

**FINANCE COMMITTEE**

**May 21, 2019**

**3:45 p.m.**

**1. Finance Committee**

**WORK SESSION**

**May 21, 2019**

**4:15 p.m.**

**2. Agenda Review**

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**May 21, 2019**

**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Pastor Don Lamb, Chaplain Morristown Fire Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. May 7, 2019

2. May 13, 2019 "Sine Die"

**6. PROCLAMATIONS/PRESENTATIONS**

1. GFOA Distinguished Budget Presentation Award for Fiscal Year Beginning July 1, 2018

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

**8. OLD BUSINESS**

[Return to Agenda](#)

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

**1. Ordinance No. 3611.04**

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 to re-appropriate funds in the General Fund.

**2. Ordinance No. 3611.05**

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 for unanticipated appropriations in the Solid Waste/Sanitation Fund.

**9. NEW BUSINESS**

**9-a. Resolutions**

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

A resolution authorizing the issuance of general obligation refunding bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$14,500,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

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

**1. Ordinance No. \_\_\_\_\_**

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property identified as being located in the fourth civil district of Hamblen County, having Hamblen County Tax Parcel ID #034 031.00 which contains approximately 23.5 acres more or less.

**{Public Hearing June 4, 2019}**

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

- 1. Approval of the 2019 Tennessee Agriculture Enhancement Program (TAEP) - Community Planning Grant.**
- 2. Approval of Contract between the City of Morristown and Michael Baker International (MBI) in the amount of \$168,674 for Engineering Services for the East Tennessee Progress Center.**
- 3. Approval of Contract Amendment with Design Innovation Associates (DIA) in the amount of \$25,982.50 for additional Design Services for Roof Work for Morristown Fire Station Number 2.**
- 4. Approval to renew the Pest Control and Elimination Agreement with Adrian Hale Pest Control for two years in the amount of \$412 per month.**

5. Approval to renew the Brokerage/Consulting Services for Group Insurance & Voluntary Insurance Benefits Agreement with Mark III Employee Benefits for one additional year in the amount of \$30,000.
6. Approval to renew the Turf Management Agreement with Tennessee Turf Masters for one additional year in the amount of \$376.29 per month.
7. Approval of Contract between the City of Morristown and USI Consulting Group for Actuarial Study services.
8. Approval of Bid for Injection Well Repair in the Morristown Airport Industrial District in the amount of \$159,415 to Bewley Excavation.
9. Approval of Election Expenditures in the amount of \$19,568.86 for the May 7, 2019 Morristown City Election.
10. License Agreement between the City of Morristown and the State of Tennessee for 300 & 410 Dice Street, Morristown, Tennessee.
11. Approval of Design Innovation Architects Amendment No. 5 in the amount of \$2,600 for replacement of exterior doors for the City Center Plaza/Garage Project.
12. Approval to renew the Preventative Maintenance Agreement with Cook's Mechanical Services for one year in the amount of \$34,496.
13. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and JDG. LLC (Advance Financial).
14. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Anthony McCarter (Citizens National Bank).

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

1. Mayor's Appointment of a Councilmember to the Finance Committee to fill the unexpired term of Councilmember Dennis Alvis; term to expire on January 1, 2020.
2. City Council Appointment of a Councilmember to the Ambulance Authority Board of Directors to fill the tenure term of Councilmember Dennis Alvis.
3. City Council Appointment of a Councilmember to the Parks and Recreation Advisory Board to fill the tenure term of Councilmember Dennis Alvis.
4. City Council appointment(s) or reappointment(s) to the Parks and Recreation Advisory Board for a three (3) year term to expire on June 1, 2022; terms expiring Joe Frye, Randall Jolley, Ed Sempowski.

**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:**

May 23, 2019	Thursday	10:00 a.m.	Budget Work Session and Project Site Visits
May 27, 2019	Monday		City Employee's Holiday – Memorial Day
May 28, 2019	Tuesday	5:00 p.m.	Budget Work Session
June 4, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 4, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 18, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 18, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 2, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 2, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2019	Thursday		City Employee's Holiday Independence Day
July 16, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting
July 16, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
July 16, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 6, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 6, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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	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	3:45 p.m.	Finance Committee Meeting
September 17, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
September 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA**

**May 21, 2019**

1. Tennessee College of Applied Technology (TCAT) Update
2. Farmer's Market
3. Proposed Contracts with Hamblen County
4. Budget

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
MAY 7, 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, May 7, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Dennis Alvis, Chris Bivens, Bob Garrett, Kay Senter and Ken Smith, absent: Tommy Pedigo

Reverend Charles Mills, Chaplain, Morristown Police Department led in the invocation and Councilmember Dennis Alvis led the "Pledge of Allegiance".

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

A Public Hearing was held relating to Ordinance No. 3631; no one spoke

Councilmember Senter made a motion to approve Ordinance No. 3631 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3631**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Controls), Amending Chapter 2, Section 14-203, Definitions of Family in the Morristown Municipal Code.**

Councilmember Alvis made a motion to approve Ordinance No. 3611.04 on first reading and schedule a public hearing relative to final passage of said ordinance for May 21, 2019. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3611.04**

**An Ordinance to amend Ordinance No. 3611, the City of Morristown, Tennessee annual budget for Fiscal Year 2018-2019 and to re-appropriate funds in the General Fund.**

Councilmember Senter made a motion to approve Ordinance No. 3611.05 on first reading and schedule a public hearing relative to final passage of said ordinance for May 21, 2019. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3611.05**

**An Ordinance to amend Ordinance No. 3611, the City of Morristown, Tennessee annual budget for Fiscal Year 2018-2019 and to re-allocate funds for unanticipated appropriations in the Solid Waste/Sanitation Fund.**

Councilmember Smith made a motion to approve the Change Order No. 4 for the Freddie Kyle Greenway pending approval from the State of Tennessee Department of transportation (TDOT). Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the 2019-2024 Community Development Block Grant Consolidated Plan as presented. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for approval of the Contract between Burke Ailey in the amount of \$665,582 for Phase III Site Improvements for Petoskey Plastics. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney announced that he has reappointed Willie Santana as the Mayor's Designee to the Morristown-Hamblen Humane Society; term to expire on May 15, 2020.

Mayor Chesney announced that the Council nominee position on the Morristown-Hamblen Humane Society Board will be left appointed at a later date.

Mayor Chesney announced that the Sine Die Session and Swearing-In Ceremony for the newly elected Councilmembers is scheduled for May 13, 2019 at 5:00 p.m. in the Council Chambers.

Mayor Chesney adjourned the May 7, 2019 City Council meeting at 5:23 p.m.

---

MAYOR

ATTEST:

---

CITY ADMINISTRATOR



**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
MAY 13, 2019**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in "Sine Die" session at the regular meeting place of the council in the Morristown City Center at 5:00 p.m., Monday, May 13, 2019 with Honorable Mayor Gary Chesney presiding and the following named Councilmembers present; Dennis Alvis, Bob Garrett, Chris Bivens, Tommy Pedigo, Kay Senter, Ken Smith.

Councilmember Alvis made a motion to approve the certification of the May 7, 2019 City Election results as spread below. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

<b>MAYOR</b>	<b>Gary D. Chesney</b>	<b>590 Elected</b>
<b>COUNCILMEMBER AT LARGE</b>	<b>Ken Smith</b>	<b>575 Elected</b>
<b>COUNCILMEMBER WARD #2</b>	<b>Chris Bivens</b>	<b>550 Elected</b>
<b>COUNCILMEMBER WARD #4</b>	<b>Al A'Hearn</b> Steve Lawrence	<b>457 Elected</b> 271

Mayor Chesney adjourned the "Sine Die" and Judge James E. Beckner swore in the newly elected Mayor and City Councilmembers.

Mayor Chesney adjourned the May 13, 2019 "Sine Die" City Council meeting at 5:17 p.m.

ATTEST:

\_\_\_\_\_  
Mayor

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

**CERTIFICATION OF ELECTION RESULTS  
FOR THE CITY OF MORRISTOWN ELECTION  
HELD MAY 7, 2019**

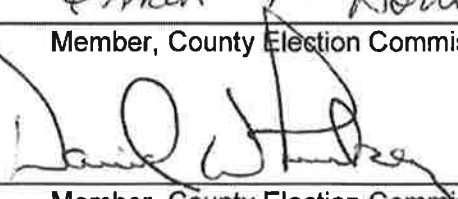
We, the undersigned members of the **Hamblen County Election Commission**, do hereby certify that we held a **Municipal Election** for the **City of Morristown** on **Tuesday, May 7, 2019**, in all of the voting precincts in this city, according to law, for the purpose of electing the offices of **Mayor, Council Member At-Large, Council Member Ward 2 and Council Member Ward 4**, and that we have canvassed the returns of said election as required by law, and we do hereby certify that the following 3 pages of tabulation are a true, correct, and complete accounting of the results by precinct and county of said election as established by the canvassing of the returns, this **10<sup>th</sup>** day of **May 2019**.

*At least three (3) commissioners must sign below:*

  
Chairman, County Election Commission

  
Secretary, County Election Commission

  
Member, County Election Commission

  
Member, County Election Commission

  
Member, County Election Commission



**State of Tennessee - Hamblen County**  
**May 7, 2019**  
**Municipal - City of Morristown**  
**Mayor**

1 Gary D. Chesney	590
<b>Total Votes</b>	<b>590</b>

**City Council Member - At-Large**

1 Ken Smith	575
<b>Total Votes</b>	<b>575</b>

**City Council Member - Ward 2**

1 Chris M. Bivens	550
<b>Total Votes</b>	<b>550</b>

**City Council Member - Ward 4**

1 Al A'Hearn	457
2 Steve Lawrence	271
<b>Total Votes</b>	<b>728</b>

---

**State of Tennessee**  
**May 7, 2019**  
**Municipal - City of Morristown**

---

**Mayor**

1. Gary D. Chesney

	1
<b>Hamblen County</b>	
01-1	98
02-1	74
03-1	78
04-1	37
05-1	173
06-1	42
07-1	25
08-1	19
11-1	8
11-2	1
12-1	11
14-1	24
<b>Totals</b>	<b>590</b>

---

**City Council Member - At-Large**

1. Ken Smith

	1
<b>Hamblen County</b>	
01-1	97
02-1	70
03-1	74
04-1	40
05-1	167
06-1	38
07-1	27
08-1	19
11-1	10
11-2	1
12-1	12
14-1	20
<b>Totals</b>	<b>575</b>

---

---

**State of Tennessee**  
 May 7, 2019  
**Municipal - City of Morristown**

---

**City Council Member - Ward 2**

1. Chris M. Bivens

	1	
<b>Hamblen County</b>		
01-1	99	
02-1	69	
03-1	68	
04-1	36	
05-1	163	
06-1	32	
07-1	23	
08-1	16	
11-1	10	
11-2	1	
12-1	11	
14-1	20	
<b>Totals</b>	<b>550</b>	

---

**City Council Member - Ward 4**

1. Al A'Hearn  
 2. Steve Lawrence

	1	2	
<b>Hamblen County</b>			
01-1	80	45	
02-1	63	35	
03-1	65	44	
04-1	28	24	
05-1	138	61	
06-1	33	17	
07-1	14	21	
08-1	15	7	
11-1	7	3	
11-2	0	1	
12-1	8	8	
14-1	16	5	
<b>Totals</b>	<b>457</b>	<b>271</b>	

---



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

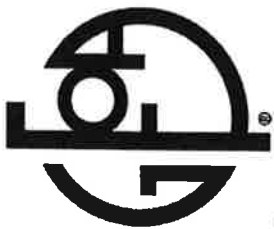
**City of Morristown  
Tennessee**

For the Fiscal Year Beginning

**July 1, 2018**

*Christopher P. Morill*

Executive Director



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

## **CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION**

*to*

**Anthony W. Cox, City Administrator  
City of Morristown, Tennessee**

*The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.*



Executive Director

*Christopher P. Morill*

Date

**March 05, 2019**

# APPROPRIATION ORDINANCE

Ordinance Number: 3611.04

TO AMEND ORDINANCE NUMBER 3611, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2018-2019 AND TO REAPPROPRIATE \$190,000 FOR THE PURCHASE OF A NEW LEAF TRUCK FOR PUBLIC WORKS. THIS WAS PREVIOUSLY BUDGETED. HOWEVER, WHEN THE TRUCK ARRIVED IN THIS FISCAL YEAR IT DID NOT MEET SPECS AND WAS REJECTED. THIS AMENDMENT WILL REAPPROPRIATE FUNDS AND ALLOW FOR THE TRUCK TO BE REBID.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Public Works	110.43160.971	Motor Equipment			\$ 190,000	
General (#110)	Fund Balance	110.27100.000	Unassigned Fund Balance		\$ 190,000		
			Totals	\$ -	\$ 190,000	\$ 190,000	\$ -

PASSED ON FIRST READING THIS 7th Day of May 2019

ATTEST:

\_\_\_\_\_  
Mayor

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

PASSED ON SECOND READING THIS 21st Day of May 2019

ATTEST:

\_\_\_\_\_  
Mayor

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



# APPROPRIATION ORDINANCE

Ordinance Number: 3611.06

TO AMEND ORDINANCE NUMBER 3611, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2018-2019 AND TO RE-ALLOCATE FUNDS TOTALING \$58,000 DUE TO RECLASSIFICATION OF EXPENDITURES IN ACCORDANCE WITH THE CHART OF ACCOUNTS; AND TO APPROPRIATE \$78,218 TO ALLOW FOR UNEXPECTED EXPENDITURE.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
Solid Waste/Sanitation (435)	Sanitation	435-43210-111	Salaries & Wages			\$ 73,443	
Solid Waste/Sanitation (435)	Sanitation	435-43210-112	Overtime			\$ 6,550	
Solid Waste/Sanitation (435)	Sanitation	435-43210-210	FICA			\$ 4,248	
Solid Waste/Sanitation (435)	Sanitation	435-43210-212	Medicare			\$ 527	
Solid Waste/Sanitation (435)	Sanitation	435-43210-361	Repair & Maint. Vehicles			\$ 2,000	
Solid Waste/Sanitation (435)	Sanitation	435-43210-433	Veh Parts/Oil/Fluid/Tires			\$ 10,000	
Solid Waste/Sanitation (435)	Sanitation	435-43210-562	Landfill Fee / Disposition			\$ 38,450	
Solid Waste/Sanitation (435)	Sanitation	435-49180-711	Debt Principal			\$ 1,000	
Solid Waste/Sanitation (435)	Sanitation	435-43210-213	TCRS				\$ 7,000
Solid Waste/Sanitation (435)	Sanitation	435-43210-214	Employee Health Insurance				\$ 30,000
Solid Waste/Sanitation (435)	Sanitation	435-43210-219	Workers Compensation Ins				\$ 5,000
Solid Waste/Sanitation (435)	Sanitation	435-43210-399	Other Contracted Services				\$ 5,000
Solid Waste/Sanitation (435)	Sanitation	435-43210-431	Gasoline & Diesel Fuel				\$ 10,000
Solid Waste/Sanitation (435)	Curbside Recycle	435-44500-431	Gasoline & Diesel Fuel				\$ 1,000
Solid Waste/Sanitation (435)	Fund Balance	435-26230-000	Sanitation Department - Fund Balance		\$ 78,218		
			Totals	\$ -	\$ 78,218	\$ 136,218	\$ 58,000

PASSED ON FIRST READING THIS 7th Day of May 2019

ATTEST: \_\_\_\_\_

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

PASSED ON SECOND READING THIS 21st Day of May 2019

ATTEST: \_\_\_\_\_

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

[Return to Agenda](#)

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

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$14,500,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

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

WHEREAS, the Municipality has previously incurred indebtedness pursuant to a Loan Agreement dated as of September 23, 2013, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality (the "Outstanding Loan") in order to finance public works projects, specifically improvements to the sewer system of the Municipality; and

WHEREAS, in order to fund the Outstanding Loan, the Clarksville Authority issued a bond (the "Prior Bond") to Pinnacle Bank (the "Prior Bondholder");

WHEREAS, all or a portion of the Outstanding Loan can now be refunded for the purpose of reducing the interest rate related to such borrowing; and

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

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$14,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) "Bonds" means the not to exceed \$14,500,000 General Obligation Refunding Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds is expected to result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

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

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the refunding of the Refunded Indebtedness and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$14,500,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds, Series 2019", shall be dated their date of issuance, and shall have such dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%), payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing September 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on September 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2020 through 2033, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

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

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

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

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

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

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

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

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

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

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



to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

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

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by



the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

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

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

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

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their

beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

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

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

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

arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

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

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

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall be additionally payable from but not secured by the revenues of the sewer system of the Municipality.

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

(Form of Bond)

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

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CITY OF MORRISTOWN, TENNESSEE  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2019

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner

hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on September 1, 2019, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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



Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

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

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

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

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

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

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

\*Final Maturity

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

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

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



denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality to finance the cost, in whole or in part, of (i) refinancing the Municipality's outstanding indebtedness under a Loan Agreement dated as of September 23, 2013, between The Public Building Authority of the City of Clarksville, Tennessee (the "Clarksville Authority") and the Municipality and (ii) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on May 21, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall be additionally payable from but not secured by the revenues of the sewer system of the Municipality.

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

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

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

CITY OF MORRISTOWN, TENNESSEE

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

ATTESTED:

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

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

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

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

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

(FORM OF ASSIGNMENT)

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

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

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

Signature guaranteed:

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

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

payment of debt service on the Bonds including revenues of the sewer system as described in Section 5 hereof.

Section 8.      Sale of Bonds.

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

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

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

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

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

(3)      change the first interest payment date on the Bonds, or any series thereof, to a date other than September 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

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

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

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

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

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

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

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

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

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

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

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

(b) The remainder of the proceeds of the sale of the Bonds shall be applied to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

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

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

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

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

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

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

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

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



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

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

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

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

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

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



Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 21<sup>st</sup> day of May, 2019.

---

Gary Chesney, Mayor

Attest:

---

Anthony W. Cox, City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on May 21, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2019.

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

EXHIBIT A

REPORT OF DIRECTOR OF STATE AND LOCAL FINANCE

25615975.2

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: May 21st 2019  
SUBJECT: Annexation Request

## **BACKGROUND:**

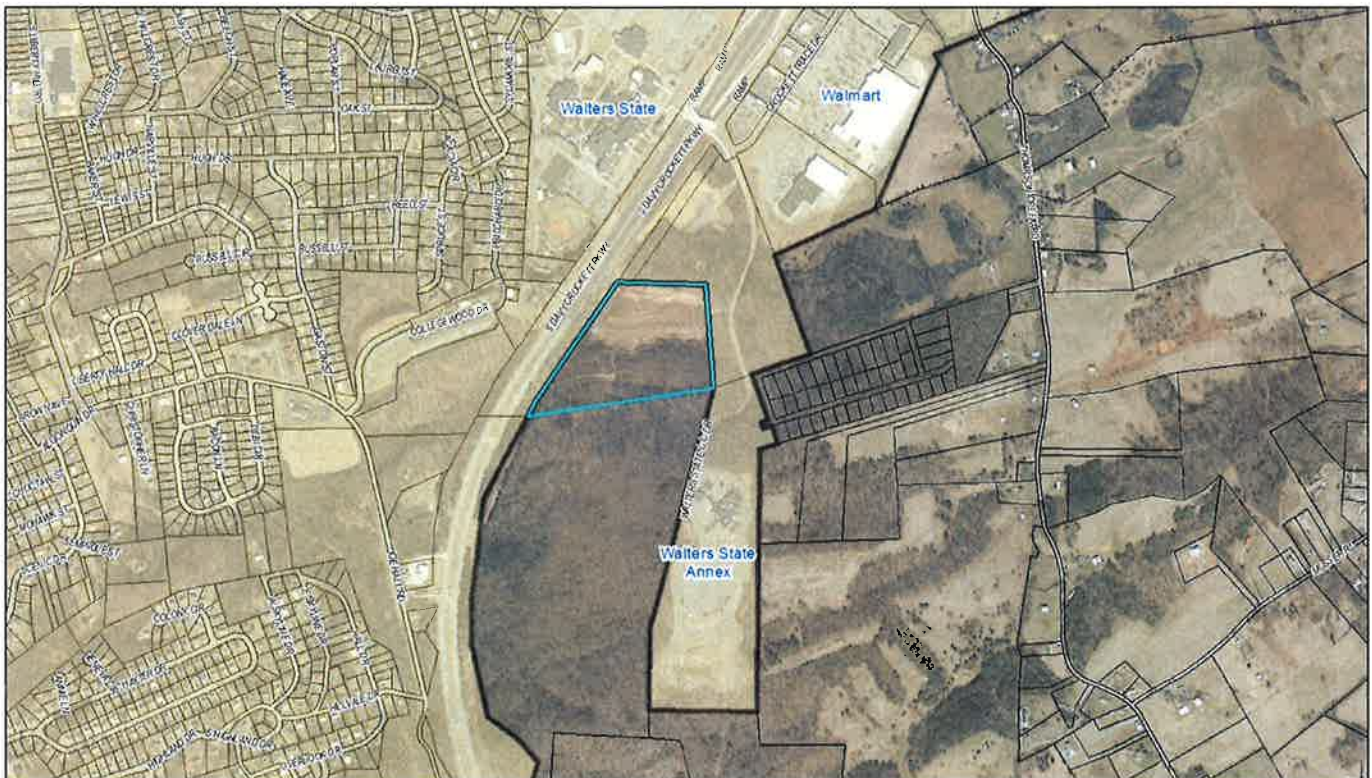
A request for annexation has been submitted by Mr. Mitch Cox on behalf of property owners James and Sarah Gose for their property located off of South Davy Crockett Highway in the City's Urban Growth Boundary region, just south of Crockett Square/Walmart shopping center. The property being 23 acres in size will be developed into a 250 unit residential complex.

Existing County zoning for this property is A-1, Agricultural and Forestry. The applicant is requesting the property be given an assigned zoning designation of R-3, High Density Residential in lieu of the typical 'placeholder' designation of R-1, Single Family Residential. The applicant has already submitted a multifamily residential site plan and is asking for approval of both annexation and site plan simultaneously. It is their intent to begin excavation immediately following approval of the annexation.

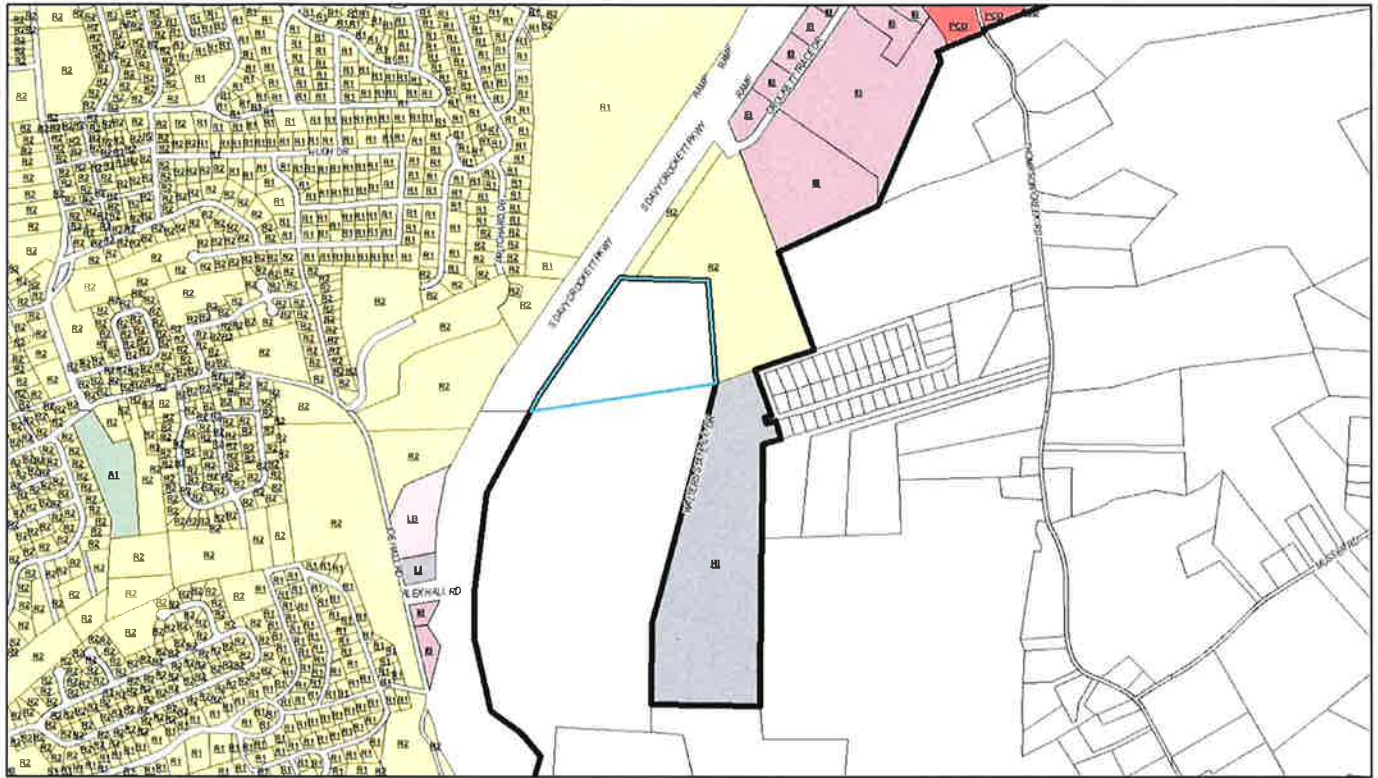
Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs. No additional right-of-way is to be included. No additional Fire or Police personnel will be required at this time.

## **RECOMMENDATION:**

The Planning Commission at their May 14<sup>th</sup> meeting voted unanimously to forward this request on to City Council for approval.



[Return to Agenda](#)





ORDINANCE NO. \_\_\_\_\_

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

*Annexation of property identified as being located in the fourth civil district of Hamblen  
County, having Hamblen County Tax Parcel ID #034 031.00 which contains approximately  
23.5 acres more or less, the general location being shown on the attached exhibit A;*

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

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

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

1. PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:
2. Heavy Density Residential (R-3) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

**PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
MAYOR

ATTEST:

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

**PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
MAYOR

ATTEST:

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



**PLAN OF SERVICES  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG THE EAST SIDE OF SOUTH DAVY CROCKETT HIGHWAY (APPALACHIAN HIGHWAY) AND SHOWN AS LOTS 1 AND 2 OF THE JOHN AND MURIEL ARNOLD PROPERTY AS RECORDED IN PLAT CABINET A SLIDE A94**

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

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

*Property identified as being located in the fourth civil district of Hamblen County, Hamblen County  
Tax Parcel ID # 034 031.00, shown as the John and Muriel Arnold Property survey of which is  
found in Plat Cabinet A, Slide A94 and as shown on the attached Exhibit A;*

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

**Police Protection**

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

**Fire Protection**

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

**Water Service**

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

**Sanitary Sewer Service**

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

**Electrical Service**

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

**Refuse Collection**

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

**Streets**

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

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

**Inspection Services**

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

**Planning and Zoning**

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be R-3 (High Density Residential).

**Street Lighting**

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

**Recreation**

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

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

Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor  
ATTEST:

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

**TENNESSEE DEPARTMENT OF AGRICULTURE  
DIVISION OF FORESTRY  
&  
TENNESSEE URBAN FORESTRY COUNCIL**

**TAEP**  
**Tennessee Agricultural Enhancement Program**  
**GRANT INFORMATION**



**Community Tree Planting Projects on Public Land**

Cities | Towns | Counties  
Community Organizations  
Non-Profit Organizations

**CLOSING DATE FOR PROPOSALS: June 07, 2019**



## TABLE OF CONTENTS

	Page
General Information	3
Species of Trees Not Funded	7
Project Application Details	7
Timetable	9
Abridged Version of Division of Forestry's Tree Planting Guidelines	10

\*\*\*\*\*

### Important Items:

- All grant contracts will start on November 1, 2019 and end on April 30, 2020.
- Riparian tree planting on public or private land is available for funding with TAEP funds.
- Tree labels for an arboretum or outdoor classroom can be purchased using TAEP funds.
- Title VI training is required for all proposals.
- In an effort to fund more projects **if proposals exceed available funds**, maximum grant funds on Irrigation Devices will be \$15/device and \$150 for Signage.
- Eligible expenses to be reimbursed are the cost and shipping of trees, contracted planting, mulch, irrigation devices, tree labels and signage for FY 2020. Any other expenses not covered under the grant, cannot be used for match.
- Tree species with a maturing height between 20-40 feet are allowed under TAEP, but can only consist of 25% of the total submitted project. Projects with a higher percentage will be evaluated on a case by case basis.
- **Private Non-Profit** land with public access can be planted using TAEP funds.
- Certain species of trees will not be funded. See species list on page 7.
- Upon completion of the tree planting, all sites will be visited and inspected by a TUFC Representative to affirm tree numbers, species, location, and proper planting.
- **ANY ITEMS PURCHASED OR INVOICED OUTSIDE OF THE CONTRACT DATES WILL NOT BE REIMBURSED**

## **GENERAL INFORMATION**

### **Introduction**

The TAEP (Tennessee Agricultural Enhancement Program) grant fund for community tree planting is provided by the 2008 State Legislature to the Tennessee Department of Agriculture. This year's tree planting program is the result of a cooperative effort between the Tennessee Department of Agriculture, Division of Forestry (TDF), and the Tennessee Urban Forestry Council (TUFC). The program will be administrated by TUFC in partnership with TDF. All grant contracts will be by and between the grantee and TUFC.

### **Goal and Objective**

The goal of TAEP community tree planting grant is to increase the tree resource base in cities and towns across the State of Tennessee. It is NOT to provide beautification. Trees are work horses for our communities, providing energy savings through shading, storm water mitigation, rain interception, and air quality improvement through filtration and absorption. These are direct cost saving benefits to communities. Beautification should not be used as an objective for a TAEP tree planting project.

### **Definition of Tree and Shrub**

Tree - a woody plant with a single trunk, or multiple trunks capable of growing to a height of 15 feet or more.

Shrub - a woody plant with a multiple stem growing to a height of up to 15 feet.

TAEP grants are for the planting of trees that will mature at a height of at least 20 feet or more.

**Any tree with a mature height below 20 feet is NOT eligible for funding.**

### **Eligible Grantees**

Grants may be awarded to:

- cities and towns
- other local units of government
- approved non-profit organizations such as neighborhood associations, civic groups, and community volunteer tree groups
- Elementary, secondary educational and higher learning institutions

### **Available Funds**

Eligible applicants may apply for grants up to \$20,000.

### **Technical Assistance**

Potential grantees are encouraged to seek assistance in developing their grant proposals. Sources of assistance include Division of Forestry personnel, arborists, nurserymen, horticulturists, consulting urban foresters, landscape architects and other specialists in related fields.

If the project is going to involve a specialist, please include a letter from him/her to prove they are aware of their commitment.

### **Eligible Expenses**

The following are eligible expenses for grant and match.

- cost of trees
- mulch
- shipping
- contracted labor to plant trees
- acknowledgement sign
- irrigation devices
- tree labels

**ANY ITEMS PURCHASED OR INVOICED OUTSIDE OF THE CONTRACT DATES WILL NOT BE REIMBURSED**

### **Tree Labels**

With the growth of the arboretum program administered by the Tennessee Urban Forestry Council (TUFC), the urban staff is accepting grant proposals for the purchase of tree labels for an arboretum or outdoor classroom.

### **Planting Locations**

The intent of TAEP grant funds is to increase tree canopy on public land but trees can be planted elsewhere. TAEP funds can be used to plant on Private Non-Profit lands that has public access. Special consideration is also given toward private property that is frequently used for community events. Riparian areas are also acceptable planting locations for TAEP funds.

### **Riparian Buffer**

A riparian buffer is the transitional area between land and water that contains a mix of trees, shrubs, grasses and wildflowers. This vegetated strip of land "buffers" a waterway from human impacts. The function of a riparian buffer is to stabilize the banks of a waterway, create habitat, filter stormwater pollutants, and provide flood storage.

The urban staff in an effort to mitigate stormwater, improve terrestrial and aquatic life, stabilize the banks of waterways, and improve water quality is accepting grant proposals to plant trees in riparian buffers on public and private lands. Eligible grantees remain cities & towns, Non-Profits,



and institutions of higher learning. A riparian buffer consists of an area within a 35 foot zone extending out from the bank of a waterway. Individual landowners do not qualify for this program.

The Tennessee Urban Riparian Buffer Program began with a federal grant from the USDA Forest Service to reclaim and protect eight defined watersheds within Davidson County. Over a three year span almost 28,000 trees were planted with nearly 2,800 volunteers within 30,451 feet of buffer along waterways. At the conclusion of the project the Tennessee Urban Riparian Buffer Handbook was produced. An online copy is available at: <http://bit.ly/TURBhandbook>

#### **(CASH 50-50 MATCH) Requirements**

TAEP community tree planting grants require a match equal to the grant (Cash 50-50 match).

Match will be allowed for trees, shipping, purchased mulch, contracted planting, acknowledgement sign, and irrigation devices only. Grantees can use volunteer labor or city crews to plant, but the value or cost can NOT be included as match. Here are some examples.

Example #1		Example #2		Example #3	
Cost of Trees	\$5000	Cost of Trees	\$5000	Cost of Trees	\$5000
		Cost to contract plant	\$3000	*Cost for city crews to plant	\$3000
Reimbursement	\$2500	Reimbursement	\$4000	Reimbursement	\$2500

Example #4		Example #5	
Cost of Trees	\$5000	Cost of Trees	\$5000
Mulch	\$500	*Value of donated mulch	\$200
Shipping	\$500	Shipping	\$400
Cost to contract plant	\$3000	* Value of Volunteer Planting time	\$2000
Reimbursement	\$4500	Reimbursement	\$2700

\*Unallowable Expense

A one year guarantee is NOT eligible for reimbursement. If the project includes a one year guarantee, the costs for tree replacement, watering, or other maintenance are not an allowable cost.

**ANY ITEMS PURCHASED OR INVOICED OUTSIDE OF THE CONTRACT DATES WILL NOT BE REIMBURSED**

### Review

Proposals will be reviewed and ranked by the Division of Forestry's Urban Forestry Staff and the Tennessee Urban Forestry Council. Projects to be funded will be recommended to the State Forester for final approval.

Proposals will be rated on:

- General project merit and completeness of the application.
- Financial documents, such as completeness budget and accuracy of the math.
- Technical aspects of the application, including the planting map, appropriate species, soil considerations, maintenance and watering plan, and planting specifications.

### Reporting Requirements

- Complete Title VI Pre-Award Survey and submit with application.
- Complete a W-9 Form and submit with your application.
- Complete the Supplier Direct Deposit Form to the address on the form. DO NOT INCLUDE WITH YOUR APPLICATION.
- A final report on the planting project is due when Grantee submits request for reimbursement.

Grant recipients are subject to periodic and post - completion inspections, reviews, and audits by The Tennessee Department of Agriculture Division of Forestry, The Tennessee Urban Forestry Council and the Tennessee Comptroller's Office.

- **ALL PLANTINGS WILL BE INSPECTED BY THE TENNESSEE URBAN FORESTRY COUNCIL FOR COMPLIANCE WITH SPECIES, LOCATION AND PROPER PLANTING TECHNIQUE.**

### Reimbursement

**ANY ITEMS PURCHASED OR INVOICED OUTSIDE OF THE CONTRACT DATES WILL NOT BE REIMBURSED**

Funds are reimbursed after completion and inspection of the project AND all invoices are submitted, not at the time a contract is signed. An interim payment may be made if the grantee can demonstrate a dire need for a partial reimbursement. To receive reimbursement, a grantee must submit:

- Detailed invoice as outlined in the standard state contract (invoice template will be provided)
- Detailed invoice(s) of tree purchases, planting costs if planting was contracted, shipping, mulch, irrigation devices, tree labels, and signage.
- Summary expense form (will be provided)
- Invoices & work must be dated within the contract dates

A grantee will be reimbursed 50% of the cost of purchasing trees, shipping, mulch, irrigation devices, contracted labor, tree labels, and acknowledgment sign.

## Title VI Compliance

A Title VI Pre-Award Survey found in the Title VI Packet must be completed and submitted with your application. (CAN THE FORM BE SUBMITTED LEGALLY WITH DIGITAL SIGNATURE)

Commented [JS1]: Kelly can you answer this?

### SPECIES OF TREES NOT FUNDED

Green & White Ash- Emerald Ash Borer  
Leyland Cypress- seridium canker (West Tennessee only)  
Hemlock- Hemlock Woolly Adelgid  
American Elm- The threat of Dutch Elm Disease (resistant varieties can be used)  
Silver Maple- undesirable urban species  
Bradford Pear- undesirable urban species

### PROJECT APPLICATION DETAILS

Urban TAEP Grant Contracts are for tree planting in cities, towns and communities across Tennessee. The goal of the program is to bolster local tree planting efforts to increase the urban tree resource canopy.

For successful tree planting projects, attention must be paid to the planting site. Applications should describe the conditions of the site and the soil where the trees will be planted. As an example, consider most mall trees or most parking lot trees, these trees are typically planted in soils so compacted; they never grow to their full potential and often fail to survive more than 15 years. If the project under consideration has these or similar conditions, a plan for site modification should be included.

Grantees are required to follow the Tennessee Department of Agriculture, Forestry Division's tree planting guidelines and practices. A shortened version is attached to the back of this information packet.

Grantees are required to use Tennessee grown trees. Evidence of trees grown in-state can be provided by submitting an invoice of an in-state nursery at the time of grant reimbursement. Trees must also meet the minimum ANSI Z-60.1- 2014 American Standard for Nursery Stock.

Citizen Oversight - To help ensure that State tax dollars are spent effectively and efficiently, each grantee will appoint a committee of at least 3 citizens from the community. These committee members may be existing local tree boards. Individuals who have a direct interest in purchasing or planting trees cannot serve on this local committee.

All projects must provide an acknowledgment of the Tennessee Department of Agriculture, Division of Forestry and the Tennessee Urban Forestry Council. All projects must provide an acknowledgement sign placed at the planting site that states, **"This tree planting project was completed by (your local community name) in collaboration with the Tennessee Urban Forestry Council with funding by the Tennessee Agricultural Enhancement Program as provided by the Tennessee Department of Agriculture, Forestry Division."** The sign may be

removed after 3 years.

All plantings must be watered for one growing season during dry periods. Watering during years 2 & 3 must be planned for as well. Who will undertake the watering must be identified.

All applications proposing to use trees larger than 2" caliper must explain why larger stock is needed. "Because the plan calls for them" is not a justification.

In addition, the application must include all the items in the next section entitled FORMAT FOR PROPOSALS.

All projects must provide a letter from any person who is expected to assist in completing the project. This letter acknowledges that the individual has been contacted and is aware of his/her anticipated participation in the project.

### TIMETABLE

April 30, 2019	Tennessee Urban Forestry Councils TAEP Announcement Letter will be sent to potential applicants Urban TAEP Grant Information Packet & Application available on website.
June 7, 2019	Urban TAEP Grant Applications acceptance closes at 5:00 pm EST. All Applications MUST BE RECEIVED electronically by this time.
June 28, 2019	Applications will be reviewed by Tennessee Urban Forestry Council and Division of Forestry Urban Forestry Staff
July 8, 2019	"Not accepted" letters will be mailed Prospective Grantees will be contacted by TUFC
August 1, 2019	Urban TAEP Grant Contracts will be written and electronically sent to Grantee
September 13, 2019	Urban TAEP Grant Contracts, signed by grantee must be received by the Tennessee Urban Forestry Council no later than 5:00 pm EST (address of acceptance will be provided).
November 1, 2019	Beginning date of Urban TAEP Grant Contract
March 30, 2020	Planting of bare root seedlings must be completed
April 15, 2020	Planting of balled & bur lapped must be completed
April 30, 2020	Ending date of Urban TAEP Grant Contract
June 30, 2020	Last day to accept Urban TAEP Grant Contract Invoices for reimbursement A final report on the planting project is due when Grantee submits request for reimbursement. ANY ITEMS PURCHASED OR INVOICED OUTSIDE OF THE CONTRACT DATES WILL NOT BE REIMBURSED

**Submitting an Application**

Application must be SUBMITTED ELECTRONICALLY via ([TAEP Grant Application](#)) by 5:00 p.m. EST on Friday, June 07, 2019. Faxed or emailed materials will NOT be accepted.

**For assistance, please call or email:**

TUFC Executive Director:      Mike Dorsey      615-638-8027      [info@TUFC.com](mailto:info@TUFC.com)



**Tree Planting Guidelines**  
**Tennessee Department of Agriculture, Forestry Division**

NOTE: TREES PLANTED USING A GRANT FROM THE DEPT OF AGRICULTURE FORESTRY DIVISION MUST FOLLOW THESE GUIDELINES.

In order to have a healthy tree in the future; the tree must be planted properly. The following are guidelines to assist you in planting your tree properly. Prior to planting remember to move the tree by the root ball or the container. Never grab it by the trunk.

1. **Digging the Hole:** The planting hole should be at least twice the width of the rootball or container to encourage the roots to grow into the surrounding soil. The sides of the planting hole should be sloped. The depth of the hole should be the same as the distance from the root flare of the tree to the bottom of the container or ball. Most trees have the root ball below the top of the ball or soil in the container, so digging a hole the same depth of the ball or soil in the container often results in planting the tree too deep. One can check the root flare depth by digging down next to the trunk to find the flare.
2. **Tree Preparations:** For container trees, remove the container. Place the root "ball" in the hole. Cut the circling roots in the outer part of the ball with 4 to 6 cuts, or gently pull the roots out of the ball and plant them in trenches leading away from the planting hole. (A planting hole does not have to be round.) For B&B trees, place the ball in the hole, then remove the rope around the trunk, and then reach down in the hole and cut away as much burlap as possible. Also, use wire cutters to remove as much of the wire basket as possible. This should be done after the tree is in its final position and ready to be back filled.
3. **Backfill:** Use the same soil that was taken out of the hole. If the soil is very poor and appears to need topsoil, increase the hole size and sparingly mix in some local topsoil (avoid using potting soil, peat moss, and soil amendments). Remove stones and other debris. Fill the hole halfway with backfill, then water. Finish filling the hole with the backfill and water again. Make sure to work the soil around the ball firmly to eliminate any air pockets. Also, make sure the tree is vertical and properly supported, but do not pack the soil around the trunk.
4. **Mulch:** The area around the tree should be mulched with woodchips, barkchips, or pine mulch. The mulch should be 3 to 4 inches thick and cover the entire planting area and beyond. The mulch needs to be placed in a donut or tire shape around the trunk of the tree. The mulch must be kept away from the trunk of the tree to keep insects away and prevent the trunk from being excessively wet. Mulch helps conserve soil moisture, reduces the competition from unwanted weeds, keeps lawn mowers and string trimmers from damaging the trunk, and moderates soil temperature extremes. **Do not use sawdust, black plastic, or grass clippings as mulch. Do not make mulch volcanos.**
5. **Trunk Wraps:** Research indicates there are no benefits from using trunk wraps and it may encourage damaging insects or diseases.
6. **Staking:** Staking is not necessary if the tree has a proper size rootball and has not been pruned too high. Stakes may help prevent lawnmowers and string trimmers from damaging the tree. If staking is needed for support, attach them so the tree has some sway. **NEVER** leave wires or straps on the tree for more than one growing season.
7. **Fertilizing:** Generally new trees do not need fertilizers. Using the wrong product could damage the already reduced root system. Fertilize the first year only if a specific problem develops.
8. **Pruning:** Prune only the branches that are dead, broken or severely deformed during the first growing season. Buds produce hormones that stimulate root growth, so keep the removal of buds to a minimum.
9. **Timing for Planting:** The best time of year to plant your tree is November through March.
10. **Tree Size:** Trees 2 inch caliper or less are recommended unless a larger size is justified. Smaller trees recover from transplant shock and commence with normal growth more quickly.

**9. Plant late fall or early Spring**

**10. Max 2" caliper unless justified**

**8. No top Pruning**

**7. No fertilizer the first year**

**Fertilizer  
15-15-15**

**6. No staking unless absolutely necessary.**

**5. No Tree Wrap**

**4. 3-4" of Mulch.  
Not on trunk**

**1. Hole should be twice the width of the rootball and have sloped hole sides.**

**1. Root flare at Ground Level**

**3. Back fill with same soil -  
No soil amendments**

**2. Remove container before placing tree in hole.  
Remove burlap wires as far down as possible after tree is in hole. Remove soil from top of ball if needed.**





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

**Date:** May 15, 2019

**Agenda Item:** Approval of Engineering Contract – East Tennessee Progress Center

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

**Subject:** Engineering Contract for East Tennessee Progress Center

**Background/History:** The City of Morristown has identified the need for an engineering consultant for the design of the East Tennessee Progress Center Site 12 Development. This engineering contract relates to the Site Development Grant that was recently received in the amount of one million dollars. The proposed work will include design phase, environmental/SWPPP services, survey, geotechnical and bidding services. The engineer will oversee all phases of the project. Additional funds will be necessary for the ROW phase. All services will be performed in accordance with the latest standards for the management of private, local, federal and state funded projects.

**Findings/Current Activity:** The City of Morristown recommends Michael Baker International (MBI) to be approved as the City's engineering consultant for the project.

**Financial Impact:** This project is funded with local funds as part of a match for grant funds. Funds haven appropriated for the consulting services.

**Action options/Recommendations:** Council's approval is sought to enter into a contract with Michael Baker International for the East Tennessee Progress Center for a total of \$168,674.

**Attachments:** Contract.

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF MORRISTOWN  
And  
MICHAEL BAKER INTERNATIONAL, INC.**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, **2019**, by and between **THE CITY OF MORRISTOWN**, hereinafter called the OWNER, and **MICHAEL BAKER INTERNATIONAL, INC.**, hereinafter called the ENGINEER.

WHEREAS, OWNER has selected ENGINEER in accordance with all applicable laws, regulations, and policies, hereby retains ENGINEER to provide Professional Services in connection with the **EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN** (Project).

WHEREAS, ENGINEER has represented that it is qualified to provide such services and is willing to do so.

**I. SCOPE OF SERVICES**

The anticipated Scope of Services for the Project is included as Attachment A – Project Understanding to this agreement.

**II. PAYMENT OF SERVICES**

- A. OWNER agrees to compensate ENGINEER for services described in Attachment A – Project Understanding and Attachment B-1 and Attachment B-2 in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2, and not prohibited by the laws of the State of Tennessee.

Task 1: Basic Services (Design Phase Services, Environmental/SWPPP Services) \$132,424.00

Task 2: Special Services (Survey, Geotechnical, Bidding Services) \$ 36,250.00

**TOTAL COMPENSATION \$168,674.00**

- B. The following methods of payment shall be used:

ENGINEER's compensation will be based on an hourly rate plus reimbursable expense (time and charges). The ENGINEER's labor rates by labor classification are attached as Attachment B. Labor rates may be adjusted yearly on the anniversary date of the Agreement, as agreed between the OWNER and ENGINEER.

Reimbursable costs include fees of Professional Associates (whose expertise is required to complete the project) and non-standard project expenses. Fees for Professional Associates shall be charged at actual cost plus five (5) percent and shall be itemized in the invoice.

C. Invoices:

1. Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of an invoice meeting the requirements of this section. All invoices submitted for payment shall be original hard copies and shall include the following:
  - a) City Project number, City Account Code
  - b) Summary of work completed by consultant for period of invoice, including:
    - i. the Task and/or Phase of the project
    - ii. deliverable(s) provided
    - iii. design milestone(s) achieved
  - c) Summary of design progress for both the invoice period and the overall project, including:
    - i. design progress for each phase and for the overall project
    - ii. explanation of any variances from the original schedule and an action plan to return the project to the schedule
  - d) Summaries of design budget progress for both the invoice period and the overall project, including:
    - i. design budget progress for each phase and for the overall project
    - ii. explanation of any variances from the original budget and an action plan to return the project to the budget
2. Any proposed reallocation of design funds to different phases of the project must be approved by the Owner in writing prior to the work being performed.
  - a) Additional written approval must be granted by all funding agencies participating in the project.
3. For a Project with grant or other agency funding participation:
  - a) The Engineer shall be knowledgeable of reimbursement rules of those agencies.
  - b) Engineer shall provide notice to the Owner of any tasks or actions which the Owner must undertake to accomplish project funding adjustments.
  - c) Within 14 days of receipt of payment from the Owner for services under this Agreement, Engineer shall submit a properly-prepared request for Reimbursement of the Owner's payment to the appropriate funding agency or agencies.



D. Payments:

1. *Application to Interest and Principal*: Payment will be credited first to any interest owed to Engineer and then to principal.
2. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and Owner's failure to pay is not as a result of a dispute regarding an invoice, or a portion thereof, pursuant to 4.02.C, then:
  - a) the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - b) Engineer may, after giving seven days written notice to Owner, suspend services under the Agreement issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
3. *Disputed Invoices*: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. Upon notice to Engineer that an invoice, or a portion thereof, is subject to dispute, the parties may immediately commence the dispute resolution process as follows:
  - a) Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, or the breach thereof ("Disputes") to mediation by a mediator or mediation service to be jointly selected and agreed upon by both Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction located in Hamblen County, Tennessee or in the United State Federal Court located in Knoxville, Tennessee

Engineer shall continue performance pursuant to this Agreement while the dispute resolution process is underway.
4. *Legislative Actions*: If after the Effective Date of the Project any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Project, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

### **III. MISCELLANEOUS PROVISIONS**

- A. Opinion of Probable Construction Cost: Since ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the opinions of probable construction cost provided by ENGINEER are to be made on the basis of experience and qualifications but ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bid for construction of the Project.
- B. Extra Work: It is mutually understood and agreed that OWNER will compensate ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond ENGINEER's control and when requested or authorized by OWNER. Compensation for such extra work when authorized by OWNER shall be in accordance with Section II.

### **IV. OWNERSHIP AND REUSE OF DOCUMENTS**

All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or ENGINEER's independent professionals or consultants. OWNER expressly agrees to the extent permitted by law to indemnify and hold ENGINEER, and ENGINEER's independent professionals and consultants, harmless from any and all liability, claims, damages, losses and expenses, including attorney fees, arising out of or the resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates and amounts agreed upon by OWNER and ENGINEER. Notwithstanding the above, OWNER shall be provided, upon request, a reproducible copy of any drawing and other data, including electronic files, produced under this Agreement at the cost of reproduction.

### **V. RESPONSIBILITY OF THE ENGINEER**

- A. OWNER understands that ENGINEER is rendering personal services under this Agreement and that ENGINEER cannot and does not warrant or guaranty that those services will be rendered perfectly or without error. OWNER agrees that each of the obligations of this Agreement are not warranties or guaranty of any kind, and that nothing ENGINEER does or advises shall be construed as a warranty or guaranty of any kind. Services provided by ENGINEER under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without

additional compensation. It is understood and agreed between the parties hereto that neither party shall be in any event be liable for loss of profit, loss of business, or other indirect or consequential damages unless otherwise covered by insurance required elsewhere in this instrument.

- B. Approval by Owner of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve ENGINEER of his responsibility for the technical adequacy of his work.
- C. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

## **VI. SUBCONTRACTS**

In fulfilling its duties pursuant to this Agreement, OWNER recognizes that ENGINEER may elect to subcontract to others certain portions of the work, but that all provisions within the Agreement remain applicable to the ENGINEER and any of its Subcontractors.

## **VII. TERMINATION**

- A. This Agreement may be terminated in whole or in part in writing by either party under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
  - 1. Not less than ten (10) calendar days written notice of intent to terminate; and
  - 2. An opportunity for consultation with the terminating party prior to termination.
- B. This Agreement may be terminated in whole or in part, in writing, by OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that ENGINEER is given:
  - 1. Not less than ten (10) calendar days written notice of the intent to terminate; and
  - 2. An opportunity for consultation with the terminating party prior to termination.
- C. Upon receipt of a termination notice, ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by ENGINEER performed under this Agreement, whether completed or in process, at the cost of reproduction.
- D. If either party terminates this Agreement, ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs

reasonably incurred by ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by OWNER of the completed phase shall be considered full compensation due ENGINEER.

## **IX. REMEDIES**

Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and ENGINEER arising out of or related to this Agreement or the breach thereof must first be submitted to mediation before legal redress may be instituted in a Court of competent jurisdiction located in Hamblen County, Tennessee or in the United States Federal Court located in Knoxville, Tennessee. The parties must make their best efforts to agree upon a duly certified mediator. If this is not accomplished, the parties shall submit to and be bound by a judicial order appointing such mediator.

## **X. AUDIT: ACCESS TO RECORDS**

- A. ENGINEER shall maintain books; records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. OWNER, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.
- B. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after OWNER makes final payment.

## **XI. INSURANCE**

- A. At all times when the Project is under performance, Owner and Engineer shall each procure and maintain insurance as set forth in Exhibit A, "Insurance."
- B. Owner and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit A.
- C. Both parties agree that required insurance will remain in force during the duration of this Agreement and that any lapse in coverage will not relieve the breaching party of liability.
- D. ENGINEER will maintain Professional Liability coverage for three years after completion of services performed under the terms of the Agreement.
- E. Under the terms of the Agreement, or after commencement of performance of the Agreement, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit A. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

- F. When applicable, the Engineer will incorporate the Owner's insurance requirements for Contractors into the bidding documents. The Engineer, when under contract to perform bidding phase services, will verify that the selected Contractor meets the Owner's insurance requirements.

## **XII. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations. ENGINEER shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when this Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including procurement of materials and equipment. In all solicitations, either by competitive bidding or negotiations made by ENGINEER, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ENGINEER of ENGINEER's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. This Agreement shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information ENGINEER shall so certify to OWNER or as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, OWNER shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
1. Withholding of payments to ENGINEER under the Agreement until ENGINEER complies, and/or



2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions. ENGINEER shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. ENGINEER shall take such action with respect to any subcontract or procurement as OWNER may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, ENGINEER may request OWNER and/or the United States to enter into such litigation to protect interests of the United States.

### **XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

- A. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.
- B. DBE Obligation: ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the award and performance of contracts.

### **XIV. OWNER'S RESPONSIBILITY**

OWNER shall:

- A. Provide all criteria and full information as to OWNERS requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Furnish to ENGINEER upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in OWNER's possession prepared by OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility

surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.

- D. Assist in arranging access to and make all reasonable provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of Section XIV.

#### **XV. MAILING ADDRESSES**

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representatives as follows, unless and until ENGINEER is otherwise notified:

Primary contact:

Mr. Joey Barnard  
Finance Director  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of MICHAEL BAKER INTERNATIONAL, INC. as follows, unless and until OWNER is otherwise notified:

Mr. Jason D. Bennett, P.E.  
2030 Falling Waters Road, Suite 125  
Knoxville, Tennessee 37922

Any notices or communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

#### **XVI. LIABILITY**

ENGINEER agrees to indemnify and hold OWNER, its directors, employees and agents harmless against all losses, damages, costs, expenses, including reasonable attorneys fees, and liabilities, which OWNER incurs as a result of any third party claim against OWNER for damages arising from ENGINEER's work performed under this Agreement that were caused by ENGINEER's negligent acts or omissions.

#### **XVII. CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

OWNER and ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither OWNER nor ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

OWNER:

ENGINEER:

THE CITY OF MORRISTOWN

MICHAEL BAKER INTERNATIONAL,  
INC.

BY: \_\_\_\_\_  
Anthony Cox

BY: \_\_\_\_\_  
Thomas Montgomery

TITLE: City Administrator

TITLE: Vice President

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

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

EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN  
ATTACHMENT A – PROJECT UNDERSTANDING

**Project Understanding**

Based on the information provided, Michael Baker International (ENGINEER) proposes the following general Scope of Services, Fee and Schedule for the East TN Progress Center Site 12 Development – Design project in the City of Morristown (OWNER). The proposed work will include the site preparation, grading, erosion control, site stabilization, stormwater management, SWPPP preparation and design , and bid services for an 85 acre industrial site.

Other services to be provided include contract administration, survey of proposed improvement area, supplemental geotechnical investigation of existing conditions, design of improvements, environmental, and support services including funding agency grant management assistance.

The ENGINEER will oversee all phases of the project; prepare status reports at submittal milestones which include the schedule of critical path activities. All services will be performed in accordance with the latest standards for the management of private, local, federal and state funded projects.

**Task 1 – Basic Services**

**Task 1.1 - Project Coordination**

Provide oversight of all phases of design (Preliminary, 50% Construction Plans, Final Construction Plans, Environmental Design and SWPPP Preparation), prepare reports, prepare progress status meeting agendas and meeting minutes, and other items necessary for project design.

**Task 1.2 – Preliminary Plans**

Provide up to three (3) site layouts related to geotechnical information, site survey, and budget constraints. Plans will be prepared using common engineering practices and follow all local, state, and federal design guidelines and requirements. A Preliminary Design Report will be provided based on the data available and design conditions as presented. A plans review meeting will be held with all stakeholders after the submittal is made. Movement into the next design phase will only occur after the conceptual plan is accepted by OWNER and direction is given to commence the next design phase (50% Construction Plans)

**Task 1.3 – 50% Construction Plans**

Provide construction plans with design elements based off the approved Preliminary Plans Conceptual Design. Provide project specifications for Owner review. Incorporate all design elements and review comments determined through the Preliminary Plans phase. A plans review meeting will be held with all stakeholders after the submittal is made. Movement into the next design phase will only occur after all review comments are provided by OWNER and direction is given to commence the next design phase (Final Construction Plans)

**Task 1.4 – Final Construction Plans**

Provide bid-ready construction plans incorporating the approved 50% Construction Plans review comments. Provide final project specifications for bidding. Final Construction Plans are to be considered complete design for a turn-key project.

EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN  
ATTACHMENT A – PROJECT UNDERSTANDING

Task 1.5 – Environmental Design and SWPPP Preparation

Provide complete turn-key Environmental Services for a Tennessee Department of Environment and Conservation (TDEC) permitted site. This task includes all TDEC coordination, plans/reports, document preparation and submittals, and all fees associated with NPDES permitting requirements as described by TDEC policy. SWPPP deliverables will be provided as part of the Construction Plans deliverables

Task 1 Deliverables

- a. Preliminary plans, design report.
- b. 50% construction plans and specifications
- c. Final construction plans and specifications
- d. Environmental/SWPPP Plans, Report, NOI preparation

**Task 2 - Special Services**

Task 2.1 - Site Survey

Ground survey for construction project. Survey to meet all relative standards and shall be tied to the Tennessee Geodetic Reference Network.

Task 2.2 - Geotechnical Studies

Provide supplemental geotechnical investigation as required to supplement previous site investigations by others.

Task 2.3 – Bidding Services

After acceptance by OWNER of the bidding documents, and upon written authorization to proceed, the ENGINEER shall provide the following services:

- Advertise the project in the appropriate publications.
- Hold Pre-Bid conference.
- Address questions and revisions with Addendum.
- Attend bid opening.
- Review bids for completeness.
- Provide tabulation of bids with award recommendation.
- Issue a Notice of Award.

Task 2 Deliverables

- a. Topographic Survey
- b. Geotechnical Report (as needed)
- c. Conformed Contract Documents

**Fee and Expenses**

As shown on Attachments B-1, B-2

ATTACHMENT B  
BILLING RATES

**CONFIDENTIAL**

**SCHEDULE OF FEES**

<b>CLASSIFICATION</b>	<b>HOURLY RATES</b>
<b>Office Personnel</b>	
Principal	\$184.00
Project Manager	\$145.00
Senior Engineer/Architect/Planner/Environmental	\$128.00
Engineer/Architect/Planner/Environmental	\$107.00
SR. CADD Technician/Designer	\$100.00
CADD Technician	\$ 72.00
Technical Assistant (Clerical)	\$ 65.00

**\*NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until November 1st, 2019 at a minimum. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

**REIMBURSABLE EXPENSES**

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

**CONSTRUCTION VEHICLES**

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.



**ENGINEER'S ESTIMATE OF COMPENSATION  
BASIC SERVICES  
MORRISTOWN, TN  
EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN**

**20-Apr-19**

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>1. PRELIMINARY DESIGN</b>			
<u>Labor</u>			
Senior Project Manager	0.00	\$184.00	\$0.00
Project Manager	24.00	\$145.00	\$3,480.00
Senior Engineer	24.00	\$128.00	\$3,072.00
Engineer	80.00	\$107.00	\$8,560.00
Sr. CADD Technician	80.00	\$100.00	\$8,000.00
CADD Technician	60.00	\$72.00	\$4,320.00
Secretary/Technical Assistant	12.00	\$62.00	\$744.00
	<u>280.00</u>		<u>\$28,176.00</u>

Expenses

Travel, Printing, and Miscellaneous Expenses			<u>\$2,500.00</u>
			<u>\$2,500.00</u>

**Sub-Total Preliminary Design**

<b>\$30,676.00</b>
--------------------

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>2. 50% CONSTRUCTION PLANS</b>			
<u>Labor</u>			
Senior Project Manager	0.00	\$184.00	\$0.00
Project Manager	16.00	\$145.00	\$2,320.00
Senior Engineer	60.00	\$128.00	\$7,680.00
Engineer	120.00	\$107.00	\$12,840.00
Sr. CADD Technician	100.00	\$100.00	\$10,000.00
CADD Technician	80.00	\$72.00	\$5,760.00
Secretary/Technical Assistant	12.00	\$62.00	\$744.00
	<u>388.00</u>		<u>\$39,344.00</u>

Expenses

Travel, Printing, and Miscellaneous Expenses			<u>\$1,000.00</u>
			<u>\$1,000.00</u>

**Sub-Total 50% Construction Plans**

<b>\$40,344.00</b>
--------------------

**ENGINEER'S ESTIMATE OF COMPENSATION  
BASIC SERVICES  
MORRISTOWN, TN  
EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN**

*20-Apr-19*

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>3. FINAL CONSTRUCTION PLANS</b>			
<u>Labor</u>			
Senior Project Manager	0.00	\$184.00	\$0.00
Project Manager	24.00	\$145.00	\$3,480.00
Senior Engineer	80.00	\$128.00	\$10,240.00
Engineer	80.00	\$107.00	\$8,560.00
Sr. CADD Technician	60.00	\$100.00	\$6,000.00
CADD Technician	60.00	\$72.00	\$4,320.00
Secretary/Technical Assistant	20.00	\$62.00	\$1,240.00
	<u>324.00</u>		<u>\$33,840.00</u>

Expenses

Travel, Printing, and Miscellaneous Expenses	<u>\$1,500.00</u>
	\$1,500.00

**Sub-Total Final Construction Plans** **\$35,340.00**

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>4. ENVIRONMENTAL DESIGN AND SWPPP PREPARATION</b>			
<u>Labor</u>			
Senior Project Manager	0.00	\$184.00	\$0.00
Project Manager	8.00	\$145.00	\$1,160.00
Senior Engineer	24.00	\$128.00	\$3,072.00
Engineer	80.00	\$107.00	\$8,560.00
Sr. CADD Technician	24.00	\$100.00	\$2,400.00
CADD Technician	40.00	\$72.00	\$2,880.00
Secretary/Technical Assistant	16.00	\$62.00	\$992.00
	<u>192.00</u>		<u>\$19,064.00</u>

Expenses

Travel, Printing, and Miscellaneous Expenses (Includes \$6,000 TDEC Permitting Fee)	\$7,000.00
	<u>\$7,000.00</u>

**Sub-Total Environmental Design and SWPPP Preparation** **\$26,064.00**

**BASIC SERVICES - TOTAL LUMP SUM COMPENSATION** **\$132,424.00**

**ENGINEER'S ESTIMATE OF COMPENSATION  
SPECIAL SERVICES  
MORRISTOWN, TN  
EAST TN PROGRESS CENTER SITE 12 DEVELOPMENT - DESIGN**

*20-Apr-19*

**Total**

**1. SURVEY FOR DESIGN**

**Subcontracted Services**

Ground Surveys - Lump Sum

\$15,000.00

Consultant's Administrative Fee (5%)\*

\$750.00

**Sub-Total Survey for Design**

**\$15,750.00**

*\* Administrative Fee of 5% of subcontracted services in accordance with Section II, Paragraph B of the Agreement.*

**2. GEOTECHNICAL TESTING FOR DESIGN**

**Subcontracted Services- Allowance**

Geotechnical Investigation - Lump Sum

\$10,000.00

Consultant's Administrative Fee (5%)\*

\$500.00

**Sub-Total Geotechnical for Design**

**\$10,500.00**

*\* Administrative Fee of 5% of subcontracted services in accordance with Section II, Paragraph B of the Agreement.*

**3. BIDDING SERVICES**

**Budgeted Allowance**

Cost Plus Fixed Fee

\$10,000.00

**Sub-Total Bidding Services**

**\$10,000.00**

**FEE SUMMAARY**

**BASIC SERVICES - LUMP SUM  
SPECIAL SERVICES - NOT TO EXCEED**

**\$132,424.00**

**\$36,250.00**

**GRAND TOTAL**

**\$168,674.00**

## EXHIBIT A

### INSURANCE:

Section XI of the Agreement is amended and supplemented to include the following agreement of the parties.

### XI INSURANCE

- A. The limits of liability for the insurance required by Section XI of the Agreement are as follows:

1. By Engineer

- a. Workers' Compensation Statutory

- b. Employer's Liability –

- |                           |                  |
|---------------------------|------------------|
| 1) Each Accident          | <u>\$100,000</u> |
| 2) Disease, Policy Limit  | <u>\$500,000</u> |
| 3) Disease, Each Employee | <u>\$100,000</u> |

- c. General Liability –

- |  |                    |
|--|--------------------|
| 1) Each Occurrence (Bodily Injury and Property Damage) | <u>\$1,000,000</u> |
| 2) General Aggregate                                   | <u>\$2,000,000</u> |

- d. Excess or Umbrella Liability –

- |                      |                    |
|----------------------|--------------------|
| 1) Each Occurrence   | <u>\$5,000,000</u> |
| 2) General Aggregate | <u>\$5,000,000</u> |

- e. Automobile Liability –

- |   |                    |
|---|--------------------|
| 1) Combined Single Limit (Bodily Injury and Property Damage)<br>Each Accident | <u>\$1,000,000</u> |
|---|--------------------|

- f. Professional Liability –

- |                     |                    |
|---------------------|--------------------|
| 1) Each Claim Made  | <u>\$4,000,000</u> |
| 2) Annual Aggregate | <u>\$4,000,000</u> |

2. By Owner

- a. Workers' Compensation Statutory

- b. Employer's Liability –

- |                  |                  |
|------------------|------------------|
| 1) Each Accident | <u>\$100,000</u> |
|------------------|------------------|

- |                           |                  |
|---------------------------|------------------|
| 2) Disease, Policy Limit  | <u>\$500,000</u> |
| 3) Disease, Each Employee | <u>\$100,000</u> |

c. General Liability –

- |  |                    |
|--|--------------------|
| 1) General Aggregate                                   | <u>\$2,000,000</u> |
| 2) Each Occurrence (Bodily Injury and Property Damage) | <u>\$1,000,000</u> |

d. Excess Umbrella Liability –

- |                      |            |
|----------------------|------------|
| 1) Each Occurrence   | <u>N/A</u> |
| 2) General Aggregate | <u>N/A</u> |

e. Automobile Liability –

- |   |                    |
|---|--------------------|
| 1) Combined Single Limit (Bodily Injury and Property Damage)<br>Each Accident | <u>\$1,000,000</u> |
|---|--------------------|

B. Additional Insureds

1. The Owner shall be listed as an additional insured on all of the following policies which the Engineer has in effect: General Liability, Excess Liability, Umbrella Liability, Environmental Liability, and Automobile Liability.
  - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Liability Insurance Additional Insured status.

C. Workers' Compensation

1. Waiver of Subrogation for the City of Morristown is required.
  - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Workers' Compensation Wavier of Subrogation.
2. The City of Morristown will not accept any owner-partner-member or officer to be excluded from the Workers' compensation coverage except according to Tennessee State law regarding contractors' exemptions.
  - a. A copy of the Workers' Compensation Exemption must be provided with the Certificate of Insurance.

## Amendment to the Professional Services Agreement: Special Services

This amendment is made as of the Twenty-Fifth day of April 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 Fire Station No.2 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 Fire Station No. 2 for a revised total fee of Hourly Not To Exceed \$25,982.50.

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) 2019-04-25  
(Date)

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

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

Version: 2018  
Page 1 of 1





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

**Date:** May 14, 2019

**Agenda Item:** Pest Control and Elimination Agreement Renewal

**Prepared by:** Joey Barnard

**Subject:** Pest Control and Elimination Agreement

**Background/History:** The City of Morristown currently has an agreement with Adrian Hale for Pest Control and Elimination. The City of Morristown utilizes pest control services to maintain (12) twelve City properties. These properties include all fire stations, City Center building, Public Works facility, Morristown Regional Airport, and several Parks and Recreation facilities. Adrian Hale has provided satisfactory service for the duration of the agreement.

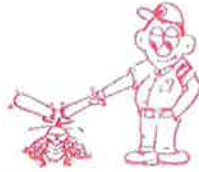
**Findings/Current Activity:** The current agreement for Pest Control and Elimination expires June 30, 2019. The City reserves the right to extend the term of the agreement for an additional two years.

**Financial Impact:** Funds have been appropriated in the 19-20 Fiscal Year Budget for Pest Control and Elimination.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Pest Control and Elimination Agreement with Adrian Hale for an additional two years.

**Attachments:** Agreement.

# ADRIAN HALE



# PEST CONTROL

5476 ST. PAUL RD.  
MORRISTOWN, TENNESSEE 37813  
E-MAIL ALANSHALE@AOL.COM

LICENSED-BONDED-INSURED  
www.adrianhalepestcontrol.com

MORRISTOWN 423-581-3828  
FAX 423-581-3832  
JEFFERSON & KNOXVILLE 865-674-0596

## ANNUAL PEST CONTROL SERVICE AGREEMENT

05/09/19

CITY OF MORRISTOWN

(DATE)

MONTHLY (7/1/19-6/30/21)

(ACCOUNT NAME): FIRST - MIDDLE - LAST  
100 W. 1<sup>ST</sup> N. ST

(SERVICE FREQUENCY)

JOEY BARNARD

(BILLING ADDRESS): NUMBER - STREET  
SEE BELOW

(PERSON TO CONTACT)

ALL

(SERVICE ADDRESS): NUMBER - STREET  
MORRISTOWN, TN. 37814

(PROBLEM AREAS)

INSPECT ALL AREAS, TREAT AS NECESSARY

CITY - STATE - ZIP CODE  
423-585-4622 (ASHLEY AHL)

CITY CENTER, 100 W 1<sup>ST</sup> N  
MORRISTOWN REGIONAL AIRPORT, 340 PIPER ST  
PUBLIC WORKS FACILITY, 400 DICE ST  
PARKS AND REC./ FIRE ADMIN. OFFICES,  
425 W. LOUISE AVE  
TALLEY WARD, 324 S. JAMES ST  
FRANK LORINO PARK, 3100 LORINO PARK RD.  
FIRE STATION #1, 625 S. JACKSON ST.  
FIRE STATION #2, 1801 BUFFALO TRAIL  
FIRE STATION #3, 3205 E. ANDREW JOHNSON HWY  
FIRE STATION #4, 337 CENTRAL CHURCH RD  
FIRE STATION #5, 5700 COMMERCE BLVD  
FIRE STATION #6, 5020 S. DAVY CROCKETT PKWY

(SERVICE PHONE): OFFICE - HOME

INITIAL CHARGE \$ 412.00

MONTHLY CHARGE \$ 412.00

\$

AMOUNT REMITTED WITH CONTRACT—\$

**PLEASE READ-THIS CONTRACT IS NON-CANCELLABLE THE FIRST YEAR (12 MONTHS)**  
**ADRIAN HALE PEST CONTROL AGREES TO PROVIDE MONTHLY PEST CONTROL SERVICE IN**  
**ACCORDANCE WITH THE TERMS OUTLINED ABOVE-PLUS ADDITIONAL SERVICE-FREE AS**  
**MAY BE DEEMED NECESSARY BY ADRIAN HALE PEST CONTROL, OR REQUESTED BY YOU, IN**  
**ORDER TO PROPERLY CONTROL PEST ACTIVITY. THIS CONTRACT IS FOR AN INITIAL TERM**  
**OF ONE YEAR; AND SHALL CONTINUE THEREAFTER MONTH-TO-MONTH UNTIL SUSPENDED**  
**BY EITHER PARTY. CUSTOMER AGREES TO MAKE THE PREMISES AVAILABLE FOR SERVICE;**  
**AND TO ACCEPT SERVICE EACH MONTH. IF CUSTOMER DOES NOT MAKE PREMISES AVAIL-**  
**ABLE AND ACCEPT SERVICE EACH MONTH, THE MONTHLY RATE WILL STILL HAVE TO BE**  
**PAID.**

ADRIAN HALE PEST CONTROL

*Alan Hale*  
REPRESENTATIVE

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMERCIAL ☒

INDUSTRIAL ☐

INSTITUTIONAL ☐

RESIDENTIAL ☐

ESTABLISHED 1973—CHARTER # 133



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

**Date:** May 14, 2019

**Agenda Item:** Brokerage/Consulting Services for Group Insurance & Voluntary Insurance Benefits Agreement Renewal

**Prepared by:** Joey Barnard

**Subject:** Brokerage/Consulting Services for Group Insurance & Voluntary Insurance Benefits Agreement

**Background/History:** The City of Morristown currently has an agreement with Mark III Employee Benefits Inc. for Brokerage/Consulting services. This is needed to provide consulting services and administer the City of Morristown's group insurance programs, voluntary employee benefits and the administration of its Section 125 plans. Mark III Employee Benefits Inc. has provided satisfactory services for the duration of the agreement.

**Findings/Current Activity:** The current agreement for Brokerage/Consulting Services expires June 30, 2019. The City reserves the right to extend the term of the agreement for an additional year.

**Financial Impact:** Funds have been appropriated in the 19-20 Fiscal Year Budget for Brokerage/Consulting Services.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Brokerage/Consulting Agreement with Mark III Employee Benefits for one additional year.

**Attachments:** Agreement.

# **Contract for Brokerage/Consulting Services Between The City of Morristown and Mark III Brokerage, Inc.**

THIS AGREEMENT made the 1st of July, 2019 between The City of Morristown whose business is at 100 West First North Street Morristown, TN. 37814 and Mark III Brokerage, Inc., whose business address is 300 West Watauga Avenue Johnson City, TN. 37604.

The City of Morristown has agreed to contract with Mark III Brokerage, an employee benefits brokerage/consulting firm effective July 1, 2019 to June 30, 2020. Thereafter, the City reserves the right, at its sole option, to extend the term of the services for additional three-year term(s) or seek new proposals as it deems appropriate.

## **Responsibilities of Mark III:**

1. Mark III will act as the broker for all the employee benefits programs implemented for the City of Morristown.
2. Mark III's responsibilities include:

### **Plan Marketing and Evaluation Services**

#### **A. Specification Preparation**

With the guidance and assistance from the City, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing health insurance; including census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

#### **B. Marketing the Specifications**

Mark III will contact the qualified carriers and vendors to determine their interests in evaluating your medical plan. Carriers/vendors that express an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

### C. Evaluate the Responses

Once all proposals are received, the City and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:

1. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
2. Networks, which provide excellent access to hospitals and physicians in the locations where employees reside. Carriers/vendors will complete a Provider Access Report (Geo-Access Report) using criteria designated which will provide complete coverage for your employees.
3. Competitive Plan Designs.
4. Competitive rates or fee structure.
5. Future stability of rates/fees.
6. Providing comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
7. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
8. Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

The finalists are given the opportunity to make presentations to the City. This gives the staff the chance to ask questions and evaluate the carriers based on their responses. We have taken a long-term approach when creating a relationship with the employer and your satisfaction with the programs that are implemented will always be imperative.

During the plan year we will track the claims to look for trends and monitor the service level of the vendor. Prior to the City receiving the renewal from the carrier/vendor, Mark III will evaluate the initial the experience and develop our

own renewal, separate of the carrier/vendor. Once Mark III has completed our initial evaluation, we will meet with the City to discuss our initial assessment. At the renewal meeting, we will compare our estimates against the carrier/vendor's using the following criteria:

1. Claims activity.
2. Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
3. Competitiveness of the carrier's retention. This will be determined by comparing their costs to industry norms.
4. Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal.
5. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or vice versa.
6. Industry trending factors.

Based on the initial results of our meeting and how satisfied the City/Mark III is with the renewal, will determine the next step. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, then Mark III would market the plan in question to see if a more competitive offer can be attained from other qualified vendors.

At the City's request, Mark III will provide budget projections throughout the plan year, to help the City plan for financial considerations.

Mark III will provide a representative to present health insurance plan performance information to the City on quarterly or as-needed basis.

- D. Mark III will also provide broker/consulting services on the Group Dental, Vision, Life, AD&D, Dependent Life and Long-Term Disability, as well as all Voluntary Benefits offered by the City.
- E. Mark III will also provide an employee benefits web site. The web site will include the following:
  1. Medical Insurance Program.



2. Dental Insurance Program.
  3. Term Life Insurance Program.
  4. Vision Insurance Program.
  5. Voluntary Benefits.
  6. Wellness Information.
  7. Forms available online for the employees to download.
- F. If the enrollment data is available from the customer in an electronic file format, Mark III will provide an electronic enrollment for the appropriate benefits for included in the plan. The elections collected will be:
- Medical Coverage
  - Dental Coverage
  - Group Life Coverage
  - Vision Coverage
  - Disability Coverage
  - Various Payroll Deduction Elections
- G. If an electronic enrollment is conducted, Mark III will return the enrollment results back to the employer in Excel, which can be downloaded into your payroll system. This is not a requirement, but it is available if you wish to take advantage of the system.
- H. Mark III will also provide the communication for the benefits offered. The communication will be handled in two phases;
1. Group Meetings - At the group meetings, the employees are given information concerning all of the benefits. To review all of the benefits, the meeting will last approximately thirty minutes. The amount of content communicated during the group presentation is up to the employer.
  2. Individual Meetings - The employees are given time to meet with an enroller on a one-on-one basis. These meetings will be held at specific times and at the work locations. At this time, questions may be asked, and forms completed. A copy of the election form is given to the employee as a confirmation.

- I. Salaried Enrollment Team - All the enrollers used by Mark III are salaried employees of Mark III.
- J. Mark III will produce benefit booklets for all of your employees. The information is in a concise and informative format. The brochure will give your employees all of their benefits information in one document.
- K. Mark III will provide full time service personnel to answer questions that your employees and staff might have. Our service staff's core responsibility is only to address the needs of our customer. They are not responsible for marketing. We are advocates for the employer and its employees, not the insurance company.

Responsibilities of the City of Morristown (known as the employer):

- 1. The City of Morristown agrees to support Mark III's efforts to collect information necessary to bid the various employee benefits programs. This information would include census and payroll information.
- 2. The City of Morristown agrees to support Mark III's efforts to communicate the employee benefits by making the employees available during working hours.
- 3. The City of Morristown agrees to take and remit the payroll deductions for the various firms involved in the employee benefits programs.
- 4. The City of Morristown will not take payroll deductions for insurance products that compete with any new employee benefits offered through Mark III.
- 5. The City of Morristown will discourage vendors who solicit insurance products that compete with the employee benefits programs from contacting employees during normal work hours at the worksite.

Cost:

Mark III will provide the consulting services on the Group Medical, Dental and Vision Plans for **\$30,000 per year or \$2,500 per month.**

Mark III will receive the standard rate of commission (10%) that is already built into the premiums on the Basic Life, AD&D, Dependent Life and Long-Term Disability Plans.

Mark III will also receive commission that is built into the premiums on the voluntary benefits that are offered through payroll deduction.

The City of Morristown

Signed: \_\_\_\_\_

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

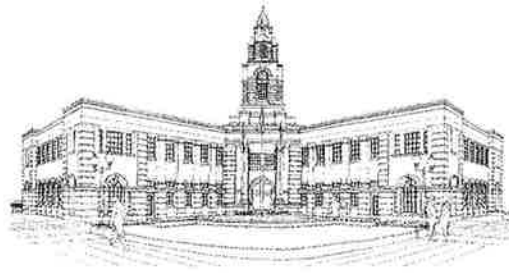
Date: \_\_\_\_\_

Mark III Brokerage, Inc.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_



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

**Date:** May 14, 2019

**Agenda Item:** Turf Management Agreement Renewal

**Prepared by:** Joey Barnard

**Subject:** Turf Management Agreement

**Background/History:** The City of Morristown currently has two agreements with Tennessee Turf Masters, LLC for Turf Management. The City utilizes Turf Management services to maintain year-round turf grass for a variety of City facilities. One agreement includes several Parks and Recreation facilities. The second agreement includes the City Center, Morristown Regional Airport, and Farmers Market. Tennessee Turf Masters has provided satisfactory service for the duration of the agreements.

**Findings/Current Activity:** The current agreements for Turf Management expire June 30, 2019. The City reserves the right to extend the term of the agreements for an additional year.

**Financial Impact:** Funds have been appropriated in the 19-20 Fiscal Year Budget for Turf Management.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Turf Management Agreements with Tennessee Turf Masters for an additional year.

**Attachments:** Agreements.

***This agreement, made between Tennessee Turf Masters, LLC (hereafter referred to as Contractor) and City of Morristown (hereafter referred to as Client) is subject to the following provisions:***

1. **Services.** Contractor will provide turf care services to Client at the following location(s): Lawn Areas at Morristown City Center, Morristown Reional Airport and Farmers Marketspecified for services. Services are limited to the description of the turf care program chosen by the client. Any added service that is not included in the turf care program chosen will incur additional charges. These additional services are normally billed according to the additional treatments requested by the client.

Client is not required to present during the service, but the service area must be accessible and free of obstructions (lawn furniture, toys, trash, etc.) prior to the scheduled visit. All pets must be secured as to pose no threat to service personnel.

Contractor will contact client prior to service appointment.

2. **Term of Agreement.** This agreement shall be in effect for one year commencing on July 1, 2019. At the end of this one year period, the contract may be extended for an additional one year if neither party indicates a desire to terminate the agreement.
3. **Termination of Agreement.** In the event that this agreement proves unsatisfactory, a 30-day written notice by either party may terminate the agreement. If the client terminates without notice, the client will be billed for the entire month's services. Contractor may terminate the agreement at any time without notice for nonpayment of services.
4. **Payment Terms.** Client agrees to pay \$ 376.29 (Three Hundred and Seventy Six Dollars and Twenty Nine Cents) per month for turf care program services. Yearly cost: \$2,257.76 (Two Thousand Two Hundred and Fifty Seven Dollars and Seventy Six Cents ).
  - a. Invoices for turf care services are mailed on the last day of each month with terms of Net 15 days.
  - b. Invoices not paid within 30 days of the invoice date will be assessed a finance charge of 10%.
  - c. Accounts delinquent after 60 days will be put on a cash basis for any future purchases.
  - d. We accept the following payment types: Cash, Personal Check, Money Order, Cashiers Check, Visa & Mastercard.
5. **Price Adjustments.** There will be no price adjustments for services for the period of July 1, 2019 to June 30, 2020.
6. **Indemnification.** The Contractor shall indemnify and hold harmless client from claims for injury, death and/or property damage due to the result of negligent acts and omission of the contractors, its agents and employees which are out of the work being performed under the Scope of this Agreement.


7. **Insurance.** Contractor will carry \$1,000,000.00 liability insurance and \$500,000.00 workmans compensation and shall provide a Certificate of Insurance to the client upon the client's request.
8. **Independent Contractor.** The Contractor is an independent contractor and all persons employed to furnish services are employees or sub-contractors of the contractor.
9. **Entire Agreement.** This agreement and the attached specifications are the entire agreement between both parties. All prior negotiations between the parties are merged into this agreement. The agreement may not be modified except by the written approval of both parties.
10. **Effective Date.** This agreement commences on July 1, 2019
11. **Acceptance.** By signing below parties accept the terms and conditions of this agreement.

***At Tennessee Turf Masters, we pride ourselves on providing quality service and professionalism at competitive prices. Our experience and advanced education in the turfgrass science field assures that you are receiving the best possible care for your turf that is environmentally sound. We hope to do business with you for many years to come. If you ever have questions or comments, please feel free to call us any time***

**Client:** The City of Morristown, TN

**Contractor:** TNTurfMasters

**Authorized  
Signature:** \_\_\_\_\_

**Authorized  
Signature:**  \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



***This agreement, made between Tennessee Turf Masters, LLC (hereafter referred to as Contractor) and City of Morristown Parks and Recreation (hereafter referred to as Client) is subject to the following provisions:***

1. **Services.** Contractor will provide turf care services to Client at the following location(s): Fields specified in TTM bid for services. Services are limited to the description of the turf care program chosen by the client. Any added service that is not included in the turf care program chosen will incur additional charges. These additional services are normally billed according to the additional treatments requested by the client.

Client is not required to present during the service, but the service area must be accessible and free of obstructions (lawn furniture, toys, trash, etc.) prior to the scheduled visit. All pets must be secured as to pose no threat to service personnel.

Contractor will contact client prior to service appointment.

2. **Term of Agreement.** This agreement shall be in effect for one year commencing on July 1, 2019. At the end of this one year period the contract may be extended for an additional one year if neither party indicates a desire to terminate the agreement.
3. **Termination of Agreement.** In the event that this agreement proves unsatisfactory, a 30-day written notice by either party may terminate the agreement. If the client terminates without notice, the client will be billed for the entire month's services. Contractor may terminate the agreement at any time without notice for nonpayment of services.
4. **Payment Terms.** Client agrees to pay \$1,667.08 ; One thousand and six hundred and sixty-seven dollars and five cents per month for turf care program services. Yearly cost: \$20,005.00 ; Twenty thousand and five dollars and zero cents.
  - a. Invoices for turf care services are mailed on the last day of each month with terms of Net 15 days.
  - b. Invoices not paid within 30 days of the invoice date will be assessed a finance charge of 10%.
  - c. Accounts delinquent after 60 days will be put on a cash basis for any future purchases.
  - d. We accept the following payment types: Cash, Personal Check, Money Order, Cashiers Check, Visa & Mastercard.
5. **Price Adjustments.** There will be no price adjustments for services for the period of July 1, 2019 to June 30, 2020.
6. **Indemnification.** The Contractor shall indemnify and hold harmless client from claims for injury, death and/or property damage due to the result of negligent acts and omission of the contractors, its agents and employees which are out of the work being performed under the Scope of this Agreement.

7. **Insurance.** Contractor will carry \$1,000,000.00 liability insurance and \$500,000.00 workmans compensation and shall provide a Certificate of Insurance to the client upon the client's request.
8. **Independent Contractor.** The Contractor is an independent contractor and all persons employed to furnish services are employees or sub-contractors of the contractor.
9. **Entire Agreement.** This agreement and the attached specifications are the entire agreement between both parties. All prior negotiations between the parties are merged into this agreement. The agreement may not be modified except by the written approval of both parties.
10. **Effective Date.** This agreement commences on July 1, 2019.
11. **Acceptance.** By signing below parties accept the terms and conditions of this agreement.

***At Tennessee Turf Masters, we pride ourselves on providing quality service and professionalism at competitive prices. Our experience and advanced education in the turfgrass science field assures that you are receiving the best possible care for your turf that is environmentally sound. We hope to do business with you for many years to come. If you ever have questions or comments, please feel free to call us any time***

**Client:** The City of Morristown, TN

**Contractor:** TNTurfMasters

**Authorized  
Signature:** \_\_\_\_\_  
\_\_\_\_\_

**Authorized  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Timetable & Professional Fees

Below is an estimate of the time frame to perform your valuation. This time frame is our standard schedule. We can generally be flexible in our scheduling to meet your specific needs.

Description of Service	Time Frame
<b>Step 1:</b> Collection of data. Determine, with management, assumptions appropriate for the projection of the liability.	<b>2-6 weeks</b>
<b>Step 2:</b> Actuarial projection of future liabilities for current and future retirees. Evaluation of the impact of GASB requirements on the company's financial statements. Analysis of plan design alternatives.	<b>4 weeks upon receipt of all necessary data</b>
<b>Step 3:</b> Preparation of the report	<b>2 weeks</b>
<b>Step 4:</b> Formal presentation of the Study at a meeting with your management, upon request.	<b>TBD</b>

The costs associated with the valuation reflect the number of participants involved and the complexity of the plans. Based on the project described in this proposal, our fees are estimated below. However, if the scope of the project is expanded, we will provide fee estimates before we continue. Our standard policy requires that 50% of the estimated fee is payable at the start of the project and the balance upon completion. We would be happy to discuss alternative billing arrangements to suit your needs. The fees set forth are good for a 60-day period.

Service	Set-Up Fees	Fees	Other Charges
<b>Actuarial Valuation</b>	Waived	Time & expense not to exceed \$5,750	N/A
<b>Second Year Update</b>	Waived	Time & expense not to exceed \$1,500	N/A



## Proposal Acceptance

We appreciate the opportunity to submit this proposal to provide City of Morristown with our Postretirement Health and Welfare Benefit Services. If you would like clarification on any point in this proposal or have any questions, we would welcome the opportunity to be of assistance. If you agree with the terms of this proposal, please sign and return a copy of this page to USI Consulting Group.

---

USI Consulting Group

---

City of Morristown





**WATER  
WASTEWATER  
STORMWATER  
PUBLIC WORKS**

May 14, 2019

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

Reference: Injection Well Repair – Lot 22 MAID

Dear Mr. Cox:

Bids for the referenced project were received and opened on May 14, 2019, at 10:00 a.m. in City Hall. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation. We only had one bidder and his bid was below the Engineer's Estimate of \$188,601.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Bewley Excavation, of Morristown, TN, in the amount of \$159,415

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

Sincerely,

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

Steve Drummer, P.E.  
Senior Civil Engineer

Enclosures

City of Morristown, Tennessee  
Infection Well Repair - Lot 22 MAID

Certified Bid Tabulation

Item	Description	Qty.	Unit	Bewley Excavation		Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
				Unit Price	Total Cost					
1	Clearing & Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00					
2	Excavation	LS	2100	\$ 18.00	\$ 37,800.00					
3	Concrete Removal	LS	1	\$ 2,500.00	\$ 2,500.00					
4	Mineral Aggregate Base	TON	330	\$ 26.00	\$ 8,580.00					
5	No. 8 Stone	TON	275	\$ 26.00	\$ 7,150.00					
6	No. 5 Stone	TON	500	\$ 26.00	\$ 13,000.00					
7	Surge Stone	TON	1100	\$ 30.00	\$ 33,000.00					
8	Geofabric	SY	3000	\$ 3.50	\$ 10,500.00					
9	Geogrid	SY	600	\$ 4.00	\$ 2,400.00					
10	12" HDPE Pipe	LF	35	\$ 35.00	\$ 1,225.00					
11	36" Perforated RCP	LF	40	\$ 200.00	\$ 8,000.00					
12	Rip-Rap	Ton	120	\$ 28.00	\$ 3,360.00					
13	Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00					
14	Seeding, Final Clean-up	LS	1	\$ 6,500.00	\$ 6,500.00					
15	Miscellaneous Concrete	CY	10	\$ 165.00	\$ 1,650.00					
16	Miscellaneous Stone	TON	50	\$ 25.00	\$ 1,250.00					
17	Rock Excavation	LS	50	\$ 100.00	\$ 5,000.00					
		Total		\$ 159,415.00						

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



*[Signature]*

John S. Drummer, P.E.

# 1015

E.C. Reed, Jr., Chairman  
Kelley Hinsley, Secretary  
David Purkey, Member



Ernie Horner, Member  
Gayle Bruce, Member  
Jeffrey Gardner, Administrator

May 10, 2019

City of Morristown  
Joey Barnard  
P.O. Box 1499  
Morristown, TN 37816



Dear Mr. Barnard,

The May 7, 2019 Morristown City Election expenses were certified by the Hamblen County Election Commission at their regular monthly meeting held on May 10, 2019.

All expenses for the 2019 Morristown City Election were paid directly by the Hamblen County Election Commission. The expenses totaled **\$19,568.86**, please remit payment to the **Hamblen County Trustee**.

Please advise us when the City of Morristown has reimbursed Hamblen County so we can place a copy of the receipt in our election file. If you have any questions concerning these expenses I will be glad to be of assistance.

Sincerely,

Jeffrey Gardner  
Administrator of Elections

cc: Ann Bryant-Hurst & John Baskette



**Expenses**  
**2019 City Election**

**Legal Notices**

Election Notice	\$120.24
Notice to Disabled	\$360.72
Early Voting Sample Ballot	\$405.81
Election Day Sample Ballot	\$405.81
	<b>\$1,292.58</b>

**Microvote**

Database	\$1,000.00
Services	\$2,400.00
	<b>\$3,400.00</b>

**Mailings (postage)**

Permanent Absentee (60)	\$30.00
Witt Residents (39)	\$19.50
Workers (68)	\$34.00
Absentee Applications (67)	\$30.82
Ballots (50)	\$23.00
	<b>\$137.32</b>



**Poll Books/EPB** **\$2,000.00**

**Printing/Paper**

3 Reams (EV & ED)	\$10.20
Scan Cards	\$8.16
Toner	\$100.00
	<b>\$118.36</b>

**Commissioners Pay** **\$1,000.00**

**Election Workers**

Election Day	\$8,560.00
Early Voting	\$1,320.60
Machine Techs	\$1,740.00
	<b>\$11,620.60</b>

**Total Expenses** **\$19,568.86**

## LICENSE AGREEMENT

18-10-001

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered as of \_\_\_\_\_, 2019 (the “**Effective Date**”), by and between the State of Tennessee (the “**State**” or “**Licensor**”) and the City of Morristown (“**Morristown**” or “**Licensee**,” and together with).

WITNESSETH:

WHEREAS, the State and Morristown were parties that certain Option dated April 22, 2019 (as amended and assigned, the “**Contract**”), with respect to certain real property described in **Exhibit A** hereto and incorporated herein by reference (the “**Premises**”);

WHEREAS, Morristown desires to use certain real property described in **Exhibit A** hereto and incorporated herein by reference (the “**Premises**”) pending the construction of certain improvements on the Premises;

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. License. Licensor hereby grants to Licensee the right, privilege and license to use the Premises (the “**License**”).
2. Term. The term of this License shall be from the earlier of June 1, 2019 or 30 days after the Premises is made available to the Licensee, until June 30, 2020 (the “**Term**”). Licensee may renew this License for an additional three (3) period upon the same terms upon notice to Licensor at least thirty (30) days prior to the expiration of the Term.
3. License Consideration. Effective as of the Effective Date, consideration being Licensee’s conveyance to Licensor of the subject property, receipt and sufficiency thereof is hereby acknowledged by Licensor.
4. Use. Licensee shall be permitted to use the Premises to conduct cellular telephone and related telecommunications operations consistent with its pre-termination practices and for the purpose of vacating and turning possession of the Premises over to the State (the “**Permitted Use**”) and for no other use(s) without the prior written consent of the Licensor.
5. Termination for Convenience. Either party may terminate the License prior at any time by providing the other party thirty (30) days’ notice of termination and the License shall terminate at the end of such thirty (30) day notice period.
6. Insurance/Indemnity. State self-insures and maintains adequate insurance. Any rights or claims against the State or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407. As Licensee is a municipality and subject to the Governmental Tort Liability Act and

TBR – City of Morristown License

other applicable laws, to the extent permitted by law, Licensee shall indemnify and hold the State harmless from any and all claims, costs, damages and judgments of whatsoever nature, including but not limited to costs and expenses incurred by the State in the defense of any action, arising wholly or in part by any act, omission, or negligence of Licensee, its agents, contractors, employees, servants, invitees, or licensees (other than the State) on the Licensed Premises.

7. Permits. Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses herein.
8. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed as follows:

If to the State:     STREAM  
                          Attention: Director of Land Transactions  
                          William R. Snodgrass Tennessee Tower  
                          24th Floor, 312 Rosa L. Parks Ave.  
                          Nashville, Tennessee 37243-0299  
                          -and-  
                          Tennessee Board of Regents  
                          Office of Facilities Development  
                          Tird Floor  
                          1 Bridgestone Park  
                          Nashville, Tennessee 37214

If to Licensee:     City of Morristown  
                          Office of the City Administrator  
                          P.O. Box 1499  
                          Morristown, Tennessee 37816

9. Miscellaneous. Licensee may not assign this Agreement without the prior written consent of the State, which may be withheld in its sole discretion. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR: STATE OF TENNESSEE	LICENSEE: CITY OF MORRISTOWN
<hr/> Madison Conquest, Director of Land Transactions	<hr/> Gary Chesney, Mayor
Date: _____	Date: _____

# **AIA** Document G802™ – 2017

## ***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*  
Morristown City Center Plaza  
Morristown, TN

**AGREEMENT INFORMATION:**  
Date: 2018-04-03

**AMENDMENT INFORMATION:**  
Amendment Number: 05  
Date: 2019-02-20

**OWNER:** *(name and address)*  
City of Morristown  
100 West First North Street  
Morristown, TN 37902

**ARCHITECT:** *(name and address)*  
Design Innovation Architects, Inc.  
402 S Gay Street #201  
Knoxville, TN 37902

The Owner and Architect amend the Agreement as follows:

Modify AIA B102 – 2017 fully executed agreement to add the following scope of Services: Additional Services to include replacement of exterior doors for the Morristown Plaza /Garage project.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Design services as outlined above and reimbursable expenses shall be compensated as a Lump Sum of Two Thousand Six Hundred dollars & 00/100 (\$2,600.00). Unforeseen expenses are specifically excluded from this fee.

Schedule Adjustment:

To be determined

### **SIGNATURES:**

Design Innovation Architects, Inc.  
**ARCHITECT** *(Firm name)*

  
**SIGNATURE**

Gregory S Campbell, Vice President  
of Operations

**PRINTED NAME AND TITLE**

2019-02-20

**DATE**

City of Morristown

**OWNER** *(Firm name)*

  
**SIGNATURE**

Gary Chesney, Mayor

**PRINTED NAME AND TITLE**

**DATE**



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

**Date:** May 14, 2019

**Agenda Item:** HVAC Preventative Maintenance Contract Renewal

**Prepared by:** Joey Barnard

**Subject:** HVAC Preventative Maintenance

**Background/History:** The City of Morristown currently has an agreement with Cook's Mechanical Services for HVAC Preventative Maintenance. A preventative maintenance schedule is needed to fully maintain each unit so that they run efficiently for the maximum life of the unit. Cook's Mechanical Services has provided satisfactory maintenance for the duration of the agreement.

**Findings/Current Activity:** The current agreement for HVAC Preventative Maintenance expires June 30, 2019. The City reserves the right to extend the term of the agreement for an additional year.

**Financial Impact:** Preventative maintenance for HVAC units is appropriated for each fiscal year to maintain all current units.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Preventative Maintenance Agreement with Cook's Mechanical Services.

**Attachments:** Agreement.

# MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 20

## Company

Cook's Mechanical Services  
1565 Hwy 75  
Blountville, TN 37617

Proposal Date: 6/3/2016

Proposal Number: P01125

Agreement Number: \_\_\_\_\_

Ph: (423)-323-2665

Fax: (423)-323-1565

## Bill To Identity

City of Morristown  
P.O. Box 1499  
Morristown, TN 37815-0647  
Attn: Casey Cummings

## Agreement Location

City of Morristown  
100 West First North Street  
Morristown, TN 37814  
Attn: Gary Blizzard

Cook's Mechanical Services will provide the services described in the maintenance program indicated below.

### MAINTENANCE PROGRAM: Customized Maintenance 5

#### Schedules Included:

(Only Items Checked Apply)

☒ Equipment Schedule

☒ Air Filter Service

☐ Water Treatment

☐ Building Automation

☐ Customized Service

☐ Special Conditions Service

Agreement coverage will commence on 7/1/2019.

The Agreement price is \$ 34,946.00 per year, payable in advanced installments of \$ 8,736.50 per Quarter from 7/1/2019 through 6/30/2020.

This Agreement is the property of Cook's Mechanical Services and is provided for Customer's use only. Cook's Mechanical Services guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

## Company

Signature (Sales Consultant)

Accepted for Company By:

Signature

Name & Title

6/3/2016 (423)-323-2665 (423)-323-1565

Date / Phone / Fax

## Customer

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

[Return to Agenda](#)



## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	<b>Chiller Systems</b> CC COOLING TOWER 001	BAC	F14430	95600084	300 Tons	OUTSIDE
1	<b>Boiler System</b> CC BOILER 001	Lochinvar	CHN0500	A954190	15 Blr HP	Boiler Room
1	CC BOILER 002	Lochinvar	CHN0500		15 Blr HP	Boiler Room
1	CC PUMP 001	US MOTORS	B071	6205-2ZJC3	3 HP	OUTSIDE
1	CC PUMP 002	B&G	VSC9500BF1HR	1818634	3 HP	Boiler Room
1	CC PUMP 003	B&G	VSC9500BF1HR	1818640	3 HP	Boiler Room
1	<b>Package Unit(s)</b> ANIMAL SHELTER SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section	Goodman			2 Tons 0.75 HP	ANIMAL SHELTER
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	GOODMAN	PHK024-1	0004492465	2 Tons 0.25 HP	
1	AVS PACKAGE UNIT 001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors	Carrier	48TMD009-501	4108G20485	8.5 Tons 3 HP 8.5 Tons 0.25 HP	AVIATION SCHOOL
1	AVS PACKAGE UNIT 002 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors	Carrier	48TMD007-501	4208G40380	5 Tons 1 HP 5 Tons 0.25 HP	AVIATION SCHOOL
1	CC ERV 001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor	GREENHECK	ERV-3615-15-C-ES	11577103	0.5 Tons 0.5 HP 0.5 Tons	Roof
1	CC ERV 002 1 - Supply Fan Motor	GREENHECK	ERV-5215-15-C-ED	11577102	0.5 Tons 0.5 HP	Roof



## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Heating Section 1 - Compressor  CC SPLIT SYSTEM 001  1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	Mitsubishi	4MXW8536A10N	63229942251	0.5 Tons 3 Tons 0.75 HP	COMPUTER ROOM
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	MITSUBISHI	4TXK8536A10N	3097844	3 Tons 0.25 HP	
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	4MXW8536A10N	3097242	1 Tons 0.75 HP	Mech Rm 1
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	TRANE	4TXK85121NBA	63229942251	1 Tons 0.25 HP	
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV012BENR	7ZM0135701	1 Tons 0.25 HP	Mech Rm 116
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV018TR200DAN	150100895	1.5 Tons 0.25 HP	Mech Rm 152
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV015BENR	7ZM0135901	1.5 Tons 0.25 HP	Mech Rm 181
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV019BENR	7ZM0136901	1.5 Tons 0.25 HP	Mech Rm 247

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Compressor 1 - Condenser Fan Motor CC WATER SOURCE HEAT PUMP 005 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV015BENR	7ZM0136001	1.5 Tons 0.25 HP 1.5 Tons 0.25 HP 1.5 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 006 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	WFWS10153Z00	AUBU074701382	1.5 Tons 0.25 HP 1.5 Tons 0.25 HP	Mech Rm 139C
1	CC WATER SOURCE HEAT PUMP 007 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	WFWS1015JZ00	66719760	1.5 Tons 0.25 HP 1.5 Tons 0.25 HP	Mech Rm 148
1	CC WATER SOURCE HEAT PUMP 008 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	WFWS1015JZ00	667197600	1.5 Tons 0.25 HP 1.5 Tons 0.25 HP	Mech Rm 148
1	CC WATER SOURCE HEAT PUMP 009 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	7ZM0138701	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 270
1	CC WATER SOURCE HEAT PUMP 010 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	7Z0138501	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 270

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	CC WATER SOURCE HEAT PUMP 011 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TL200DAN	141001850	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 148
1	CC WATER SOURCE HEAT PUMP 012 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0531302	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 184
1	CC WATER SOURCE HEAT PUMP 013 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	7ZM0168201	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 181
1	CC WATER SOURCE HEAT PUMP 014 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TL200DAN	141001852	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 164
1	CC WATER SOURCE HEAT PUMP 015 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TL200DAN	141001851	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 164
1	CC WATER SOURCE HEAT PUMP 016 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TL200DAN	141001727	2 Tons  0.25 HP  2 Tons 0.25 HP	Mech Rm 164
1	CC WATER SOURCE HEAT PUMP 017 1 - Supply Fan Motor	McQuay	FCV024BENR	75A0531602	2 Tons  0.25 HP	Mech Rm 119

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor  CC WATER SOURCE HEAT PUMP 018 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	72M0138601	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 208
1	CC WATER SOURCE HEAT PUMP 019 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TL200DAN	140201761	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 108
1	CC WATER SOURCE HEAT PUMP 020 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0511102	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 107
1	CC WATER SOURCE HEAT PUMP 021 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0531502	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 270
1	CC WATER SOURCE HEAT PUMP 022 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0530802	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 270
1	CC WATER SOURCE HEAT PUMP 023 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	72M0138401	2 Tons 0.25 HP  2 Tons 0.25 HP	Mech Rm 270A

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	CC WATER SOURCE HEAT PUMP 024 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	WVFC1024BJYRT	668767701C	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 025 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0530902	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 026 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV024BENR	75A0530702	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 139B
1	CC WATER SOURCE HEAT PUMP 027 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV024TR200DAN	158301770	2 Tons 0.25 HP 2 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 028 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV030BENL	7ZM0141301	2.5 Tons 0.25 HP 2.5 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 029 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV030BENR	7ZM0136001	2.5 Tons 0.25 HP 2.5 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 030	McQuay	FCV030BENL	7ZM0141201	2.5 Tons	Mech Rm 139C

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor CC WATER SOURCE HEAT PUMP 031 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV030BENR	7Z0M141001	0.25 HP 2.5 Tons 0.25 HP 2.5 Tons 0.25 HP	Mech Rm 152
1	CC WATER SOURCE HEAT PUMP 032 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM01411701	3 Tons 0.5 HP 3 Tons 0.25 HP	Mech Rm 256
1	CC WATER SOURCE HEAT PUMP 033 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM0142301	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 119
1	CC WATER SOURCE HEAT PUMP 034 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM0141801	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 108
1	CC WATER SOURCE HEAT PUMP 035 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM0142401	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 115
1	CC WATER SOURCE HEAT PUMP 036 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor	McQuay	FCV036BENR	7ZM0142101	3 Tons 0.75 HP 3 Tons	Mech Rm 116

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	1 - Condenser Fan Motor				0.25 HP	
1	CC WATER SOURCE HEAT PUMP 037 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM0142001	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 222
1	CC WATER SOURCE HEAT PUMP 038 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	75E0810302	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 118
1	CC WATER SOURCE HEAT PUMP 039 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV036BENR	7ZM0142201	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 139B
1	CC WATER SOURCE HEAT PUMP 040 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV036TR200DAN	150301771	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 3
1	CC WATER SOURCE HEAT PUMP 041 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV036TR200DAN	141001731	3 Tons 0.75 HP 3 Tons 0.25 HP	Mech Rm 24
1	CC WATER SOURCE HEAT PUMP 042 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV042TR200DAN	150301772	3.5 Tons 0.75 HP 3.5 Tons 0.25 HP	JANITOR ROOM 12



## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	CC WATER SOURCE HEAT PUMP 043 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV042BETR	7ZM0145801	3.5 Tons 0.75 HP 3.5 Tons 0.25 HP	Mech Rm 270
1	CC WATER SOURCE HEAT PUMP 044 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV048BETL	7ZM0147701	4 Tons 0.75 HP 4 Tons 0.25 HP	Mech Rm 268
1	CC WATER SOURCE HEAT PUMP 045 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV048TL400DAN	141001725	4 Tons 0.75 HP 4 Tons 0.25 HP	Mech Rm 2
1	CC WATER SOURCE HEAT PUMP 046 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV048BETL	7ZM0147801	4 Tons 0.75 HP 4 Tons 0.25 HP	Mech Rm 6
1	CC WATER SOURCE HEAT PUMP 047 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV048BETR	7ZM0148301	4 Tons 0.75 HP 4 Tons 0.25 HP	Mech Rm 222
1	CC WATER SOURCE HEAT PUMP 048 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV060BETR	7ZM0149501	5 Tons 0.75 HP 5 Tons 0.25 HP	Mech Rm 208
1	CC WATER SOURCE HEAT PUMP 049 1 - Supply Fan Motor	McQuay	FCV060BETR	7ZM0149701	5 Tons 0.75 HP	Mech Rm 208

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor  CC WATER SOURCE HEAT PUMP 050 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV060TR400DAN	14021762	5 Tons 0.25 HP  5 Tons 0.75 HP  5 Tons 0.25 HP	Mech Rm 222
1	CC WATER SOURCE HEAT PUMP 051 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV060TR400DAN	140400980	5 Tons 0.75 HP  5 Tons 0.25 HP	Mech Rm 268
1	CC WATER SOURCE HEAT PUMP 052 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV060BETL	7ZM0149601	5 Tons 0.75 HP  5 Tons 0.25 HP	Mech Rm 237
1	CC WATER SOURCE HEAT PUMP 053 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	McQuay	FCV060BETR	7ZM0149801	5 Tons 0.75 HP  5 Tons 0.25 HP	Mech Rm 247
1	CC WATER SOURCE HEAT PUMP 054 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	WATER FURNACE	UBV070TR400DAN	130900955	6 Tons 0.75 HP  6 Tons 0.25 HP	Mech Rm 122
1	FS 1 SPLIT SYSTEM 001  1 - Supply Fan Motor 1 - Heating Section  *** Split System ***	G OODMAN  GOODMAN	CK60-1C	9606102924A	5 Tons 0.75 HP	FIRE STATION 1

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Compressor 1 - Condenser Fan Motor  FS 1 SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	GOODMAN	CK60-1C	9606096914	5 Tons 0.25 HP  5 Tons 0.75 HP  5 Tons 0.25 HP	FIRE STATION 1
1	FS 2 SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	YORK	E2FD060525A	151FAJ94111	5 Tons 0.75 HP  5 Tons 0.25 HP	FIRE STATION 2
1	FS 2 SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	AIREASE	RPHP13A249-3A	1614H06558	2 Tons 0.5 HP  2 Tons 0.25 HP	FIRE STATION 2
1	FS 3 SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	Goodman	CHPF2430B6CB	1307364424	2.5 Tons 0.5 HP  2.5 Tons 0.25 HP	FIRE STATION 3
1	FS 4 SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	Janitrol	CK36-1C	9705128637	3 Tons 0.5 HP  3 Tons 0.25 HP	FIRE STATION 4
1	FS 5 SPLIT SYSTEM 001	Mitsubishi	MSZ-A09NA	6016001	1.5 Tons	FIRE STATION 5

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Supply Fan Motor 1 - Heating Section	MITSUBISHI	MUZ-A09NA	6000054T	0.5 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor				1.5 Tons 0.25 HP	
1	FS 5 SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section	Mitsubishi	MSZ-A09NA	6016003	1.5 Tons 0.5 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor				1.5 Tons 0.25 HP	
1	FS 5 SPLIT SYSTEM 003 1 - Supply Fan Motor 1 - Heating Section	Mitsubishi	MSZ-A09NA	6000062T	1.5 Tons 0.5 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor				1.5 Tons 0.25 HP	
1	FS 5 SPLIT SYSTEM 004 1 - Supply Fan Motor 1 - Heating Section	Mitsubishi	MSZ-A09NA	6016004	1.5 Tons 0.5 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor				1.5 Tons 0.25 HP	
1	FS 5 SPLIT SYSTEM 005 1 - Supply Fan Motor 1 - Heating Section	York	GY9S120020UP11J	WOK6987526	3 Tons 0.75 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor				3 Tons 0.25 HP	
1	FS 5 SPLIT SYSTEM 006 1 - Supply Fan Motor 1 - Heating Section	York	GY9S04A12UP11J	W0K6947441	5 Tons 0.75 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor				5 Tons	

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	1 - Condenser Fan Motor				0.25 HP	
1	FS 5 SPLIT SYSTEM 007 1 - Supply Fan Motor 1 - Heating Section	York	GY9S100C16UP11J	W0M6233499	2 Tons 0.75 HP	FIRE STATION 5
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	YORK	H2RD024S06B	W0A7336738	2 Tons 0.25 HP	
1	FS 6 SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section	GREE			1.5 Tons 0.75 HP	FIRE STATION
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	GREE	NE009HP230V1A	63229948507	1.5 Tons 0.25 HP	
1	FS 6 SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section	EMI			1.5 Tons 0.75 HP	FIRE STATION 6
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	EMI	SCH09DA0000	1-04-B-2749-07	1.5 Tons 0.25 HP	
1	FS 6 SPLIT SYSTEM 003 1 - Supply Fan Motor 1 - Heating Section	EMI			1.5 Tons 0.75 HP	FIRE STATION 6
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	EMI	SCH09DA0000	1-04-C-4465-09	1.5 Tons 0.25 HP	
1	FS 6 SPLIT SYSTEM 004 1 - Supply Fan Motor 1 - Heating Section	EMI			1.5 Tons 0.75 HP	FIRE STATION 6
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	EMI	SCH09DA0000	1-04-B-1995-06	1.5 Tons 0.25 HP	
1	FS 6 SPLIT SYSTEM 005 1 - Supply Fan Motor 1 - Heating Section	York	P3URDZON11201E	QHMM039291	2 Tons 0.75 HP	FIRE STATION 6

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor  FS 6 SPLIT SYSTEM 006 1 - Supply Fan Motor 1 - Heating Section	YORK	H1RA024506D	WMMM001633	2 Tons 0.25 HP	FIRE STATION 6
		York	P3URA10N037917	WFMM037917	5 Tons 0.75 HP	
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	YORK	H1RA060S25A	WKMM043594	5 Tons 0.25 HP	
1	HANGER 1 PACKAGE UNIT 001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	TSC036A3EHA15D 2	404100143L	3 Tons 0.75 HP	HANGER 1
1	HANGER 2 PACKAGE UNIT 001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	50EZ-A30-30TP	1514C01907	3 Tons 0.75 HP	HANGER 2
1	MRA PACKAGE UNIT 001  1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	YSC048E3RLA10B	102010172L	4 Tons 1 HP	MORRISTOWN REGIONAL AIRPORT
					4 Tons 0.25 HP	
1	MRA PACKAGE UNIT 002  1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	YSC036E3RLA0ZB	102010850L	3 Tons 0.75 HP	MORRISTOWN REGIONAL AIRPORT
					3 Tons 0.25 HP	

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	MRA PACKAGE UNIT 003 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane	YSC036E3RLA0ZB	102010192L	3 Tons 0.75 HP 3 Tons 0.25 HP	MORRISTOWN REGIONAL AIRPORT
1	MRA SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	Trane  TRANE	4TEC3F42C1000AA  4TWA3042A3000BA	10141R851V  9403RBR2F	3.5 Tons 1 HP  3.5 Tons 0.25 HP	MORRISTOWN REGIONAL AIRPORT
1	PARKS REC PACKAGE UNIT 002 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	York	D1NA036N07225A	NHFM100754	3 Tons 0.75 HP 3 Tons 0.25 HP	PARKS REC
1	PARKS REC PACKAGE UNIT 003 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	York	D1NA048N09025B	NMFN131369	4 Tons 1 HP 4 Tons 0.25 HP	PARKS REC
1	PARKS REC PACKAGE UNIT 004 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors	York	D3CG090N13025G	NLFM130500	7.5 Tons 2 HP 7.5 Tons 0.25 HP	PARKS REC
1	PARKS REC PACKAGE UNIT 005 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors	Goodman	GCS16-090-200-24	5602E07859	7.5 Tons 2 HP 7.5 Tons 0.25 HP	PARKS REC



## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	PARKS REC PACKAGE UNIT 006 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors	Trane			7.5 Tons 2 HP 7.5 Tons 0.25 HP	PARKS REC
1	PUBLIC SERVICE SPLIT SYSTEM 001 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	GE  GOODMAN	21LU105AZMZ  CKL36-1K	769935  0404583299	3 Tons 0.75 HP  3 Tons 0.25 HP	DEPT OF PUBLIC SERVICE
1	PUBLIC SERVICE SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	RUDD  RUDD	RG06-12BAA-JS  VAHE-048JAS	AG50307F3491  4023M28926678	4 Tons 0.75 HP  4 Tons 0.25 HP	DEPT OF PUBLIC SERVICE
1	PW PACKAGE UNIT 001  1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Goodman	PHL024-1	0004492465	2 Tons 0.75 HP 2 Tons 0.25 HP	PW MAINTENANCE OFFICE
1	PW SPLIT SYSTEM 001  1 - Supply Fan Motor 1 - Heating Section  *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	QUATRO  ALLEGIANCE 10	  7A0049A100A0	  J48271045	4 Tons 0.75 HP  4 Tons 0.25 HP	PW PURCHASING BUILDING
1	TW PACKAGE UNIT 001	York	ZF072N10N2AAA1A	N1D4646611	6 Tons	TALLEY WARD

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 2 - Condenser Fan Motors TW PACKAGE UNIT 002	York	D6NZ036D07206NX A	W1K4098608	3 HP 6 Tons 0.25 HP 3 Tons	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor TW PACKAGE UNIT 003	York	D1NA036N07206C	NMGM156127	1 HP 3 Tons 0.25 HP 3 Tons 1 HP	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor TW PACKAGE UNIT 004	York	D7CG060N09925A	NBHM023681	5 Tons 1 HP 5 Tons 0.25 HP	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor TW PACKAGE UNIT 005	York	D7CG060N09925A	NBHM023683	5 Tons 1 HP 5 Tons 0.25 HP	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor TW PACKAGE UNIT 006	York	D7CG048N06006A	NFGM079184	4 Tons 1 HP 4 Tons 0.25 HP	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor TW PACKAGE UNIT 007	Carrier	48TCEA06006A	0714C79811	5 Tons 1 HP 5 Tons 0.25 HP	TALLEY WARD
1	1 - Supply Fan Motor 1 - Heating Section TW PACKAGE UNIT 008	Carrier	48TCEA06006A	0714C89809	5 Tons 1 HP	TALLEY WARD

## Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	1 - Compressor 1 - Condenser Fan Motor				5 Tons 0.25 HP	
1	UT HANGER SPLIT SYSTEM 002 1 - Supply Fan Motor 1 - Heating Section	Trane	4TEH3F36B1000AB	10172LCP1V	3 Tons 0.75 HP	UT LIFESTAR HANGER
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	TRANE	4TWB3036A1000BB	11084RR14F	3 Tons 0.25 HP	
1	<b>Special Fan(s)</b> CC EXHAUST FAN 001	HEES	KS-10	95-5-19	0.5 HP	Roof
1	CC EXHAUST FAN 002	HEES	KS-10	95-5-20	0.5 HP	Roof
1	CC EXHAUST FAN 003	HEES	KS-10	95-5-16	0.5 HP	Roof
1	CC EXHAUST FAN 004	HEES	KS-10	95-5-15	0.5 HP	Roof
1	CC EXHAUST FAN 005	HEES	KS-10	95-5-21	0.5 HP	Roof
1	CC EXHAUST FAN 006	HEES	KS-10	95-5-22	0.5 HP	Roof
1	CC EXHAUST FAN 007	HEES	KS-10	95-5-18	0.5 HP	Roof
1	PARKS REC EXHAUST FAN 001	DAYTON	4YC68		1.5 HP	PARKS REC
1	PARKS REC EXHAUST FAN 002	DAYTON	4YC68		1.5 HP	PARKS REC
14	<b>Misc. Controls</b> Strip Heater 1 or 2 Steps					
31	Unit Heater Gas Fired					

## Air Filter Service

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	CHANGES/YR.	SIZE	TYPE
<b>Misc. Equipment</b>				
ERV 1	4	4	16 X 20 X 2.0	Extended Surfaced Pleated
ERV 2	3	4	16 X 20 X 2.0	Extended Surfaced Pleated
WSHP	12	4	24 X 30 X 1.0	Extended Surfaced Pleated
WSHP	19	4	20 X 25 X 2	Extended Surfaced Pleated
WSHP	10	4	19 X 28 X 2.0	Extended Surfaced Pleated
WSHP	2	4	16 X 25 X 2.0	Extended Surfaced Pleated
WSHP	9	4	16 X 20 X 2.0	Extended Surfaced Pleated
WSHP	1	4	12 X 20 X 2	Extended Surfaced Pleated
WSHP	1	4	20 X 24 X 1.0	Extended Surfaced Pleated
WSHP	2	4	16 X 20 X 1.0	Extended Surfaced Pleated

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. Customer will be apprised of the progress of agreement at the time of completion of each scheduled visit via customer signature and review of computerized tasking.

**SERVICE PROVIDER WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, etc.
- INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, and lubricate. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; coil fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; super heat; fan RPM; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- MATERIALS; belts, filters, lubricants and solvents.

**BAS:** Building Automation Systems are not covered under the scope of this agreement unless otherwise noted.

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs. Any such price adjustment must be agreed upon by both parties.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become ten (10) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
7. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
8. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
9. If either party commences a legal action against the other regarding this Agreement or the services performed hereunder, the prevailing party in that proceeding will be entitled to collect its reasonable legal cost, including attorney's fees and expenses, incurred in said legal proceeding.
10. Any legal action against either party relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
11. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
13. Both parties shall upon request make available to the other party's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
14. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.
15. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
17. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

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



**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 18 day of January, 20 19, by and between JDG, LLC hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 034J A 001.01  
as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1731 Page 614, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Advance Financial  
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

JDG-001 Morris town  
Company/Corporation/Partnership Name (Seal)

By: [Signature]

Anderson Jarman  
(Type Name)

President  
(Type Title)

State of TN

County of DAVIDSON

The foregoing Agreement was acknowledged before me this 18 day of Jan, 2019.

by Anderson Jarman

Reita  
Notary Public

My Commission Expires 9-7-20



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

# **Inspection and Maintenance Agreement**

## **(I&M Agreement)**

/

City of Morristown, TN

100 West 1<sup>st</sup> North Street

Morristown, TN 37814

(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of February, 2019, by and between Citizens National Bank hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 4320 Evan Green PLZ  
032040 03017 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1746 Page 653, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Citizens National Bank  
(Name of Plan/Development)

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

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

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

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

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

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

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



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

WITNESS the following signatures and seals:

Citizens National Bank

Company/Corporation/Partnership Name (Seal)

By: Anthony McCarter Anthony D. McCarter

Anthony McCarter  
(Type Name)

Facilities Manager CNB  
(Type Title)

State of TN

County of Sevier

The foregoing Agreement was acknowledged before me this 20 day of February, 2019

by Stephanie Weckesser

Stephanie Weckesser  
Notary Public

My Commission Expires 2-19-20



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date




# City of Morristown

---



## Memorandum

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

The following Board/Commission appointment(s)/reappointment(s) are to be considered at the May 21, 2019, council meeting.

***Finance Committee:***

Mayor's Appointment of a Councilmember to fill the unexpired term of Dennis Alvis to expire on January 1, 2020

***Ambulance Authority Board of Directors:***

Council Appointment of a Councilmember to fill the tenure term of Dennis Alvis

***Parks and Recreation Advisory Board:***

Council Appointment of a Councilmember to fill the tenure term of Dennis Alvis.

Council Appointment(s)/Reappointment(s) for a three (3) year term to expire June 1, 2022:

Terms Expiring:

- Joe Frye – has been contacted by city staff and indicated his willingness to serve another term
- Randall Jolley - has been contacted by city staff and indicated his willingness to serve another term
- Ed Sempkowski is currently serving and does not wish to be reappointed. Chad McCoige – has indicated his willingness to serve