

WORK SESSION
August 20, 2019
4:00 p.m.

1. Agenda Review

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
August 20, 2019
5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Mike Cutshaw, Chaplin Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. August 6, 2019

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

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26 of the Morristown Municipal Code (Craft Beer Enterprises).

9-c. Awarding of Bids/Contracts

1. Approval of Contract Amendment No. 1 to Contract dated June 26, 2018 with Lose & Associates, Inc. for an expanded Design Contract for the Community Center and Aquatics Facility Programming, Concept Plan and Construction Document for a fee of 5.75% of Construction Cost less amount previously billed.
2. Acceptance of Grant Contract between the Tennessee Urban Forestry Council and the City of Morristown for the Tennessee Agricultural Enhancement Program Project.
3. Acceptance of the InvestPrep Grant Contract between the Tennessee Valley Authority and the City of Morristown for rough grading and signage in the East Tennessee Progress Center.
4. Approval of Contract Amendment No. 5 with McGill Associates for General Engineering Services for a total not to exceed \$40,000.
5. Approval of Contract with The Austin Peters Group, Inc. to provide the City of Morristown a Class Compensation Study.
6. Approval of Amendment to the Professional Services Agreement with Design Innovations Architects (DIA) for a total fee not to exceed \$56,166.50 to include design services for the Morristown City Center re-roofing project.
7. Approval of Contract with Pyro Shows not to exceed \$10,000 for a Fireworks show related to the Salute to Heritage Park – Grand Opening Celebration.
8. Approval of Change Order with S&ME for Additional Environmental Services for the Old Morristown Landfill – Hamblen County Landfill TDEC Site ID No. 32-514 in the amount of \$2,800.
9. Authorization to apply for the Blue Cross Healthy Place Grant in the amount of \$5,000; requires no matching funds.

9-d. Board/Commission Appointments

1. City Council appointment to the Morristown-Hamblen Humane Society for a three (3) year term to expire on May 15, 2022; term expired Dr. Ian O'Connor, (who served the remainder of Maxine Craig).
2. City Council appointment or re-appointment to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2024; term expiring Charles Hurt.

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:

August 20, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 20, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 2, 2019	Monday		City Employee's Holiday Labor Day
September 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
September 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 1, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
October 1, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 1, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
October 15, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 15, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
November 5, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
November 5, 2019	Tuesday	4:00 p.m.	Work Session - Council Agenda Review
November 5, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 19, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting
November 19, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
November 19, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 28-29, 2019	Thurs/Fri		City Employee's Holiday Thanksgiving
December 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
December 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2019	Wednesday		City Employee's Holiday Christmas Day

WORK SESSION AGENDA

August 20, 2019

1. TCAT
2. Text Amendment - Accessory Structures
3. Redflex

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
AUGUST 6, 2019**

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, August 6, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Kay Senter and Ken Smith, absent; Tommy Pedigo.

Pastor John Pail Freitag, Senior Chaplain, Morristown Police Department led in the invocation and "Pledge of Allegiance".

Councilmember Senter made a motion to approve the July 12, 2019 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the July 16, 2019 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney commended the City Administrator and Staff on receiving the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (CAFR) for Fiscal Year 2018.

A Public Hearing was held relating to Ordinance No. 3640; No one spoke

Councilmember Smith made a motion to approve Ordinance No. 3640 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance 3640

An Ordinance of the City Council of Morristown, Tennessee to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and to rezone the property located southwest of the intersection of West Morris Boulevard and Dice Street, currently assigned Hamblen County Tax ID #'s 041D D 002.00 and # 041D D 003.00; with both properties represented on the Rheatown #2 and Brickyard Addition subdivision plats containing approximately 7 +/- acres of land from LI to R-2.

Councilmember Smith made a motion to approve Change Order No. 3 with Burke-Ailey Construction for Petoskey Plastics – Site Improvements Phase III increasing the contract in the amount of \$38,460.00 to bring the total contract amount to \$560,343.00. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Tommy Pedigo checked in to meeting as present at 5:10 p.m.

Councilmember Pedigo made a motion to approve Purchase Order No. 2000182.01 with the Tennessee Municipal League (TML) for the 2019-2020 Annual Membership Dues in the amount of \$10,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Morristown Regional Airport Fiscal Year 2020 Maintenance Grant Contract between the City of Morristown and The State of Tennessee Department of Transportation in the amount of \$15,000. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the contract with Michael Baker International, Inc. for a Security Gate Access Card Reader System in the amount of \$15,015 for the Morristown Regional Airport. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the contract with Michael Baker International, Inc. to provide General Consulting Services specific to the Morristown Regional Airport (MOR) for a total not to exceed \$10,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Change Order No. 1 with Bewley Excavation for the Injection Well Repair at Lot 22 in the Morristown Airport Industrial District (MAID) increasing the contract in the amount of \$28,647 to bring the total contract amount to \$188,062. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Purchase Order No. 2000360-00 with Wavetronix, LLC in the amount of \$148,650.77 for the purchase of detection devices for traffic signals. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the best and lowest bid from Summit Uniforms for all uniform items for the Morristown Police Department, to accept the bid from BK Graphics for Morristown Fire Department uniform tee-shirts and to accept the bid for all other Morristown Fire Department uniform items from Summit Uniforms. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the proposal for design and bidding services for various Stormwater Drainage Projects for the City of Morristown with LDA Engineering for a total amount not to exceed \$75,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to accept the proposal for design and bidding services for the West Main Street Drainage Project with LDA Engineering for a total not to exceed \$64,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to declare the vehicles noted below as surplus property. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Unit No.	Description	VIN	Mileage
308	2000 Ford Crown Vic	2FAHP71VX9X121351	119,934
309	2009 Ford Crown Vic	2FAHP71V19X121352	125,638
350	2003 Ford Explorer 4x4	1FMZU72K74ZA25154	130,788
361	2012 Dodge Charger	2C36DXAG8DH568699	89,580
363	2003 Ford Crown Vic	2FAFP71W53X141501	178,848
367	2004 Cadillac Escalade	1GYEK63N44R197003	125,920
374	2009 Crown Vic	2FAFP71W06X165452	143,007
385	2008 Ford Crown Vic	2FAFP71WX6X136802	125,009
388	2001 Ford Crown Vic	2FAFP71W41X137338	171,605
392	2013 Dodge Charger	2C3CDXAG7DH568693	Unobtainable
395	2000 Ford Crown Vic	2FAFP71W1YX174017	177,459
405	2006 Ford Crown Vic	2FAFP71W96X105430	143,218
407	2008 Ford Crown Vic	2FAFP71VX8X139452	106,796
408	2006 Ford Crown Vic	2FAHP71WX6X122830	114,326
415	2008 Ford Crown Vic	2FAFP71W35X158767	94,152
422	2006 Ford Crown Vic	2FAFP71W06X105428	141,561
444	2008 Ford Crown Vic	2FAFP71V78X139456	139,391

Councilmember Senter made a motion to approve Purchase Order 2000198-01 to Stowers Machinery Corporation for the Preventative Maintenance of Generators - Annual Renewal for Fiscal Year 2020 in the amount of \$10,978.03. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Heritage Park Opening Event Contracts with Chris Blue and Emily Ann Roberts. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve application for the 2019 Justice Assistance Grant in the amount of \$13,558; requires no matching funds. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve change order for additional environmental services for the old Morristown landfill with S&ME at \$4,500 per event for a total of \$18,000. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Mayor Gary Chesney recessed the meeting to enter Executive Session.

Mayor Gary Chesney reconvened the City Council meeting.

Mayor Gary Chesney adjourned the August 6, 2019 Morristown City Council meeting at 6:05 p.m.

Mayor

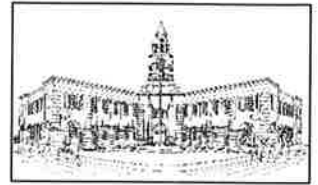
Attest:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SN*
DATE: August 20, 2019
SUBJECT: Text Amendment – Craft Beer Enterprises

BACKGROUND:

At the July 19th Council Meeting, the Council approved an amendment to Title 8, Chapter 2, Beer Ordinance to allow Craft Beer Enterprises in the City. The proposed text amendments are to establish what zoning districts they should be allowed. Staff is proposing to allow Craft Beer Enterprises in the following districts:

Chapter 10, IB-Intermediate Business District
Chapter 11, CBD-Central Business District
Chapter 16, TA-Tourist Accommodation District, and
Chapter 26, PCD-Planned Commercial District.

In addition, staff is proposing an amendment to Chapter Section 14-203. DEFINITIONS to include the following definitions:

Craft Beer. Beer manufactured by breweries with an annual production of six million (6,000,000) barrels or less.

Craft Beer Enterprise. A craft beer business whose primary business is the retail sale of craft beer for consumption on the premises and/or off the premises. Said craft beer establishment shall have a seating capacity of at least 40 people.

The intent of these amendments to allow taprooms such as the Causal Pint in Knoxville and Barley Waters in Johnson City where a selection of microbrew beers can be sold on or off premise despite not being manufactured by the seller.

The Planning Commission at their August 13th meeting voted 9 to 0 to forward these amendments to the City Council for approval.

RECOMMENDATION:

Staff recommends approval of the proposed amendments to Chapter 2 Definitions and to the IB, CBD, TA, and PCD districts.

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16, and Chapter 26 to allow Craft Beers Enterprises:

CHAPTER 2 GENERAL ZONING PROVISIONS

14-203. DEFINITIONS

CRAFT BEER. Beer manufactured by breweries with an annual production of six million (6,000,000) barrels or less.

CRAFT BEER ENTERPRISE. A craft beer business whose primary business is the retail sale of craft beer for consumption on the premises and/or off the premises. Said craft beer establishment shall have a seating capacity of at least 40 people.

CHAPTER 10, (IB) INTERMEDIATE BUSINESS DISTRICT

14-1002. 23. Microbreweries and Craft Beer Enterprises.

CHAPTER 11, (CBD) CENTRAL BUSINESS DISTRICT

14-1102.12. Microbreweries and Craft Beer Enterprises.

CHAPTER 16, (TA) TOURIST ACCOMMODATION DISTRICT

14-1002.7. Microbreweries and Craft Beer Enterprises.

CHAPTER 26, (PCD) PLANNED COMMERCIAL DEVELOPMENT DISTRICT

14-2603.25. Microbreweries and Craft Beer Enterprises.

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

Passed on first reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator



August 14, 2019

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

Contract Amendment No. 1
Between City of Morristown & Lose & Associates, Inc. DBA Lose Design
Morristown Community Center
Contract Dated June 26, 2018
Lose & Associates Job Number 17007-3

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


1. Expanded design services and fee adjustments as noted in Attachment A.

Fees: Amendment No. 1

Terms and Conditions outlined in the original contract dated June 26, 2018 will govern the work included in Amendment.

ACCEPTED: This ____ day of _____, 2019 ISSUED: This 14th day of August 19

Client's signature


Chris Camp, ASLA
President

Print Name

Title

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

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UNDERSTANDING

The City of Morristown requires professional design services to develop a new Community Center. The community center will include indoor aquatic elements, a gymnasium, fitness facilities, multi-purpose programming rooms, climbing elements, indoor walking track, community events space, a caterer's kitchen and supporting administrative spaces and locker rooms as outlined in Morristown Recreation Center program report dated January 2017 and updated drawings presented to City Council on May 23, 2019. As part of the scope the design consultant will develop architectural, aquatic, civil engineering and landscape plans required to obtain building permits and bid the project. This project will be developed as a design, bid and build project following the purchasing requirements of the City of Morristown. The community center will be developed on a site adjacent to the new public works compound and proposed park.

APPROACH

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

INITIAL PLANNING

TASK 1. (Complete)

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

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

Conceptual Plan (Complete)

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

TASK 2 CONSTRUCTION DRAWING PROCESS: DESIGN, ENGINEERING, PERMITTING, CONSTRUCTION ADMINISTRATION FOR THE COMMUNITY CENTER SUPPORTING SITE IMPROVEMENTS

Schematic Design: (Complete to 35%, balance of work to complete 50% schematic included in this contract)

Schematic plans will then be developed to a 50% level and plan submittals made for buildings, pools, road, parking, grading, layout, utilities, details, etc. During this process, we will continue to coordinate with City permitting staff to expedite the permitting of the construction documents. Along with the preliminary plans, we will develop a preliminary 50% opinion of probable cost. We will also prepare a preliminary list of project drawings and specification sections anticipated for the final package. As the plans are completed, we will hold a review meeting with the Client team.

Construction Documents:

90% Construction Document Preparation: Immediately following the receipt of the schematic review comments, recommended changes will be made, and preparation of the 90% Construction Documents will begin. We will continue coordination with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting. The plans and updated opinions of probable cost will be presented to the Client team for a 90% review meeting.

Preparation of Final 100% Construction Plans: Using the comments provided by the Client team and management, the design team will complete the construction plans for the project. The plans will be developed to a 100% level and submitted to the Client team, local permit offices, and state permit officials (if needed) for review and approval. Comments received from permit officials will be forwarded to the Client team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and recreation staff comments and will be resubmitted to the codes officials for approval. Concurrent with the building plans being approved, pool plans will be permitted through the health department. Upon receipt of approved plans from codes officials and the health department, bid drawings, along with a bid specification manual, will be prepared for the project and the project will be ready for bidding when desired by the City.

Bidding Services: Bid drawings, along with a bid specification manual, will be prepared for the project. We will update our opinions of probable cost to reflect the changes that occurred during permitting for comparison when bids are opened. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist the client in analyzing contractor bids and in the contract award.

PROJECT FEES

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

<u>Item</u>	<u>Fee</u>
TASK 1. Community Center and Aquatics Facility Programming and Concept Plan	Complete
TASK 2. Community Center and Aquatics Facility Construction Document (Complete Schematic to 50% level, 90& 100% drawing, permitting & bidding. Fee includes cost of aquatic consultant)	5.75 % of Construction Cost x 75% Less previously billed amount

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

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

Reimbursable Expenses

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

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

LOSE & ASSOCIATES, INC.

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

Professional Services Hourly Rate

Principal/President.....	\$240.00
Executive Vice President.....	\$220.00
Vice President.....	\$200.00
Division Director I	\$185.00
Division Director II	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner	\$140.00

Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$115.00
LA II, Architect II, Engineer II, Project Manager II.....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I	
BIM Specialist, GIS Specialist I, Assistant Graphic Designer I	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$90.00
Technician I.....	\$80.00
Interior Designer	\$95.00
Technician II	\$75.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II	\$35.00

Reimbursable Expenses

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

January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.



Contract Agreement

This Agreement made this 13th day of August, 2019, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF MORRISTOWN** with its principle place of business located at 100 West First North Street, Morristown, in the State of Tennessee, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, **"Salute to Heritage Park"** hereinafter referred to as **"Show"**, pursuant to the project/sales order #19-TN-11-16-C-10000-000560 dated this 13th day of August, 2019. The Show will be given on the 16th day of November, 2019. Rain date/postponement date: day of , .
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter **"Security Area"**). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, **"Unauthorized Persons"** shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area, to the extent permitted by law.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval, to the extent permitted by law. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Hamblen County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or

municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF MORRISTOWN shall pay PYRO SHOWS \$10,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$10,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,000.00) upon return of signed contract by September 16, 2019. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Morristown City Council Agenda Item Summary

Date: August 14, 2019

Agenda Item: Acceptance of Tennessee Agricultural Enhancement Program Grant

Prepared by: Joey Barnard

Subject: Acceptance of Grant for the Tennessee Agricultural Enhancement Program Project

Background/History: The City of Morristown applied for a tree planting grant through the Tennessee Agricultural Enhancement Program (TAEP) funded by the Tennessee Department of Agriculture, Division of Forestry. The purpose of this grant is to increase the tree recourse base throughout cities and towns across Tennessee. The grant application was approved by Council on May 21, 2019.

Findings/Current Activity: The City of Morristown was selected as a recipient for the Tennessee Agricultural Enhancement Program (TAEP) planting grant. Trees will be planted following guidelines provided by Tennessee Urban Forestry Council (TUFC). Trees will be planted at East Andrew Johnson Highway and 25E exchange to add tree canopy to the area. Additionally, this will aid in the improvement of air quality and allow for additional species that are not in our existing city arboretums.

Financial Impact: Funds have been appropriated in the 19-20 budget. TAEP will provide incentive payments to the City of Morristown on a reimbursement basis.

Action options/Recommendations: It is staffs' recommendation to allow Tony Cox, City Administrator, to enter into contract with the Tennessee Urban Forestry Council.

Attachments: Contract.



AGREEMENT FOR TENNESSEE AGRICULTURAL ENHANCEMENT PROGRAM PROJECT
Between
TENNESSEE URBAN FORESTRY COUNCIL
AND
"CITY OF MORRISTOWN, TN"

Begin Date: November 01, 2019	End Date: April 30, 2020	Agreement ID: 201904
Cooperator/Community Representative (please print): Joey Barnard		Project Name: City of Morristown, TN
Email Address: jbarnard@mymorristown.com		Mailing Address: 100 West First North Street
Daytime Phone: 423-585-4614		City, State, Zip: Morristown, TN 37814
Fax:		County: Hamblen
Project Location: East Andrew Johnson Highway and 25E Exchange		
Latitude (Decimal Degrees):		Longitude (Decimal Degrees):

Terms of Agreement

1. The Tennessee Urban Forestry Council (TUFC) provides this grant through funding by the Tennessee Department of Agriculture, Division of Forestry (TDF), Tennessee Agricultural Enhancement Program (TAEP) to grantees (Grantee Name) to provide incentive payments to cooperators at "City of Morristown, TN" on a reimbursement basis to increase the tree resource base in cities and towns across the state of Tennessee. Activities associated with this mission must be consistent with guidelines provided by TUFC including eligible expenses, suitable species, and other technical aspects of program administration.
2. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
 - a. Trees will be planted on public land or private Non-Profit land unless an exception is granted by the State.
 - b. A riparian area is defined as the 35 foot buffer extending from either side of a creek, stream or river bank. Riparian tree plantings are allowed on both public and private lands.
 - c. Tree purchases must come from a Tennessee Nursery. Trees purchased must meet the ANSI Z-60.1-2004, American Standard for Nursery Stock.

- d. Trees must be planted according to the Tennessee Department of Agriculture, Forestry Division planting specifications.
 - e. Trees must be watered during dry periods for at least one growing season after being planted. Bare root seedlings must be planted by March 30, 2020 and containerized/ balled and bur lapped trees must be planted by April 15, 2020.
 - f. The Grantee will install a sign with the following statement: (THE GRANTEE NAME, IN PARTNERSHIP WITH THE TENNESSEE DEPARTMENT OF AGRICULTURE DIVISION OF FORESTRY, HAS COMPLETED THIS COMMUNITY TREE PLANTING PROJECT. This sign will remain through the contract period.
 - g. The Grantee will appoint a minimum 3 person panel of citizens in the local community to provide project oversight to ensure tax dollars are spent efficiently and effectively. Members of the panel shall not have any relation to any entity supplying the trees to the grantee or any economic interest in the planting thereof. Existing tree boards may serve in this oversight function.
 - h. Additional requirements specific to the Grantee's project are listed in the grantee's project summary, which is Attachment Two (2) to this contract. These requirements are primarily listing the species, size and number of trees the Grantee will plant.
 - i. Change in species, size or location during the purchasing or tree planting time period is available with prior written approval from the urban staff
3. The Estimated Incentive Payment Amount offered by the TUFC through this Agreement is indicated in Item 7 below. There is no guarantee of additional financial assistance to cover unforeseen conditions which may arise and are not accounted for in the TAEP project cost estimate. This Agreement is subject to the appropriation and availability of state I funds. In the event that the funds are not appropriated or are otherwise unavailable, TUFC reserves the right to terminate this Agreement upon notice to the Cooperator.
 4. The Cooperator shall be reimbursed for actual, reasonable and necessary cost based upon the Agreement Project Budget, but not to exceed the Maximum Liability established in project estimate.
 5. Cooperator agrees to have all funds spent and receipts submitted to TUFC by the "End Date" noted above. If it becomes apparent that all funds will not be spent by the "End Date", the Cooperator will immediately notify TUFC so that funds can be reallocated.
 6. Approval of TAEP grant cost elements will be eligible for incentive payments based on the completion of a TAEP grant application, the assessed needs within such plan, and this Agreement.
 7. "Grantee" agrees that the Commissioner of TDA or his designee, or the TUFC employees and representatives may periodically enter properties within the framework of this project for the purpose of determining compliance with this Agreement.

Project Estimate:

List tools, materials, and or services along with the cost of the items your community intends to purchase with the Grant. Any change from the items listed below must be requested in writing to the Tennessee Urban Forestry Council prior to purchase.

<u>Materials/Supplies/Services</u>	<u>Estimated Cost</u>
<u>The Grant Budget line item amounts below shall be applicable only to expenses incurred during the following applicable period:</u>	
<u>Begin: November 01, 2019 End: April 30, 2020</u>	

Item	Grant Agreement	Grantee Match	
Trees	\$15,525.00	\$15,525.00	\$31,050.00
Shipment of Trees	\$750.00	\$750.00	1,500.00
Mulch	\$400.00	\$400.00	\$800.00
Gator Bags	\$1,900.00	\$1,900.00	\$3,800.00
Total	\$18,575.00	\$18,575.00	\$37,150.00

Cooperator's Initials _____
Amount: \$ 18,575.00

Estimated Incentive Payment

AWARD OF MAXIMUM INCENTIVE PAYMENT AMOUNT: <u>\$ 18,575.00</u>		
I hereby agree to the Terms of Agreement listed above: Print Name: _____ Title: _____ (TYPING NAME HERE WILL SERVE YOUR ELECTRONIC SIGNATURE) Signature of Cooperator: _____		Date: _____
This application is approved for Incentive Payments based on the terms agreed to above, not to exceed the Maximum Incentive Payment Amount given above and only after the TAEP program guidelines have been implemented: Print Name: _____ Title: _____ (TYPING NAME HERE WILL SERVE YOUR ELECTRONIC SIGNATURE) Signature of TUFC Representative : _____		Date: _____



Morristown City Council Agenda Item Summary

Date: August 14, 2019

Agenda Item: Acceptance of InvestPrep Round 7 Grant

Prepared by: Joey Barnard

Subject: Acceptance of Grant for InvestPrep Round 7 Project

Background/History: The City of Morristown applied for an InvestPrep grant through the Tennessee Valley Authority Economic Development Department. The grant was established to assist communities within the TVA territory in preparing sites and facilities for investment and job creation by providing funds to better position local industrial product. The purpose of this grant is to further develop the East Tennessee Progress Center. The application was approved by council on February 19, 2019.

Findings/Current Activity: The City of Morristown was selected as a recipient for the InvestPrep Round 7 grant through the Tennessee Valley Authority. The project will assist with the rough grading of Lot 12 and lot signage throughout the East Tennessee Progress Center.

Financial Impact: Funds have been appropriated. Partial funding will be provided under the InvestPrep grant from the Tennessee Valley Authority Economic Development Department, and the Tennessee Department of Economic and Community Development Site Grant.

Action options/Recommendations: It is staffs' recommendation to allow Tony Cox, City Administrator, to enter into contract with the Tennessee Valley Authority for the InvestPrep Round 7 Project.

Attachments: Contract.

Tennessee Valley Authority InvestPrep Program

PROJECT AGREEMENT		Project Name	Grantee
		Rough Grading and Signage	City of Morristown
Maximum TVA Funding Amount	Non-TVA Funding Amount	Total Project Funding Amount	TVA Maximum Percentage
\$250,000	\$3,198,101	\$3,448,101	50%
Project Scope:	Assist with the rough grading of Lot 12 and lot signage throughout the East Tennessee Progress Center.		
Project Site: (Street Name)	Allen Road and Progress Parkway	Contract No.:	14406
Project Location: (City/County, State)	Morristown/Hamblen County, TN	Effective Date:	

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

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

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

B. Grantee shall:

1. Prepare and submit to TVA for review and written approval a Sources & Uses Statement (hereinafter "S&US"). The S&US shall describe all Project activities and provide line item costs for the various tasks making up the Project, detail how funds provided under this Agreement will be used for Project activities, and show total Project funding including all sources of funding. The approved S&US and any approved revisions shall be considered a part of this Agreement and are incorporated by this reference. Any revisions to the approved S&US must be approved by TVA in writing prior to implementation.
2. Acquire all necessary easements and rights-of-way and obtain all necessary permits and clearances for the Project as may be required by applicable federal, state, and local laws, ordinances, and regulations. Prior to the commencement of any construction, Grantee shall certify to TVA that the requirements of this Section have been met and will provide TVA with such supporting documentation as TVA may reasonably request.
3. Provide for the procurement of material and equipment to be used in the Project on either a competitive bid or negotiated basis, as allowed by applicable law. The procurement of such material and equipment shall be in accordance with specifications developed by Grantee.
4. Provide assistance to TVA by submitting technical information, conducting assessment of environmental impacts, and preparing National Environmental Policy Act (NEPA) documents as determined by TVA to be necessary in discharging applicable NEPA obligations. **This Agreement**

may be unilaterally terminated by TVA if TVA decides, based on its NEPA review, not to go forward with the funding described in this Agreement.

5. Authorize one or more contractors to proceed with activities described in the S&US within 90 days of the date that TVA gives Grantee written notice to proceed (the "Notice to Proceed Date").
6. Complete the Project within 18 months from the Notice to Proceed Date. Any request by Grantee for an extension must be delivered to TVA in writing, must describe the changed circumstances leading to the request, and is subject to the review and approval of TVA, in its sole discretion.
7. Ensure that local labor is being utilized to the maximum extent feasible. Upon request, Grantee shall submit to TVA certification that such local labor is being employed to the maximum extent feasible.
8. Adhere to standard construction best management practices.
9. Not engage in any activity that would (a) be in violation of local, state, or federal law, including those related to environmental protection, building codes, safety ordinances, or handicapped accessibility, or (b) result in an anticipatory breach of the obligations of TVA under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or other laws requiring environmental review prior to undertaking a federal action.
10. Provide TVA with quarterly progress reports and grant TVA permission to inspect the Project as activities described in the Project Scope are being performed and upon completion. Grantee shall notify TVA of completion of the Project so that a TVA representative may, at TVA's discretion, accompany Grantee for the final Project inspection.
11. Within one month after completion of the Project, prepare and submit to TVA a final Project closeout report providing: (a) the final cost of the Project in sufficient detail to permit a financial review of the Project, including final total eligible Project costs; amounts of TVA, other federal, if any, and non-federal funds spent for Project purposes, indicating sources of such funds (federal, state or local); and the amount expended on the Project, and (b) a description of the completed Project, including a narrative description of the activities accomplished, and such other information as TVA deems necessary.
12. If within five years of the Effective Date of this Agreement, TVA-provided electricity is no longer available at this Project Site, will become unavailable in the future, or is otherwise not being utilized by any contractor(s) or purchaser(s) of the Project Site, TVA may terminate this Agreement and require Grantee, upon TVA's written notice, to return to TVA any or all funds advanced under this agreement, as TVA deems necessary.
13. Comply with the obligations set forth on Exhibit A.

C. Funding:

1. Reasonableness of Costs. The funds provided under this Agreement are public funds and all costs incurred by Grantee shall be reasonable, taking into account the nature and amount of the costs and the following factors: (1) that the cost is of a type generally recognized as ordinary and necessary for the conduct of activities in question; (2) that the cost arises out of generally accepted business practices, and (3) that the cost is the result of actions that a prudent person would take under the circumstances.
2. Payment and Invoicing. TVA will reimburse direct Project expenses incurred in accordance with the approved S&US and this Agreement, up to the Maximum TVA Funding Amount as calculated under Section C.3 below. If Grantee deviates from the approved S&US in any way, TVA may terminate its funding obligation and may require Grantee to return any or all of the TVA funding

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

Grantee certifies that all amounts hereby invoiced were incurred in accordance with the provisions of Contract No. 14406 and the applicable Sources & Uses Statement, and that these amounts have not otherwise been paid to Grantee by any other party.

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

TVA will withhold reimbursement of 10% of the Maximum TVA Funding Amount until the Project is complete and payment is approved by the TVA Program Manager listed in Section E.6 below.

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

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

E. Miscellaneous.

1. Grantee agrees that the Maximum TVA Funding Amount, the TVA Maximum Percentage, and the amount of funding that TVA actually provides under this Agreement are confidential and proprietary TVA information and Grantee agrees not to disclose such information without the prior written consent of TVA.
2. This Agreement shall not be deemed to create any rights or priorities in any other person. Any TVA review of any matter in accordance with the provisions of this Agreement shall not create in Grantee or any third party any right or cause of action not otherwise existing and shall not be deemed a warranty of any kind by TVA.

3. Where this Agreement requires TVA approval, written approval should generally be obtained prior to proceeding. If it is not practical to obtain such written approval, oral approval shall be obtained and documented in writing as soon as possible thereafter.
4. The term of this Agreement shall begin on the Effective Date and shall end upon Project completion unless specified otherwise in this Agreement, or unless otherwise modified or extended by both parties in writing; provided, however, that either party may terminate this Agreement upon 30 days' written notice to the other.
5. Neither Grantee nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered as an agent or employee of the United States or TVA, and the United States, TVA, and their agents and employees assume no liability to Grantee or any third party (in tort, contract, strict liability, or otherwise) for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of Grantee or any other persons
6. Grantee submittals and TVA approvals under Sections A and B may be provided by electronic mail. All other notices, requests, or demands which each party is required or may desire to give to any other party under any provision of this Agreement must be in writing and delivered to the address set forth below unless applicable law requires notice to be given in another manner. Each party shall have the right to designate a substitute address by written notice to the other party. Each such notice, request, and demand shall be deemed given or made as follows: (1) If sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, return receipt requested; or (2) If sent by any other means, upon delivery.

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

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

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

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

TENNESSEE VALLEY AUTHORITY

CITY OF MORRISTOWN

By: _____
John J. Bradley
Senior Vice President
Economic Development

By: _____
Anthony W. Cox
City Administrator

**EXHIBIT A
FEDERAL REQUIREMENTS**

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

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

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

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

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

July 11, 2019

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


RE: General Engineering Services – Amendment No. 5
Morristown, TN

Dear Mr. Clark:


The intent of this letter is to amend our Professional Engineering Review Services Agreement dated November 19, 2014. From this point forward, this document will be considered Amendment No. 5 to the contract. The reason for this Amendment is to extend the contract into the 2019-2020 fiscal year. As such, McGill Associates proposes to continue providing general professional engineering services, as described in the original contract Agreement, with the allocation of an initial \$40,000 in funding for the new fiscal year. As outlined in Part 3 of the Agreement, this funding limit may be amended by written agreement of each party, if so desired. If you find this Amendment acceptable, please indicate acceptance by signing below and returning one copy for our files. As always, we thank you for the opportunity to serve the City of Morristown.

If you have any questions or comments, please do not hesitate to let me know.

Sincerely,
MCGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads 'John R. Greear, P.E.'.

JOHN "JAKE" GREEAR, P.E.
Project Manager

ACCEPTED	
CLIENT:	McGILL ASSOCIATES, P.A.:
BY:	BY: 
_____	_____
(Signature)	
_____	Jamie Carden, P.E., Knoxville Office Manager
(Print Name/Title)	
Date: _____	Date: <u>July 11, 2019</u>



OVERLAND PARK, KS OFFICE: 12769 Cody, Overland Park, KS 66213 Phone: (913) 851-7530
FORT COLLINS, CO OFFICE: 4809 Prairie Vista Drive, Fort Collins, CO 80526 Phone: (970) 266-8724
Fax: (913) 851-7529
www.austinpeters.com

LETTER OF UNDERSTANDING
Market Survey Update for Compensation and Job Description Review
Larry Clark, CMFO
Assistant City Administrator
City of Morristown
Mailing Address:
PO Box 1499
Morristown, TN 37816
PH (423) 581-0100

SUBMITTED BY
THE AUSTIN PETERS GROUP, INC.
Proposal Dated: July 13, 2018

This agreement is entered into and pursuant to and is construed and enforceable in accordance with the laws of the State of Kansas and the State of Tennessee. This letter shall serve as a letter of agreement between Morristown, Tennessee and The Austin Peters Group, Inc. governing the provision of professional services beginning _____. Once the letter is dated and signed, the project is estimated to be completed in 17 weeks.

Proposal and Cost for Services

The City of Morristown, Tennessee agrees to compensate the Austin Peters Group, Inc. for a complete a market survey update for compensation, benefits, and a brief review of requested job descriptions. Fees for the project are \$8,500 for the Market Survey Updates and \$40 estimated per job description review billed at \$120 per hour.

The amount of \$8,500 is divided into two payments billed in a progressive manner with a deposit and final payment. The job descriptions will be billed based on those reviewed. Two site visits

Beth Tatarko, Vice President
The Austin Peters Group, Inc.

have been requested by The City of Morristown, Tennessee and travel expenses will be billed in addition to the fees described above. The City of Morristown, Tennessee agrees to compensate The Austin Peters Group, Inc., under the terms and conditions as provided herein.

With regard to the services to be performed by the Austin Peters Group, Inc. pursuant to the terms of the agreement, the Austin Peters Group, Inc. shall not be liable to the City of Morristown, Tennessee or to anyone who may claim any right due to his relationship with the City of Morristown, Tennessee for any acts or omissions in the performance of said services on the part of the Austin Peters Group, Inc. or on the part of the agents or employees of the Austin Peters Group, Inc.; except when said acts or omissions of the Austin Peters Group, Inc. are due to their willful misconduct. The City of Morristown, Tennessee shall hold the Austin Peters Group, Inc. free and harmless and indemnify to the extent permitted by law from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to the City of Morristown, Tennessee pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct determined by a court of competent jurisdiction.

The City of Morristown, Tennessee agrees that the liability of Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Austin Peters Group for the particular project or services, or other associated services that gave rise to the claim being asserted by the City of Morristown, Tennessee. In no event shall Austin Peters Group, Inc, its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files via fax 913-851-7529.

Sincerely,
Beth Tatarko

Beth Tatarko
Vice President
The Austin Peters Group, Inc.
4809 Prairie Vista Drive

Beth Tatarko, Vice President
The Austin Peters Group, Inc.

Fort Collins, CO 970-266-8724

Accepted

by: _____ Date: _____

Beth Tatarko, Vice President
The Austin Peters Group, Inc.

Amendment to the Professional Services Agreement:

Special Services

This amendment is made as of the Thirteenth day of August in the year Two Thousand and Nineteen between

Owner:

City of Morristown

Attn: Joey Barnard
100 West First North Street
Morristown, TN 37814

Architect:

Design Innovations Architects, Inc.

402 S. Gay Street #201
Knoxville, TN 37902

Project Number: 18133

For the following project:

Increase the scope of the project to incorporate full design services for the re-roofing of the Town Hall Building in Morristown, Tennessee.

Authorization is requested for:

☒ to proceed with Additional Services.

☐ to incur additional Reimbursable Expenses.

The following adjustments shall be made to the compensation.

Compensation:

Increase the scope to incorporate full design services and expenses for the addition of the Town Hall Building for a revised total fee of Hourly Not To Exceed \$56,166.50.

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

AGREED TO:

(Signature)

(Date)

(Printed Name and Title)

Excellence through service and design

SUBMITTED BY:



(Signature)

2019-08-13

(Date)

Gregory S Campbell, AIA, LEED® AP
Vice President of Operations

(Printed Name and Title)

Version: 2018
Page 1 of 1



Contract Agreement

This Agreement made this 13th day of August, 2019, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF MORRISTOWN** with its principle place of business located at 100 West First North Street, Morristown, in the State of Tennessee, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, **"Salute to Heritage Park"** hereinafter referred to as **"Show"**, pursuant to the project/sales order #19-TN-11-16-C-10000-000560 dated this 13th day of August, 2019. The Show will be given on the 16th day of November, 2019. Rain date/postponement date: day of , .
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area, to the extent permitted by law.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval, to the extent permitted by law. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Hamblen County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or

municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF MORRISTOWN shall pay PYRO SHOWS \$10,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$10,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,000.00) upon return of signed contract by September 16, 2019. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





August 15, 2019

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

Attention: Mr. Joey Barnard, CGFM, CFE, MBA

Reference: **Change Order for Additional Environmental Services**
Old Morristown – Hamblen County Landfill
TDEC Site ID No. 32-514
1366 Pine Brook Road, Morristown, Hamblen County TN
S&ME Proposal No. 41-1700404C4

Dear Mr. Barnard:

S&ME, Inc. (S&ME) is pleased to submit this change order to continue assisting the City of Morristown (City) with environmental services in response to recent correspondence from the Tennessee Department of Environment and Conservation (TDEC) regarding the referenced site. This change order describes our understanding of the project, discusses the proposed Scope of Services, and provides estimated fees for our services. Our Change to Agreement for Services, Form CA-071 is attached to this change order and is incorporated as part of the change order.

◆ Background

The Old Morristown/Hamblen County Sanitary Landfill (Landfill) is located on 62 acres of land south of Pine Brook Road, in the Roe Junction community of Hamblen County, Tennessee. S&ME initiated our services at the landfill for the City in 1997, following the issuance of a TDEC Commissioner's Order to the City of Morristown and Hamblen County. Disposal operations at the landfill ceased in the mid-1970s. Following our previous site assessment, characterization and limited cleanup activities, S&ME performed a leachate treatment pilot study in 2006-2007.

No additional efforts were performed by S&ME at the site until the summer of 2017. S&ME understands that TDEC visited the site on June 7, 2017. In their resulting correspondence dated July 19, 2017, TDEC requested a work plan that includes cap maintenance work, assessment of the leachate collection/treatment system, removal of drums of investigation-derived waste (IDW), and repair of the fencing to limit access to off-road vehicles. S&ME provided our September 11, 2017 *Maintenance Work Plan* to you and TDEC, and TDEC provided a response letter dated November 13, 2017. Based on the S&ME September 11, 2017 *Maintenance Work Plan* and the TDEC response letter, S&ME removed drums from the site, identified areas of cap maintenance which the City of Morristown addressed, and conducted leachate sampling in April 2018.

Based on the analytical results of the April 2018 leachate seep sampling, TDEC issued a letter dated August 10, 2018 requesting the development of a plan to reduce the ammonia in the area of seep locations L-7 and L-9 to meet the effluent limitations in the Tennessee Storm Water Multi-Sector General



Permit (TMSP) *Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites*. In December 2018, S&ME installed a total of two vents at location L-7 (one at the seep and one at a location approximately 100 feet north along the existing road), and a total of three vents at location L-9 (one vent at the seep location, one to the east, and one to the west of the seep location approximately 50 feet from the seep location).

S&ME also installed check dams in the ditch along the access road north of seep L-7 to control the stormwater and seep discharge from this portion of the site. The check dams were installed approximately every 75 feet over a total distance of approximately 300 feet along the existing drainage swale on the east side of the road.

Additional leachate sampling was conducted in April 2019. According to the reported concentrations, two of the four suspended solids samples and three of the ammonia nitrogen samples exceeded the TDEC daily effluent limitations and the remaining parameters were within the specified ranges. The two suspended solid exceedances are reduced from the 2018 values. Two of the ammonia nitrogen exceedances are at locations within the landfill property (L-7 and L-9); the concentrations had decreased from the 2018 values, which suggested that the recently installed vent pipes were helping to reduce the ammonia concentrations. Sample L-2, collected closest to the gate on Pine Brook Road, reported an exceedance for ammonia nitrogen above the TDEC effluent limit. This location had not demonstrated an exceedance in the April 2018 sampling event.

Based on the analytical results from the April 2018 sampling event, TDEC issued a letter dated July 11, 2019 requesting quarterly sampling of the identified seeps for one year in order to determine if the installed ammonia vents were effectively mitigating the elevated ammonia concentrations in the leachate. TDEC also requested that quarterly gas monitoring of the vent pipe effluent be conducted during each sampling event. The Change to Agreement (S&ME Proposal No. 41-1700404C3) for quarterly sampling events was approved by the City of Morristown on August 7, 2019.

TDEC issued an email on August 9, 2019 requesting additional sampling be conducted on the property of a private residence located north of the former landfill. The letter stated that the property owner was concerned that leachate may be entering into the surface water pathway to the property. The following sections of this change order detail our Scope of Services for conducting the additional sampling requested by TDEC.

◆ Scope of Services

The additional services proposed are based on the TDEC request for the collection and laboratory chemical analysis of water and sediment samples from the property located at 2343 Sulfur Springs Road.

Additional Water and Sediment Sampling

S&ME will collect a water and sediment sample from the private property located on Sulfur Springs Road. The water sample will be collected from the stream which flows north from the former landfill, beneath Pine Brook Road, then onto the private property. The water sample will be collected and analyzed for the constituents listed in Table L-1 of the TMSP *Sector L Stormwater Discharges Associated with Industrial Activity from Landfills and Land Application Sites*. A sediment sample will be also be collected from the



stream bottom at the same location as the water sample. The water and sediment samples will also be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and total metals as requested by TDEC. The water and sediment sample will be collected, placed on ice, and shipped to Pace Analytical laboratory in Mt. Juliet, Tennessee. A duplicate water and sediment sample will be collected by TDEC personnel during the sampling event and will be submitted to a separate laboratory for analysis. The results of the sediment and water sampling event will be documented and submitted to TDEC and the City.

◆ Excluded Services

The outlined Scope of Services does not include additional environmental sampling or services beyond what is proposed above. If additional services are warranted, a change order will be provided.

◆ Limitations

This change order is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City and S&ME. Use of this change order and corresponding reports is limited to the above-referenced project and the City. No other use is authorized by S&ME.

◆ Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide a signed Change to Agreement for Services (attached Form CA-071).
2. Provide access to the property.

◆ Schedule and Fees

S&ME will perform the services detailed herein on a lump sum basis. The fee for completing this sampling event will be **\$2,800**. S&ME will coordinate with TDEC and the City to schedule the sampling event following receipt of written authorization to proceed. S&ME will not conduct any additional services without first obtaining your approval in writing, through a change order.

◆ Authorization

Change to Agreement for Services, Form CA-071, is attached and incorporated as part of this change order. Please sign the form and return it to S&ME. Upon receipt of the signed agreement, a countersigned copy will be returned to you, and we will proceed with the performance of our services. Any changes or modifications to CA-071 are required to be acknowledged by both parties initialing acceptance of this agreement for services next to the change or modification.

If you elect to accept our change order by issuing a purchase order, then please specifically reference this change order number in the purchase order as authorization to proceed with the performance of our



services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this change order is transmitted to you via email, and if you choose to accept this change order by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the change order and the associated Change to Agreement for Services (CA-071) and hereby accept both as written.

S&ME appreciates the opportunity to continue to be of service to you. If you have any questions regarding our proposed scope of services, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

A blue ink signature of Nathan J. Peterson.

Nathan J. Peterson, PG
Project Manager

A blue ink signature of Elizabeth M. Porter.

Elizabeth M. Porter, PG, PMP
Senior Project Manager

Attachments: Change to Agreement for Services Form CA-071

**CHANGE TO AGREEMENT FOR SERVICES**

Form CA-071

Date: August 15, 2019		Job Number: 4143-17-058		Change Number: 41-1700404C4	
S&ME, Inc. (hereafter Consultant)			Client Name: City of Morristown (hereafter Client)		
Address: 1413 Topside Road City: Louisville State: TN Zip: 37777			Address: 100 West First North Street City: Morristown State: Tennessee Zip: 37814		
Telephone: 865-970-0003 Fax:			Telephone: 423-585-4614 Fax:		
PROJECT					
Project Name: Old Morristown Landfill Additional Environmental Services					
Project location: (Street Address) Pinebrook Road					
City: Morristown		State: TN		Zip: 37814	
AGREEMENT FOR SERVICES					
Date of Agreement For Services between Client and Consultant: August 22, 2017					
WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project.					
WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client.					
NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.					
CHANGE TO AGREEMENT FOR SERVICES					
The above identified Agreement For Services is changed pursuant to proposal number: 41-1700404C4 dated: 8/15/19					
This Change will extend the time required for completion of the Agreement: see Change Order 41-1700404C4					
The total agreement amount after this Change to Agreement For Services: see Change Order 41-1700404C4					
CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES.					
Agreed to and executed by Client's and Consultant's authorized representatives.					
CLIENT: City of Morristown			S&ME, Inc.		
BY: _____ (Signature)			BY: _____ (Signature)		
_____ (Print Name / Title)			_____ (Print Name / Title)		
DATE: _____			DATE: _____		
Client's FAXED or DIGITAL signature to be treated as original signature					

BlueCross Healthy Place Program Criteria and Eligibility Guidelines

Before requesting funding for a BlueCross Healthy Place project in your area, get to know what we're looking for in a proposal.

About Your Organization

We work with both government entities and non-profit organizations to create and revitalize their public spaces. Organizations must comply with our non-discrimination policy and be able to provide evidence of land ownership and community engagement.

About Your Proposal

We want to create spaces that bring communities together, so your proposed project must:

- Be free and open to the public ✓
- Demonstrate a community benefit and include community input ✓
- Commit to seeking community engagement throughout the planning and development process ✓
- Include a project implementation timeline and budget, along with a sustainability plan ✓
- Agree to exclusive BlueCross Healthy Place branding, naming and signage rights ?

Those guidelines help show the types of projects we'll prioritize, **but it's also important to know what we are unable to provide funds for.** Here are some examples:

- Purchasing land
- Private clubs or property
- Religious programming
- Individual schools
- Staffing pay
- Co-branded projects

The BlueCross BlueShield of Tennessee Health Foundation will accept proposals for 2020 funding from the BlueCross Healthy Place Program Aug. 1-31, 2019.

SUBMIT YOUR REQUEST

For more information about funding, email bluecrosshealthyplaces@bcbst.com.

Valerie Naylor, Trails Specialist
1150 Seven Springs Rd.
Pisgah Forest, NC 28768
828-775-7334
valnaylor@yahoo.com



Proposal

Project: Morristown Parks Multi-use Trail Development – Planning and Design
Client: Morristown Parks and Recreation Department (MP&RD)
Contact: Frankie Cox, Recreation Superintendent
Proposal Date: 7/18/2019 - Proposal valid for 30 days
Proposed Project Dates: onsite work fall 2019 / winter 2020, follow up information draft delivered within 30 days of completion of site work

Scope of Work:

- A single site visit, approximately 5-6 days, includes:
 - Meet with client & select stakeholder representatives to discuss goals and objectives at start of project.
 - Develop trail design for approximately 50 acres available for trail development at Frank Lorino Park, includes:
 - Assess trail potential of property
 - Develop concept plan
 - Meet with client & stakeholders to discuss concept plan, gather input
 - Develop trail corridor design
 - Develop concept plan for approximately 20 acres of Heritage Park property, includes:
 - Assess trail potential of property
 - Develop concept plan

Deliverables:

- Frank Lorino Park:
 - Basic Powerpoint presentation of concept plan
 - On the ground tape flagging of trail corridor for proposed new trail construction
 - Garmin level accuracy .gpx and .kmz files of proposed new trail construction, including any needed structures
 - Written, photo illustrated trail design document defining gps distances, recommended construction methods and specifications of new trail construction and trail structures. Does not include printable maps, permitting specifics or engineering level drawings or documents.
- Heritage Park:
 - Written, photo illustrated concept plan detailing control points and recommended trail connections.
- All documents will be delivered digitally via email.

Fees associated with above scope of work: \$4940.00

Terms and Conditions:

VNTS will provide mobilization, daily transportation, and lodging for staff during the project along with all necessary tools and materials to complete the scope of work.

MP&RD will provide park maps and information, stakeholder outreach, and access to appropriate facilities for meetings. MP&RD will ensure that all project boundaries are clearly defined on the ground.


Proof of standard general liability insurance is available on request; additional insurance, licenses, or certifications may require additional fees.

A deposit of \$500 is required in order to schedule the project. Invoice for the balance will be delivered upon project completion, payment in full is due within 30 days of invoice date.

City of Morristown



Memorandum

Date: August 16, 2019
To: Mayor and City Council
From: Cindy Dibb, Deputy Clerk/Executive Assistant 
Re: Appointment of Board/Commission Member(s)

The following Board/Commission Members appointment(s)/reappointment(s) are to be considered at the August 20, 2019, council meeting.

- City Council appointment or re-appointment to the Morristown-Hamblen Humane Society for a three (3) year term to expire on May 15, 2022; term expired Dr. Ian O'Connor; Dr. O'Connor did not wish to be reappointed. Carrie Boley has indicated her willingness to serve.
- City Council appointment or re-appointment to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2024; term expiring Charles Hurt; Mr. Hurt does not wish to be reappointed. Amy Hemminger has indicated her willingness to serve.