day	\$2,000.00
Concrete Cylinder Compression Test:	15 cylinders	\$15.00 /test	\$225.00
Laboratory Standard Proctor:	2 test	\$150.00 /test	\$300.00
Moisture Testing:	2 test	\$10.00 /test	\$20.00
Atterberg Limits Testing (Plasticity):	2 test	\$75.00 /test	\$150.00
Truck Charge (per round trip):	50 trips	\$40.00 /trip	\$2,000.00
<b>Opinion of Cost</b>			<b>\$13,995.00</b>

**Notes:** 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.

# AGREEMENT FOR SERVICES

Date: September 19, 2018

GEOServices, LLC  
(hereafter Consultant)

Address: 2561 Willow Point Way

City: Knoxville  
State: Tennessee Zip: 37931

Telephone: 865.539.8242

Fax: 865.539.8252

Email: [rkingery@geoservicesllc.com](mailto:rkingery@geoservicesllc.com)

Job Number:

Client Name: City of Morristown  
(hereafter Client)

Address: 100 W. 1st North Street

City: Morristown  
State: Tennessee Zip: 37814

Telephone: 423-585-4614

Fax:

Email: [lclark@mymorristown.com](mailto:lclark@mymorristown.com)

## PROJECT

Project Name: Freddie Kyle Greenway Phase IV

Project Location: Morristown, Tennessee

## SERVICES TO BE RENDERED

Proposal Number: 12-18432 Dated: September 19, 2018 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

**WITNESSETH: WHEREAS,** Client desires to contract with Consultant to furnish Services to Client's project identified above.

**WHEREAS,** Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

**NOW, THEREFORE,** in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- 3. PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.
5. **LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR ONE MILLION DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.
6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out of the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.
13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant THE EXTENT PERMITTED BY LAW.
14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and  
3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them TO THE EXTENT PERMITTED BY LAW.
16. **TERMINATION:** if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this



termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.
19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.
20. **INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault TO THE EXTENT PERMITTED BY LAW.
21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.
22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
25. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.


**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.**

**CLIENT:** City of Morristown

**CONSULTANT:** GEOservices, LLC

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

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

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

W. Ros Kingery, III, P.E./Vice-President

**DATE:** \_\_\_\_\_

**DATE:** September 19, 2018

**PROPOSAL NUMBER:** 12-18432

**Faxed signature to be treated as original signature**





# CUMBERLAND SECURITIES

September 24, 2018

Mayor Gary Chesney  
Morristown, Tennessee  
100 West First North St.  
Morristown, TN 37814

Re: City of Morristown, Tennessee  
Letter of Agreement (LOA) – Municipal Advisory Fee – General Obligation Bonds,  
Series 2018

Dear Mayor,

In accordance with Section 22 of our Financial Advisory Agreement (FAA), dated August 7, 2018, this letter of agreement mutually establishes a financial advisory fee of \$64,325 for the above captioned bonds. The City recognizes that Section 21 of the FAA provides for payment or reimbursement by the City of selected other costs and fees to the financial advisor including preparation, printing and distribution of Preliminary Official Statements and Official Statements, if required, as well as legally required publication costs.

In recognition of the mutual agreement outlined in this LOA, the affixed signatures affirm that this document meets the requirements of Section 21 and Section 22 of the FAA.

Very truly yours,

Chris Bessler  
Senior Vice President  
Cumberland Securities Company, Inc.

For City of Morristown, Tennessee:

October 2, 2018  
Date

Cumberland Securities Company, Inc.  
P.O. Box 24508 Knoxville, Tennessee 37933  
Telephone: (865) 988-2663 Facsimile: (865) 988-1863

[Return to Agenda](#)

**CITY OF MORRISTOWN, TENNESSEE**  
**General Obligation Bonds, Series 2018**

Final  
Funding & Refunding  
Report

October 24, 2018

Prepared By:



**CUMBERLAND SECURITIES**

S I N C E 1 9 3 1

**Cumberland Securities Company, Inc.**  
Independent Registered Municipal Advisors  
Knoxville, Tennessee  
Telephone: (865) 988-2663  
Facsimile: (865) 988-1863



# CUMBERLAND SECURITIES

## City of Morristown, Tennessee

### Final Funding & Refunding Report

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# CUMBERLAND SECURITIES

## DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2019	2,925,000.00	5.000%	1,628,980.57	4,553,980.57	4,553,980.57
12/01/2019			1,278,103.13	1,278,103.13	
06/01/2020	3,150,000.00	5.000%	1,278,103.13	4,428,103.13	5,706,206.26
12/01/2020			1,199,353.13	1,199,353.13	
06/01/2021	3,310,000.00	5.000%	1,199,353.13	4,509,353.13	5,708,706.26
12/01/2021			1,116,603.13	1,116,603.13	
06/01/2022	3,490,000.00	5.000%	1,116,603.13	4,606,603.13	5,723,206.26
12/01/2022			1,029,353.13	1,029,353.13	
06/01/2023	3,660,000.00	5.000%	1,029,353.13	4,689,353.13	5,718,706.26
12/01/2023			937,853.13	937,853.13	
06/01/2024	3,860,000.00	5.000%	937,853.13	4,797,853.13	5,735,706.26
12/01/2024			841,353.13	841,353.13	
06/01/2025	4,055,000.00	5.000%	841,353.13	4,896,353.13	5,737,706.26
12/01/2025			739,978.13	739,978.13	
06/01/2026	4,265,000.00	5.000%	739,978.13	5,004,978.13	5,744,956.26
12/01/2026			633,353.13	633,353.13	
06/01/2027	4,490,000.00	4.000%	633,353.13	5,123,353.13	5,756,706.26
12/01/2027			543,553.13	543,553.13	
06/01/2028	4,690,000.00	4.000%	543,553.13	5,233,553.13	5,777,106.26
12/01/2028			449,753.13	449,753.13	
06/01/2029	2,585,000.00	3.000%	449,753.13	3,034,753.13	3,484,506.26
12/01/2029			410,978.13	410,978.13	
06/01/2030	2,615,000.00	3.000%	410,978.13	3,025,978.13	3,436,956.26
12/01/2030			371,753.13	371,753.13	
06/01/2031	2,695,000.00	3.125%	371,753.13	3,066,753.13	3,438,506.26
12/01/2031			329,643.75	329,643.75	
06/01/2032	2,770,000.00	3.250%	329,643.75	3,099,643.75	3,429,287.50
12/01/2032			284,631.25	284,631.25	
06/01/2033	2,865,000.00	3.250%	284,631.25	3,149,631.25	3,434,262.50
12/01/2033			238,075.00	238,075.00	
06/01/2034	2,955,000.00	3.500%	238,075.00	3,193,075.00	3,431,150.00
12/01/2034			186,362.50	186,362.50	
06/01/2035	3,055,000.00	3.500%	186,362.50	3,241,362.50	3,427,725.00
12/01/2035			132,900.00	132,900.00	
06/01/2036	1,960,000.00	3.500%	132,900.00	2,092,900.00	2,225,800.00
12/01/2036			98,600.00	98,600.00	
06/01/2037	2,025,000.00	4.000%	98,600.00	2,123,600.00	2,222,200.00
12/01/2037			58,100.00	58,100.00	
06/01/2038	785,000.00	4.000%	58,100.00	843,100.00	901,200.00
12/01/2038			42,400.00	42,400.00	
06/01/2039	500,000.00	4.000%	42,400.00	542,400.00	584,800.00
12/01/2039			32,400.00	32,400.00	
06/01/2040	520,000.00	4.000%	32,400.00	552,400.00	584,800.00
12/01/2040			22,000.00	22,000.00	
06/01/2041	540,000.00	4.000%	22,000.00	562,000.00	584,000.00
12/01/2041			11,200.00	11,200.00	
06/01/2042	560,000.00	4.000%	11,200.00	571,200.00	582,400.00
	64,325,000.00		23,605,580.69	87,930,580.69	

### Date Structure

Date	10/24/2018
First Coupon Date	06/01/2019



## DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

#### Yield Statistics

Average Coupon	3.8576651%
Weighted Average Maturity	9.338
True Interest Cost (TIC)	3.2323429%



# CUMBERLAND SECURITIES

## BOND PRICING

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
Bond Component:						
	06/01/2019	618635 LZ7	2,925,000	5.000%	1.930%	101.829
	06/01/2020	618635 MA1	3,150,000	5.000%	2.000%	104.706
	06/01/2021	618635 MB9	3,310,000	5.000%	2.100%	107.306
	06/01/2022	618635 MC7	3,490,000	5.000%	2.180%	109.718
	06/01/2023	618635 MD5	3,660,000	5.000%	2.270%	111.865
	06/01/2024	618635 ME3	3,860,000	5.000%	2.380%	113.664
	06/01/2025	618635 MF0	4,055,000	5.000%	2.480%	115.258
	06/01/2026	618635 MG8	4,265,000	5.000%	2.580%	116.607
	06/01/2027	618635 MH6	4,490,000	4.000%	2.650%	109.238 C
	06/01/2028	618635 MJ2	4,690,000	4.000%	2.750%	108.520 C
	06/01/2029	618635 MK9	2,585,000	3.000%	3.000%	100.000
	06/01/2030	618635 ML7	2,615,000	3.000%	3.100%	99.029
	06/01/2031	618635 MM5	2,695,000	3.125%	3.200%	99.225
	06/01/2032	618635 MN3	2,770,000	3.250%	3.300%	99.453
	06/01/2033	618635 MP8	2,865,000	3.250%	3.400%	98.282
	06/01/2034	618635 MQ6	2,955,000	3.500%	3.500%	100.000
	06/01/2035	618635 MR4	3,055,000	3.500%	3.550%	99.374
	06/01/2036	618635 MS2	1,960,000	3.500%	3.600%	98.701
			59,395,000			
2038 Term Bond:						
	06/01/2037	618635 MU7	2,025,000	4.000%	3.450%	103.647 C
	06/01/2038	618635 MU7	785,000	4.000%	3.450%	103.647 C
			2,810,000			
2042 Term Bond:						
	06/01/2039	618635 MY9	500,000	4.000%	3.500%	103.309 C
	06/01/2040	618635 MY9	520,000	4.000%	3.500%	103.309 C
	06/01/2041	618635 MY9	540,000	4.000%	3.500%	103.309 C
	06/01/2042	618635 MY9	560,000	4.000%	3.500%	103.309 C
			2,120,000			
			64,325,000			

Dated Date	10/24/2018	
Delivery Date	10/24/2018	
First Coupon	06/01/2019	
Par Amount	64,325,000.00	
Premium	3,903,184.40	
Production	68,228,184.40	106.067912%
Underwriter's Discount	(634,871.67)	(0.986975%)
Purchase Price	67,593,312.73	105.080937%
Accrued Interest		
Net Proceeds	67,593,312.73	

## PROOF OF ARBITRAGE YIELD

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

Date	Debt Service	Total	Present Value to 10/24/2018 @ 3.0124731944%
06/01/2019	4,553,980.57	4,553,980.57	4,472,638.84
12/01/2019	1,278,103.13	1,278,103.13	1,236,647.23
06/01/2020	4,428,103.13	4,428,103.13	4,220,898.73
12/01/2020	1,199,353.13	1,199,353.13	1,126,267.50
06/01/2021	4,509,353.13	4,509,353.13	4,171,728.14
12/01/2021	1,116,603.13	1,116,603.13	1,017,672.10
06/01/2022	4,606,603.13	4,606,603.13	4,136,157.79
12/01/2022	1,029,353.13	1,029,353.13	910,516.80
06/01/2023	4,689,353.13	4,689,353.13	4,086,427.38
12/01/2023	937,853.13	937,853.13	805,142.87
06/01/2024	4,797,853.13	4,797,853.13	4,057,815.94
12/01/2024	841,353.13	841,353.13	701,020.93
06/01/2025	4,896,353.13	4,896,353.13	4,019,135.73
12/01/2025	739,978.13	739,978.13	598,392.44
06/01/2026	19,114,978.13	19,114,978.13	15,228,190.26
12/01/2026	351,153.13	351,153.13	275,599.42
06/01/2027	351,153.13	351,153.13	271,509.84
12/01/2027	351,153.13	351,153.13	267,480.95
06/01/2028	351,153.13	351,153.13	263,511.84
12/01/2028	351,153.13	351,153.13	259,601.62
06/01/2029	2,936,153.13	2,936,153.13	2,138,438.83
12/01/2029	312,378.13	312,378.13	224,133.11
06/01/2030	2,927,378.13	2,927,378.13	2,069,243.03
12/01/2030	273,153.13	273,153.13	190,215.60
06/01/2031	2,968,153.13	2,968,153.13	2,036,261.40
12/01/2031	231,043.75	231,043.75	156,152.42
06/01/2032	3,001,043.75	3,001,043.75	1,998,177.66
12/01/2032	186,031.25	186,031.25	122,026.72
06/01/2033	3,051,031.25	3,051,031.25	1,971,618.91
12/01/2033	139,475.00	139,475.00	88,793.25
06/01/2034	3,094,475.00	3,094,475.00	1,940,786.87
12/01/2034	87,762.50	87,762.50	54,225.94
06/01/2035	3,142,762.50	3,142,762.50	1,913,008.84
12/01/2035	34,300.00	34,300.00	20,568.70
06/01/2036	1,994,300.00	1,994,300.00	1,178,176.76
	84,874,380.69	84,874,380.69	68,228,184.40

### Proceeds Summary

Delivery date	10/24/2018
Par Value	64,325,000.00
Premium (Discount)	3,903,184.40
Target for yield calculation	68,228,184.40





# CUMBERLAND SECURITIES

## PROOF OF ARBITRAGE YIELD

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018

### Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
BOND	06/01/2027	4.000%	2.650%	06/01/2026	100.000	2.6499345%
BOND	06/01/2028	4.000%	2.750%	06/01/2026	100.000	2.7499798%
2038TERM	06/01/2037	4.000%	3.450%	06/01/2026	100.000	3.4499206%
2038TERM	06/01/2038	4.000%	3.450%	06/01/2026	100.000	3.4499206%
2042TERM	06/01/2039	4.000%	3.500%	06/01/2026	100.000	3.4998807%
2042TERM	06/01/2040	4.000%	3.500%	06/01/2026	100.000	3.4998807%
2042TERM	06/01/2041	4.000%	3.500%	06/01/2026	100.000	3.4998807%
2042TERM	06/01/2042	4.000%	3.500%	06/01/2026	100.000	3.4998807%

### Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
BOND	06/01/2027	4.000%	2.650%			2.7845450%	0.1346105%
BOND	06/01/2028	4.000%	2.750%			2.9731149%	0.2231352%
2038TERM	06/01/2037	4.000%	3.450%			3.7261334%	0.2762128%
2038TERM	06/01/2038	4.000%	3.450%			3.7356121%	0.2856916%
2042TERM	06/01/2039	4.000%	3.500%			3.7673228%	0.2674421%
2042TERM	06/01/2040	4.000%	3.500%			3.7743117%	0.2744310%
2042TERM	06/01/2041	4.000%	3.500%			3.7806484%	0.2807677%
2042TERM	06/01/2042	4.000%	3.500%			3.7864159%	0.2865352%

## SOURCES AND USES OF FUNDS

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

<b>Sources:</b>	<b>General Obligation Bonds, Series 2018 - City</b>	<b>General Obligation Bonds, Series 2018 - MUS</b>	<b>Total</b>
Bond Proceeds:			
Par Amount	19,190,000.00	45,135,000.00	64,325,000.00
Net Premium	1,409,107.15	2,494,077.25	3,903,184.40
	<u>20,599,107.15</u>	<u>47,629,077.25</u>	<u>68,228,184.40</u>
Other Sources of Funds:			
MUS Cash Contribution		45,135.00	45,135.00
	<u>20,599,107.15</u>	<u>47,674,212.25</u>	<u>68,273,319.40</u>

<b>Uses:</b>	<b>General Obligation Bonds, Series 2018 - City</b>	<b>General Obligation Bonds, Series 2018 - MUS</b>	<b>Total</b>
Project Fund Deposits:			
Construction Fund	9,250,000.00	4,500,000.00	13,750,000.00
Undrawn Proceeds from 2016 Loan	<u>9,250,000.00</u>	<u>9,910,000.00</u>	<u>9,910,000.00</u>
		<u>14,410,000.00</u>	<u>23,660,000.00</u>
Refunding Escrow Deposits:			
Cash Deposit	11,092,098.00	32,613,902.00	43,706,000.00
Delivery Date Expenses:			
Cost of Issuance	67,608.65	204,839.08	272,447.73
Underwriter's Discount	<u>189,400.50</u>	<u>445,471.17</u>	<u>634,871.67</u>
	<u>257,009.15</u>	<u>650,310.25</u>	<u>907,319.40</u>
	<u>20,599,107.15</u>	<u>47,674,212.25</u>	<u>68,273,319.40</u>



## COST OF ISSUANCE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018

	General Obligation Bonds, Series 2018 - City	General Obligation Bonds, Series 2018 - MUS	Total
Financial Advisor	19,190.00	45,135.00	64,325.00
Bond Counsel	22,971.32	54,028.68	77,000.00
Rating Agency - Moody's	11,634.83	27,365.17	39,000.00
Rating Agency - S&P	9,546.52	22,453.48	32,000.00
POS/Official Statement	1,777.50	5,815.23	7,592.73
Advertising	298.33	701.67	1,000.00
Miscellaneous	1,490.15	3,504.85	4,995.00
Paying Agent	700.00	700.00	1,400.00
Financial Consultant to MUS		45,135.00	45,135.00
	67,608.65	204,839.08	272,447.73



## DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2019	965,000.00	5.000%	506,996.39	1,471,996.39	1,471,996.39
12/01/2019			396,425.00	396,425.00	
06/01/2020	1,040,000.00	5.000%	396,425.00	1,436,425.00	1,832,850.00
12/01/2020			370,425.00	370,425.00	
06/01/2021	1,100,000.00	5.000%	370,425.00	1,470,425.00	1,840,850.00
12/01/2021			342,925.00	342,925.00	
06/01/2022	1,170,000.00	5.000%	342,925.00	1,512,925.00	1,855,850.00
12/01/2022			313,675.00	313,675.00	
06/01/2023	1,235,000.00	5.000%	313,675.00	1,548,675.00	1,862,350.00
12/01/2023			282,800.00	282,800.00	
06/01/2024	1,315,000.00	5.000%	282,800.00	1,597,800.00	1,880,600.00
12/01/2024			249,925.00	249,925.00	
06/01/2025	1,390,000.00	5.000%	249,925.00	1,639,925.00	1,889,850.00
12/01/2025			215,175.00	215,175.00	
06/01/2026	1,475,000.00	5.000%	215,175.00	1,690,175.00	1,905,350.00
12/01/2026			178,300.00	178,300.00	
06/01/2027	1,565,000.00	4.000%	178,300.00	1,743,300.00	1,921,600.00
12/01/2027			147,000.00	147,000.00	
06/01/2028	1,645,000.00	4.000%	147,000.00	1,792,000.00	1,939,000.00
12/01/2028			114,100.00	114,100.00	
06/01/2029	405,000.00	3.000%	114,100.00	519,100.00	633,200.00
12/01/2029			108,025.00	108,025.00	
06/01/2030	365,000.00	3.000%	108,025.00	473,025.00	581,050.00
12/01/2030			102,550.00	102,550.00	
06/01/2031	380,000.00	3.125%	102,550.00	482,550.00	585,100.00
12/01/2031			96,612.50	96,612.50	
06/01/2032	390,000.00	3.250%	96,612.50	486,612.50	583,225.00
12/01/2032			90,275.00	90,275.00	
06/01/2033	400,000.00	3.250%	90,275.00	490,275.00	580,550.00
12/01/2033			83,775.00	83,775.00	
06/01/2034	415,000.00	3.500%	83,775.00	498,775.00	582,550.00
12/01/2034			76,512.50	76,512.50	
06/01/2035	430,000.00	3.500%	76,512.50	506,512.50	583,025.00
12/01/2035			68,987.50	68,987.50	
06/01/2036	445,000.00	3.500%	68,987.50	513,987.50	582,975.00
12/01/2036			61,200.00	61,200.00	
06/01/2037	460,000.00	4.000%	61,200.00	521,200.00	582,400.00
12/01/2037			52,000.00	52,000.00	
06/01/2038	480,000.00	4.000%	52,000.00	532,000.00	584,000.00
12/01/2038			42,400.00	42,400.00	
06/01/2039	500,000.00	4.000%	42,400.00	542,400.00	584,800.00
12/01/2039			32,400.00	32,400.00	
06/01/2040	520,000.00	4.000%	32,400.00	552,400.00	584,800.00
12/01/2040			22,000.00	22,000.00	
06/01/2041	540,000.00	4.000%	22,000.00	562,000.00	584,000.00
12/01/2041			11,200.00	11,200.00	
06/01/2042	560,000.00	4.000%	11,200.00	571,200.00	582,400.00
	19,190,000.00		7,424,371.39	26,614,371.39	

### Date Structure

Date 10/24/2018  
First Coupon Date 06/01/2019



## DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City

#### Yield Statistics

Average Coupon	4.0599775%
Weighted Average Maturity	9.368
True Interest Cost (TIC)	3.2602041%

## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City (New Money)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						9,005,000	9,005,000
06/01/2019	180,000	5.000%	215,915.00	395,915.00	395,915	8,825,000	8,825,000
12/01/2019			174,600.00	174,600.00		8,825,000	8,825,000
06/01/2020	235,000	5.000%	174,600.00	409,600.00	584,200	8,590,000	8,590,000
12/01/2020			168,725.00	168,725.00		8,590,000	8,590,000
06/01/2021	245,000	5.000%	168,725.00	413,725.00	582,450	8,345,000	8,345,000
12/01/2021			162,600.00	162,600.00		8,345,000	8,345,000
06/01/2022	260,000	5.000%	162,600.00	422,600.00	585,200	8,085,000	8,085,000
12/01/2022			156,100.00	156,100.00		8,085,000	8,085,000
06/01/2023	270,000	5.000%	156,100.00	426,100.00	582,200	7,815,000	7,815,000
12/01/2023			149,350.00	149,350.00		7,815,000	7,815,000
06/01/2024	285,000	5.000%	149,350.00	434,350.00	583,700	7,530,000	7,530,000
12/01/2024			142,225.00	142,225.00		7,530,000	7,530,000
06/01/2025	300,000	5.000%	142,225.00	442,225.00	584,450	7,230,000	7,230,000
12/01/2025			134,725.00	134,725.00		7,230,000	7,230,000
06/01/2026	315,000	5.000%	134,725.00	449,725.00	584,450	6,915,000	6,915,000
12/01/2026			126,850.00	126,850.00		6,915,000	6,915,000
06/01/2027	330,000	4.000%	126,850.00	456,850.00	583,700	6,585,000	6,585,000
12/01/2027			120,250.00	120,250.00		6,585,000	6,585,000
06/01/2028	345,000	4.000%	120,250.00	465,250.00	585,500	6,240,000	6,240,000
12/01/2028			113,350.00	113,350.00		6,240,000	6,240,000
06/01/2029	355,000	3.000%	113,350.00	468,350.00	581,700	5,885,000	5,885,000
12/01/2029			108,025.00	108,025.00		5,885,000	5,885,000
06/01/2030	365,000	3.000%	108,025.00	473,025.00	581,050	5,520,000	5,520,000
12/01/2030			102,550.00	102,550.00		5,520,000	5,520,000
06/01/2031	380,000	3.125%	102,550.00	482,550.00	585,100	5,140,000	5,140,000
12/01/2031			96,612.50	96,612.50		5,140,000	5,140,000
06/01/2032	390,000	3.250%	96,612.50	486,612.50	583,225	4,750,000	4,750,000
12/01/2032			90,275.00	90,275.00		4,750,000	4,750,000
06/01/2033	400,000	3.250%	90,275.00	490,275.00	580,550	4,350,000	4,350,000
12/01/2033			83,775.00	83,775.00		4,350,000	4,350,000
06/01/2034	415,000	3.500%	83,775.00	498,775.00	582,550	3,935,000	3,935,000
12/01/2034			76,512.50	76,512.50		3,935,000	3,935,000
06/01/2035	430,000	3.500%	76,512.50	506,512.50	583,025	3,505,000	3,505,000
12/01/2035			68,987.50	68,987.50		3,505,000	3,505,000
06/01/2036	445,000	3.500%	68,987.50	513,987.50	582,975	3,060,000	3,060,000
12/01/2036			61,200.00	61,200.00		3,060,000	3,060,000
06/01/2037	460,000	4.000%	61,200.00	521,200.00	582,400	2,600,000	2,600,000
12/01/2037			52,000.00	52,000.00		2,600,000	2,600,000
06/01/2038	480,000	4.000%	52,000.00	532,000.00	584,000	2,120,000	2,120,000
12/01/2038			42,400.00	42,400.00		2,120,000	2,120,000
06/01/2039	500,000	4.000%	42,400.00	542,400.00	584,800	1,620,000	1,620,000
12/01/2039			32,400.00	32,400.00		1,620,000	1,620,000
06/01/2040	520,000	4.000%	32,400.00	552,400.00	584,800	1,100,000	1,100,000
12/01/2040			22,000.00	22,000.00		1,100,000	1,100,000
06/01/2041	540,000	4.000%	22,000.00	562,000.00	584,000	560,000	560,000
12/01/2041			11,200.00	11,200.00		560,000	560,000
06/01/2042	560,000	4.000%	11,200.00	571,200.00	582,400		
	9,005,000		4,809,340.00	13,814,340.00	13,814,340		





## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City (Refunding)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						10,185,000	10,185,000
06/01/2019	785,000	5.000%	291,081.39	1,076,081.39	1,076,081.39	9,400,000	9,400,000
12/01/2019			221,825.00	221,825.00		9,400,000	9,400,000
06/01/2020	805,000	5.000%	221,825.00	1,026,825.00	1,248,650.00	8,595,000	8,595,000
12/01/2020			201,700.00	201,700.00		8,595,000	8,595,000
06/01/2021	855,000	5.000%	201,700.00	1,056,700.00	1,258,400.00	7,740,000	7,740,000
12/01/2021			180,325.00	180,325.00		7,740,000	7,740,000
06/01/2022	910,000	5.000%	180,325.00	1,090,325.00	1,270,650.00	6,830,000	6,830,000
12/01/2022			157,575.00	157,575.00		6,830,000	6,830,000
06/01/2023	965,000	5.000%	157,575.00	1,122,575.00	1,280,150.00	5,865,000	5,865,000
12/01/2023			133,450.00	133,450.00		5,865,000	5,865,000
06/01/2024	1,030,000	5.000%	133,450.00	1,163,450.00	1,296,900.00	4,835,000	4,835,000
12/01/2024			107,700.00	107,700.00		4,835,000	4,835,000
06/01/2025	1,090,000	5.000%	107,700.00	1,197,700.00	1,305,400.00	3,745,000	3,745,000
12/01/2025			80,450.00	80,450.00		3,745,000	3,745,000
06/01/2026	1,160,000	5.000%	80,450.00	1,240,450.00	1,320,900.00	2,585,000	2,585,000
12/01/2026			51,450.00	51,450.00		2,585,000	2,585,000
06/01/2027	1,235,000	4.000%	51,450.00	1,286,450.00	1,337,900.00	1,350,000	1,350,000
12/01/2027			26,750.00	26,750.00		1,350,000	1,350,000
06/01/2028	1,300,000	4.000%	26,750.00	1,326,750.00	1,353,500.00	50,000	50,000
12/01/2028			750.00	750.00		50,000	50,000
06/01/2029	50,000	3.000%	750.00	50,750.00	51,500.00		
	10,185,000		2,615,031.39	12,800,031.39	12,800,031.39		



## SUMMARY OF BONDS REFUNDED

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$8,000,000 TMBF Loan Agreement, Series 2008A:					
CITY	05/25/2019	3.740%	197,000.00	10/24/2018	100.000
	05/25/2020	3.740%	207,000.00	10/24/2018	100.000
	05/25/2021	3.740%	217,500.00	10/24/2018	100.000
	05/25/2022	3.740%	228,000.00	10/24/2018	100.000
	05/25/2023	3.740%	239,500.00	10/24/2018	100.000
	05/25/2024	3.740%	251,500.00	10/24/2018	100.000
	05/25/2025	3.740%	264,000.00	10/24/2018	100.000
	05/25/2026	3.740%	277,500.00	10/24/2018	100.000
	05/25/2027	3.740%	291,000.00	10/24/2018	100.000
	05/25/2028	3.740%	305,500.00	10/24/2018	100.000
			2,478,500.00		
\$20,000,000 TMBF Loan Agreement, Series 2008B:					
CITY	05/25/2019	3.740%	403,948.00	10/24/2018	100.000
	05/25/2020	3.740%	424,022.00	10/24/2018	100.000
	05/25/2021	3.740%	445,326.00	10/24/2018	100.000
	05/25/2022	3.740%	467,449.00	10/24/2018	100.000
	05/25/2023	3.740%	490,800.00	10/24/2018	100.000
	05/25/2024	3.740%	515,382.00	10/24/2018	100.000
	05/25/2025	3.740%	541,192.00	10/24/2018	100.000
	05/25/2026	3.740%	568,230.00	10/24/2018	100.000
	05/25/2027	3.740%	596,500.00	10/24/2018	100.000
	05/25/2028	3.740%	626,406.00	10/24/2018	100.000
			5,079,255.00		
\$20,000,000 TMBF Loan Agreement, Series 2008B:					
CITY	05/25/2019	3.740%	49,852.00	10/24/2018	100.000
	05/25/2020	3.740%	52,330.00	10/24/2018	100.000
	05/25/2021	3.740%	54,959.00	10/24/2018	100.000
	05/25/2022	3.740%	57,689.00	10/24/2018	100.000
	05/25/2023	3.740%	60,571.00	10/24/2018	100.000
	05/25/2024	3.740%	63,604.00	10/24/2018	100.000
	05/25/2025	3.740%	66,790.00	10/24/2018	100.000
	05/25/2026	3.740%	70,127.00	10/24/2018	100.000
	05/25/2027	3.740%	73,615.00	10/24/2018	100.000
	05/25/2028	3.740%	77,306.00	10/24/2018	100.000
			626,843.00		
\$25,150,000 TMBF Loan Agreement, Series 2008C:					
CITY	05/25/2019	3.740%	162,500.00	10/24/2018	100.000
	05/25/2020	3.740%	172,250.00	10/24/2018	100.000
	05/25/2021	3.740%	178,750.00	10/24/2018	100.000
	05/25/2022	3.740%	188,500.00	10/24/2018	100.000
	05/25/2023	3.740%	198,250.00	10/24/2018	100.000
	05/25/2024	3.740%	208,000.00	10/24/2018	100.000
	05/25/2025	3.740%	217,750.00	10/24/2018	100.000
	05/25/2026	3.740%	227,500.00	10/24/2018	100.000
	05/25/2027	3.740%	240,500.00	10/24/2018	100.000
	05/25/2028	3.740%	253,500.00	10/24/2018	100.000
			2,047,500.00		
\$3,000,000 TMBF Loan Agreement, Series 2008D:					
CITY	05/25/2019	3.740%	60,630.00	10/24/2018	100.000
	05/25/2020	3.740%	63,640.00	10/24/2018	100.000
	05/25/2021	3.740%	66,650.00	10/24/2018	100.000
	05/25/2022	3.740%	70,090.00	10/24/2018	100.000
	05/25/2023	3.740%	73,530.00	10/24/2018	100.000
	05/25/2024	3.740%	77,400.00	10/24/2018	100.000
	05/25/2025	3.740%	81,270.00	10/24/2018	100.000



## SUMMARY OF BONDS REFUNDED

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$3,000,000 TMBF Loan Agreement, Series 2008D:					
CITY	05/25/2026	3.740%	85,140.00	10/24/2018	100.000
	05/25/2027	3.740%	89,440.00	10/24/2018	100.000
	05/25/2028	3.740%	93,740.00	10/24/2018	100.000
	05/25/2029	3.740%	98,470.00	10/24/2018	100.000
			860,000.00		
			11,092,098.00		



## PRIOR BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - City

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	873,930	3.740%	243,144.93	1,117,074.93	10,218,168	10,218,168
06/01/2020	919,242	3.740%	382,159.44	1,301,401.44	9,298,926	9,298,926
06/01/2021	963,185	3.740%	347,779.80	1,310,964.80	8,335,741	8,335,741
06/01/2022	1,011,728	3.740%	311,756.76	1,323,484.76	7,324,013	7,324,013
06/01/2023	1,062,651	3.740%	273,918.12	1,336,569.12	6,261,362	6,261,362
06/01/2024	1,115,886	3.740%	234,174.96	1,350,060.96	5,145,476	5,145,476
06/01/2025	1,171,002	3.740%	192,440.76	1,363,442.76	3,974,474	3,974,474
06/01/2026	1,228,497	3.740%	148,645.32	1,377,142.32	2,745,977	2,745,977
06/01/2027	1,291,055	3.740%	102,699.48	1,393,754.48	1,454,922	1,454,922
06/01/2028	1,356,452	3.740%	54,414.12	1,410,866.12	98,470	98,470
06/01/2029	98,470	3.740%	3,682.80	102,152.80		
	11,092,098		2,294,816.49	13,386,914.49		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - City (Refunding)

### \$8,000,000 TMBF Loan Agreement, Series 2008A

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	197,000	3.740%	54,330.11	251,330.11	2,281,500	2,281,500
06/01/2020	207,000	3.740%	85,328.16	292,328.16	2,074,500	2,074,500
06/01/2021	217,500	3.740%	77,586.36	295,086.36	1,857,000	1,857,000
06/01/2022	228,000	3.740%	69,451.80	297,451.80	1,629,000	1,629,000
06/01/2023	239,500	3.740%	60,924.60	300,424.60	1,389,500	1,389,500
06/01/2024	251,500	3.740%	51,967.32	303,467.32	1,138,000	1,138,000
06/01/2025	264,000	3.740%	42,561.24	306,561.24	874,000	874,000
06/01/2026	277,500	3.740%	32,687.64	310,187.64	596,500	596,500
06/01/2027	291,000	3.740%	22,309.08	313,309.08	305,500	305,500
06/01/2028	305,500	3.740%	11,425.68	316,925.68		
	2,478,500		508,571.99	2,987,071.99		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - City (Refunding)

### \$20,000,000 TMBF Loan Agreement, Series 2008B

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	403,948	3.740%	111,340.05	515,288.05	4,675,307	4,675,307
06/01/2020	424,022	3.740%	174,856.44	598,878.44	4,251,285	4,251,285
06/01/2021	445,326	3.740%	158,998.08	604,324.08	3,805,959	3,805,959
06/01/2022	467,449	3.740%	142,342.92	609,791.92	3,338,510	3,338,510
06/01/2023	490,800	3.740%	124,860.24	615,660.24	2,847,710	2,847,710
06/01/2024	515,382	3.740%	106,504.32	621,886.32	2,332,328	2,332,328
06/01/2025	541,192	3.740%	87,229.08	628,421.08	1,791,136	1,791,136
06/01/2026	568,230	3.740%	66,988.44	635,218.44	1,222,906	1,222,906
06/01/2027	596,500	3.740%	45,736.68	642,236.68	626,406	626,406
06/01/2028	626,406	3.740%	23,427.60	649,833.60		
	5,079,255		1,042,283.85	6,121,538.85		





## CUMBERLAND SECURITIES

### PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - City (Refunding)

#### \$20,000,000 TMBF Loan Agreement, Series 2008B

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	49,852	3.740%	13,740.74	63,592.74	576,991	576,991
06/01/2020	52,330	3.740%	21,579.48	73,909.48	524,661	524,661
06/01/2021	54,959	3.740%	19,622.28	74,581.28	469,702	469,702
06/01/2022	57,689	3.740%	17,566.80	75,255.80	412,013	412,013
06/01/2023	60,571	3.740%	15,409.32	75,980.32	351,442	351,442
06/01/2024	63,604	3.740%	13,143.96	76,747.96	287,838	287,838
06/01/2025	66,790	3.740%	10,765.20	77,555.20	221,048	221,048
06/01/2026	70,127	3.740%	8,267.16	78,394.16	150,921	150,921
06/01/2027	73,615	3.740%	5,644.44	79,259.44	77,306	77,306
06/01/2028	77,306	3.740%	2,891.28	80,197.28		
	626,843		128,630.66	755,473.66		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - City (Refunding)

### \$25,150,000 TMBF Loan Agreement, Series 2008C

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	162,500	3.740%	44,882.38	207,382.38	1,885,000	1,885,000
06/01/2020	172,250	3.740%	70,499.04	242,749.04	1,712,750	1,712,750
06/01/2021	178,750	3.740%	64,056.84	242,806.84	1,534,000	1,534,000
06/01/2022	188,500	3.740%	57,371.64	245,871.64	1,345,500	1,345,500
06/01/2023	198,250	3.740%	50,321.76	248,571.76	1,147,250	1,147,250
06/01/2024	208,000	3.740%	42,907.20	250,907.20	939,250	939,250
06/01/2025	217,750	3.740%	35,127.96	252,877.96	721,500	721,500
06/01/2026	227,500	3.740%	26,984.16	254,484.16	494,000	494,000
06/01/2027	240,500	3.740%	18,475.56	258,975.56	253,500	253,500
06/01/2028	253,500	3.740%	9,480.96	262,980.96		
	2,047,500		420,107.50	2,467,607.50		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - City (Refunding)

### \$3,000,000 TMBF Loan Agreement, Series 2008D

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	60,630	3.740%	18,851.65	79,481.65	799,370	799,370
06/01/2020	63,640	3.740%	29,896.44	93,536.44	735,730	735,730
06/01/2021	66,650	3.740%	27,516.36	94,166.36	669,080	669,080
06/01/2022	70,090	3.740%	25,023.60	95,113.60	598,990	598,990
06/01/2023	73,530	3.740%	22,402.20	95,932.20	525,460	525,460
06/01/2024	77,400	3.740%	19,652.16	97,052.16	448,060	448,060
06/01/2025	81,270	3.740%	16,757.40	98,027.40	366,790	366,790
06/01/2026	85,140	3.740%	13,717.92	98,857.92	281,650	281,650
06/01/2027	89,440	3.740%	10,533.72	99,973.72	192,210	192,210
06/01/2028	93,740	3.740%	7,188.60	100,928.60	98,470	98,470
06/01/2029	98,470	3.740%	3,682.80	102,152.80		
	860,000		195,222.85	1,055,222.85		



# CUMBERLAND SECURITIES

## DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2019	1,960,000.00	5.000%	1,121,984.18	3,081,984.18	3,081,984.18
12/01/2019			881,678.13	881,678.13	
06/01/2020	2,110,000.00	5.000%	881,678.13	2,991,678.13	3,873,356.26
12/01/2020			828,928.13	828,928.13	
06/01/2021	2,210,000.00	5.000%	828,928.13	3,038,928.13	3,867,856.26
12/01/2021			773,678.13	773,678.13	
06/01/2022	2,320,000.00	5.000%	773,678.13	3,093,678.13	3,867,356.26
12/01/2022			715,678.13	715,678.13	
06/01/2023	2,425,000.00	5.000%	715,678.13	3,140,678.13	3,856,356.26
12/01/2023			655,053.13	655,053.13	
06/01/2024	2,545,000.00	5.000%	655,053.13	3,200,053.13	3,855,106.26
12/01/2024			591,428.13	591,428.13	
06/01/2025	2,665,000.00	5.000%	591,428.13	3,256,428.13	3,847,856.26
12/01/2025			524,803.13	524,803.13	
06/01/2026	2,790,000.00	5.000%	524,803.13	3,314,803.13	3,839,606.26
12/01/2026			455,053.13	455,053.13	
06/01/2027	2,925,000.00	4.000%	455,053.13	3,380,053.13	3,835,106.26
12/01/2027			396,553.13	396,553.13	
06/01/2028	3,045,000.00	4.000%	396,553.13	3,441,553.13	3,838,106.26
12/01/2028			335,653.13	335,653.13	
06/01/2029	2,180,000.00	3.000%	335,653.13	2,515,653.13	2,851,306.26
12/01/2029			302,953.13	302,953.13	
06/01/2030	2,250,000.00	3.000%	302,953.13	2,552,953.13	2,855,906.26
12/01/2030			269,203.13	269,203.13	
06/01/2031	2,315,000.00	3.125%	269,203.13	2,584,203.13	2,853,406.26
12/01/2031			233,031.25	233,031.25	
06/01/2032	2,380,000.00	3.250%	233,031.25	2,613,031.25	2,846,062.50
12/01/2032			194,356.25	194,356.25	
06/01/2033	2,465,000.00	3.250%	194,356.25	2,659,356.25	2,853,712.50
12/01/2033			154,300.00	154,300.00	
06/01/2034	2,540,000.00	3.500%	154,300.00	2,694,300.00	2,848,600.00
12/01/2034			109,850.00	109,850.00	
06/01/2035	2,625,000.00	3.500%	109,850.00	2,734,850.00	2,844,700.00
12/01/2035			63,912.50	63,912.50	
06/01/2036	1,515,000.00	3.500%	63,912.50	1,578,912.50	1,642,825.00
12/01/2036			37,400.00	37,400.00	
06/01/2037	1,565,000.00	4.000%	37,400.00	1,602,400.00	1,639,800.00
12/01/2037			6,100.00	6,100.00	
06/01/2038	305,000.00	4.000%	6,100.00	311,100.00	317,200.00
	45,135,000.00		16,181,209.30	61,316,209.30	

### Date Structure

Date	10/24/2018
First Coupon Date	06/01/2019

### Yield Statistics

Average Coupon	3.7714360%
Weighted Average Maturity	9.325
True Interest Cost (TIC)	3.2205075%

## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS (New Money - Electric)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						4,375,000	4,375,000
06/01/2019	110,000	5.000%	104,657.29	214,657.29	214,657.29	4,265,000	4,265,000
12/01/2019			84,062.50	84,062.50		4,265,000	4,265,000
06/01/2020	150,000	5.000%	84,062.50	234,062.50	318,125.00	4,115,000	4,115,000
12/01/2020			80,312.50	80,312.50		4,115,000	4,115,000
06/01/2021	155,000	5.000%	80,312.50	235,312.50	315,625.00	3,960,000	3,960,000
12/01/2021			76,437.50	76,437.50		3,960,000	3,960,000
06/01/2022	165,000	5.000%	76,437.50	241,437.50	317,875.00	3,795,000	3,795,000
12/01/2022			72,312.50	72,312.50		3,795,000	3,795,000
06/01/2023	170,000	5.000%	72,312.50	242,312.50	314,625.00	3,625,000	3,625,000
12/01/2023			68,062.50	68,062.50		3,625,000	3,625,000
06/01/2024	180,000	5.000%	68,062.50	248,062.50	316,125.00	3,445,000	3,445,000
12/01/2024			63,562.50	63,562.50		3,445,000	3,445,000
06/01/2025	190,000	5.000%	63,562.50	253,562.50	317,125.00	3,255,000	3,255,000
12/01/2025			58,812.50	58,812.50		3,255,000	3,255,000
06/01/2026	200,000	5.000%	58,812.50	258,812.50	317,625.00	3,055,000	3,055,000
12/01/2026			53,812.50	53,812.50		3,055,000	3,055,000
06/01/2027	210,000	4.000%	53,812.50	263,812.50	317,625.00	2,845,000	2,845,000
12/01/2027			49,612.50	49,612.50		2,845,000	2,845,000
06/01/2028	220,000	4.000%	49,612.50	269,612.50	319,225.00	2,625,000	2,625,000
12/01/2028			45,212.50	45,212.50		2,625,000	2,625,000
06/01/2029	225,000	3.000%	45,212.50	270,212.50	315,425.00	2,400,000	2,400,000
12/01/2029			41,837.50	41,837.50		2,400,000	2,400,000
06/01/2030	235,000	3.000%	41,837.50	276,837.50	318,675.00	2,165,000	2,165,000
12/01/2030			38,312.50	38,312.50		2,165,000	2,165,000
06/01/2031	240,000	3.125%	38,312.50	278,312.50	316,625.00	1,925,000	1,925,000
12/01/2031			34,562.50	34,562.50		1,925,000	1,925,000
06/01/2032	245,000	3.250%	34,562.50	279,562.50	314,125.00	1,680,000	1,680,000
12/01/2032			30,581.25	30,581.25		1,680,000	1,680,000
06/01/2033	255,000	3.250%	30,581.25	285,581.25	316,162.50	1,425,000	1,425,000
12/01/2033			26,437.50	26,437.50		1,425,000	1,425,000
06/01/2034	265,000	3.500%	26,437.50	291,437.50	317,875.00	1,160,000	1,160,000
12/01/2034			21,800.00	21,800.00		1,160,000	1,160,000
06/01/2035	275,000	3.500%	21,800.00	296,800.00	318,600.00	885,000	885,000
12/01/2035			16,987.50	16,987.50		885,000	885,000
06/01/2036	285,000	3.500%	16,987.50	301,987.50	318,975.00	600,000	600,000
12/01/2036			12,000.00	12,000.00		600,000	600,000
06/01/2037	295,000	4.000%	12,000.00	307,000.00	319,000.00	305,000	305,000
12/01/2037			6,100.00	6,100.00		305,000	305,000
06/01/2038	305,000	4.000%	6,100.00	311,100.00	317,200.00		
	4,375,000		1,866,294.79	6,241,294.79	6,241,294.79		



# CUMBERLAND SECURITIES

## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS (New Money - Sewer - Undrawn 2016 Loan)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						10,060,000	10,060,000
06/01/2019			204,383.11	204,383.11	204,383.11	10,060,000	10,060,000
12/01/2019			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2020			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2020			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2021			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2021			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2022			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2022			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2023			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2023			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2024			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2024			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2025			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2025			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2026			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2026			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2027			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2027			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2028			169,534.38	169,534.38	339,068.76	10,060,000	10,060,000
12/01/2028			169,534.38	169,534.38		10,060,000	10,060,000
06/01/2029	985,000	3.000%	169,534.38	1,154,534.38	1,324,068.76	9,075,000	9,075,000
12/01/2029			154,759.38	154,759.38		9,075,000	9,075,000
06/01/2030	1,015,000	3.000%	154,759.38	1,169,759.38	1,324,518.76	8,060,000	8,060,000
12/01/2030			139,534.38	139,534.38		8,060,000	8,060,000
06/01/2031	1,045,000	3.125%	139,534.38	1,184,534.38	1,324,068.76	7,015,000	7,015,000
12/01/2031			123,206.25	123,206.25		7,015,000	7,015,000
06/01/2032	1,075,000	3.250%	123,206.25	1,198,206.25	1,321,412.50	5,940,000	5,940,000
12/01/2032			105,737.50	105,737.50		5,940,000	5,940,000
06/01/2033	1,110,000	3.250%	105,737.50	1,215,737.50	1,321,475.00	4,830,000	4,830,000
12/01/2033			87,700.00	87,700.00		4,830,000	4,830,000
06/01/2034	1,145,000	3.500%	87,700.00	1,232,700.00	1,320,400.00	3,685,000	3,685,000
12/01/2034			67,662.50	67,662.50		3,685,000	3,685,000
06/01/2035	1,185,000	3.500%	67,662.50	1,252,662.50	1,320,325.00	2,500,000	2,500,000
12/01/2035			46,925.00	46,925.00		2,500,000	2,500,000
06/01/2036	1,230,000	3.500%	46,925.00	1,276,925.00	1,323,850.00	1,270,000	1,270,000
12/01/2036			25,400.00	25,400.00		1,270,000	1,270,000
06/01/2037	1,270,000	4.000%	25,400.00	1,295,400.00	1,320,800.00		
	10,060,000		5,096,920.73	15,156,920.73	15,156,920.73		



## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS (Refunding - Cable)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						3,810,000	3,810,000
06/01/2019	150,000	5.000%	92,044.17	242,044.17	242,044.17	3,660,000	3,660,000
12/01/2019			72,600.00	72,600.00		3,660,000	3,660,000
06/01/2020	160,000	5.000%	72,600.00	232,600.00	305,200.00	3,500,000	3,500,000
12/01/2020			68,600.00	68,600.00		3,500,000	3,500,000
06/01/2021	170,000	5.000%	68,600.00	238,600.00	307,200.00	3,330,000	3,330,000
12/01/2021			64,350.00	64,350.00		3,330,000	3,330,000
06/01/2022	180,000	5.000%	64,350.00	244,350.00	308,700.00	3,150,000	3,150,000
12/01/2022			59,850.00	59,850.00		3,150,000	3,150,000
06/01/2023	185,000	5.000%	59,850.00	244,850.00	304,700.00	2,965,000	2,965,000
12/01/2023			55,225.00	55,225.00		2,965,000	2,965,000
06/01/2024	195,000	5.000%	55,225.00	250,225.00	305,450.00	2,770,000	2,770,000
12/01/2024			50,350.00	50,350.00		2,770,000	2,770,000
06/01/2025	205,000	5.000%	50,350.00	255,350.00	305,700.00	2,565,000	2,565,000
12/01/2025			45,225.00	45,225.00		2,565,000	2,565,000
06/01/2026	215,000	5.000%	45,225.00	260,225.00	305,450.00	2,350,000	2,350,000
12/01/2026			39,850.00	39,850.00		2,350,000	2,350,000
06/01/2027	225,000	4.000%	39,850.00	264,850.00	304,700.00	2,125,000	2,125,000
12/01/2027			35,350.00	35,350.00		2,125,000	2,125,000
06/01/2028	235,000	4.000%	35,350.00	270,350.00	305,700.00	1,890,000	1,890,000
12/01/2028			30,650.00	30,650.00		1,890,000	1,890,000
06/01/2029	245,000	3.000%	30,650.00	275,650.00	306,300.00	1,645,000	1,645,000
12/01/2029			26,975.00	26,975.00		1,645,000	1,645,000
06/01/2030	255,000	3.000%	26,975.00	281,975.00	308,950.00	1,390,000	1,390,000
12/01/2030			23,150.00	23,150.00		1,390,000	1,390,000
06/01/2031	260,000	3.125%	23,150.00	283,150.00	306,300.00	1,130,000	1,130,000
12/01/2031			19,087.50	19,087.50		1,130,000	1,130,000
06/01/2032	270,000	3.250%	19,087.50	289,087.50	308,175.00	860,000	860,000
12/01/2032			14,700.00	14,700.00		860,000	860,000
06/01/2033	280,000	3.250%	14,700.00	294,700.00	309,400.00	580,000	580,000
12/01/2033			10,150.00	10,150.00		580,000	580,000
06/01/2034	285,000	3.500%	10,150.00	295,150.00	305,300.00	295,000	295,000
12/01/2034			5,162.50	5,162.50		295,000	295,000
06/01/2035	295,000	3.500%	5,162.50	300,162.50	305,325.00		
	3,810,000		1,334,594.17	5,144,594.17	5,144,594.17		



## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS (Refunding - Electric)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						16,410,000	16,410,000
06/01/2019	860,000	5.000%	420,203.92	1,280,203.92	1,280,203.92	15,550,000	15,550,000
12/01/2019			327,056.25	327,056.25		15,550,000	15,550,000
06/01/2020	925,000	5.000%	327,056.25	1,252,056.25	1,579,112.50	14,625,000	14,625,000
12/01/2020			303,931.25	303,931.25		14,625,000	14,625,000
06/01/2021	965,000	5.000%	303,931.25	1,268,931.25	1,572,862.50	13,660,000	13,660,000
12/01/2021			279,806.25	279,806.25		13,660,000	13,660,000
06/01/2022	1,010,000	5.000%	279,806.25	1,289,806.25	1,569,612.50	12,650,000	12,650,000
12/01/2022			254,556.25	254,556.25		12,650,000	12,650,000
06/01/2023	1,055,000	5.000%	254,556.25	1,309,556.25	1,564,112.50	11,595,000	11,595,000
12/01/2023			228,181.25	228,181.25		11,595,000	11,595,000
06/01/2024	1,105,000	5.000%	228,181.25	1,333,181.25	1,561,362.50	10,490,000	10,490,000
12/01/2024			200,556.25	200,556.25		10,490,000	10,490,000
06/01/2025	1,155,000	5.000%	200,556.25	1,355,556.25	1,556,112.50	9,335,000	9,335,000
12/01/2025			171,681.25	171,681.25		9,335,000	9,335,000
06/01/2026	1,205,000	5.000%	171,681.25	1,376,681.25	1,548,362.50	8,130,000	8,130,000
12/01/2026			141,556.25	141,556.25		8,130,000	8,130,000
06/01/2027	1,260,000	4.000%	141,556.25	1,401,556.25	1,543,112.50	6,870,000	6,870,000
12/01/2027			116,356.25	116,356.25		6,870,000	6,870,000
06/01/2028	1,305,000	4.000%	116,356.25	1,421,356.25	1,537,712.50	5,565,000	5,565,000
12/01/2028			90,256.25	90,256.25		5,565,000	5,565,000
06/01/2029	725,000	3.000%	90,256.25	815,256.25	905,512.50	4,840,000	4,840,000
12/01/2029			79,381.25	79,381.25		4,840,000	4,840,000
06/01/2030	745,000	3.000%	79,381.25	824,381.25	903,762.50	4,095,000	4,095,000
12/01/2030			68,206.25	68,206.25		4,095,000	4,095,000
06/01/2031	770,000	3.125%	68,206.25	838,206.25	906,412.50	3,325,000	3,325,000
12/01/2031			56,175.00	56,175.00		3,325,000	3,325,000
06/01/2032	790,000	3.250%	56,175.00	846,175.00	902,350.00	2,535,000	2,535,000
12/01/2032			43,337.50	43,337.50		2,535,000	2,535,000
06/01/2033	820,000	3.250%	43,337.50	863,337.50	906,675.00	1,715,000	1,715,000
12/01/2033			30,012.50	30,012.50		1,715,000	1,715,000
06/01/2034	845,000	3.500%	30,012.50	875,012.50	905,025.00	870,000	870,000
12/01/2034			15,225.00	15,225.00		870,000	870,000
06/01/2035	870,000	3.500%	15,225.00	885,225.00	900,450.00		
	16,410,000		5,232,753.92	21,642,753.92	21,642,753.92		



## BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS (Refunding - Sewer)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/24/2018						10,480,000	10,480,000
06/01/2019	840,000	5.000%	300,695.69	1,140,695.69	1,140,695.69	9,640,000	9,640,000
12/01/2019			228,425.00	228,425.00		9,640,000	9,640,000
06/01/2020	875,000	5.000%	228,425.00	1,103,425.00	1,331,850.00	8,765,000	8,765,000
12/01/2020			206,550.00	206,550.00		8,765,000	8,765,000
06/01/2021	920,000	5.000%	206,550.00	1,126,550.00	1,333,100.00	7,845,000	7,845,000
12/01/2021			183,550.00	183,550.00		7,845,000	7,845,000
06/01/2022	965,000	5.000%	183,550.00	1,148,550.00	1,332,100.00	6,880,000	6,880,000
12/01/2022			159,425.00	159,425.00		6,880,000	6,880,000
06/01/2023	1,015,000	5.000%	159,425.00	1,174,425.00	1,333,850.00	5,865,000	5,865,000
12/01/2023			134,050.00	134,050.00		5,865,000	5,865,000
06/01/2024	1,065,000	5.000%	134,050.00	1,199,050.00	1,333,100.00	4,800,000	4,800,000
12/01/2024			107,425.00	107,425.00		4,800,000	4,800,000
06/01/2025	1,115,000	5.000%	107,425.00	1,222,425.00	1,329,850.00	3,685,000	3,685,000
12/01/2025			79,550.00	79,550.00		3,685,000	3,685,000
06/01/2026	1,170,000	5.000%	79,550.00	1,249,550.00	1,329,100.00	2,515,000	2,515,000
12/01/2026			50,300.00	50,300.00		2,515,000	2,515,000
06/01/2027	1,230,000	4.000%	50,300.00	1,280,300.00	1,330,600.00	1,285,000	1,285,000
12/01/2027			25,700.00	25,700.00		1,285,000	1,285,000
06/01/2028	1,285,000	4.000%	25,700.00	1,310,700.00	1,336,400.00		
	10,480,000		2,650,645.69	13,130,645.69	13,130,645.69		

## SUMMARY OF BONDS REFUNDED

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$25,150,000 TMBF Loan Agreement, Series 2008C:					
BOND	05/25/2019	5.000%	153,120.77	10/24/2018	100.000
	05/25/2020	5.000%	160,470.57	10/24/2018	100.000
	05/25/2021	5.000%	167,820.37	10/24/2018	100.000
	05/25/2022	5.000%	176,395.13	10/24/2018	100.000
	05/25/2023	5.000%	184,969.90	10/24/2018	100.000
	05/25/2024	5.000%	194,769.62	10/24/2018	100.000
	05/25/2025	5.000%	204,569.35	10/24/2018	100.000
	05/25/2026	5.000%	214,369.08	10/24/2018	100.000
	05/25/2027	5.000%	225,393.78	10/24/2018	100.000
	05/25/2028	5.000%	236,418.48	10/24/2018	100.000
	05/25/2029	5.000%	248,668.14	10/24/2018	100.000
	05/25/2030	5.000%	260,917.80	10/24/2018	100.000
	05/25/2031	5.000%	274,392.43	10/24/2018	100.000
	05/25/2032	5.000%	287,867.06	10/24/2018	100.000
	05/25/2033	5.000%	302,566.65	10/24/2018	100.000
	05/25/2034	5.000%	317,266.24	10/24/2018	100.000
	05/25/2035	5.000%	333,190.80	10/24/2018	100.000
			3,943,166.17		
\$25,150,000 TMBF Loan Agreement, Series 2008C:					
BOND	05/25/2019	5.000%	471,879.23	10/24/2018	100.000
	05/25/2020	5.000%	494,529.43	10/24/2018	100.000
	05/25/2021	5.000%	517,179.63	10/24/2018	100.000
	05/25/2022	5.000%	543,604.87	10/24/2018	100.000
	05/25/2023	5.000%	570,030.10	10/24/2018	100.000
	05/25/2024	5.000%	600,230.38	10/24/2018	100.000
	05/25/2025	5.000%	630,430.65	10/24/2018	100.000
	05/25/2026	5.000%	660,630.92	10/24/2018	100.000
	05/25/2027	5.000%	694,606.22	10/24/2018	100.000
	05/25/2028	5.000%	728,581.52	10/24/2018	100.000
	05/25/2029	5.000%	766,331.86	10/24/2018	100.000
	05/25/2030	5.000%	804,082.20	10/24/2018	100.000
	05/25/2031	5.000%	845,607.57	10/24/2018	100.000
	05/25/2032	5.000%	887,132.94	10/24/2018	100.000
	05/25/2033	5.000%	932,433.35	10/24/2018	100.000
	05/25/2034	5.000%	977,733.76	10/24/2018	100.000
	05/25/2035	5.000%	1,026,809.20	10/24/2018	100.000
			12,151,833.83		
\$7,000,000 TMBF Loan Agreement, Series 2013:					
BOND	05/25/2019	5.000%	425,000.00	10/24/2018	100.000
	05/25/2020	5.000%	442,000.00	10/24/2018	100.000
	05/25/2021	5.000%	460,000.00	10/24/2018	100.000
	05/25/2022	5.000%	478,000.00	10/24/2018	100.000
	05/25/2023	5.000%	498,000.00	10/24/2018	100.000
	05/25/2024	5.000%	518,000.00	10/24/2018	100.000
	05/25/2025	5.000%	538,000.00	10/24/2018	100.000
	05/25/2026	5.000%	560,000.00	10/24/2018	100.000
	05/25/2027	5.000%	582,000.00	10/24/2018	100.000
	05/25/2028	5.000%	605,000.00	10/24/2018	100.000
			5,106,000.00		
\$8,000,000 TMBF Loan Agreement, Series 2008A:					
BOND	05/25/2019	5.000%	197,000.00	10/24/2018	100.000
	05/25/2020	5.000%	207,000.00	10/24/2018	100.000
	05/25/2021	5.000%	217,500.00	10/24/2018	100.000
	05/25/2022	5.000%	228,000.00	10/24/2018	100.000
	05/25/2023	5.000%	239,500.00	10/24/2018	100.000
	05/25/2024	5.000%	251,500.00	10/24/2018	100.000
	05/25/2025	5.000%	264,000.00	10/24/2018	100.000



## SUMMARY OF BONDS REFUNDED

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$8,000,000 TMBF Loan Agreement, Series 2008A:					
BOND	05/25/2026	5.000%	277,500.00	10/24/2018	100.000
	05/25/2027	5.000%	291,000.00	10/24/2018	100.000
	05/25/2028	5.000%	305,500.00	10/24/2018	100.000
			2,478,500.00		
\$20,000,000 TMBF Loan Agreement, Series 2008B:					
BOND	05/25/2019	5.000%	532,200.00	10/24/2018	100.000
	05/25/2020	5.000%	558,648.00	10/24/2018	100.000
	05/25/2021	5.000%	586,715.00	10/24/2018	100.000
	05/25/2022	5.000%	615,862.00	10/24/2018	100.000
	05/25/2023	5.000%	646,629.00	10/24/2018	100.000
	05/25/2024	5.000%	679,014.00	10/24/2018	100.000
	05/25/2025	5.000%	713,018.00	10/24/2018	100.000
	05/25/2026	5.000%	748,643.00	10/24/2018	100.000
	05/25/2027	5.000%	785,885.00	10/24/2018	100.000
	05/25/2028	5.000%	825,288.00	10/24/2018	100.000
			6,691,902.00		
\$25,150,000 TMBF Loan Agreement, Series 2008C:					
BOND	05/25/2019	5.000%	87,500.00	10/24/2018	100.000
	05/25/2020	5.000%	92,750.00	10/24/2018	100.000
	05/25/2021	5.000%	96,250.00	10/24/2018	100.000
	05/25/2022	5.000%	101,500.00	10/24/2018	100.000
	05/25/2023	5.000%	106,750.00	10/24/2018	100.000
	05/25/2024	5.000%	112,000.00	10/24/2018	100.000
	05/25/2025	5.000%	117,250.00	10/24/2018	100.000
	05/25/2026	5.000%	122,500.00	10/24/2018	100.000
	05/25/2027	5.000%	129,500.00	10/24/2018	100.000
	05/25/2028	5.000%	136,500.00	10/24/2018	100.000
			1,102,500.00		
\$3,000,000 TMBF Loan Agreement, Series 2008D:					
BOND	05/25/2019	5.000%	80,370.00	10/24/2018	100.000
	05/25/2020	5.000%	84,360.00	10/24/2018	100.000
	05/25/2021	5.000%	88,350.00	10/24/2018	100.000
	05/25/2022	5.000%	92,910.00	10/24/2018	100.000
	05/25/2023	5.000%	97,470.00	10/24/2018	100.000
	05/25/2024	5.000%	102,600.00	10/24/2018	100.000
	05/25/2025	5.000%	107,730.00	10/24/2018	100.000
	05/25/2026	5.000%	112,860.00	10/24/2018	100.000
	05/25/2027	5.000%	118,560.00	10/24/2018	100.000
	05/25/2028	5.000%	124,260.00	10/24/2018	100.000
	05/25/2029	5.000%	130,530.00	10/24/2018	100.000
			1,140,000.00		
			32,613,902.00		

## PRIOR BOND DEBT SERVICE

### City of Morristown, Tennessee General Obligation Bonds, Series 2018 - MUS

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	1,947,070	5.000%	955,768.53	2,902,838.53	30,666,832	30,666,832
06/01/2020	2,039,758	5.000%	1,533,341.64	3,573,099.64	28,627,074	28,627,074
06/01/2021	2,133,815	5.000%	1,431,353.76	3,565,168.76	26,493,259	26,493,259
06/01/2022	2,236,272	5.000%	1,324,663.08	3,560,935.08	24,256,987	24,256,987
06/01/2023	2,343,349	5.000%	1,212,849.36	3,556,198.36	21,913,638	21,913,638
06/01/2024	2,458,114	5.000%	1,095,681.84	3,553,795.84	19,455,524	19,455,524
06/01/2025	2,574,998	5.000%	972,776.16	3,547,774.16	16,880,526	16,880,526
06/01/2026	2,696,503	5.000%	844,026.36	3,540,529.36	14,184,023	14,184,023
06/01/2027	2,826,945	5.000%	709,201.20	3,536,146.20	11,357,078	11,357,078
06/01/2028	2,961,548	5.000%	567,853.92	3,529,401.92	8,395,530	8,395,530
06/01/2029	1,145,530	5.000%	419,776.56	1,565,306.56	7,250,000	7,250,000
06/01/2030	1,065,000	5.000%	362,500.08	1,427,500.08	6,185,000	6,185,000
06/01/2031	1,120,000	5.000%	309,249.96	1,429,249.96	5,065,000	5,065,000
06/01/2032	1,175,000	5.000%	253,250.04	1,428,250.04	3,890,000	3,890,000
06/01/2033	1,235,000	5.000%	194,499.96	1,429,499.96	2,655,000	2,655,000
06/01/2034	1,295,000	5.000%	132,750.00	1,427,750.00	1,360,000	1,360,000
06/01/2035	1,360,000	5.000%	68,000.04	1,428,000.04		
	32,613,902		12,387,542.49	45,001,444.49		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Cable)

### \$25,150,000 TMBF Loan Agreement, Series 2008C

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	153,120.77	5.000%	115,556.68	268,677.45	3,790,045.40	3,790,045.40
06/01/2020	160,470.57	5.000%	189,502.32	349,972.89	3,629,574.83	3,629,574.83
06/01/2021	167,820.37	5.000%	181,478.76	349,299.13	3,461,754.46	3,461,754.46
06/01/2022	176,395.13	5.000%	173,087.76	349,482.89	3,285,359.33	3,285,359.33
06/01/2023	184,969.90	5.000%	164,268.00	349,237.90	3,100,389.43	3,100,389.43
06/01/2024	194,769.62	5.000%	155,019.48	349,789.10	2,905,619.81	2,905,619.81
06/01/2025	204,569.35	5.000%	145,281.00	349,850.35	2,701,050.46	2,701,050.46
06/01/2026	214,369.08	5.000%	135,052.56	349,421.64	2,486,681.38	2,486,681.38
06/01/2027	225,393.78	5.000%	124,334.04	349,727.82	2,261,287.60	2,261,287.60
06/01/2028	236,418.48	5.000%	113,064.36	349,482.84	2,024,869.12	2,024,869.12
06/01/2029	248,668.14	5.000%	101,243.40	349,911.54	1,776,200.98	1,776,200.98
06/01/2030	260,917.80	5.000%	88,810.08	349,727.88	1,515,283.18	1,515,283.18
06/01/2031	274,392.43	5.000%	75,764.16	350,156.59	1,240,890.75	1,240,890.75
06/01/2032	287,867.06	5.000%	62,044.56	349,911.62	953,023.69	953,023.69
06/01/2033	302,566.65	5.000%	47,651.16	350,217.81	650,457.04	650,457.04
06/01/2034	317,266.24	5.000%	32,522.88	349,789.12	333,190.80	333,190.80
06/01/2035	333,190.80	5.000%	16,659.60	349,850.40		
	3,943,166.17		1,921,340.80	5,864,506.97		





## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Electric)

### \$25,150,000 TMBF Loan Agreement, Series 2008C

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	471,879.23	5.000%	356,116.23	827,995.46	11,679,954.60	11,679,954.60
06/01/2020	494,529.43	5.000%	583,997.76	1,078,527.19	11,185,425.17	11,185,425.17
06/01/2021	517,179.63	5.000%	559,271.28	1,076,450.91	10,668,245.54	10,668,245.54
06/01/2022	543,604.87	5.000%	533,412.24	1,077,017.11	10,124,640.67	10,124,640.67
06/01/2023	570,030.10	5.000%	506,232.00	1,076,262.10	9,554,610.57	9,554,610.57
06/01/2024	600,230.38	5.000%	477,730.56	1,077,960.94	8,954,380.19	8,954,380.19
06/01/2025	630,430.65	5.000%	447,719.04	1,078,149.69	8,323,949.54	8,323,949.54
06/01/2026	660,630.92	5.000%	416,197.44	1,076,828.36	7,663,318.62	7,663,318.62
06/01/2027	694,606.22	5.000%	383,165.88	1,077,772.10	6,968,712.40	6,968,712.40
06/01/2028	728,581.52	5.000%	348,435.60	1,077,017.12	6,240,130.88	6,240,130.88
06/01/2029	766,331.86	5.000%	312,006.60	1,078,338.46	5,473,799.02	5,473,799.02
06/01/2030	804,082.20	5.000%	273,690.00	1,077,772.20	4,669,716.82	4,669,716.82
06/01/2031	845,607.57	5.000%	233,485.80	1,079,093.37	3,824,109.25	3,824,109.25
06/01/2032	887,132.94	5.000%	191,205.48	1,078,338.42	2,936,976.31	2,936,976.31
06/01/2033	932,433.35	5.000%	146,848.80	1,079,282.15	2,004,542.96	2,004,542.96
06/01/2034	977,733.76	5.000%	100,227.12	1,077,960.88	1,026,809.20	1,026,809.20
06/01/2035	1,026,809.20	5.000%	51,340.44	1,078,149.64		
	12,151,833.83		5,921,082.27	18,072,916.10		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Electric)

### \$7,000,000 TMBF Loan Agreement, Series 2013

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	425,000	5.000%	149,634.17	574,634.17	4,681,000	4,681,000
06/01/2020	442,000	5.000%	234,050.04	676,050.04	4,239,000	4,239,000
06/01/2021	460,000	5.000%	211,950.00	671,950.00	3,779,000	3,779,000
06/01/2022	478,000	5.000%	188,949.96	666,949.96	3,301,000	3,301,000
06/01/2023	498,000	5.000%	165,050.04	663,050.04	2,803,000	2,803,000
06/01/2024	518,000	5.000%	140,150.04	658,150.04	2,285,000	2,285,000
06/01/2025	538,000	5.000%	114,249.96	652,249.96	1,747,000	1,747,000
06/01/2026	560,000	5.000%	87,350.04	647,350.04	1,187,000	1,187,000
06/01/2027	582,000	5.000%	59,349.96	641,349.96	605,000	605,000
06/01/2028	605,000	5.000%	30,249.96	635,249.96		
	5,106,000		1,380,984.17	6,486,984.17		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Sewer)

### \$8,000,000 TMBF Loan Agreement, Series 2008A

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	197,000	5.000%	72,633.79	269,633.79	2,281,500	2,281,500
06/01/2020	207,000	5.000%	114,075.00	321,075.00	2,074,500	2,074,500
06/01/2021	217,500	5.000%	103,725.00	321,225.00	1,857,000	1,857,000
06/01/2022	228,000	5.000%	92,850.00	320,850.00	1,629,000	1,629,000
06/01/2023	239,500	5.000%	81,450.00	320,950.00	1,389,500	1,389,500
06/01/2024	251,500	5.000%	69,474.96	320,974.96	1,138,000	1,138,000
06/01/2025	264,000	5.000%	56,900.04	320,900.04	874,000	874,000
06/01/2026	277,500	5.000%	43,700.04	321,200.04	596,500	596,500
06/01/2027	291,000	5.000%	29,825.04	320,825.04	305,500	305,500
06/01/2028	305,500	5.000%	15,275.04	320,775.04		
	2,478,500		679,908.91	3,158,408.91		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Sewer)

### \$20,000,000 TMBF Loan Agreement, Series 2008B

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	532,200	5.000%	196,109.95	728,309.95	6,159,702	6,159,702
06/01/2020	558,648	5.000%	307,985.16	866,633.16	5,601,054	5,601,054
06/01/2021	586,715	5.000%	280,052.76	866,767.76	5,014,339	5,014,339
06/01/2022	615,862	5.000%	250,716.96	866,578.96	4,398,477	4,398,477
06/01/2023	646,629	5.000%	219,923.88	866,552.88	3,751,848	3,751,848
06/01/2024	679,014	5.000%	187,592.40	866,606.40	3,072,834	3,072,834
06/01/2025	713,018	5.000%	153,641.76	866,659.76	2,359,816	2,359,816
06/01/2026	748,643	5.000%	117,990.84	866,633.84	1,611,173	1,611,173
06/01/2027	785,885	5.000%	80,558.64	866,443.64	825,288	825,288
06/01/2028	825,288	5.000%	41,264.40	866,552.40		
	6,691,902		1,835,836.75	8,527,738.75		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Sewer)

### \$25,150,000 TMBF Loan Agreement, Series 2008C

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	87,500	5.000%	32,309.37	119,809.37	1,015,000	1,015,000
06/01/2020	92,750	5.000%	50,750.04	143,500.04	922,250	922,250
06/01/2021	96,250	5.000%	46,112.52	142,362.52	826,000	826,000
06/01/2022	101,500	5.000%	41,300.04	142,800.04	724,500	724,500
06/01/2023	106,750	5.000%	36,225.00	142,975.00	617,750	617,750
06/01/2024	112,000	5.000%	30,887.52	142,887.52	505,750	505,750
06/01/2025	117,250	5.000%	25,287.48	142,537.48	388,500	388,500
06/01/2026	122,500	5.000%	19,425.00	141,925.00	266,000	266,000
06/01/2027	129,500	5.000%	13,299.96	142,799.96	136,500	136,500
06/01/2028	136,500	5.000%	6,825.00	143,325.00		
	1,102,500		302,421.93	1,404,921.93		



## PRIOR BOND DEBT SERVICE

City of Morristown, Tennessee  
General Obligation Bonds, Series 2018 - MUS (Refunding - Sewer)

### \$3,000,000 TMBF Loan Agreement, Series 2008D

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/01/2019	80,370	5.000%	33,408.33	113,778.33	1,059,630	1,059,630
06/01/2020	84,360	5.000%	52,981.56	137,341.56	975,270	975,270
06/01/2021	88,350	5.000%	48,763.56	137,113.56	886,920	886,920
06/01/2022	92,910	5.000%	44,346.00	137,256.00	794,010	794,010
06/01/2023	97,470	5.000%	39,700.56	137,170.56	696,540	696,540
06/01/2024	102,600	5.000%	34,827.00	137,427.00	593,940	593,940
06/01/2025	107,730	5.000%	29,697.00	137,427.00	486,210	486,210
06/01/2026	112,860	5.000%	24,310.56	137,170.56	373,350	373,350
06/01/2027	118,560	5.000%	18,667.56	137,227.56	254,790	254,790
06/01/2028	124,260	5.000%	12,739.56	136,999.56	130,530	130,530
06/01/2029	130,530	5.000%	6,526.56	137,056.56		
	1,140,000		345,968.25	1,485,968.25		

**MUNICIPAL ADVISORY AGREEMENT**

**BETWEEN**

**CITY OF MORRISTOWN, TENNESSEE**

**AND**

**CUMBERLAND SECURITIES COMPANY, INC.**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF MORRISTOWN, TENNESSEE (hereinafter referred to as the “Issuer” or the “City” or the “Municipality”), and CUMBERLAND SECURITIES COMPANY, INC., Independent Consultants on Municipal Finance, Knoxville, Tennessee (hereinafter referred to as “Municipal Advisor”).

**W I T N E S S E T H**

WHEREAS, the City Council of the Municipality, by the adoption of its detailed bond resolution on \_\_\_\_\_, \_\_, 2018, hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series (the “Bonds”), in an amount not to exceed \$15,750,000, for the purpose of (i) refunding its outstanding Local Government Loan Program Bonds, Series 2013 by and among the City, The Public Building Authority of Clarksville, Tennessee and Pinnacle Bank, dated as of September 23, 2013, and (ii) the issuance cost of issuing the bonds (the “Project); and

WHEREAS, the Issuer may in the future require financing for the purpose of providing funds for capital projects; and

WHEREAS, the Issuer must from time to time provide adequate new facilities or



improvements to meet the demands placed on the services provided by the Issuer in order to promote the general welfare of the citizens of the Issuer and its area; and

WHEREAS, the Issuer may from time to time desire to refinance debt issued for previous said projects; and WHEREAS, the Issuer desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of the Issuer's bonds and/or notes; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the Issuer desires that a recognized independent registered municipal advisor be retained in the structuring, marketing and sale of the Issuer's bonds and/or notes; and

WHEREAS, the Issuer has evaluated the capabilities of the Municipal Advisor to the complete satisfaction of the Issuer and has requested the Municipal Advisor to assist and advise the Issuer in matters relating to the Issuer's issuance of bonds or other obligations under terms and conditions decided by the Issuer to be suitable and in the best interest of the Issuer and its citizens.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Issuer and the Municipal Advisor that

Section 1. The Municipal Advisor, working with the Mayor, City Administrator and other Issuer officials and employees, the Issuer's Attorney, the independent Bond Counsel to the Issuer, and other such independent consultants or consulting engineers as may be engaged by the Issuer from time to time, shall assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of bonds or other obligations, including loan agreements.

Section 2. In preparation for the development of any financing plan, or plans, the Municipal Advisor will survey the financial resources of the Issuer to determine its borrowing capacity and analyze the existing debt structure of the Issuer as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the Issuer to determine the most practical, economical way for the Issuer to fund needed public improvements and projects. In addition, the Municipal Advisor will consider any future financing requirements projected by Issuer officials, its consultants (if any) and other experts that may be employed from time to time by the Issuer.

Section 3. Based on the information developed by or other information available to the Municipal Advisor, the Municipal Advisor will submit its recommendations on the financing of the proposed public improvements and projects. The Municipal Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment, and the necessary security provisions designed to make the issues attractive to potential investors. All recommendations will be based on the Municipal Advisor's experience as to how the debt obligations can best be sold under terms most advantageous to the Issuer, and at the lowest interest cost.

Section 4. In preparing any plan of financing, and in all other services rendered by the Municipal Advisor under this Agreement, it is hereby understood that the Municipal Advisor may rely upon any written data or reports furnished to the Municipal Advisor by the Issuer or its authorized representatives. The Mayor and City Administrator agree to make available to the Municipal Advisor any data, reports, or Issuer personnel for conferences and consultations as may

be necessary for the formulation of any financing plans.

Section 5. The Municipal Advisor shall ensure that all the necessary resolutions are prepared for adoption in preparation for the sale and issuance of the bonds, loans and/or notes and that all other necessary proceedings are prepared and executed to complete each sale.

Section 6. The Municipal Advisor will advise on current market conditions, forthcoming bond, loans and note issues, federal tax law considerations, and other general information and economic data which might normally be expected to influence the interest rates or other bidding or sale conditions, so that the date for the sale of the bonds, loans and/or notes can be set at a time, which in the Municipal Advisor's opinion will be most favorable to the Issuer.

Section 7. The Municipal Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, acceptable to the Issuer and the purchaser(s), for their approving legal opinion(s) on the bonds.

Section 8. In connection with any bond sale, the Municipal Advisor shall prepare a “near final” Preliminary and Final Official Statement substantially in accordance with the standards recommended by the Government Finance Officers Association (the “GFOA”) and will make a national distribution of such “near final” Preliminary Official Statements to potential bidders or purchasers for the bonds and to other interested parties and will furnish the successful bidder(s) or purchasers a reasonable amount of final Official Statements within seven (7) business days from the sale date as required by the Securities and Exchange Commission Rule 15c2-12.

Section 9. The Municipal Advisor will prepare and assemble all necessary information concerning the Issuer for submission to and consideration by one or more of the major rating services (Moody's Investors Service, Inc., and/or Standard & Poor's Rating Services, and/or Fitch

Ratings) in connection with a bond sale either independently or in connection with the use of credit enhancement if in the opinion of the Municipal Advisor, such rating(s), would prove to be economically beneficial to the Issuer. The Municipal Advisor will arrange for conferences or meetings (if necessary) with appropriate personnel analyzing the proposed bond issue(s) in anticipation of a rating(s) on such bonds.

Section 10. The Municipal Advisor will advise the Issuer on the use of credit enhancement instruments available from municipal bond insurers or others and provide assistance in seeking such insurance or credit enhancement if in the opinion of the Municipal Advisor, such credit enhancement instrument would prove to be economically beneficial to the Issuer.

Section 11. The Municipal Advisor will engage a major commercial bank in Tennessee (after receiving approval from the Mayor or City Administrator), to serve as the Issuer's Registrar, Paying Agent and Escrow Trustee, if required.

Section 12. The Municipal Advisor will prepare forms and coordinate the submission of all advertisements concerning the sale and issuance of bonds and notes as required by law.

Section 13. If the Issuer and the Municipal Advisor determine that it is advantageous to the Issuer to refund any presently outstanding bonds, loans and/or outstanding notes, the Municipal Advisor will submit a plan of refunding and a computation of projected costs savings, if applicable, to the Director for the Office of State & Local Finance for review as required by Section 9-21-1003, Tennessee Code Annotated.

Section 14. The Municipal Advisor will furnish a representative at the sale to assist and advise the Issuer officials in receiving bids or pricing levels and will tabulate all bids or pricing as well as perform computer verification of the mathematical accuracy of said bids or pricing and the

compliance of all bids with the published requirements of the sale, if applicable. In addition, the Municipal Advisor will assist and advise the Issuer in the awarding of the bonds to the successful bidders or purchasers.

Section 15. The Municipal Advisor will supervise all closing proceedings so as to ensure the quickest possible delivery of the debt obligations to the purchaser or purchasers, including having the bond forms printed and ready for signatures of the proper officials.

Section 16. After the sale, the Municipal Advisor will deliver to the Issuer, the Registrar/Paying Agent and/or appropriate officials, a schedule of debt service requirements on the debt obligations.

Section 17. The Municipal Advisor will calculate the “Bond Yield” based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the Issuer on the maximum allowable yield on such debt obligations. If requested, the Municipal Advisor will advise the Issuer on the investment of the proceeds of debt obligations so as to maximize the arbitrage potential under applicable existing laws.

Section 18. The Municipal Advisor will prepare State Form CT-0253, “Report on Debt Obligations” for execution and submission to the State Comptroller's Office by the Issuer and a representative of the Municipal Advisor pursuant to Section 9-21-151, Tennessee Code Annotated within forty-five (45) days after the issuance of any bonds or notes with a maturity of greater than one (1) year.

Section 19. The Municipal Advisor will prepare or cause to be prepared Form 8038-G “Information Return for Tax-Exempt Governmental Bond Issues” and file or cause to be filed the report with the United States Department of the Treasury on or before the 15th day of the second

calendar month after the close of the calendar quarter in which any debt is issued.

Section 20. The Municipal Advisor will maintain all required registrations with the Securities and Exchange Commission (“SEC”) and the Municipal Advisor will disclose on <https://dc.aws-sec.akadns.net/cgi-bin/browse-edgar?action=getcompany&CIK=0001622156&owner=exclude&count=40> any legal or disciplinary events, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation, and other detailed information. The Issuer may electronically access the Municipal Advisor’s most recent Form MA and each most recent Form MA-I filed with the Commission at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

As of the date of this agreement, Cumberland Securities Company, Inc. has never had legal or disciplinary event.

Section 21. The Issuer will be responsible for paying all of the normal bond issuance costs and fees. The normal bond issuance costs that the Issuer will pay will include the following: Bond Counsel fees, registration and paying agent's initial acceptance fees; bond printing costs; any rating agency's fees not associated with bond insurance; costs of preparation, printing and distribution of the Preliminary and Final Official Statements, and all legally required publication costs and if a refunding is involved the acceptance fee of the Escrow Agent and the fee of an accounting firm to verify the accuracy of the escrow fund to defease the bonds or notes being refunded. The Municipal Advisor will bill the Issuer and pay on the Issuer’s behalf the above referenced issuance cost unless the Issuer requests to handle such payments itself. It is expressly understood that the Issuer will be responsible for all compensation due (if any) to the Issuer’s Attorney, other independent consultants engaged by the Issuer, the annual fees of the Registration and Paying

Agent, the annual fee payable to the Municipal Advisor for also serving as the Dissemination Agent and if the Issuer so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Issuer to enhance the sale of the bonds.

Section 22. In addition to the bond issuance cost outlined in Section 21 above, the Issuer agrees that in consideration for the services rendered by the Municipal Advisor at its expense, the Issuer shall pay or cause to be paid to the Municipal Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Municipal Advisor fee for all debt obligations will be mutually agreeable between the Issuer and the Municipal Advisor pursuant to a Fee Letter. The fee for any Municipal advisory activity that does not involve any specific financing by the Issuer, will also be mutually determined by the Municipal Advisor and the Mayor in consultation with the City Administrator and Assistant City Administrator for Finance and Administration, or the individuals holding the equivalent positions, pursuant to a Fee Letter with Council approval.

Under a contingent fee form of compensation, payment of the Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Issuer, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Municipal Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Municipal



Advisory Agreement, the Municipal Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Issuer before its own.

Section 23. Fees charged for note issues shall be mutually agreed to by the Municipal Advisor and the Mayor in consultation with the City Administrator and Assistant City Administrator for Finance and Administration, or the individuals holding the equivalent positions, at the time of sale and delivery of the notes with Council approval.

Section 24. The Municipal Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. We will not (i) provide any assurances that any investment made in connection with the Bond or otherwise during our engagement is the best possible investment available for your situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Bonds or an investment fails to close or for default of same.

Section 25. THIS AGREEMENT shall remain in full force and effect concerning the City's issuance of the Bonds from the date of its execution by the parties hereto, unless either of the parties hereto, shall notify the other party in writing of its desire to terminate this Municipal Advisory Agreement. In the event either party to this Municipal Advisory Agreement elects to terminate the agreement in regard to the City's issuance of the Bonds, such termination shall occur thirty (30) days after the date of written notice delivered to the other party. Upon termination of this Municipal Advisory Agreement by the City, the Municipal Advisor shall be paid the fee in

full that would be due for all work completed up to the date of cancellation and authorized by the Mayor, City Administrator and City Council.

*{Balance of Page Intentionally Left Blank}*

Section 26. This Agreement shall take effect immediately.

This \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
Gary Chesney  
Mayor,  
City of Morristown, TN

By: \_\_\_\_\_  
Anthony W. Cox  
City Administrator  
City of Morristown, TN

CUMBERLAND SECURITIES COMPANY, INC.

By: \_\_\_\_\_  
Chris Bessler  
Senior Vice President  
Cumberland Securities Company, Inc.

# Purchase Order

## CITY OF MORRISTOWN

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Fiscal Year 2019

Page 1

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

Purchase  
Order #

19000714-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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TT OF F MURFREESBORO INC  
FORD OF MURFREESBORO  
1550 NW BROAD STREET  
MURFREESBORO, TN 37129-1709

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
615-631-1248		615-896-7857	19000722	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/24/18	005990				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
001	ORIGINAL  2019 FORD F-550 CREW CAB CHASSIS XL 4WD 179WB 6.8 LITER V-10 GAS, 6 SPEED TRANSMISSION EXTERIOR:OXFORD WHITE INTERIOR: MEDIUM GRAY VINYL *STATEWIDE CONTRACT # 209* 43140-971	1.00 EACH	39353.00000	39,353.00	
002	SPARE TIRE, WHEEL & JACK 43140-971	1.00 EACH	350.00000	350.00	
003	POWER EQUIPMENT GROUP 43140-971	1.00 EACH	1125.00000	1,125.00	
004	EXTERIOR BACKUP ALARM (PRE-INSTALLED) 43140-971	1.00 EACH	140.00000	140.00	
005	SNOW PLOW PREP PACKAGE 43140-971	1.00 EACH	185.00000	185.00	
006		1.00 EACH	100.00000	100.00	

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

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

# Purchase Order

Fiscal Year 2019

Page 2

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

Purchase Order # **19000714-00**

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

**Tax Exempt #62-6000369**

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TT OF F MURFREESBORO INC  
FORD OF MURFREESBORO  
1550 NW BROAD STREET  
MURFREESBORO, TN 37129-1709

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

Vendor Phone Number 615-631-1248		Vendor Fax Number 615-896-7857	Requisition Number 19000722	Delivery Reference/Contact ASHLEY AHL	
Date Ordered 09/24/18	Vendor Number 005990	Date Required	Interoffice Delivery		Department/Location 41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
007	TRANSFER CASE SKID PLATES 43140-971		100.00	1.00 EACH	295.00000 295.00
008	UPFITTER INTERFACE MODULE 43140-971		295.00	1.00 EACH	270.00000 270.00
009	TRAILER BRAKE CONTROLLER 43140-971		270.00	1.00 EACH	445.00000 445.00
010	PLATFORM RUNNING BOARDS 43140-971		445.00	1.00 EACH	175.00000 175.00
011	110V/400W OUTLET 43140-971		175.00	1.00 EACH	11811.83000 11,811.83
012	KNAPHEIDE SERVICE BODY 6108D54 43140-971		11,811.83	1.00 EACH	360.00000 360.00
	LIMITED SLIP W/4.88 AXLE RATIO 43140-971		360.00		
				PO Total	54,609.83

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

**VENDOR COPY**

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

TT of F Murfreesboro Inc  
1550 NW Broad St

Murfreesboro, TN 37129

Vendor ID: 0000141024

**Contract Number: 000000000000000000056446**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000179934  
*Police Vehicles, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOM-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-002  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179936  
*Minivan and Full-size Vans (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-003  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179937  
*Sport Utility Vehicles (SUVs), Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-004  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 5**

Item ID: 1000179938  
*Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-TTOF-005  
Manufacturer Item #:  
Unit Price: \$ 0



**Line 6**

Item ID: 1000179941

*Optional Equipment, Generic SWC209 Asset*

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOF-008

Manufacturer Item #:

Unit Price: \$ 0

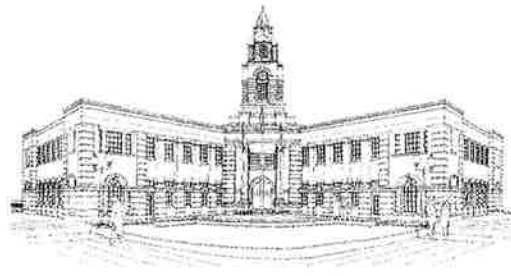
APPROVED: **Michael F.  
Perry - KH**  
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry - KH  
DN: cn=Michael F. Perry - KH, o=State of  
Tennessee, c=General Services  
User: Central Procurement Office  
email=Mike.Perry@proc.state.tn.us  
Date: 2017.10.03 11:02:18 -0500

BY: 

PURCHASING AGENT

10/3/2017  
DATE



## Morristown City Council Agenda Item Summary

**Date:** September 14, 2018

**Agenda Item:** Approval of Bid - Desktop Computer Bid

**Prepared by:** Joey Barnard, Assistant City Administrator

**Subject:** Desktop Computer Bid

**Background/History:** Certain City employees' utilize a desktop computer rather than a laptop to perform tasks essential to their jobs. The City of Morristown ensures that the number of machines (desktop/laptop) are assigned according to the employees' essential duties and minimizes the number of employees that rely on a both a desktop and a laptop. It occasionally becomes necessary to update outdated or inefficient machines.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on August 28, 2018 and on August 30, 2018 and in the Knoxville News Sentinel on August 28, 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 Wednesday, September 12, 2018 at 2:00 P. M. We received nine (9) responses.

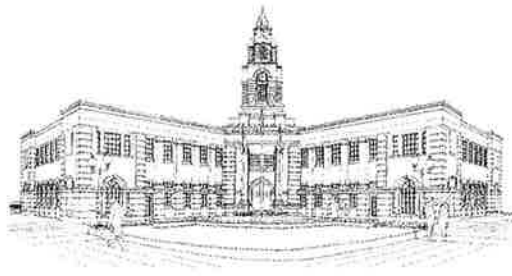
**Financial Impact:** In the 18-19 budget, \$15,000 is appropriated for the replacement of antiquated or unrepairable computers. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by CDW Government LLC. It should be noted that three bids are lower. Two bids do not include the recommended warranty. The other bid is \$38.89 less per unit, but it is IT's recommendation to go with the Dell machine.

**Attachments:** Copy of the Bid Tabulation

**City of Morristown  
Desktop Computer Bid Tabulation  
Wednesday, September 12, 2018; 2:00 PM**

<b>Bidder</b>	<b>Make and Model</b>	<b>Unit Price</b>
Layer 7 Data	Dell OptiPlex 5060 SFF	\$1,255.72
London Technology Services, LLC	Dell OptiPlex 5060 HDD	\$1,244.99
London Technology Services, LLC	Dell OptiPlex 5060 SSD	\$1,169.99
London Technology Services, LLC	Dell OptiPlex 5060	\$1,119.99
Zones, LLC	OptiPlex 5060 SFF	\$1,095.17
CDW Government LLC	Dell OptiPlex 5060 SFF	\$ 878.89
Alpha Technologies USA Inc	Dell OptiPlex 5000 5060 SFF	\$ 865.00
Technology Express SOS Computers, LL	Dell OptiPlex 5060 SFF	\$ 849.00
Pomeroy	HP Prodesk 600 G4	\$ 840.00



## Morristown City Council Agenda Item Summary

**Date:** September 14, 2018

**Agenda Item:** Approval of Bid - Laptop Computer Bid

**Prepared by:** Joey Barnard, Assistant City Administrator

**Subject:** Laptop Computer Bid

**Background/History:** It has become increasingly necessary to convert to laptop computers to reduce the amount of users relying on both desktop and laptop machines. Integrating laptops will give City employees' the opportunity to be more efficient and productive.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on August 28, 2018 and on August 30, 2018 and in the Knoxville News Sentinel on August 28, 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 Wednesday, September 12, 2018 at 2:30 P. M. We received nine (9) responses.

**Financial Impact:** In the 18-19 budget, \$15,000 is appropriated for the replacement of antiquated or unrepairable computers. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff. Converting to laptop computers will reduce the number of employees relying on both a desktop and laptop machine and in turn save taxpayer dollars.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by CDW Government, LLC. It should be noted that four bids are lower. Two of the bids do not include the recommended warranty. The remaining two bids do not meet specifications.

**Attachments:** Copy of the Bid Tabulation

City of Morristown  
Laptop Computer Bid Tabulation  
Wednesday, September 12, 2018; 2:30 PM

Bidder	Make and Model	Unit Price
Layer 7 Data Solutions	Dell Latitude 5490	\$ 2,411.57
Alpha Technologies USA Inc	Lenovo ThinkPad T470p	\$ 1,659.00
London Technology Services LLC	Dell Latitude 5490	\$ 1,590.68
Zones, LLC	Dell Latitude 5490	\$ 1,485.33
CDW Government LLC	Dell Latitude 5490	\$ 1,380.84
Novatech, Inc.	Dell Latitude 5490	\$ 1,355.00
Technology Express SOS Computers LLC	Dell Latitude 5490 BTX	\$ 1,279.99
Troxell Communications, Inc.	ASUS P2540UBXB71	\$ 893.68
Pomeroy	HP Probook 640 G4	\$ 893.00

# **AIA® Document G701™ – 2017**

## **Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> Petoskey Plastics - Site Improvements - Phase II 5725 Commerce Blvd. Morristown, TN 37814	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: July 12, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 1  Date: September 25, 2018
<b>OWNER:</b> <i>(Name and address)</i> City of Morristown Office of Finance 100 W. First North Street Morristown, TN 37814	<b>ARCHITECT:</b> <i>(Name and address)</i> George Armour Ewart, Architect 404 Bearden Park Circle Knoxville, TN 37919	<b>CONTRACTOR:</b> <i>(Name and address)</i> Burke-Ailey Construction Co., Inc. P.O. Box 1644 Morristown, TN 37814

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

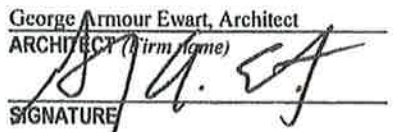

Add for cement stabilization of silo: \$2,100.00  
 Add for additional export of soil and lay back for revised silo foundation: \$4,380.00  
 Add for future additional mobilization: \$2,750.00  
 (Hold in contract storm drainage installation in rail area: \$18,250.00)

The original Contract Sum was	\$ 387,840.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 387,840.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,230.00
The new Contract Sum including this Change Order will be	\$ 397,070.00

The Contract Time will be increased by Two Hundred Fifty-Two (252) days.  
 The new date of Substantial Completion will be June 19, 2019

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### **NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

George Armour Ewart, Architect <b>ARCHITECT (Firm Name)</b>  <b>SIGNATURE</b> George A. Ewart, AIA, Owner/Architect <b>PRINTED NAME AND TITLE</b> 9/25/18 <b>DATE</b>	Burke-Ailey Construction Co., Inc. <b>CONTRACTOR (Firm Name)</b>  <b>SIGNATURE</b> Ron Ailey, Vice President <b>PRINTED NAME AND TITLE</b> 9-26-18 <b>DATE</b>	City of Morristown, Office of Finance <b>OWNER (Firm Name)</b>  <b>SIGNATURE</b> Joey Barnard, Finance Director <b>PRINTED NAME AND TITLE</b>  <b>DATE</b>
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**From the Desk of**

**Debbie Stamey**

**Deputy Clerk/Executive Assistant**

**(423) 585-4603**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Mayor and City Council

**RE:** APPOINTMENT OR RE-APPOINTMENT OF BOARD/COMMISSION  
MEMBER

**DATE:** September 29, 2018

The following Board/Commission Member's term will expire on October 17, 2018. This is a City Council appointment or re-appointment to the Morristown/Hamblen County Solid Waste Disposal System for a three (3) year term to expire on October 17, 2021, scheduled for the October 2, 2018 City Council meeting; term expiring: Tony Cox.

Mr. Cox has been contacted by staff and has expressed a willingness to continue serving on this board.



**AGREEMENT FOR REIMBURSEMENT FOR COST OF TRAINING  
IN EVENT OF RESIGNATION**

I understand and agree that in consideration of my employment by the City of Morristown for the Police Department that I will reimburse the City of Morristown for all costs and expenses related to my training to become a \_\_\_\_\_ subject to the following terms and conditions:

(1) In the event I voluntarily resign from the City of Morristown during the two years after completion of the basic recruit training required to become a certified police officer, I agree to repay all the costs and expenses incurred by the police department on prorated basis. For each month I am employed after completion of the basic police recruit training, the amount owed the city will be reduced by 1/24.

(2) I understand and agree that the costs and expenses incurred by the City of Morristown for my training is \$\_\_\_\_\_, and that I will repay this amount pursuant to the above referenced terms and conditions (See attached itemized cost of training).

I understand that this Agreement does not constitute an employment contract. I understand that this Agreement does not grant me any rights or benefits from the City of Morristown and does not require City of Morristown to offer me a position as a certified police officer or change the status of any probationary period. I understand that if I successfully complete the basic recruit academy training required to be certified that this Agreement does not alter or affect any other terms or conditions of my employment with the City of Morristown.

I understand that if it becomes necessary to enforce this contract and judgement is entered against me, I will pay all costs and expenses incurred by the City of Morristown including reasonable attorney fees.

The itemized list of costs of training attached to this agreement is incorporated by reference in this contract as if fully set out herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Signature

ITEMIZED COSTS OF TRAINING \_\_\_\_\_

Listed below are the costs for tuition and any other reimbursable expenses relating to training costs:

Other reimbursable expenses

Total

I have read and understand the above listed costs for my training and agree to the total listed.

Employee	Date	Department Head	Date
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Human Resources	Date	City Administrator	Date
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# Special Duty Units

Presentation to Morristown City Council  
October 2, 2018

The City of Morristown has 17 special duty units within the police department. Many of these special duty units were strengthened or developed following the September 11, 2001 terrorist attacks. Federal and state funds were made available to equip and train the units to enhance operational readiness. The tactical response units have been recognized by the Tennessee Governor's Office of Safety and Homeland Security as regional response units. Individuals serving these units must be highly trained, competent, and well equipped. Members of these teams remain on-call and ready to respond 24 hours a day 7 days a week.

In addition, other special duty units increase our ability to provide enhanced police services and a safer, more stable community. Members of these non-tactical teams are on-call on a rotating basis.

Please see attached specific information about all of our special duty units. I look forward to the opportunity to discuss the vital functions of these units with you.

## Morristown Police Department Special Duty Units

***No officer may exceed \$1,000 per year in special assignment pay regardless of the number of units served on.***

### **CHILD ABUSE AND SEXUAL EXPLOITATION INVESTIGATIONS** **\$500 yearly**

This unit consists of specially trained individuals for dealing with victims of abuse and sexual exploitation. Members are on call on a rotating schedule to respond to victims immediately at the hospital.

Vicki Arnold	Michael Morrison	Devin Cribley
June Cosson	Mike Bacon	Michael Voccola
Diana Pierce	David Griffith	Josh England

### **CRIMINAL APPREHENSION UNIT** **\$500 yearly**

These officers are on call on a rotating basis to respond to high priority investigations to help locate suspects, witnesses and missing persons. Members must complete specialized training in interview and interrogation and criminal investigations.

Matt Stuart	Michael Voccola	Ronald Sanchez
David Hancock	Matt Webb	Blake Zion

### **CRIME SCENE TEAM** **\$500 yearly**

Must complete a 40 hour crime scene processing course, and 8 hours of Forensic Team training annually within the department. Members are on call on a rotating basis to respond to crime scenes to collect and preserve evidence at the scene for documentation and court presentation.

Diana Pierce	Ricky Sanders	Todd King
Zach Jones	Mike Bacon	David Klein
Jason Young	Cory Harrison	Brad Jacobs
Dustin Jones	David Griffith	Chaz Story
Michael Morrison	George Ward	Adam Winstead
Andrew Wice	Darrin Burchfield	Ron Sargent
Sam Swatzell	Todd Davidson	

### **CRITICAL INCIDENT STRESS DEBRIEFING** **\$250 yearly**

This unit provides trained individuals for responding to and assisting officers involved in critical incidents and/or officers in need of assistance as the result of a critical incident. Completion of 32- hour course of critical incident stress debriefing for law enforcement is required. Debriefers are on-call to respond anytime an officer is involved in a critical incident.

Michael Giles  
Pete Shockley

## Morristown Police Department Special Duty Units

### C.V.S.A. OPERATORS

\$500 yearly

Requires completion of a certified examiners course in truth verification and re-testing every two years. These members are on-call to be available any time truth verification testing is required in a critical investigation.

Ron Sargent  
Michael Morrison

### E.O.D. UNIT

\$500 yearly

Members of this unit are on-call at all times for the handling, transporting, dismantling, defusing or destruction of an actual or suspected explosive devices. Requires completion of 8 weeks of hazardous devices training and 16 hours of monthly training.

Chris Blair	David Griffith	Troy Wallen
Lloyd Crocker (Auxiliary)	Dustin Jones	Robert Jacobs

### FIELD TRAINING OFFICERS

\$500 yearly

This unit is designed to provide efficient and effective one on one training for new employees in the field by providing supervision, direction, and guidance to new employees assigned to team members. FTOs will typically have an officers assigned to them in one-month rotations. Requires completion of a 40 hour field training officer certification, a 40 hour instructor development training, and attend scheduled meetings.

David Gulley	Dustin Jones	Brad Jacobs
Derrick Johnson	Matt Stuart	Vicki Arnold
Cory Harrison	Michael Voccola	Robert Jacobs
Ron Sargent	David Klein	Gary Bean
Travis Stansell	Jason Young	Greg Hall

### HONOR GUARD

\$250 yearly

This unit provides honor guard personnel for special events such as funerals, graduations, civic meetings and various parades. Members are required to complete 16 hours of training annually and be available for events as scheduled, often outside of regular duty hours.

Chris Hall	Ron Sargent	Brad Rice
Travis Stansell	Derrick Johnson	Tracy Bowman
Chuck Letterman	George Ward	Jackie Everhart
David Klein	Matt Webb	David Griffith
Nathan Cruey	Jonathan Maxey	Josh Price
Josh Akard	Josh England	Greg Hall

## Morristown Police Department Special Duty Units

### **HOSTAGE NEGOTIATION**

**\$500 yearly**

This unit provides crisis intervention and verbal de-escalation in incidents involving barricaded subjects, hostage takers and individuals threatening suicide. Members are required to complete 40 hours of basic and 40 hours of advanced crisis negotiations certification and attend annual training. Members are on-call to respond anytime to critical scenes to help provide incident resolution and prevent loss of life.

Nathan Antrican  
Chris Hall  
Todd Davidson  
Dustin Reed

Travis Stansell  
Mike Bacon  
Michelle Jones  
Adam Winstead

Craig Jarnagin  
Jackie Hickey  
Billy Gulley

### **INTERNET CRIMES AGAINST CHILDREN**

**\$500 yearly**

Officers on this unit must completion of a 30 hour ICAC investigation techniques class and 30 hour class in computer forensics examinations. Members of this unit conduct proactive investigations based upon cyber tips as well as respond to incidents involving online crimes and sexual exploitation of children.

Christian Newman  
Josh Akard

Vicki Arnold  
Brad Jacobs

Ricky Sanders

### **K-9 OFFICERS**

**\$500 yearly**

Members of this unit are responsible for assisting in the detection of narcotics and explosives as well as tracking of suspects and lost persons. Members of this unit are on-call on a rotating schedule. Officers also participate in community events and drug abuse prevention presentations. Training required includes the completion of a K-9 handler's course, 16 hours of monthly training, and maintaining annual certification.

Dan Cliff  
Paul Pressley

Brad Rice  
Blake McCarter

Lucas Watson

### **LATINO COMMUNITY LIAISON/TRANSLATORS**

**\$500 yearly**

This unit is comprised of officers which demonstrate fluency in one or more secondary languages and receive a minimum of 40 hours of training in criminal procedures and investigations. They are on-call to respond any time an incident requires translation skills to appropriately investigate crimes involving non or limited English speaking individuals. Some members of this unit assist in preparing and distributing bilingual pamphlets on special topics of interest to the Latino community. One member is utilized to communicate with hearing-impaired individuals through American Sign Language.

Kenneth Hinkle  
Jason Young

Paul Pressley  
Julio Ortiz

Al Herrera



## Morristown Police Department Special Duty Units

### **TENNESSEE METHAMPHETAMINE TASK FORCE**

**\$500 yearly**

Members of this unit are on-call to respond any time a clandestine methamphetamine lab or other hazardous narcotics operation is detected. Officers are required to complete 40 hours of clandestine laboratory investigations and maintain yearly certification. This unit is responsible for removing dangerous materials associated with meth manufacture and assist in the decontamination of exposed officers and individuals. These officers also assist in the prosecution of these cases.

Chris Blair  
Jackie Everhart

Gary Bean

Jackie Hickey

### **TRAFFIC CRASH INVESTIGATION TEAM**

**\$500 yearly**

All patrol officers conduct basic traffic crash investigations. Members of this unit must complete 40 hours of basic traffic crash investigations and 80 hours of advanced traffic crash investigations. Members are on-call on a rotating basis and are responsible for traffic crash investigations involving fatalities, major injury and/ or a large amount of property damage / reconstruction, traffic crash documentation and traffic crash charges, and court testimony. These members also instruct basic crash investigation for new officers.

Brian Sulfridge  
Ron Sanchez

Kenneth Hinkle  
Craig Jarnagin

David Gulley

### **SPECIAL RESPONSE TEAM**

**\$500 yearly**

This unit provides specially trained officers and equipment on call at any time to assist with critical incident response to events such as barricaded individuals, hostage situations, high risk warrants and active shooters. Members must complete 40 hours of basic SWAT Training and 8 hours of monthly training.

Dustin Jones  
Paul Pressley  
David Griffith  
Todd King  
Cory Harrison  
Matt Webb  
David Klein

Ron Sanchez  
Gary Bean  
Blake McCarter  
Robert Jacobs  
Pete Shockley  
Jason Young  
Bill Black

Drew Cothorn  
Derrick Johnson  
Darrin Burchfield  
Jordan Wilson  
Clyde Short  
Drew Slemph

### **PUBLIC INFORMATION OFFICERS**

**\$500 yearly**

This unit is comprised of specially trained personnel on-call any time to interface with various media outlets and to provide new releases on departmental activities and/or events. Members of this unit must complete a course in public information for law enforcement and participate in yearly training.

Michelle Jones  
Karen Rich

Brian Sulfridge

Natalie Pugh



## Morristown Police Department Special Duty Units

### **CERTIFIED ADMINISTRATIVE PROFESSIONAL/ PUBLIC CERTIFIED SECRETARY \$250 yearly**

Members of this city-wide program have earned a voluntary credential from the International Association of Administrative Professionals. Recertification is required every five years, and continuing education classes are required.

Bonnie Langdon

The city has historically paid emergency medical technicians a stipend in the bi-weekly paycheck. This program was in place prior to the development of the special duty units.

### **EMERGENCY MEDICAL TECHNICIAN (Included in bi-weekly pay check)**

Clyde Short

# Overview of FD Incentive Pay

---

Mayor and Council,

For informational purposes, I submit the following breakdown of pay incentives and descriptions of Fire Department special duty teams, programs and assignments. Hopefully, the overview enhances your understanding of incentive programs currently available to conscientious, hardworking, high achieving fire department personnel.

## **Special Duty Pay:**

Current special duties include Arson Investigator, Child Restraint Seat Technician, Computer Technician, CPR Instructor, Fire Inspector, Fire Safety Educator, Haz-Mat Technician, Honor Guard, and Training Officer Assistants. The monetary amounts for incentives are based on factors discussed herein.

**\$250.00** incentive eligibility is based on either an initial required certification with ongoing recertification through the State of TN or other agencies and may require attendance of monthly training. Each specialty has potential for emergency recall availability.

- 1) **Arson Investigator:** Fire cause investigation is part of our annual Benchmarking survey and is also an indicator of professional services provided by a department. The Benchmarking survey measures how many reported structural fires are investigated each year, along with how many of those fires result in the Cause and Origin being determined. One (1) FD employee is certified as an Arson Investigator and is also recognized as an expert witness in Court. Having an investigator in-house has proven valuable through the years, and this particular management approach keeps us relatively independent from seeking outside help on a continual basis and further ensures more than a novice approach to fire cause determination in our community. We annually send three (3) additional employees to arson/cause and origin training for the purpose of providing trained, skilled help with initial fire scene investigations; none of the three (3) is certified. To become certified requires an individual to attend a State or other certifying agency approved class, a successful challenging of the end of course written exam and maintenance of required training standards coupled with hands-on experience.

- 2) **Fire Inspector:** In addition to the Fire Marshal, we have four (4) employees licensed as Fire Safety Inspectors through the State of TN. These individuals assist in annual inspections of all businesses, industries, etc. in our jurisdiction. The number of inspections conducted, along with the number of corrected code violations are part of the Benchmarking survey, more importantly; this job function is surveyed for ISO grading. Keep in mind, we once had an Assistant Fire Marshal to help with the workload, but the position has not been funded in recent years. The Fire Marshal is not eligible for the incentive in this category as it's obviously his job description. To become certified/ licensed through the State requires the individual to attend a State approved two week course, followed by the successful completion of a written test. Afterward, the candidate must complete 36 hours of approved training during each 36 month interval.
- 3) **Haz-Mat Team:** The Team consists of eighteen (18) members spread across 3 shifts. They attend a minimum of 4 hours of required training per month and take necessary steps to retain their certification through TEMA. Having a specialized team was highly influential in receiving a grant to obtain the Haz-Mat Response Truck (housed at station 6) through a government assistance program. As part of that grant, our team is charged with responding to surrounding counties within Homeland Security District 2 for assistance with Haz-Mat incidents. Members of the Team receive specialized training in dealing with hazardous materials through team operations. (An example would be an 80 hour Fire Chem Class attended by most members.) Team members have also attended a variety of training programs in Nevada, New Mexico, Alabama and TN. The number of properly trained technicians is important when responding to a potential hazardous incident as a safe, secure scene requires establishing several initiatives. These include; defining a hot zone, ensuring work is accomplished in teams of two (minimum) with a backup team of at least two, setting up a safe parameter, a decontamination area, along with a recovery area and other essential elements of scene mitigation. Morristown is an industrial community with major highways crisscrossing our jurisdiction, providing avenues of transporting many materials, some of which are hazardous. Additionally, a railroad runs through the heart of our city with transports of potentially dangerous material. The department's Haz-Mat Team is a viable option for an initial response; they'll be tasked with securing impacted area(s), along with advising and assisting in mitigating unforeseen disasters.

**\$125.00** incentive eligibility is based on specialized training, certificate retention or attendance of specialty events and training sessions. Additionally, the task assists the department, enhances public fire safety education, public relations or general safety and well-being of our citizens; and finally, an individual takes the leadership role of an assigned special duty team.

- 1) **Child Restrain Seat Technician:** The department has three (3) certified technicians who assist parents with properly installing child restrain devices by participating in various community events or instructing those citizens who stop by one of our fire stations for assistance. As a point of information, the department has an agreement with Central Services to install car seats provided to needy parents by that organization. To become a certified technician, individuals attend an initial 32 hour training course and then must achieve 6 hours of ongoing training in a two year period. They must also participate in a community event or Child Restraint Checkpoint in a two year period. The team works in conjunction with East TN Children's Hospital for child seats, literature, Safety Checklists and certificates.
- 2) **Computer Technician:** This individual assists with the multiple entries and enquires for information or reports involving two in-house software packages which track departmental training, certificates, licenses, equipment, maintenance issues and other resources. Additionally, the individual trains other fire personnel in proper use of the pertinent software applications in order for them to complete pertinent assignments.
- 3) **CPR Instructor:** Currently the department has twenty (20) certified instructors with each completing a 4 hour blended class of on-line and hands-on training through the American Heart Association. Each instructor must recertify on a two year basis. The purpose of having such a large number has to do with AHA's required instructor to student ratio of 1 to 6. Experience indicated from the beginning that with varying class sizes, a minimum of 3 instructors needed to be assigned to each of our 3 shifts with additional instructors available in order to meet AHA's class ratio mandates. The availability of instructors is crucial when teaching high school classes of up to 60 enrollees per class. *\*\*This Unit brought >\$13,000 into last year's General Fund.*
- 4) **Fire Safety Educator:** The department currently has four (4) individuals under this category who attend ongoing training in Public Fire Safety Education presentation with focus on appropriate subjects for various age groups. They assist with visits by school groups, etc. to the fire station, along with assisting when their engine company is assigned to participate in school/business/community events. The training they're exposed to at seminars, conferences and lectures go beyond the normal expertise most of their fellow FF's have acquired.
- 5) **Honor Guard:** Has ten (10) participants who represent the department at various public events such as fire station grand opening, ballgames, memorial services, etc. They

gather several times throughout the year to practice and rehearse proper protocols and procedures in order to form an elite Guard.

- 6) **Leadership Assignment of a Special Team:** Five (5) individuals are responsible for planning; scheduling and coordinating all requested events for their particular team, along with ensuring required training mandates are met.
- 7) **Training Officer Assistants:** The department has twelve (12) assistants to the Training Division which is headed up by the Department's Training Officer. Three of the group are certified Extrication Instructors which requires Advanced Extrication Training of 8-16 hours, followed by continuing training of 8 hours every two years through an approved agency. Additionally, an extrication instructor must attend a Train-the-Trainer Course in order to verify their ability to instruct the curriculum which is taught annually to our front-line personnel.

The other nine (9) members assist with recruit school when the recruits are tasked with hands on training scenarios at the various fire department locations in the Upper East TN region. Not all members attend the same day of training evolutions as some are on duty, but all classes are pre-scheduled through the Training Office in order to allow involvement/participation by all members at some point during the 14 week school.

We strive to insure the training group's knowledge and familiarity with the tasks they'll be evaluating, intending for the department to put forth its best efforts.

Secondly, the group serves as a training committee to advise the Training Division on related matters.

The following Special Teams are currently *inactive*, but were originally eligible for the \$125.00 per six (6) month incentive:

- 1) **Chaplains:** We currently have two (2) civilian volunteer Chaplains serving our department who are not eligible for special duty status.
- 2) **Clowns:** When active, the group acts as a Public Education program with training in clowning as an outreach tool for younger age groups. In the past, other departments in the State were employing the same type of outreach. Our group disbanded several years ago.
- 3) **Explorers:** This group was highly successful, earning many State competition awards. One of the young men who came through the program is now employed by MFD and other graduates from our Explorer Post have careers with other Public Safety agencies. The group went into a self-imposed rased in 2009.
- 4) **Urban Search and Rescue:** The group of five (5) received some valuable specialized training for use at the scene of collapsed structures, etc.; however, when the lead Homeland Security District 2 group in Knoxville became inactive, we had no choice but to deactivate our team.

**The maximum amount an individual may be eligible for is \$500.00 per six (6) month time frame;** therefore, an individual could serve on any combination of teams with either the \$250.00 or \$125.00 supplement as long as the maximum of \$500.00 per individual employee is maintained. Also, when the Special Duty Pay supplement was established, the months of submittal for the authorization of pay was determined to be July and December of each FY. The supplement is earned in the *6 months prior to request being submitted. The supplemental pay initiative for specialized duty came about under City Administrator Jim Crumley in approximately 2002/2003.*

#### **Educational Incentives:**

This incentive has been in place for all City employees for many years; they're intended to act both as an encouragement for employees to further their formal education and to reward those employees who do so. In more recent years, as an effort to reduce costs, the initial monetary amount for educational incentives has been cut in half.

Currently, the MFD has **21 employees** eligible for an Associate of Science Degree incentive at a cost of \$15.00 p/month, **17 employees** eligible for the Bachelor of Science Degree at \$30.00 p/month and **1 employee** with a Master of Science Degree at \$45.00 p/month.

#### **EMT or Medical Responder Incentives:**

These became effective in the approximate timeframe of 1996/97 as an attempt to reward individuals for the additional 1<sup>st</sup> Responder duties placed on fire suppression personnel when implementing the program. As you may know, current data reflects approximately 60 - 65% of FD total calls for services are for medical emergencies.

Additionally, the EMT and Paramedic incentive is intended to further encourage fire personnel to attain higher medical certification, hoping to enhance services rendered in the community. Currently, the MFD has **24 employees** certified as **EMT's**, along with **2 Paramedics**; each receive an incentive of \$75.00 p/pay period. Additionally, **57 employees** are certified at the **Medical Responder** level with an incentive of \$50.00 p/pay period.

Thanks,

Bill Honeycutt  
Fire Chief

# MEMO



**PUBLIC WORKS**



@mymorristown.com

City of Morristown

To: Tony Cox, City Administrator

From: Paul E. Brown, Public Works Director

Date: September 27, 2018

## **RE: Public Works Incentive Pay Program**

The Public Works Department is charged with keeping the infrastructure of the City of Morristown operational. This work must be accomplished regardless of the weather conditions or time of day. This also means being called in to work on city observed holidays as well as weekends. Daily operations must be maintained even if emergency or critical incidents occur after hours.

Public Works has certain operations that require either a special license or certification required by State of Tennessee, EPA and OSHA. These items include Blaster License, Forklift Certification, Herbicide Certification and Pesticide Certification.

The Public Works Incentive Pay Program was established on July 1, 2015 to award public works employees who are called back into work for emergency or critical incidents and for the special license and certifications needed for required operations. Five Emergency Response Teams (ERT) and four license/certification categories were created. They are as follows:

- Snow ERT
- Brush ERT
- Sewer ERT
- Street Repair ERT
- Equipment Shop ERT
- Blaster License
- Forklift Certification
- Herbicide Certification
- Pesticide Certification

With the transfer of Sanitary Sewer Division to the Morristown Utility Commission the Sewer ERT and the Blaster License incentive pay categories are no longer applicable.

Attached you will find the city policy concerning the incentive pay program and the latest list of employees that have received incentive pay. Please feel free to call if you have any questions concerning this matter.





**City of Morristown**  
**Public Works Department Incentive Pay Program**

This program has been established to award public works employees called back to work to perform duties related to critical/emergency response issues and for employees that have successfully completed license/certification programs the department must have in the performance of its responsibilities. This program will continue at the discretion of the City Administrator as funds are available to provide for the incentive.

Listed below are the ERT (Emergency Response Team) and License or Certification categories required to qualify for incentive pay. Beneath each ERT, License, and Certification categories are their requirements and an explanation of the category. Employees selected will be recommended by their respective superintendent and approved by the Public Works Director.

**Snow ERT (Emergency Response Team)**

The Snow ERT is currently limited to 20 employees to complete a 3-shift snow removal work force, with the recommendation of the Public Works Director and the approval of the City Administrator this number can be increased or decreased to meet the work load need. Those employees selected for the ERT will be recommended by their respective superintendents and approved by the Public Works Director.

- Members of the Snow ERT are required to respond when called back to work or when a shift must be extended in snow events requiring snow removal.
- The employees selected must possess proficiency in the operation of selective pieces of snow removal equipment.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator as related to the ERT.

**Brush ERT (Emergency Response Team)**

The Brush ERT is currently limited to 9 employees to complete emergency removal of brush and debris from City streets and City owned properties. Those employees selected for the ERT will be recommended by their respective superintendent and approved by the Public Works Director.

- These employees are required to respond when called back to work or when a shift must be extended to work during storm events, traffic accidents, and other critical events that require an emergency response.

- Brush ERT members must possess proficiency in the safe operation of the departments knuckle boom brush trucks, knuckle boom bulk trash trucks, front end loader, and the operation of chain saws and other powered small tools required in the removal brush and large debris.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator as related to the ERT.

### **Sewer ERT (Emergency Response Team)**

The Sewer ERT is currently limited to 8 employees for responses to sanitary sewer system related emergencies. Those employees selected for the ERT will be recommended by their respective superintendent and approved by the Public Works Director.

- These employees are required to respond when called back to work or when a shift must be extended for sewer related emergencies involving sanitary sewer gravity and force mains, manholes, service lines, and emergency clean up as required.
- Sewer ERT members must possess proficiency in the safe operation of the departments excavator, backhoe, front end loader, or other related medium and light equipment that is required for the completion of sanitary sewer related construction.
- Members of the ERT must also demonstrate proficiency in the installation of pipe materials and all safety requirements as they relate to utility construction.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator as related to the ERT.

### **Street Repair ERT (Emergency Response Team)**

The Street Repair ERT is currently limited to 6 employees for responses to street repair and storm sewer emergency issues located on City rights-of-ways and City Properties. Those employees selected for the ERT will be recommended by their respective superintendent and approved by the Public Works Director.

- These employees are required to respond when called back to work or when a shift must be extended to repair or protect street and storm sewer facility damage caused by storm events, accidents, and other occurrences.

- Street Repair ERT members must possess proficiency in the safe operation of the department's excavator, backhoe, loader, or other heavy and medium equipment require in the maintenance of streets and storm sewer facilities.
- Members of the ERT must also demonstrate proficiency in the placement of concrete, asphalt, and storm sewer materials as well as all safety requirements as they relate to utility construction.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator as related to the ERT.

### **Equipment Shop ERT (Emergency Response Team)**

The is currently limited to 6 employees for responses to equipment repair needs required during snow removal events, as required by the City's Public Safety Departments, and other repair needs required during Public Works emergency responses. Those employees selected for the ERT will be recommended by their respective superintendent and approved by the Public Works Director.

- These employees are required to respond when called back to work or when a shift must be extended to repairs to City equipment during Public Works emergency responses and Police and Fire Department needs.
- Equipment Shop ERT members must possess proficiency in the repair and safe operation of the Public Works and Public Safety equipment.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator as related to the ERT.

### **Blaster License**

For the benefit of the City of Morristown 5 employees in the Public Works Department are required to possess a Blasters License. The State of Tennessee Department of Insurance and Commerce requires the department itself to have a license and any personnel using explosives must also carry a license. Employees selected for Blasters License will be recommended by the Public Works Superintendent and approved by the Public Works Director.

- These employees are required to take courses in the use of explosives and pass the blasters exam.
- They will also attend training sessions and seminars to obtain the 16 continued education credits (every three years) as required for license renewal.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator.

### **Forklift Certification**

For the benefit of the City of Morristown 12 employees of the Public Works Department are required to possess Forklift Certification. The Occupational Safety and Health Administration require operators maintain this certification. Employees selected for Forklift Certification will be recommended by their superintendent and approved by the Public Works Director.

- Training shall consist of a combination of formal instruction, lecture, interactive computer learning, video tape, written material and practical training.
- Each employee shall be evaluated and tested according to OSHA compliance.
- These employees will use this training for their own divisions and assist the purchasing division as needed.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator.

### **Herbicide Certification**

For the benefit of the City of Morristown 3 employees of the Public Works Department are required to possess a Category 6 Certification. The Tennessee Department of Agriculture requires all applicators of herbicides to pass a core exam and complete 18 hours of continuing education every three years. Employees selected for Herbicide Certification will be recommended by the Sanitation Superintendent and approved by the Public Works Director.

- These employees must successfully complete the exam and the continued education as required. The employees must safely mix and apply herbicides along City rights-of-way and City properties according to EPA standards.

- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator.

### **Pesticide Certification**

For the benefit of the City of Morristown 4 employees of the Public Works Department are required to possess a Category 8 Certification (Public Health/Mosquito Control). The Tennessee

Department of Agriculture requires all applicators of pesticides to pass a core exam and complete

18 hours of continuing education every three years. Employees selected for Pesticide Certification will be recommended by the Sanitation Superintendent and approved by the Public Works Director.

- These employees must successfully complete the exam and the continued education as required. The employees must safely mix and apply pesticides along City rights-of-ways and City properties according to EPA standards.
- The employee's qualifications, performance, behavior, and attendance will be considered when making selections.
- Selected employees are further required to complete all safety and other related training required by the Public Works Safety and Training Coordinator.

### **Removal from Incentive Pay**

Employees will not be placed or will be removed from a category:

- They fail to qualify for the requirements for the particular category.
- They no longer meet the requirements of a category.
- They fail to respond to a call out as part of their ERT two or more times during the fiscal year. With exception of personal emergencies.
- An employee's performance or behavior results in written disciplinary action
- They leave City employment.

### **Incentive Pay Amounts**

As funds are available the following amounts will be paid each fiscal year.

All Emergency Response Teams:       \$250.00

Blasters License:                         \$500.00

Forklift Certification:                 \$250.00

Herbicide Certification:               \$500.00

Pesticide Certification:               \$500.00

Employees may be eligible for one or more ERT, license, or certification. No employee will receive more than \$1,000.00 in incentive pay each fiscal year.

### **General Notes**

As the Public Works Department's growth and expertise expands the Public Works Director may recommend to the City Administrator additional categories to receive incentive pay.



## INCENTIVE PAY JULY 2018

EMP #	Employee Name	Dept	Yrly	6 mth	Incentive Description
24	Ricky Wolfe	43210	\$ 500.00	\$ 250.00	Snow/Brush
45	Wayne Estes	43130	\$ 500.00	\$ 250.00	ERT, Forklift
68	Jeff Dixon	43140	\$ 500.00	\$ 250.00	Snow ERT, Street Repairs ERT
69	Mike Moyers	43160	\$ 1,000.00	\$ 500.00	Snow ERT, Brush, Pesticide
72	Rodney Ricketts	43160	\$ 250.00	\$ 125.00	Street Signs
74	Rick Daniels	43210	\$ 250.00	\$ 125.00	Snow
76	Gordon Conway	43110	\$ 1,000.00	\$ 500.00	Herbicide, Pesticide, Forklift
82	Dwayne Hayes	43140	\$ 250.00	\$ 125.00	Street Signs
103	Doug Deering	43210	\$ 1,000.00	\$ 500.00	Snow/Brush/Fork L/Pest
166	Steve Peoples	43175	\$ 250.00	\$ 125.00	ERT
219	Mitchell Young	43160	\$ 1,000.00	\$ 500.00	Snow ERT, Brush, Forklift. Street Repairs ERT
224	Joshua Ingram	43120	\$ 250.00	\$ 125.00	Forklift
225	Brian Horner	43293	\$ 750.00	\$ 375.00	Snow ERT, Brush, Street Repairs ERT
235	Adam Padgett	43293	\$ 750.00	\$ 375.00	Snow ERT, Brush, Street Repairs ERT
240	Danny Jamigan	43130	\$ 500.00	\$ 250.00	ERT, Forklift
291	Eddie Long	43160	\$ 750.00	\$ 375.00	Snow ERT, Brush, Forklift. Street Repairs ERT
294	Chuck Darnell	43293	\$ 750.00	\$ 375.00	Snow ERT, Brush, Street Repairs ERT
309	Derrick Cantwell	43150	\$ 500.00	\$ 250.00	Street Signs, Forklift
311	Dean Hunley	43210	\$ 500.00	\$ 250.00	Snow/Brush
361	Elijah Lane	43130	\$ 500.00	\$ 250.00	ERT, Forklift
371	Jim Stepp	43160	\$ 500.00	\$ 250.00	Snow ERT, Brush
382	Gary Blizzard	43120	\$ 250.00	\$ 125.00	Forklift
384	Jimmy Seals	43130	\$ 500.00	\$ 250.00	ERT, Forklift
386	Matthew Manning	43175	\$ 500.00	\$ 250.00	ERT, Forklift
932	John Standifer	43210	\$ 1,000.00	\$ 500.00	Snow/Herbicide/Pest
946	David Alder	43140	\$ 250.00	\$ 125.00	Street Signs
1001	Chadwick Lowe	43160	\$ 250.00	\$ 125.00	Pesticide
1018	Chris Orrick	43140	\$ 750.00	\$ 375.00	Snow ERT, Brush, Street Repairs ERT
1066	Kenny Trent	43130	\$ 500.00	\$ 250.00	ERT, Forklift
1107	Tammy Lawson	43120	\$ 250.00	\$ 125.00	Forklift
1115	Chad Dalton	43160	\$ 500.00	\$ 250.00	Snow ERT, Brush
1116	Nathan Warren	43140	\$ 500.00	\$ 250.00	Snow ERT, Street Repairs ERT
1149	Matthew Alder	43160	\$ 250.00	\$ 125.00	Brush
1156	McKenlee Hall	43160	\$ 500.00	\$ 250.00	Snow ERT, Brush
1233	Dennis Bonilla	43130	\$ 500.00	\$ 250.00	ERT, Forklift
1246	Thomas Sturm	43130	\$ 500.00	\$ 250.00	ERT, Forklift

Note:	Snow ERT - 250.00				
	Street Repairs ERT - 250.00				
	Forklift - 250.00				
	Street Signs - 250.00				
	Brush - 250.00				
	Pesticide - 500.00				
	Herbicide - 500.00				