

**AGENDA  
WORK SESSION  
June 16, 2020  
2:30 p.m. – City Center Training Room**

1. **Community Center Operations Management**

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
June 16, 2020  
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. June 2, 2020

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **OLD BUSINESS**

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

1. Ordinance No. 3651  
An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2020 and ending June 30, 2021.
2. Ordinance No. 3652  
An Ordinance of the City of Morristown, Tennessee to Amend Title 5 – Municipal Finance and Taxation.

3. Ordinance No. 3633.02  
Ordinance to Amend Ordinance Number 3633, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2019-2020 and to appropriate additional funds totaling \$106,163.

**9. NEW BUSINESS**

**9-a. Resolutions**

1. Resolution No. 14-20  
A Resolution of the City of Morristown, requesting approval to apply for the Governor's Local Government Support Grants to fund Street Infrastructure Improvements.
2. Resolution No. 15-20  
"A Resolution of the City Council of Morristown, Tennessee authorizing the disbursement to ALPS, Boys & Girls Club of Morristown Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic Inc., KMHB, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Morristown's Task Force On Diversity, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, Crockett Tavern, Friends of Hospice of the Lakeway Area, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2020/2021 fiscal year budget."

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

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

1. Approval of Stormwater Drainage Projects Contract with LDA Engineering to provide Construction Administration in the amount of \$12,000 and Resident Project Representation Services in an amount not to exceed \$30,000.
2. Approval of Contract with GEOS Services to provide testing services for the Stormwater Drainage project in an amount not to exceed \$7,000.
3. Approval of Interlocal Agreement with Hamblen County Communications Emergency Communications District, Hamblen County, and the City of Morristown.
4. Approval of Settlement and Release for Merchants Greene Phase 2 (Storm Water Agreement).

5. Approval of Best and Lowest Bid submitted by Quality Waste to provide Dumpster Services for the City of Morristown and to allow City Administrator Tony Cox to enter into contract negotiations.
6. Approval of Change Order No. 5 with Merit Construction for Construction for the Impound Lot Improvements at the new Public Works Facility Project in the amount of \$79,269.
7. Approval of Change Order No. 1 with GEOS Services, Inc. for the new Public Works Facilities Project in the amount of \$7,884.
8. Approval of Proposal submitted by Design Innovations Architects, Inc. for Engineering Services for the Rehabilitation of Shuck Shelter located at Frank Lorino Park not to exceed amount of \$9,300.00.
9. Acceptance of the best and lowest bid submitted by Municipal Equipment, Inc. for a 2021 Peterbilt Model 520 RHD with New Way 31 Yard Sidewinder in the amount of \$280,508.00; with the option to purchase up to two (2) additional units within 60 days of the bid award.
10. Approval of Contract to renew the existing Preventive Maintenance Agreement with Cook's Mechanical Services for one (1) additional year in a total amount of \$39,496.
11. Approval of Contract to renew the existing Brokerage/Consulting Agreement with Mark III Employee Benefits for Insurance Broker Services for one (1) additional year for a total amount of \$30,000.
12. Approval of Contract to renew the existing tree Trimming and Removal Agreement with Arbor Excel, LLC for on (1) additional year.
13. Approval of the Memorandum of Understanding with Knoxville-Knox County Community Action Committee (CAC) for Community Development Block Grant (CDBG) Home Rehabilitation and Emergency Repair for one (1) additional year.
14. Approval to renew the existing Office 365 Subscription Services with Miracle Software Systems for one (1) additional year.
15. Approval to Declare Surplus one (1) 1999 Ford Crown Victoria Vehicle VIN #2FAFP71W2XX161808 to be sold on GovDeals.
16. Approval to Surplus various Police Department Equipment Items to be sold on GovDeals or destroyed.

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

1. City Council appointment(s) or re-appointment(s) to the Morristown-Hamblen Library Board for a three (3) year term expiring July 1, 2023. Terms expiring: Dr. Alpha Alexander, Treva Purkey and Kay Senter
2. City Council appointment(s) or re-appointment(s) to the Industrial Development Board (Health, Education & Housing Facilities Board) for a six (6) year term expiring on June 30, 2026. Terms expiring: Jack E. Campbell, Ed Hale, Joel Hice, David Purkey and Anderson Smith

## **9-e. New Issues**

1. Appointment of Morristown Fire Department Chief.

## **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:**

June 16, 2020	Tuesday	2:30 p.m.	Work Session – Community Center Operations
June 16, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review - <b>Cancelled</b>
June 16, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting
July 3, 2020	Friday		City Employee's Holiday – Independence Day
July 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
July 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 4, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
August 4, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 4, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 18, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
September 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 7, 2020	Monday		City Employee's Holiday – Labor Day
September 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

### **WORK SESSION Post-Meeting Work Session June 16, 2020**

No post-meeting Work Session

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
June 2, 2020**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, June 2, 2020, with the, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember Al A'Hearn led in the invocation and the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the May 19, 2020 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Linda Noe

A Public Hearing was held relating to Ordinance No. 3649; no one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 3649 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3649**

**Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. {Annexation of property located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road having Hamblen County Tax Parcel ID # 032054 02600 with the Zoning Designation of Intermediate Business, IB, and R-3, High Density Residential, the general location being shown on the attached exhibit A.}**

A Public Hearing was held relating to Resolution No. 13-20; no one spoke.

Councilmember Smith made a motion to approve Resolution No. 13-20. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye"

**Resolution No. 13-20**

**A Resolution Adopting a Plan of Services for the Annexation of Property located at the Southwest Corner of Talbott Kansas Road and W. Andrew Johnson Highway.**

A Public Hearing was held relating to Ordinance No. 3650; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3650 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3650**

**Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and that the following described real estate be rezoned from IB (Intermediate Business) to R-3 (High Density Residential). *{To include 7.56 acres of that land owned by C2 Investments, located along the south side right-of-way line of East Morris Boulevard, formerly part of the Fox Farm Subdivision, bounded to the rear by East Village Subdivision; to the west by lands of the United States of America, and to the east by Doris Lynch, currently having been assigned Hamblen County Tax Parcel ID# 032 026 01900 000 2019, and as shown on Exhibit A}.***

Councilmember Pedigo made a motion to approve Ordinance No. 3651 on first reading and schedule a public hearing relative to final passage of said ordinance for June 16, 2020; Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3651**

**An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2020 and ending June 30, 2021.**

Councilmember Senter made a motion to approve Ordinance No. 3652 on first reading and schedule a public hearing relative to final passage of said ordinance for June 16, 2020; Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3652**

**An Ordinance of the City of Morristown, Tennessee to Amend Title 5 – Municipal Finance and Taxation.**

Councilmember Senter made a motion to approve Ordinance No. 3633.02 on first reading and schedule a public hearing relative to final passage of said ordinance for June 16, 2020; Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3633.02**

**An Ordinance to Amend Ordinance Number 3633, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2019-2020 and to appropriate additional funds totaling \$106,163.**

Councilmember Bivens made a motion to approve the bid from Bewley Excavating in the amount of \$274, 248 for Multiple Storm Water Projects.. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to declare excess clay soil from East Tennessee Progress Center to the Tennessee Board of Regents as Surplus. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Request for Proposal for Operations & Management Services for the Community Center as submitted by Sports Facilities Management, LLC and to allow Tony Cox, City Administrator to enter into contract negotiations. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and T. Phillip Carlyle, C2 Investments, LLC for the Bridgewater Pointe Subdivision. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

City Administrator Anthony Cox reported on Line Items Transfers from the General Fund, Drug Control Fund, Solid Waste Fund and Stormwater Fund. He then presented the Annual Debt Report to Mayor Chesney and the City Councilmembers.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Linda Noe

Mayor Gary Chesney adjourned the June 2, 2020 Morristown City Council meeting at 5:42 p.m.

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Mayor

Attest:

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City Administrator

# Budget Ordinance

## ORDINANCE No. 3651

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE  
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND  
ENDING JUNE 30, 2021

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

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

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

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

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2021, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND		Estimated	
	Actual	Actual	Budget
	FY 2019	FY 2020	FY 2021
<b>Cash Receipts</b>			
Local Taxes	\$ 30,736,319	\$ 31,392,744	\$ 30,880,640
Licenses And Permits	1,138,329	949,515	1,005,000
Intergovernmental	5,430,798	5,012,411	6,988,111
Charges For Services	139,551	112,194	82,000
Fines And Forfeitures	684,996	450,144	383,500
Uses of Money And Property	898,778	1,659,757	779,187
<b>Total Cash Receipts</b>	<b>\$ 39,028,771</b>	<b>\$ 39,576,765</b>	<b>\$ 40,118,438</b>
<b>Appropriations</b>			
General Government	\$ 4,521,100	\$ 4,622,758	\$ 5,356,143
Public Safety	16,508,712	17,315,446	17,606,384
Public Works	6,496,887	6,627,782	7,857,624
Parks & Recreation	2,068,403	2,315,735	2,537,674
Agriculture and Natural Resources	158,572	279,682	413,150
Social Services	1,622,080	1,760,416	1,639,050
Airport	366,412	236,405	328,200
Retiree Health Insurance	536,776	534,746	550,000
Debt Service	2,796,367	3,564,143	5,086,875
Transfer Out - To Other Funds	7,189,100	507,500	-
<b>Total Appropriations</b>	<b>\$ 42,264,409</b>	<b>\$ 37,764,613</b>	<b>\$ 41,375,100</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>(3,235,638)</b>	<b>1,812,152</b>	<b>(1,256,662)</b>
<b>Beginning Cash Balance July 1</b>	<b>14,132,694</b>	<b>10,897,056</b>	<b>12,709,208</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 10,897,056</b>	<b>\$ 12,709,208</b>	<b>\$ 11,452,546</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>25.8%</b>	<b>33.7%</b>	<b>27.7%</b>

LAMTPO FUND		Estimated	
	Actual	Actual	Budget
	FY 2019	FY 2020	FY 2021
<b>Cash Receipts</b>			
City Revenues	\$ 45,281	\$ 35,392	\$ -
Transportation Planning Reimbursements	225,097	155,657	242,866
Other County Revenue	14,790	3,468	12,396
<b>Total Cash Receipts</b>	<b>\$ 285,168</b>	<b>\$ 194,517</b>	<b>\$ 255,262</b>
<b>Appropriations</b>			
Transportation Planning Administration	\$ 315,084	\$ 214,910	\$ 241,186
<b>Total Appropriations</b>	<b>\$ 315,084</b>	<b>\$ 214,910</b>	<b>\$ 241,186</b>
<b>Change in Cash (Receipts - Appropriations)</b>	<b>(29,916)</b>	<b>(20,393)</b>	<b>14,076</b>
<b>Beginning Cash Balance July 1</b>	<b>196,114</b>	<b>166,198</b>	<b>145,805</b>
<b>Ending Cash Balance June 30</b>	<b>\$ 166,198</b>	<b>\$ 145,805</b>	<b>\$ 159,881</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>	<b>52.7%</b>	<b>67.8%</b>	<b>66.3%</b>

SOLID WASTE FUND		Actual FY 2019	Estimated Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>				
Solid Waste Fees		\$ 2,132,234	\$ 2,150,154	\$ 2,088,000
<b>Total Cash Receipts</b>		\$ 2,132,234	\$ 2,150,154	\$ 2,088,000
<b>Appropriations</b>				
Sanitation		\$ 1,629,686	\$ 1,595,879	\$ 2,287,902
Recycling		229,803	161,489	230,398
Debt Service		32,489	32,119	31,053
<b>Total Appropriations</b>		\$ 1,891,978	\$ 1,789,487	\$ 2,549,353
<b>Change in Cash (Receipts - Appropriations)</b>		<b>240,256</b>	<b>360,667</b>	<b>(461,353)</b>
<b>Beginning Cash Balance July 1</b>		93,879	334,135	694,802
<b>Ending Cash Balance June 30</b>		<b>\$ 334,135</b>	<b>\$ 694,802</b>	<b>\$ 233,449</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		17.7%	38.8%	9.2%

DRUG FUND		Actual FY 2019	Estimated Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>				
Program Income		\$ 90,863	\$ 44,188	\$ 55,000
<b>Total Cash Receipts</b>		\$ 90,863	\$ 44,188	\$ 55,000
<b>Appropriations</b>				
Drug Enforcement		\$ 41,318	\$ 138,204	\$ 156,251
<b>Total Appropriations</b>		\$ 41,318	\$ 138,204	\$ 156,251
<b>Change in Cash (Receipts - Appropriations)</b>		<b>49,545</b>	<b>(94,016)</b>	<b>(101,251)</b>
<b>Beginning Cash Balance July 1</b>		290,600	340,145	246,129
<b>Ending Cash Balance June 30</b>		<b>\$ 340,145</b>	<b>\$ 246,129</b>	<b>\$ 144,878</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		823.2%	178.1%	92.7%

STORM WATER FUND		Actual FY 2019	Estimated Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>				
Storm Water Utility Fees		\$ 1,617,918	\$ 1,423,391	\$ 1,500,000
Miscellaneous		32,802	7,835	6,000
<b>Total Cash Receipts</b>		\$ 1,650,720	\$ 1,431,226	\$ 1,506,000
<b>Appropriations</b>				
Drain Way Maintenance		\$ 413,311	\$ 855,271	\$ 1,697,023
Storm Water Management		317,232	329,554	\$ 339,273
Debt Service		120,548	336,107	\$ 323,565
Depreciation		343,011	354,554	370,880
<b>Total Appropriations</b>		\$ 1,194,102	\$ 1,875,486	\$ 2,730,741
<b>Change in Cash (Receipts - Appropriations)</b>		<b>456,618</b>	<b>(444,260)</b>	<b>(1,224,741)</b>
<b>Beginning Cash Balance July 1</b>		2,486,440	2,943,058	2,498,798
<b>Ending Cash Balance June 30</b>		<b>\$ 2,943,058</b>	<b>\$ 2,498,798</b>	<b>\$ 1,274,057</b>
<b>Ending Cash as a % of Total Cash Payments/Appropriations</b>		246.5%	133.2%	46.7%

E-CITATION FUND		Actual FY 2019	Estimated Actual FY 2020	Budget FY 2021
<b>Cash Receipts</b>				
E-Citation Fees		\$ 17,867	\$ 19,416	\$ 14,000
<b>Total Cash Receipts</b>		\$ 17,867	\$ 19,416	\$ 14,000
<b>Appropriations</b>				
		\$ -	\$ -	\$ -
<b>Total Appropriations</b>		\$ -	\$ -	\$ -
<b>Change in Cash (Receipts - Appropriations)</b>		<b>17,867</b>	<b>19,416</b>	<b>14,000</b>
<b>Beginning Cash Balance July 1</b>		13,114	30,981	50,397
<b>Ending Cash Balance June 30</b>		<b>\$ 30,981</b>	<b>\$ 50,397</b>	<b>\$ 64,397</b>

SECTION 2: At the end of the fiscal year 2020, the governing body estimates fund balances or deficits as follows:

<b>Fund</b>	<b>Estimated Fund Balance at June 30, 2020</b>
General Fund	\$ 23,480,117
E-Citation Fund	\$ 50,397
LAMTPO Fund	\$ 255,331
Drug Fund	\$ 198,953
Solid Waste Fund	\$ 820,328
Storm Water Fund	\$ 4,486,259

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

<b>Bonded or Other Indebtedness</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30, 2020</b>	<b>FY2021 Principal Payment</b>	<b>FY2021 Interest Payment</b>
<b>Bonds -</b>				
General Obligation Bonds Series 2009	\$ -	\$ 2,116,518	\$ 114,423	\$ 57,690
General Obligation Bonds Series 2012	\$ -	\$ 3,538,146	\$ 208,883	\$ 116,356
General Obligation Bonds Series 2017	\$ -	\$ 8,775,000	\$ 285,000	\$ 285,863
General Obligation Bonds Series 2018	\$ -	\$ 17,185,000	\$ 1,100,000	\$ 740,850
General Obligation Bonds Series 2019B	\$ -	\$ 37,250,000	\$ 870,000	\$ 1,303,135
<b>Notes -</b>				
Capital Outlay Note 2011	\$ -	\$ 1,320,000	\$ 330,000	\$ 23,793

SECTION 4: During the coming fiscal year (2021) the governing body has pending and planned capital projects with proposed funding as follows:

<b>Pending Capital Projects</b>	<b>Pending Capital Projects - Total Expense</b>	<b>Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves</b>	<b>Pending Capital Projects Expense Financed by Debt Proceeds</b>
Community Center	\$ 36,299,819	\$ -	\$ 36,299,819

- SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.
- SECTION 6: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set by the Mayor and City Council pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.
- SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.
- SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.
- SECTION 11: This ordinance shall take effect July 1, 2020, the public welfare requiring it.

Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTESTED:

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

SEAL

**ORDINANCE NO. 3652  
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 5, CHAPTER 2, SECTIONS 204, 205 &  
206 OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 5, Chapter 2, Sections 204, 205 and 206 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 5

CHAPTER 2

PROPERTY TAXES<sup>1</sup>

SECTION

5-204. Delivery of tax list to tax collector. Upon the completion of the tax list, the same shall be delivered to the tax collector on or by the fifteenth day of September in each year.

5-205. Due date of taxes; penalty for failure to pay taxes; interest on unpaid taxes.<sup>2</sup> All taxes levied on real estate or personal property for city purposes shall become due on the first Monday of October of the year for which they are levied. Taxes become delinquent and begin accumulating interest and penalty the following March 1. On March 1, and on the first day of each succeeding month, interest and penalty of one and one-half percent (1.5%) shall be added to the tax amount due and payable. Taxes shall remain in the hands of the City for collection until the first day of April of the following year at which time suit shall be filed with Chancery Court.

5-206. Rebate for early payment of taxes. The recorder may open his books and receive taxes on and after the first Monday of October of the year for which the tax is levied, and taxpayers shall be entitled to receive a rebate of 2% if such taxes are paid during the month of October.

<sup>1</sup> Charter reference  
Assessment of property taxes: § 5(1).

<sup>2</sup> Charter references  
Due date of taxes: § 7.  
Collection of delinquent taxes: § 11.

This ordinance shall take effect July 1 upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND AND FINAL READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

# APPROPRIATION ORDINANCE

Ordinance Number: 3633.02

TO AMEND ORDINANCE NUMBER 3633, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2019-2020 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$106,163. APPROPRIATION INCREASE INCLUDES \$13,588 FOR THE JAG GRANT; \$18,575 FOR THE TAEP GRANT (TENNESSEE AGRICULTURAL ENHANCEMENT PROGRAM); \$74,000 FOR INSURANCE REIMBURSEMENT FOR IT EQUIPMENT DAMAGED DUE TO LEAKING ROOF. THIS CHANGE ALSO INCLUDES A DECREASE TO APPROPRIATIONS IN THE AMOUNT \$960,000 DUE TO THE TIMING OF TDOT PROJECT FOR WEST AJ HIGHWAY AND TRANSFERRING \$300,000 THAT WAS GOING TO BE USED FOR TENNIS COURTS FROM PARKS & RECREATION TO PAVING.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3633 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2019-2020 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	110.33580.000	TDOT Streets		\$ 960,000		
General (#110)	Public Works Pavement Management	110.43300.958	Street Infrastructure Improvements				\$ 660,000
General (#110)	Revenue	110-33604.000	Department of Justice Grants	\$ 13,588			
General (#110)	Police Patrol & Traffic	110.42120.689	Other Miscellaneous Expenses			\$ 13,588	
General (#110)	Revenue	110.33590.000	Other State Revenue	\$ 18,575			
General (#110)	Natural Resource Maintenance	110.45160.399	Other Contracted Services			\$ 18,575	
General (#110)	Revenue	110.36720.000	Insurance Reimbursements/Customer Reimb	\$ 74,000			
General (#110)	Information Technology	110.41640.964	Office Equipment			\$ 74,000	
General (#110)	Parks & Recreation - Park Maintenance	110-44430-999	Other Capital Outlay				\$ 300,000
			Totals	\$ 106,163	\$ 960,000	\$ 106,163	\$ 960,000

PASSED ON FIRST READING THIS 2nd Day of June 2020

ATTEST:

\_\_\_\_\_  
Mayor Signature

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

PASSED ON SECOND READING THIS 16th Day of June 2020

ATTEST:

\_\_\_\_\_  
Mayor Signature

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

**RESOLUTION NO. 14-20**

**A RESOLUTION OF THE CITY OF MORRISTOWN, REQUESTING  
APPROVAL TO APPLY FOR THE GOVERNOR'S LOCAL  
GOVERNMENT SUPPORT GRANTS TO FUND STREET  
INFRASTRUCTURE IMPROVEMENTS.**

**WHEREAS**, Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34 established the Governor's Local Government Support Grants which provides funding that local governments may request, and

**WHEREAS**, the City of Morristown is in need of funding for a project(s) that meets all of the requirements of Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34; and

**WHEREAS**, the City of Morristown is requesting \$690,421; and

**WHEREAS**, it is agreed that the City of Morristown will comply with the Terms of Agreement prescribed by the State Department of Finance and Administration; and

**WHEREAS**, the City of Morristown hereby authorizes the City Mayor to submit the application to the State Department of Finance and Administration, requesting approval to proceed with the project; and

**WHEREAS**, it will be necessary to budget a total of \$59,579 in additional funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Morristown requests the State Department of Finance and Administration for initial approval of this project to fund Street Infrastructure Improvements in accordance with the provisions of Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34.

Adopted this 16<sup>th</sup> day of June 2020, by the local legislative body of the City of Morristown, Tennessee.

APPROVED:

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Gary Chesney, Mayor

ATTEST:

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Anthony W. Cox, City Administrator

## RESOLUTION NO. 15-20

“A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AUTHORIZING THE DISBURSEMENT TO THE ALPS, BOYS & GIRLS CLUB OF MORRISTOWN INC., THE CHILD ADVOCACY CENTER, GIRLS INC., HELPING HANDS CLINIC INC., KMHB, MATS, MORRISTOWN-HAMBLÉN CHILD CARE CENTERS, ROSE CENTER, SENIOR CITIZENS CENTER, SENIOR CITIZENS HOME ASSISTANCE SERVICE, STEPPING OUT, HELEN ROSS MCNABB CENTER, BOYS & GIRLS CLUB SWIM TEAM, PROJECT GRADUATION, MORRISTOWN’S TASK FORCE ON DIVERSITY, MORRISTOWN-HAMBLÉN IMAGINATION LIBRARY ADVISORY COUNCIL, ECONOMIC DEVELOPMENT, CROCKETT TAVERN, FRIENDS OF HOSPICE OF THE LAKEWAY AREA, AND OF THOSE FUNDS ALLOCATED TO THESE NON-PROFIT CHARITABLE AND CIVIC ORGANIZATIONS IN THE CITY OF MORRISTOWN’S 2020/2021 FISCAL YEAR BUDGET.”

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

WHEREAS, as a part of the City of Morristown’s budget adopted for the 2020/2021 fiscal year three-hundred twenty-two thousand dollars (\$322,000) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KMHB, MATS, Morristown-Hamblén Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Morristown’s Task Force On Diversity, Morristown-Hamblén Imagination Library Advisory Council, Economic Development, and Crockett Tavern, Friends of Hospice of the Lakeway Area; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown’s 2020/2021 fiscal year budget; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 16th day of June, 2020, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three-hundred twenty-two thousand dollars (\$322,000) appropriated and budgeted by the City of Morristown Council in its 2020/2021 fiscal year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
KMHB	19,950
MATS	8,000
Morristown-Hamblen Child Care Centers	23,925
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out	5,000
Helen Ross McNabb Center	32,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Morristown's Task Force on Diversity	7,000
Morristown-Hamblen Imagination Library Advisory Council	5,000
Economic Development	71,500
Crockett Tavern	8,500
Friends of Hospice of the Lakeway Area	10,000
	<u>\$ 322,000</u>

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

PASSED on the 16<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator/Recorder



LDA ENGINEERING

June 8, 2020

Larry Clark  
Assistant City Administrator  
City of Morristown  
Post Office Box 1499  
Morristown, TN 37816-1499

Reference: Stormwater Drainage Projects  
Morristown, Hamblen County, Tennessee

Mr. Clark

LDA Engineering appreciates the opportunity to provide you with a proposal for Construction Administration (CA) and Resident Project Representation (RPR) services for the referenced project in conjunction with approved Engineers Joint Contract Documents Committee (EJCDC) contract dated July 2018.

The referenced project includes the following areas:

- Hamilton Place Ponding Area
- Radar Street at Shield Ferry
- Cherokee Drive
- King Avenue
- Murrell Road
- Forest Drive
- Walter Drive

LDA Engineering will provide the following services:

- LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$12,000.00.
- RPR services will be provided on an hourly basis, with a budget amount of \$30,000.00. We will be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown. The time for RPR will only be charged relating to the actual construction time.

The invoices will be submitted monthly based upon the services performed during the billing period.

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

110 Tyson Boulevard, Suite 200, Alcoa, TN 37701 ■ Phone: (865) 573-7672 ■ [LDAEngineering.com](http://LDAEngineering.com)

Sincerely,



Steve Drummer, P.E.  
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

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

Title: \_\_\_\_\_

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



June 10, 2020

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

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

Reference: **Proposal for Construction Materials Testing Services**  
**City of Morristown – Stormwater Drainage**  
Morristown, Tennessee  
GEOServices Proposal No. 15-20146

Dear Mr. Clark:

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

## PROJECT INFORMATION

Based on information provided by LDA Engineering, we understand that drainage improvements will occur at several locations near West Andrew Johnson Highway located in Morristown, TN. A copy of the project plans and specifications were provided at the time of this proposal.

## SCOPE OF SERVICES

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

**Laboratory Testing:** Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum

moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

**Proofrolling Observations:** Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

**Field Density Testing:** Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

**Foundation Excavation Observations:** Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a GEOServices project manager, recommendations will be provided for any foundation subgrade repair, if needed.

Please be aware that foundation excavation evaluations will address bearing capacity only and does not address the potential for, or magnitude of, settlement of the foundations.

**Reinforcing Steel Observations:** Our personnel can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.

**Fresh Concrete Testing:** During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

**Field Density Testing of Basestone:** After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

**Asphalt Testing:** During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

**Asphalt Coring Services:** If requested and at the completion of asphalt placement, we can obtain core samples from the asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core. Additionally, our personnel can measure the underlying base stone thickness. At the completion of coring, the core holes will be backfilled with non-shrink grout.

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

## LABORATORY ACCREDITATION

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

## EXCLUSIONS

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

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

## CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

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

## **FEES**

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested and schedule provided, we estimate our fee will be on the order of **\$7,000.00**. This is not a lump sum price and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. Please verify that our assumptions and/or quantities are consistent with the contractor's schedule. The actual cost of our services will be dependent on the construction schedule, the number of trips requested, and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

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

## **CONTRACT**

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

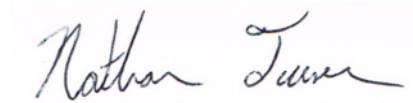
If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

## CLOSURE


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

Sincerely,

**GEOServices, LLC**



Nathan Turner  
Office Manager



T. Brian Williamson, P.E.  
Geotechnical Department Manager

Attachments: Fee Schedule  
Agreement for Services

## FEE SCHEDULE

### A. PERSONNEL

1. Engineering Technician, *per hour .....	\$ 45.00
2. Senior Engineering Technician, *per hour .....	\$ 60.00
3. Metals Technician, per hour .....	\$ 95.00
4. Staff Professional, per hour .....	\$ 80.00
5. Registered Engineer, per hour .....	\$ 120.00
6. Senior Registered Engineer, per hour .....	\$ 150.00
7. Mileage Charge, per mile .....	\$ 0.58
8. Drafting Services, per hour .....	\$ 65.00
9. Secretarial Services, per hour .....	\$ 45.00

### B. LABORATORY

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

Note: Additional project specific tests will be priced upon request

### C. SPECIAL EQUIPMENT CHARGES

1. Nuclear Gauge, per site visit .....	\$ 40.00
2. Floor Profilometer, per day.....	\$ 250.00
3. Asphalt Coring Machine, per day.....	\$ 250.00
4. Rental Equipment/Subcontracts.....	Cost + 15%

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

#### Notes:

All personnel time is portal to portal.

Engineering Technician, Minimum 4 hours per visit.

## AGREEMENT FOR SERVICES

Date:

GEOServices, LLC  
(hereafter Consultant)

Address: **10368 Wallace Alley, Ste. 5**

City: **Kingsport**

State: **Tennessee** Zip: **37663**

Telephone: **423-212-2163**

Fax: **865-539-8252**

Email: **nturner@geoservicesllc.com**

Job Number:

Client Name:   
(hereafter Client)

Address:

City:

State:  Zip:

Telephone:

Fax:

Email:

### PROJECT

Project Name:

Project Location:

### SERVICES TO BE RENDERED

Proposal Number:  Dated:  is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

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

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

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

1. **OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.

2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services

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

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

**4. STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

**5. LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

**6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.

**7. REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

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

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

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

in the Instrument of Service without Consultant's written authorization.

**8. SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

**9. CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

**10. SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

**11. REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

**12. CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

**13. UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.

**14. CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

**15. FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

**16. TERMINATION:**

**For Convenience** - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

**For Cause** -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days

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

**17. UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

**18. FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

**19. INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

**20. INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and save harmless each other in proportion to their relative degree of fault.

**21. DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

**22. CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

**23. SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**24. ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

**25. NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

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

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


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

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

**CLIENT:**

**CONSULTANT:** GEOServices, LLC

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

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

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

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

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

**DATE:**

**PROPOSAL NUMBER:**

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

## INTERLOCAL COOPERATION AGREEMENT

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into by and among the **HAMBLEN COUNTY EMERGENCY COMMUNICATIONS DISTRICT**, hereinafter referred to as the 'District', and **HAMBLEN COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as 'County', and the **CITY OF MORRISTOWN**, hereinafter referred to as 'City'.

### WITNESSETH:

**WHEREAS**, the District is an Emergency Communications District created pursuant to the provisions of *Tennessee Code Annotated* § 7-86-101 *et seq.* for the purpose of providing a system of emergency communications whereby a caller dialing 9-1-1 would immediately be connected to a public safety answering point that would quickly and efficiently assure that the appropriate emergency responders in Hamblen County, Tennessee are notified; and

**WHEREAS**, the District is funded in part by the emergency telephone service charge allowed by *T.C.A.* § 7-86-108; and

**WHEREAS**, the rate of funding from the emergency telephone service charge is governed by the '911 Modernization and IP Transition Act of 2014' as amended by a Joint Resolution of the Tennessee General Assembly in 2020 which set the state-wide rate for emergency telephone service charges at \$1.50 for all classifications of service users, including wireline, wireless, and voice over internet protocol (VoIP) users; and

**WHEREAS**, the Tennessee Emergency Communications Board requires an Interlocal Cooperation Agreement be in place by and among a local emergency communications district and local government entities for purposes of economic stability; and

**WHEREAS**, both the County and City recognize the value of an efficient and well-equipped District in carrying out its mission of saving lives and reducing the destruction of property; and

**WHEREAS**, Hamblen County and the City of Morristown desire that the District operate and maintain a fully consolidated center which serves not only as the public safety answering point for both the County and the City but also provides dispatch services for all emergency service entities responding within Hamblen County as well as serving as TBI's Terminal Agency for all law enforcement agencies of the County and City; and

**WHEREAS**, all parties desire to agree to a predictable rate of funding on which the District may rely; and

**WHEREAS**, the District, City, and County are authorized to enter into this Interlocal Cooperative Agreement pursuant to *Tennessee Code Annotated* § 12-9-101 *et seq.*;

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE STATED PREMISES** the District, County, and City hereby agree as follows:

#### **SECTION I – FINANCIAL**

- A. In consideration for their funding, the District hereby agrees to provide an efficient, state-of-the-art, 'direct dispatch method' emergency communications service to both the County and City.
- B. County and City agree to fund the District's operating budget on an annual basis at levels at no less than the previous year's funding from their general funds, in accordance with *Tennessee Code Annotated* § 7-86-303(e).
- C. The division of funding between the County and City shall be determined by the University of Tennessee's Municipal Technical Advisory Service (MTAS) model, which utilizes a formula that is fifty percent (50%) based on population (using the most recent data from the U.S. Census Bureau) and fifty percent (50%) based on calls for service (using the most recent calendar year statistics from the District). For the purposes of this formula, County data may include the number of calls for service related to Morristown-Hamblen Emergency Medical Service (EMS), the County-wide provider of EMS services. It should be noted that in addition to the funding by the MTAS model, the City of Morristown contributes an additional \$61,068 to fund one-half of an additional dispatcher position. This amount shall continue to be funded as per Section I (B) above.
- D. Nothing in this agreement shall prohibit the District from establishing a funding mechanism with other non-governmental and/or private entities or agencies with whom the District may agree to provide communications or dispatch services. Such agreements which provide funding will be in addition to the funding agreement set forth in this document between the District, County, and City.

#### **SECTION II – TECHNICAL**

- A. In providing technical support for emergency communications to both the County and City, the District agrees to be responsible for the following:
  - i. Providing Morristown Utilities FiberNet Internet connection for the Morristown Police Department's (MPD) Virtual Private Network (VPN) to Verizon. This VPN allows laptops located in MPD vehicles connection to the Mobile Data Terminal (MDT) system and provides internet access
  - ii. Providing electricity, network connections, and rack space for City owned Cisco 1921 router used for connection to Verizon VPN
  - iii. Providing the T1 circuit for accessing National Crime Information Center (NCIC) information
  - iv. Providing NCIC access to City and County MDTs and agency terminals located at the Morristown Police Department and Hamblen County Sheriff's Department (HCSD)
  - v. Providing a Computer Aided Dispatch (CAD) software system for dispatching and maintaining all calls for service

- vi. Providing a MDT software system for MPD and HCSD personnel
- vii. Providing a mobile application for Android devices, Apple iPhones, and Apple iPads
- viii. To facilitate the CAD, MDT, and mobile applications listed in Section II (A) (vi – viii), the following is provided:
  - 1. Two (2) servers for operating CAD and MDT software
  - 2. One (1) mapping server
  - 3. All maintenance and repairs for these servers
  - 4. All network connections for these servers; including internet access
  - 5. All maintenance agreements for servers and server software.
  - 6. VPN software and gateway for remote access to server system
- ix. Providing a radio console system to be used for interfacing to the City radio system. To facilitate this interfacing, the following is provided:
  - 1. Two (2) primary and two (2) backup core system servers with rack space and electricity
  - 2. Seven (7) console positions (five (5) at the District's main site and two (2) at the backup site); to include computers and interfacing hardware
  - 3. Radio interface equipment at each radio tower site for interfacing to repeaters
  - 4. All maintenance and repairs to provided equipment, maintenance agreements, and upgrades
- x. Providing and monitoring IP security cameras at all radio tower sites
- xi. 24-hour monitoring of all radio tower site alarms; to include intruder, fire, power, and temperature alarms
- xii. Providing an audio recording system to record all telephone calls and radio traffic for County and City public safety agencies. The following is provided for these recorders:
  - 1. One (1) primary and One (1) backup recorder system with rack space and electricity
  - 2. All maintenance agreements and system upkeep / upgrades
- xiii. Providing all computers and peripherals, racks, servers, furniture, networking hardware, cabling, telecom equipment, and backup radios necessary to fulfill dispatching functions at the backup facility
- xiv. Providing network connection between the District network and City network to facilitate law enforcement and fire department personnel direct access to the CAD system web portal as well as allowing the CAD system and Tyler RMS system to communicate for data exchange
- xv. Providing network connection between the District network and County network to facilitate law enforcement personnel direct access to the CAD system web portal as well as allowing the CAD system and the PTS RMS system to communicate for data exchange
- xvi. Provide the District's Technical Services Division personnel for the following duties:
  - 1. Maintaining MDT software on law enforcement computers
  - 2. Maintaining Verizon network connections on MPD computers
  - 3. Troubleshooting issues with MPD laptops, as needed

4. Assisting City IT personnel with MDT laptop issues, when requested
  5. Assistance with maintaining and tracking the Verizon device assignments list
  6. Assisting in the programming of City and County radios, when requested
  7. Assisting with other public safety communication issues related to IT and networking, when requested and as time permits
- xvii. Providing a backup storage system and software for CAD and MDT system data
  - xviii. Providing and maintaining a whole-building Uninterrupted Power Supply (UPS) system for supplying backup power to the District's main location in the event of a power failure / outage requiring the generator to be started
  - xix. Providing and maintaining a backup generator at the District's main location to provide emergency power in the event of a power failure / outage
  - xx. Providing Morristown Utilities FiberNet VPLS service between the District's main and backup locations for supplying network connection
  - xxi. Providing microwave link hardware between the Pinebrook radio tower site and District's backup location to provide backup network connection in the event the VPLS went down
  - xxii. Providing a telephony system used for answering all emergency 9-1-1 calls, non-emergency calls, and Text-to-911. The following is necessary to facilitate this system:
    1. Two (2) system cabinets, one (1) at the District's main location and one (1) at the backup location, containing all telephone system equipment
    2. Maintaining service agreements with AT&T for maintenance and repairs of the system
    3. Providing all 9-1-1 trunks and District administrative telephone lines
    4. Providing access to the State of Tennessee's NG-911 network
  - xxiii. Providing CAD interface to the Morristown Fire Department (MFD) Firehouse RMS system
- B. In providing technical support for emergency communications, the City agrees to be responsible for the following:
- i. Providing all radio sites, towers, and repeaters for public safety communications
  - ii. Maintaining all radio sites, towers, and repeaters
  - iii. Handling any issues or outages at radio sites, towers, and repeaters
  - iv. Providing a facility for a backup dispatch center (currently located at Morristown Fire Department (MFD) Station 5) and providing the following to facilitate this backup center:
    1. Building maintenance
    2. Building security
    3. Utilities

- 4. Backup generator power
- 5. Demarc room for terminating fiber and telecom services
- v. Providing network connection to each radio site via microwave links. This network connection shall provide access to District radio interface equipment, carry all VoIP audio traffic for District radio equipment, and provide access to IP security cameras
- vi. Providing access and licensing to the Morristown-Hamblen GIS system
- vii. Providing rack space in demarc and mechanical rooms for District owned routers, switches, and other hardware used for providing network connections
- viii. Providing 'LogMeIn' remote access for MDT laptops to allow the District's Technical Services Division remote access to MDT laptops for remote support
- ix. Providing anti-virus solution for MDT laptops
- x. Providing tower space at the Pinebrook radio site for a backup microwave link to the backup dispatch center
- xi. Providing roof space at the backup dispatch center for backup microwave link
- xii. Providing roof space and antennas for backup dispatch center radios

### **SECTION III – LEGAL**

- A. The purpose of this Agreement is to provide the District with a predictable rate of funding from the County and City, authorize the District to perform dispatch services on their behalf, and memorialize the technical and operational responsibilities of the parties.
- B. This agreement does not create or establish a separate legal entity or entities other than as set out in *Tennessee Code Annotated § 7-86-101 et seq.*
- C. The parties hereto shall not jointly own any property, real or personal.

### **SECTION IV – TERM**

- A. The term of this agreement shall be for a period of three (3) years commencing July 1, 2020 but shall be automatically renewed at the end of each term unless either gives to the other written notice sixty (60) days prior to the end of the term.

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this agreement as follows:

The Hamblen County Legislative Body authorized the execution of this Interlocal Cooperation Agreement between Hamblen County and the District on \_\_\_\_\_, 2020; and

The Morristown City Council authorized the execution of this Interlocal Cooperation Agreement between the City of Morristown and the District on \_\_\_\_\_, 2020; and

The Hamblen County Emergency Communications District, acting by and through its Board of Directors, authorized the execution of this Interlocal Cooperation Agreement between Hamblen County, the City of Morristown, and the District on \_\_\_\_\_, 2020.

**FOR HAMBLEN COUNTY:**

By: \_\_\_\_\_  
Bill Brittain, Hamblen County Mayor

By: \_\_\_\_\_  
Howard Shipley, Co. Commission Chair

Attest: \_\_\_\_\_  
Penny Petty, Hamblen County Clerk

**FOR THE CITY OF MORRISTOWN:**

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

By: \_\_\_\_\_  
Anthony W. Cox, City Administrator

**FOR HAMBLEN COUNTY EMERGENCY COMMUNICATIONS DISTRICT:**

By: \_\_\_\_\_  
Robert D. Laney, Board Chairman

By: \_\_\_\_\_  
S. Eric Carpenter, Executive Director

Attest: \_\_\_\_\_  
Chris E. Bell, Board Secretary

## **SETTLEMENT AND RELEASE**

WHEREAS, Merchants Greene Development Partners (the “Developer”) is the developer of property known as Merchants Greene Phase 2 in Morristown, TN (the “Project”);

WHEREAS, the Developer and G.W. Wyatt Contracting, LLC (the “Principal”) entered into a contract pursuant to which the Principal agreed to perform certain sitework for the Developer on the Project;

WHEREAS, Western Surety Company (the “Surety”) issued Erosion and Sediment Control Bond No. 929622096 (the “Bond”) on behalf of the Principal and identifying the City of Morristown, Tennessee (the “City”) as obligee in relation to an erosion control permit for the Project;

WHEREAS, the City asserted a claim under the Bond in a letter dated May 17, 2019 (the “Bond Claim”); and

WHEREAS, the City has agreed to release the Bond Claim and discharge any obligations under the Bond in exchange for payment from the Surety.

NOW, THEREFORE, the City agrees to accept payment from the Surety in the amount of Forty-Two Thousand Three Hundred Seventy and 37/100 Dollars (\$42,370.37) (the “Settlement Payment”) in full settlement and compromise of the Bond Claim. Conditioned upon receipt of the Settlement Payment: (1) the City hereby releases and discharges the Surety and the Principal and their respective affiliates, successors, and assigns of all causes of action, claims, and demands of any kind or nature with respect to or pertaining to the Bond, the Bond Claim, or the Project, including any claim or demand in any manner pertaining to erosion control or permitting for the Project; (2) the Bond shall be considered fully released and discharged in full; and (3) neither the Principal nor the Surety shall have any obligation to the City or otherwise in relation to the Project. Upon receipt of the Settlement Payment, the City shall return the Bond to the Surety or its counsel marked “VOID AND CANCELLED,” and the Surety shall have no further liability under the Bond. The City acknowledges that this Settlement and Release represents a negotiated compromise of a disputed Bond Claim and that nothing in this Settlement and Release, including the Surety’s payment of the Settlement Payment, shall be construed as an admission of liability by the Surety.

[SIGNATURE TO FOLLOW]

**THE CITY OF MORRISTOWN, TENNESSEE**

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

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

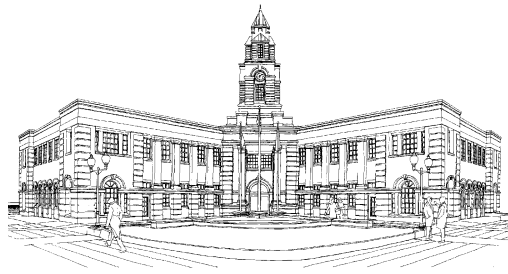
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, to me well known to be the person who signed the foregoing Settlement and Release and acknowledged under oath that the information contained therein are true and correct and that he/she has full power and authority to bind the City of Morristown, Tennessee.

SWORN TO AND SUBSCRIBED TO ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_



## Morristown City Council Agenda Item Summary

**Date:** June 9, 2020

**Agenda Item:** Approval of Bid – Dumpster Service

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

**Subject:** Dumpster Service Bid

**Background/History:** The City of Morristown recently accepted bids from qualified vendors for dumpster service for garbage collection and disposal. A contract for this service is needed for the collection, hauling and disposal of non-hazardous and non-infectious solid waste for several locations throughout the City. Upon the approval of the selected bidder, the City of Morristown is seeking an initial contract that will cover approximately a two-year term that begins after City Council approval and will run to June 30, 2022.

**Findings/Current Activity:** The Bid was advertised in the *Citizen Tribune* on May 21, 2020 and on May 24, 2020. Additionally, the Bid was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 10:00 AM on Tuesday, June 9, 2020. We received three (3) responses.

**Financial Impact:** Funds for this service have been appropriated in the 2020-2021 fiscal year budget.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Quality Waste and to allow Tony Cox, City Administrator, to enter into contract. It should be noted that Quality Waste took exception to the bid and will allow the City of Morristown to reduce or suspend service on any location without penalties or extension to the agreement should weekly services be unnecessary during off seasons.

**Attachments:** Copy of the Bid Tabulation.

City of Morristown  
Dumpster Service Bid Tabulation  
Tuesday, June 9, 2020; 10:00 AM

Bidder		Quality Waste		Southern Waste		GFL Environmental, Inc.	
Location/Size	Freq./Week/ Unit	Unit Price/Week	Total Price	Unit Price/Week	Total Price	Unit Price/Week	Total Price
City of Morristown - 4 Yard Container	2	\$ 11.00	\$ 22.00	\$ 16.95	\$ 33.90	\$ 12.00	\$ 24.00
Talley Ward - 8 Yard Container	1	\$ 20.00	\$ 20.00	\$ 21.50	\$ 21.50	\$ 24.00	\$ 24.00
Fred Miller Park - 8 Yard Container	1	\$ 20.00	\$ 20.00	\$ 21.50	\$ 21.50	\$ 24.00	\$ 24.00
Frank Lorino Park - 8 Yard Container	3	\$ 20.00	\$ 60.00	\$ 21.50	\$ 64.50	\$ 24.00	\$ 72.00
Wayne Hansard Park - 8 Yard Container	1	\$ 20.00	\$ 20.00	\$ 21.50	\$ 21.50	\$ 24.00	\$ 24.00
<b>Total</b>		<b>\$ 91.00</b>	<b>\$ 142.00</b>	<b>\$ 102.95</b>	<b>\$ 162.90</b>	<b>\$ 108.00</b>	<b>\$ 168.00</b>

Charge for Extra Pickups	Quality Waste	Southern Waste	GFL Environmental Inc.
4 Yard Container (per pickup)	\$ 18.00	\$ 20.00	\$ 12.00
8 Yard Container (per pickup)	\$ 30.00	\$ 25.00	\$ 24.00

**AIA**<sup>®</sup>**Document G701™ – 2017****Change Order**

**PROJECT:** *(Name and address)*  
 17007 Morristown Public Works  
 Compound  
 Morristown, TN

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 08/30/2018

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 005  
 Date: 06/10/2020

**OWNER:** *(Name and address)*  
 City of Morristown  
 100 West First North Street  
 Morristown, TN 37814

**ARCHITECT:** *(Name and address)*  
 Lose and Associates, Inc.  
 2809 Foster Avenue  
 Nashville, TN 37210

**CONTRACTOR:** *(Name and address)*  
 Merit Construction Inc  
 10435 Dutchtown Road  
 Knoxville, TN 37932

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Police Impound Lot- fencing, lighting, entry gates, and site improvements: \$74,769.00

Impound Lot Security System Allowance: \$4,500.00

**Total \$ 79,269.00**

Additional Days for Work = 18 days

The original Contract Sum was	\$	12,000,000.00
The net change by previously authorized Change Orders	\$	171,107.63
The Contract Sum prior to this Change Order was	\$	12,171,107.63
The Contract Sum will be increased by this Change Order in the amount of	\$	79,269.00
The new Contract Sum including this Change Order will be	\$	12,250,376.63

The Contract Time will be increased by eighteen (18) days.  
 The new date of Substantial Completion will be 05/24/2020

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

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

Lose and Associates, Inc.

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Sean Guth, Architect

**PRINTED NAME AND TITLE**

6/10/2020

**DATE**

Merit Construction Inc.

**CONTRACTOR** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

City of Morristown

**OWNER** *(Firm name)*

**SIGNATURE**

Joey Barnard, Assistant City  
 Administrator

**PRINTED NAME AND TITLE**

**DATE**



June 9, 2020

City of Morristown  
100 W. 1st North Street  
Morristown, Tennessee 37814

Attention: Mr. Joey Barnard, Finance Director  
[jbarnard@mymorristown.com](mailto:jbarnard@mymorristown.com)

Reference: **Change To Agreement For Services - Change Request No. 1**  
**Morristown Public Works Compound**  
Morristown, Tennessee  
GEOServices Proposal No. 52-18145

Dear Mr. Barnard:

We appreciate the opportunity to provide Construction Monitoring Services for the Morristown Public Works Compound project in Morristown, Tennessee. Our services have been provided in accordance with GEOServices Proposal No. 12-18502, dated November 1, 2018 and as authorized by the City of Morristown.

In our proposal dated November 1, 2018, only a drafted project-specific schedule was available. Therefore, our proposal included an Opinion of Probable Cost (OPC) in the amount of \$50,000. This amount was based on our hourly rates and an assumed construction schedule. When preparing proposals and OPC, we attempt to be realistic in our assumptions, but ultimately have little to no control of the contractor's schedule or the number visits required.

Through June of 2020, the total services requested by the project is \$57,884.38, relative to our initial OPC of \$50,000. After review, it appears that additional services were required for construction induced dropout remediation, unexpected weather delays and observations, and compaction grouting observations. Since our current total services amount has exceeded of the original OPC, we request formal authorization for fees associated with overruns.

Based on our discussions with Mr. Tony Bledsoe with Merit Construction, we understand that no further testing will be needed as the project approaches completion. If it is determined that additional services would be required, It would be our pleasure to continue support of the project at our unit rates presented in GEOServices Proposal No. 12-19165 dated March 13, 2019.

Based on our review at completion, we respectfully request that our project budget of \$50,000 be increased to \$57,884. This results in a net change order amount of \$7,884.00 which includes the project overruns through June 2020.

Should you have any questions after reviewing this letter, or if you need any additional supporting documentation for this request, please contact us at your convenience.

### ACCEPTANCE OF ADDITIONAL SERVICES

The undersigned hereby agrees that all fees described above shall be performed pursuant to the terms and conditions of the existing Agreement between GEOServices, LLC and the City of Morristown.

Sincerely,  
**GEOServices, LLC**



Christopher R. Haynes, P.E.  
Project Manager

**For Client:**

---

Name

---

Title

---

Date



## Morristown City Council Agenda Item Summary

**Date:** June 10, 2020

**Agenda Item:** Approval of Proposal – Shuck Shelter Architectural Plans

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

**Subject:** Shuck Shelter Architectural Plans

**Background/History:** The City of Morristown recently sought Request for Proposals (RFP) from qualified professionals for the renovation of Shuck Shelter located at Frank Lorino Park. The proposal received exceeded the dollar amount allowed per *Tennessee Code Annotated 62-2-107* to engage in construction or maintenance involving structural alterations where plans and specifications have not been made by a registered architect; therefore, the proposal was rejected.

**Findings/Current Activity:** The City of Morristown reached out to Design Innovations Architects, Inc for design and construction documents suitable for construction permitting.

**Financial Impact:** Funds have been appropriated in the 2019-20 fiscal year budget.

**Action options/Recommendations:** It is staffs' recommendation to approve the Proposal submitted by Design Innovations Architects, Inc. in the not to exceed amount of \$9,300.00.

**Attachments:** Proposal.

This agreement is made as of the 11th day of June in the year Two Thousand and Twenty between	
<b>Owner:</b>	<b>Architect:</b>
City of Morristown Attn: Joey Barnard 100 West First North Street Morristown, TN 37814	Design Innovations Architects, Inc. (DIA) % Gregory S Campbell 402 S. Gay Street #201 Knoxville, TN 37902-1164
<b>For the following project:</b>	<b>DIA Project No. 20045</b>
Shuck Shelter Renovation Project located at Frank Lorino Park, Morristown, TN.	
The Owner and the Architect agree as follows:	
<b><u>ARCHITECT'S SERVICES</u></b>	
<b>1.01 Services to be provided:</b>	
1.01.1 The Architect, DIA, will provide the necessary design and construction documents suitable for construction permitting. This will include the following: 1) As-built measurements of the 40'x68' open-air structure; 2) Demolition plan for roofing and purlins, building elevations, building section, floor plan, roof framing plan, roof plan and roof details, and site location plan; 3) Key notes and specifications shall be on the drawings indicating all improvements. Structural and architectural design services are provided.	
<b>1.02 Services to be excluded:</b>	
1.02.1 Other Engineering consultants are not included nor anticipated to be required. Replacement light fixtures shall be indicated on the drawings. It is understood no electrical power or plumbing requirements are required.	
1.02.2 Bidding assistance and construction administration services are not included but are available on an as-needed hourly basis.	
1.02.3 Structural design for verifying the existing integrity for existing foundations, slabs, columns, and retaining wall integrity or confirmation that said existing structures meet current building codes.	
1.02.4 Civil and landscape design services are not included.	
<b>1.03 Method and Means of Compensation:</b>	
1.03.1 The services noted in Section 1.01 herein shall be provided on an hourly basis with a not-to-exceed fee of Nine Thousand Three Hundred Dollars & 00/100 (\$9,300.00). Refer to the Rate Schedule herein.	
1.03.2 Additional compensation information in Exhibit A attached hereto.	
<b><u>OWNER'S RESPONSIBILITIES</u></b>	
2.01 Owner Provided information: The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.	
2.02 Owner shall provide a bidding services.	
<b><u>OTHER CONDITIONS</u></b>	
3.01 Additional Information: Additional Information concerning terms and conditions shall be per Exhibit A – Terms and Conditions as attached hereto.	
3.02 Clarifications:	
3.02.1 Owner / Client directed design changes / modifications after approval of design of completed portions of Construction Documents necessitated by Owner / Client requested design changes, will be considered Additional Services.	
<b>1.04</b>	
This Agreement entered into as of the day and year first written above.	
<b>OWNER</b>	
(Signature)	(Date)
(Printed Name and Title)	
<b>ARCHITECT</b>	
(Signature)	June 11, 2020 (Date)
Gregory S. Campbell, AIA, LEED® AP Vice President of Operations	
(Printed Name and Title)	
X:\Template folders\ TEMPLATE PROJECT\Files\AIA03\ Working\ A03 2017- LOA.docx	
Page 1 of 1	

## A USE OF DOCUMENTS

A.1 Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

## B TERMINATION, SUSPENSION OR ABANDONMENT

B.1 In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) days written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

B.2 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined herein. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

## C MEANS AND METHODS OF COMPENSATION

C.1 The Architect shall bill for services based on services provided generally between the first and last calendar days of each month.

C.2 Architect's standard hourly rates are subject to change without prior notice.

C.2.a Architect's standard hourly rates:

\$ hr	Abbreviation	Title
450	EW / LS	Expert Witness / Legal Support
275	PRA-LD	Principal Architect: Lead Designer
265	PRA	Principal Architect
230	VPO	Vice President of Operations
225	RRC	Registered Roof Consultant
155	SA	Senior Project Architect   Project Manager
135	PA-1	Level I: Project Architect   Project Manager
120	PA-2	Level II: Project Architect   Project Manager
105	PA-3	Level III: Project Architect   Project Manager
110	DID-1	Director of Interior Design: Lead Designer
105	IAID-1	Level I: Intern Architect, Interior Designer
90	IAID-2	Level II: Intern Architect, Interior Designer
75	IAID-3	Level III: Intern Architect, Interior Designer
115	OM/MD	Office Manager   Marketing Director
55	AA	Administrative Assistance
50	SI	Student Intern

C.3 Additional Services when pre-approved by Owner/Client, will be based on current hourly rates at time such services are rendered or mutually agreed upon lump-sum, plus consultants' fees (if required) at a 15% multiplier.

C.4 The Owner shall reimburse the Architect for reimbursable expenses incurred in the interest of the Project at a 15% multiplier:

C.4.a Transportation in connection with the Project including but not limited to mileage at U.S. government rates prevalent at the time of travel and / or rental / fuel expenses;

C.4.b Fees paid for securing approval of authorities having jurisdiction over the Project;

C.4.c Models, mock-ups, and renderings requested and/or pre-authorized by the Owner/Client.

C.4.d High resolution; Three dimensional; element(s); map(s); material representation(s) etc for use on project renderings if pre-authorized by the Project Architect

C.4.e Expense of professional liability insurance dedicated exclusively to this project of the expense in excess of that normally carried by the architect and the architect's consultants;

C.4.f Reproductions, copies, standard form documents, postage, handling, and delivery of Instruments of Service; in-house printing is charged at varied rates depending on machine and size.

C.5 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

C.6 At the request of the Owner, the Architect shall provide services outside the scope of work for additional compensation.

C.7 Invoices will be prepared and submitted electronically to the designated party listed under Section C.9 herein;

C.8 Any and all invoices shall be considered submitted upon receipt of automatic confirmation receipt via electronic mail (e-mail). If any portion(s) of an invoice is in dispute by the Owner/Client, the Owner/Client shall pay the undisputed portion pursuant to this provision.

C.9 Billing address/recipient name of the entity responsible on the Owner's/Client's behalf of receiving and processing the Architect's invoices shall be as follows:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

C.10 If the billing address/recipient name differs from the last billing cycle, the Owner/Client will notify the Architect's Accounting department in writing before the Fifteenth (15th) day of the month. The Owner/Client is responsible for any billing information changes. The requests, as well as questions or inquiries regarding invoices, shall be sent to the Architect's Accounts Receivables Department:

Name: Nada Kuchinic

Email: nkuchinic@dia-arch.com

Office: 865-243-8450 Fax: 865-544-3840

## D MISCELLANEOUS PROVISIONS

D.1 This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document B101-2017 Standard Form of Agreement between Owner and Architect. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

D.2 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

D.3 The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

D.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. In addition, the Owner shall furnish the services of a third-party inspection agency for testing mandated by adopted codes.

D.5 Liability Limitation: In recognition of the relative risks, reward and benefits of the project to both the Owner/Client and Architect, the risks have been allocated such that the Owner/Client agrees that to the fullest extent permitted by law, Architect's total liability to the Owner/Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause

or causes, shall not exceed the available amount of insurance listed in Section D.5 herein.

- D.6 Insurance Requirements: Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

General Liability:	\$2,000,000 General Aggregate
General Liability:	\$1,000,000 Each Occurrence
Automobile Liability:	\$1,000,000 Combined Single Limit
Workers' Compensation:	\$1,000,000 Each Accident
Professional Liability:	\$2,000,000 Aggregate Limit
Professional Liability:	\$2,000,000 Per Claim Limit

- D.7 Indemnity: The Owner shall indemnify, defend and hold harmless Architect, Engineer and their agents and employees from and/ against all claims, in whole or part, caused by any negligent act or omission of the Owner, anyone directly or indirectly employed by the Owner, or third parties, regardless of whether or not it is caused in part by a party indemnified herein. The requirement to indemnify, defend and hold harmless shall include, but not be limited to, all attorney's fees, damages, losses, incidental costs and expenses incurred by the Architect, Engineer, and/or their agents and employees associated with above mentioned claims.

- D.8 Standard of Care: The standard of care for all professional services performed or furnished by Architect and Consultants under this Agreement will be the skill and care used by members of Architect and Consultants profession practicing under similar circumstances at the same time and in the same locality. Architect and Consultants makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect and Consultant's services.

- D.9 Dispute Resolution - Mediation

- D.9.a Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

- D.9.b The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- D.9.c The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D.10 Dispute Resolution - Litigation: If the parties do not resolve their dispute through mediation pursuant to the terms of Mediation set out above, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

- D.11 Claims for Consequential Damages: The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

- D.12 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

- D.13 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

- D.14 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

- D.15 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

- D.16 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

- D.17 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



## Morristown City Council Agenda Item Summary

**Date:** June 11, 2020

**Agenda Item:** Approval of Bid – Automated Refuse Truck

**Prepared by:** Joey Barnard

**Subject:** Automated Refuse Truck Bid

**Background/History:** Due to aging of the fleet and utilization of current equipment, it has become necessary for the Public Works Department to purchase an Automated Refuse Truck.

**Findings/Current Activity:** The bid was advertised in the Citizen Tribune on June 2, 2020 and on June 3, 2020. Additionally, the bid was posted to the City of Morristown's website and on vendor registry, an on-line bid facilitation website. The submission deadline was Thursday, June 11, 2020 at 2:00 P.M. We received eight (8) responses.

**Financial Impact:** Funds have been appropriated in the 19-20 budget for the purchase of one (1) unit, and in the 20-21 budget for the option to purchase up to two (2) additional units.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Municipal Equipment, Inc. for a 2021 Peterbilt Model 520 RHD with New Way 31 Yard Sidewinder in the amount of \$280,508.00; with the option to purchase up to two (2) additional units within 60 days of the bid award. It should be noted that this was not the lowest bid received; however, the overall estimated maintenance cost of the selected unit will offset the cost difference of the lower bids due to the quality and construction of the unit and associated components.

**Attachments:** Bid Tabulation.

City of Morristown  
Automated Refuse Truck  
Thursday, June 11, 2020; 2:00 PM

Bidder	Make and Model	Unit Price
The Pete Store	2021 Heil Liberty Body Pete Model 520 RHD	\$ 262,239.00
Worldwide	2021 Mack LR64R Heil Liberty	\$ 264,012.00
The Pete Store	2021 Heil DP Python Pete Model 520 RHD	\$ 265,548.00
Worldwide	2021 Mack LR64R Heil DP Python	\$ 267,321.00
CMI Equipment Sales	2021 Bridgeport Ranger Mounted on Peterbilt 520 RHD	\$ 271,395.00
Worldwide	2021 Mack LR64R Bridgeport Ranger	\$ 273,172.00
Municipal Equipment, Inc	2021 Peterbilt Model 520 RHD with New Way Sidewinder	\$ 280,508.00
Worldwide	2021 Mack LR64R New Way Sidewinder	\$ 282,281.00



## Morristown City Council Agenda Item Summary

**Date:** June 9, 2020

**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, 2020. The City reserves the right to extend the term of the agreement for an additional year. It should be noted that in preparation to move to the new Public Works Facility, the existing Public Works Facility located at 400 Dice street has been removed from the agreement and the new facility located at 4360 Durham Landing has been added. There will be an increase of \$4,550.00 due to this addition.

**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

**Company**  
Cook's Mechanical Services  
1565 Hwy. 75  
PO Box 701  
Blountville, TN 37617

Proposal Date: 6/9/2020  
Proposal Number: P00543  
Agreement Number:

Ph: 800-995-1388      Fax: 423-323-1565

Bill To Identity	Agreement Location
City of Morristown P.O. Box 1499 Morristown, TN 37815-0647  Attn: Ashley Ahl	City of Morristown P.O. Box 1499 Morristown, TN 37815-0647  Attn: Ashley Ahl

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

**MAINTENANCE PROGRAM:** C-5    **SCHEDULES:** \*Equipment Schedule \*Air Filter Service

Agreement coverage will commence on 7/1/2020.

The Agreement price is \$39,496.00 per year, payable in advanced installments of \$9,874.00 per Quarter beginning on the effective date of 7/1/2020 through 6/30/2021.

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

Date / Phone / Fax

**Customer**

Signature (Authorized Representative)

Name (Print)

Title

Date

### **C-5 Program**

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. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

### **WE 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; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), 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 equipment. 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; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; 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.

## **C-5 Terms and Conditions**

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, unless otherwise negotiated upon.
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 more than thirty (30) days 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. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
10. Any legal action against the Service Provider 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. Customer shall make available to Service Provider's personnel all pertinent Safety Data Sheets (SDS) 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.

## Inventory of Equipment

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	RTU 001	LENNOX	KGB060S4BM3Y	5619L11095	5 Ton	NEW PUBLIC WORKS	
1	SS 001	GREE	MUZ-A09NA	6000315-T	1 Ton		
1	SS 001	MITSUBISHI	SHC09D-A0000AA0A	1-04-C-4465-09	1 Ton		
1	SS 001	GOODMAN	THE60B31SA	W1A8472270	1 Ton	FIRE STATION 4	
1	SS 001	GOODMAN	GSX1303018B	1304086492	2.5 Ton	FIRE STATION 3	
1	PU 002	AIREASE	RPHP13A24P-3A	1614H06558	2 Ton	FIRE STATION 2	
1	SS 001	GOODMAN	CK60-10	9606102924	1 HP	FIRE STATION 1	
1	EF 001	DAYTON			1 HP	Parks and Rec	
1	PU 001	TRANE	TCS048E3RLA10B	102010172L	1 Ton	Morristown Reg. Airport	
1	Boiler 001	LOCHINVAR	CHN0500	A954190	15 HP	City Center	
1	RTU 002	LENNOX	KGB048S4BM2Y	5619L13374	4 Ton	NEW PUBLIC WORKS	
1	SS 002	EMI	MUZ-A09NA	6000062-T	1 Ton		
1	SS 002	MITSUBISHI	MUZ-FH09NA	5007203T	1 Ton		
1	SS 002	YORK	THE48B31SA	W1A8465162	1 Ton	FIRE STATION 4	
1	Unit Heater 001	REZNOR			1	FIRE STATION 3	
1	SS 001	YORK	E2FD060525A	EAJM11889	5 Ton	FIRE STATION 2	
1	SS 002	GOODMAN	CK60-10	9606096914	5 HP	FIRE STATION 1	
1	EF 002	DAYTON			1 HP	Parks and Rec	
1	PU 002	TRANE	YSC036E3RLA0ZB0C1 C0000200B	10201085L	3 Ton	Morristown Reg. Airport	
1	Boiler 002	LOCHINVAR	CHN0500		15 HP	City Center	
1	RTU 003	LENNOX	KGB102S4MM2Y	5619L10495	8.5 Ton	NEW PUBLIC WORKS	
1	SS 003	EMI	MUZ-A09NA	6000054-T	1 Ton		
1	SS 003	MITSUBISHI	SH09DA0000AA0A	1-04-B-2749-07	1 Ton		
1	Unit Heater 002	REZNOR			1	FIRE STATION 3	
1	Unit Heater 001	REZNOR			1	FIRE STATION 2	
1	Unit Heater 001	REZNOR			1	FIRE STATION 1	
1	PU 001	YORK	D1NA036N07225A	NHFM100754	1 Ton	Parks and Rec	
1	PU 003	TRANE	YSC036E3RLA0ZB	102010192L	3 Ton	Morristown Reg. Airport	
1	Cooling Tower 001	BAC	F14430	95600084	300 Ton	City Center	
1	RTU 004	LENNOX	KGB048S4BS2Y	5619L13376	4 Ton	NEW PUBLIC WORKS	
1	SS 004	EMI	MUZ-A09NA	60000295-T	1 Ton		
1	SS 004	MITSUBISHI	NE009HP230B1A0	6000075T	1 Ton		
1	Unit Heater 003	REZNOR			1	FIRE STATION 3	
1	Unit Heater 002	REZNOR			1	FIRE STATION 2	
1	Unit Heater 002	REZNOR			1	FIRE STATION 1	
1	PU 002	YORK	D1NA048N09025B	NMFM131369	1 Ton	Parks and Rec	
1	PU 004	CARRIER	48TMD009-501	4108G20485	8.5 Ton	Aviation School	
1	EF 001	HEES	KS-10	95-5-19	1 HP	City Center	
1	RTU 005	LENNOX	KGB036S4BS3Y	5619L13379	3 Ton	NEW PUBLIC WORKS	
1	SS 005	YORK	H2RD024506D	W0A7336738	1 HP		
1	SS 005	YORK	H1RA036S25B	WLMM041373	1 HP		
1	Unit Heater 003	REZNOR			1	FIRE STATION 1	

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	PU 003	YORK	D3CG090N13025G	NLFM130500	1 Ton	Parks and Rec	
1	PU 005	CARRIER	48TMD007-501	4208G40380	5 Ton	Aviation School	
1	EF 002	HEES	KS-10	95-5-20	1 HP	City Center	
1	RTU 006	LENNOX	KGB072H4BH1Y	5619L13503	6 Ton	NEW PUBLIC WORKS	
1	SS 006	YORK	H1RD060S25A	WOE6300682	1 HP		
1	SS 006	YORK	H1RA060S25A	WKMM043594	1 HP		
1	Unit Heater 004	REZNOR			1	FIRE STATION 1	
1	PU 004	GOODMAN	GCS16-090-200-24	5602E07859	1 Ton	Parks and Rec	
1	PU 006	TRANE	TSC036A3EHA15D2	404100143L	3 Ton	Hanger 1	
1	EF 003	HEES	KS-10	95-5-16	1 HP	City Center	
1	RTU 007	LENNOX	KGB072H4BH1Y	5619L13505	6 Ton	NEW PUBLIC WORKS	
1	SS 007	YORK	H1RD036S25B	W0H6764992	1 HP		
1	SS 007	YORK	H1RA024S06B	WMMM001633	1 HP		
1	PU 005	YORK	D3CG090N13025G	NLFM130500	1 Ton	Parks and Rec	
1	PU 007	CARRIER	50EZ-A30-30TP	1514C01907	3 Ton	Hanger 2	
1	EF 004	HEES	KS-10	95-5-15	1 HP	City Center	
1	RTU 008	LENNOX	KGB048S4BS2Y	5619L13582	4 Ton	NEW PUBLIC WORKS	
1	Unit Heater 001	REZNOR			1		
1	Unit Heater 001	REZNOR			1		
1	SS 001	TRANE	4TWA3042A3000BA	9403RBR2F	3.5 Ton	Morristown Reg. Airport	
1	EF 005	HEES	KS-10	95-5-21	1 HP	Roof Top City Center	
1	AC 010	AAON	RQ-004-8-H-EB09-332	201911-AYGD23549	4 Ton	NEW PUBLIC WORKS	
1	Unit Heater 002	REZNOR			1		
1	Unit Heater 002	REZNOR			1		
1	SS 002	TRANE	4TEH3F36B1000AB	10172LCP1V	3 Ton	UT Lifestar Hanger	
1	EF 006	HEES	KS-10	95-5-22	1 HP	Roof Top City Center	
1	RTU 009	LENNOX	KGB036S4BS3Y		3 Ton	NEW PUBLIC WORKS	
1	Unit Heater 003	REZNOR			1		
1	Unit Heater 003	REZNOR			1		
1	Tube Heater 001				1	Aviation School	
1	EF 007	HEES	KS-10	95-5-18	1 HP	Roof Top City Center	
1	AC 011	AAON	RQ-011-8-0-FB09-3G2	201911-ANGZ80238	11 Ton	NEW PUBLIC WORKS	
1	Unit Heater 004	REZNOR			1		
1	Unit Heater 004	REZNOR			1		
1	Tube Heater 002				1	Aviation School	
1	ERV 001	GREENHECK	ERV-3615-15-C-ES	11577103	1 HP	Roof Top City Center	
1	AC 012	AAON	RQ-018-8-0-FB09-382	201911-BNGN80268	18 Ton	NEW PUBLIC WORKS	
1	Tube Heater 003				1	Aviation School	
1	ERV 002	GREENHECK	ERV-5215-15-C-ED	11577102	1 HP	Roof Top City Center	
1	RTU 013	LENNOX	KGB092S4MM2Y	5619L10498	7.5 Ton	NEW PUBLIC WORKS	
1	Tube Heater 004				1	Aviation School	
1	Pump 001	US MOTORS	B071	6205-2ZJC3	3 HP	City Center	
1	RTU 014	LENNOX	KGB024S4EW2P	5619L13382	2 Ton	NEW PUBLIC WORKS	
1	Tube Heater 005				1	Aviation School	
1	Pump 002	B&G	VSC9500BF1HR	1818634	3 HP	City Center	
1	SPLT 015	LG	ARUN038G554		3 Ton	NEW PUBLIC WORKS	
1	Tube Heater 006				1	Aviation School	
1	Pump 003	B&G	VSC9500BF1HR	1818640	3 HP	Boiler Room	

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLT 016	LG	ARUN038GSS4		3 Ton	NEW PUBLIC WORKS	
1	Tube Heater 007				1	Hanger 1	
1	SS 001	mitsubishi	4TXK8536A10N	3097844	3 Ton	COMPUTER ROOM	
1	Tube Heater 008				1	Hanger 1	
1	SS 002	TRANE	4TXK851210NBA	63229942251	1 Ton	Mech Rm 1	
1	Tube Heater 009				1	Hanger 1	
1	WSHP 001	Water Furnace	UBV048TL400DAN	141001726	4 Ton	Mech Rm 2	
1	Tube Heater 010				1	Hanger 1	
1	WSHP 002	Water Furnace	UBV036T200DANAN2 A32SSD	141001731	3 Ton	Mech Rm 3	
1	Tube Heater 011				1	Hanger 1	
1	WSHP 003	WATER FURNACE	UBV048TL400CANAN 2A30SSF	180302113	4 Ton	Mech Rm 6	
1	Tube Heater 012				1	Hanger 1	
1	WSHP 004	Water Furnace	UVB024TR200DAN	150301770	3 Ton	Mech Rm 24	
1	Tube Heater 013				1	Hanger 1	
1	WSHP 005	WATER FURNACE	UBV036TR200DAN	150301771	1 Ton	Mech Rm 24	
1	Tube Heater 014				1	Hanger 1	
1	WSHP 006	Water Furnace	UBV024TR200CANAN 2A30SSF	160802622	3.5 Ton	Mech Rm 108	
1	Unit heater 001				1	UT LifeStar Hanger	
1	WSHP 007	WATER FURNACE	UBV036TR200DANAN 2A30SSF	170200231	2 Ton	Mech Rm 108	
1	WSHP 008	WATER FURNACE	UBV036TL200LANAN2 A30SSF	180102630	2 Ton	Mech Rm 115	
1	WSHP 009	WATER FURNACE	UBV036TR200DANAN 2A30SSF	170200230	3 Ton	Mech Rm 116	
1	WSHP 010	WATER FURNACE	UB1018TRCANAN2A3 0SSF	160802906	3 Ton	Mech Rm 116	
1	WSHP 011	WATER FURNACE	UBV024TL200DANAN 2A32SSD	141001850	1 Ton	Mech Rm 148	
1	WSHP 012	WATER FURNACE	UBV036TR400CANAN 2A30SSF	160802618	3 Ton	Mech Rm 148	
1	WSHP 013	WATER FURNACE	UBV030TR200CANAN 2A30SSF	180102628	3 Ton	Mech Rm 152	
1	WSHP 014	WATER FURNACE	UBV018TR200DANAN 2A32SSD	150100895	2 Ton	Mech Rm 152	
1	WSHP 015	WATER FURNACE	FCV036BENR	72M0142301	3 Ton	Mech Rm 119	
1	WSHP 016	Water Furnace	UBV018TR200CANAN 2A30SSF	160802160	6 Ton	Mech Rm 181	
1	WSHP 017	WATER FURNACE	UBV024TR200CANAN 2A30SSF	180102590	2 Ton	Mech Rm 181	
1	WSHP 018	WATER FURNACE	UBV024TL200DANAN 2A32SSD	141001852	3 Ton	Mech Rm 164	
1	WSHP 019	WATER FURNACE	UBV024TL200DANAN 2A32SSD	141001851	1.5 Ton	Mech Rm 164	
1	WSHP 020	WATER FURNACE	UBV024TR200DANAN 2A32SSD	141001727	2.5 Ton	Mech Rm 164	
1	WSHP 021	WATER FURNACE	UBV070TR400DANAN 2A12SSA	130900955	1.5 Ton	Court Room	
1	WSHP 022	WATER FURNACE	UBV036TC200CANAN 2A30SSF	180102629	1.5 Ton	Mech Rm 119	
1	WSHP 023	Water Furnace	UBV024TR200CANAN 2A30SSF	180102588	2 Ton	Mech Rm 119	
1	WSHP 024	Water Furnace	UBV036TR200CANAN 2A30SSF	18012637	1.5 Ton	Mech Rm 118	
1	WSHP 025	WATER FURNACE	UBV018TR200CANAN 2A30SSF	160802908	2.5 Ton	Mech Rm 139C	
1	WSHP 026	Water Furnace	UBV030TL200CANAN 2A30SSF	160802619	2 Ton	Mech Rm 139C	
1	WSHP 027	Water Furnace	UBV024TR200CANAN 2A30SSF	160802621	2 Ton	Mech Rm 139B	
1	WSHP 028	WATER FURNACE	UBV036TR200DANAN	180502538	2 Ton	Mech Rm 139B	

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
			2A30SSF				
1	WSHP 029	WATER FURNACE	UBV024TR200CANAN 2A30SSF	160802161	1.5 Ton	Mech Rm 107	
1	WSHP 030	WATER FURNANCE	UBV024TL200CANAN 2A30SSF	160802168	2 Ton	Mech Rm 208	
1	WSHP 031	WATER FURNACE	UVB060TL400CANAN 2A30SSF	160802169	2 Ton	Mech Rm 208	
1	WSHP 032	WATER FURNACE	UBV060TR400CANAN B2A30SSF	160802165	2 Ton	Mech Rm 208	
1	WSHP 033	WATER FURNACE	UBV036TR200DANAN 2ASSD	160501392	5 Ton	Mech Rm 256	
1	WSHP 034	WATER FURNACE	UBV024TR200CANSN 2A30SSF	180102591	5 Ton	Mech Rm 270	
1	WSHP 035	WATER FURNACE	UBV042TR400CANAN 2A30SSF	180102632	3 Ton	Mech Rm 270	
1	WSHP 036	WATER FURNACE	UBV024TR200CANAN 30SSF	180102587	4 Ton	Mech Rm 270	
1	WSHP 037	Water Furnace	UBV024TL200CANAN 2A30SSF	180102635	5 Ton	Mech Rm 270	
1	WSHP 038	WATER FURNACE	UBV024TL200CANAN 2A30SSF	180102634	5 Ton	Mech Rm 270	
1	WSHP 039	WATER FURNACE	UVB060TR400DANAN 2A32SSD	140201762	1.5 Ton	Mech Rm 268	
1	WSHP 040	WATER FURNACE	UVB048TL400CANAN 203SSF	180102638	2 Ton	Mech Rm 268	
1	WSHP 041	WATER FURNACE	UBV060TL400DANAN 2A32SSD	140400980	2 Ton	Mech Rm 222	
1	WSHP 042	Water Furnace	UBV048TR400CANAN 2A30SSF	180102633	2 Ton	Mech Rm 222	
1	WSHP 043	WATER FURNACE	UBV036TL200CANAN 2A30SSF	180102631	2.5 Ton	Mech Rm 222	
1	WSHP 044	WATER FURNACE	UBV024TL200CANAN 2A30SSF	18012636	2.5 Ton	Mech Rm 270A	
1	WSHP 045	WATER FURNACE	UBV060TR400CANAN 2A030SSF	160802164	5 Ton	Mech Rm 237 City Center	
1	WSHP 046	WATER FURNACE	UBV030TL200DANAN 2A32SSD	151100137	3 Ton	Mech Rm 247 City Center	
1	WSHP 047	WATER FURNACE	UBV024TR200CANAN 2A30SSF	160802620	5 Ton	Mech Rm 247 City Center	
1	WSHP 048	WATER FURNACE	UBV030TR200CANAN 2A30SSF	160802163	4 Ton	Mech Rm 247 City Center	
1	WSHP 049	WATER FURNACE	UBV018TL200CANAN 2A30SSF	160802167	2 Ton	Mech Rm 247 City Center	
1	WSHP 050	WATER FURNACE	UBV018TR200CANAN 2A30SSF	160802907	2 Ton	Mech Rm 247 City Center	
1	WSHP 051	WATER FURNACE	UBV060TR400CANAN 2830SSF	160802166	2 Ton	Mech Rm 247 City Center	
1	WSHP 052	WATER FURNACE	UBV024TR200CANAN 2A30SSF	160802162	2 Ton	Mech Rm 247 City Center	

## Air Filter Service

Unit	Qty	Changes/Yr	Size	Type
SS 001	1	4	20x25	Panel Filter
SS 001	1	4	20x25	Panel Filter
PU 002	1	4	20x20	Panel Filter
SS 001	2	4	20x20	Panel Filter
PU 001	2	4	20x30	Panel Filter
SS 002	1	4	20x20	Panel Filter
SS 001	2	4	20x20	Panel Filter
SS 002	2	4	20x20	Panel Filter
PU 002	2	4	20x30	Panel Filter
PU 001	1	4	20x20	Panel Filter
PU 003	2	4	20x30	Panel Filter
PU 002	1	4	20x20	Panel Filter
PU 004	4	4	16x20	Panel Filter
SS 005	1	4	16x25	Panel Filter
PU 003	2	4	16x24	Panel Filter
PU 005	2	4	16x25	Panel Filter
SS 006	1	4	16x25	Panel Filter
PU 004	4	4	16x20	Panel Filter
PU 006	1	4	20x20	Panel Filter
SS 007	1	4	16x25	Panel Filter
PU 007	1	4	20x20	Panel Filter
SS 001	1	4	20x20	Panel Filter
SS 002	1	4	20x20	Panel Filter
ERV 001	4	4	16x20	Panel Filter
ERV 002	6	4	16x20	Panel Filter
Misc Filters 001	16	4	20x20x2	Panel Filter
WSHP 001	1	4	24x28	Panel Filter
WSHP 002	1	4	24x24	Panel Filter
WSHP 003	1	4	24x28	Panel Filter
WSHP 004	1	4	20x22	Panel Filter
WSHP 005	1	4	24x24	Panel Filter
WSHP 006	1	4	20x22	Panel Filter
WSHP 007	1	4	24x24	Panel Filter
WSHP 008	1	4	24x24	Panel Filter
WSHP 009	1	4	24x24	Panel Filter
WSHP 010	1	4	16x20	Panel Filter
WSHP 011	1	4	20x22	Panel Filter
WSHP 012	1	4	24x24	Panel Filter
WSHP 013	1	4	20x22	Panel Filter
WSHP 014	1	4	16x20	Panel Filter
WSHP 015	1	4	20x22	Panel Filter
WSHP 016	1	4	16x25	Panel Filter
WSHP 017	1	4	20x22	Panel Filter

Unit	Qty	Changes/Yr	Size	Type
WSHP 018	1	4	20x22	Panel Filter
WSHP 019	1	4	20x22	Panel Filter
WSHP 020	1	4	20x22	Panel Filter
WSHP 021	1	4	30x32	Panel Filter
WSHP 022	1	4	24x24	Panel Filter
WSHP 023	1	4	20x22	Panel Filter
WSHP 024	1	4	24x24	Panel Filter
WSHP 025	1	4	16x20	Panel Filter
WSHP 026	1	4	20x22	Panel Filter
WSHP 027	1	4	20x22	Panel Filter
WSHP 028	1	4	24x24	Panel Filter
WSHP 029	1	4	20x22	Panel Filter
WSHP 030	1	4	20x22	Panel Filter
WSHP 031	1	4	28x30	Panel Filter
WSHP 032	1	4	28x30	Panel Filter
WSHP 033	1	4	24x24	Panel Filter
WSHP 034	1	4	20x22	Panel Filter
WSHP 035	1	4	24x28	Panel Filter
WSHP 036	1	4	20x22	Panel Filter
WSHP 037	1	4	20x22	Panel Filter
WSHP 038	1	4	20x22	Panel Filter
WSHP 039	1	4	28x30	Panel Filter
WSHP 040	1	4	24x28	Panel Filter
WSHP 041	1	4	30x32	Panel Filter
WSHP 042	1	4	24x28	Panel Filter
WSHP 043	1	4	24x24	Panel Filter
WSHP 044	1	4	20x22	Panel Filter
WSHP 045	1	4	28x30	Panel Filter
WSHP 046	1	4	20x22	Panel Filter
WSHP 047	1	4	20x22	Panel Filter
WSHP 048	1	4	20x22	Panel Filter
WSHP 049	1	4	16x20	Panel Filter
WSHP 050	1	4	16x20	Panel Filter
WSHP 051	1	4	28x30	Panel Filter
WSHP 052	1	4	20x22	Panel Filter



## Morristown City Council Agenda Item Summary

**Date:** June 9, 2020

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

**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, 2020. The City reserves the right to extend the term of the agreement for an additional year.

**Financial Impact:** Funds have been appropriated in the 20-21 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, 2020 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, 2020 to June 30, 2021. 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:** June 8, 2020

**Agenda Item:** Tree Trimming and Removal Renewal Agreement

**Prepared by:** Joey Barnard

**Subject:** Tree Trimming and Removal Agreement

**Background/History:** The City of Morristown currently has an agreement with Arbor Excel, LLC for tree trimming and removal services. This is needed to be able to maintain the safety of our citizens and to better maintain our City properties. Arbor Excel, LLC has provided satisfactory services for the duration of the agreement.

**Findings/Current Activity:** The current agreement for Tree Trimming and Removal Services expires June 30, 2020. The City reserves the right to extend the term of the agreement for an additional year.

**Financial Impact:** Funds have been appropriated in the 20-21 Fiscal Year Budget for Tree Trimming and Removal Services. The funds expended for these expenditures varies from year to year depending on several factors. There is not a logical method to determine a per unit cost. Thus, each job will continue to be evaluated on a case-by-case basis. The key is to have a vendor in place that can respond to the City of Morristown needs in a timely manner.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Tree Trimming and Removal Agreement with Arbor Excel, LLC for one additional year.

**Attachments:** Agreement.

## **TREE TRIMMING AND REMOVAL AGREEMENT**

This Tree Trimming and Removal Agreement (“Agreement”) is entered into this 16th day of June 2020 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **ARBOR EXCEL, LLC**, 1248 Talbott Kansas Road, Talbott, TN 37877 (“Arbor”).

### **WITNESSETH**

Whereas City on or about February 14, 2017 issued its Request for Qualification for Tree Trimming and Removal, and

Whereas Arbor on or about February 27, 2017 submitted its Qualifications and Proposal which was approved by City Council on March 7, 2017, and

Whereas the City and Arbor do hereby intend to renew the original agreement and enter into this Tree Trimming and Removal Agreement incorporating said Qualification and Proposal for services to commence on July 1, 2020.

### **NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. **Scope of Services.** The Proposal of Arbor, including, without limitation, the Scope of Services therein set out, is incorporated by reference as if fully set out here. Arbor shall be responsible for the trimming, removal, and disposal of trees at various properties within the City and as requested by the City.
2. **Term of Agreement.** The term of this renewal Agreement shall run from July 1, 2020 until June 30, 2021. After the renewal term, the City reserves the right, at its sole option, to either renew the Agreement with Arbor for an additional one (1) year term, or it may seek the submittal of new proposals.
3. **Insurance.** Arbor shall maintain throughout the term of this Agreement General Liability coverage with limits of liability of \$1,000,000.00 naming the City as an additional insured. Additionally, Arbor shall maintain workers’ compensation insurance with a minimum coverage of \$500,000.00 and shall provide proof of said insurance policies to the City.

4. **Guaranties.** Arbor shall ensure that all work is completed within three (3) days unless additional time is agreed upon by the parties. Arbor further agrees to perform the work in a manner that minimizes the inconvenience to adjacent residents and motorists, which shall include providing its own traffic control.
5. **Payments and Expenses.** Arbor shall provide the City with a written estimate for each job and must obtain approval from authorized City personnel, including a purchase order, prior to commencing work. Upon completion of each job, Arbor shall provide a job ticket that is signed by authorized personnel and remitted to the City that verifies that work was completed in a satisfactory manner. On a monthly basis, Arbor shall provide a statement with detailed invoicing that shall list the property address where the work was completed, the date the work began and ended, reference the job ticket, and a detailed description of the pricing for the work done on the property. Upon receipt of said monthly statement, the City shall remit payment within fifteen (15) days of the receipt of the previous month's statement. Arbor shall be responsible for and provide all labor, materials, equipment and transportation necessary to complete the required work and will also be responsible for all fees associated with the removal of trees, including but not limited to landfill costs.
6. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.
7. **Disputes.** Should any disputes arise between the parties, Tennessee law shall govern and venue shall lie in Hamblen County, Tennessee.
8. **Termination.** The City reserves the right to terminate this Agreement at any time for Arbor's poor performance of the services.

Witness the day and year first above written.

City of Morristown, Tennessee

Arbor Excel, LLC

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

By: Em Roy



## Morristown City Council Agenda Item Summary

**Date:** June 10, 2020

**Agenda Item:** CDBG Homeowner Rehab and Emergency Repair Renewal Agreement

**Prepared by:** Joey Barnard

**Subject:** CDBG Homeowner Rehab and Emergency Repair

**Background/History:** The City of Morristown currently has an agreement with Knoxville-Knox County Community Action Committee (CAC) for the City's Homeowner Rehab and Emergency Repair program that is funded from Community Development Block Grant. The City of Morristown Emergency Home Repair Program addresses the need of low to moderate income, elderly/disabled, and other at-risk homeowners for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied, single family residences that are located within the City limits of Morristown. Knoxville-Knox CAC has provided satisfactory services for the duration of the agreement.

**Findings/Current Activity:** The current agreement for CDBG Homeowner Rehab and Emergency Repair expires June 30, 2020. The City reserves the right to extend the term of the agreement for an additional year.

**Financial Impact:** Funds have been appropriated in the 20-21 Fiscal Year Budget for the CDBG Homeowner Rehab and Emergency Repair program. As previously stated, funding for this program is provided by the Community Development Block Grant.

**Action options/Recommendations:** It is staff's recommendation to renew the existing CDBG Homeowner Rehab and Emergency Repair Agreement with Knoxville-Knox County Community Action Committee for one additional year.

**Attachments:** Agreement.

## **MEMORANDUM OF UNDERSTANDING BETWEEN KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE AND THE CITY OF MORRISTOWN**

This is a Memorandum of Understanding between Knoxville-Knox County Community Action Committee (herein referred to as "CAC") and the City of Morristown (herein referred to as "CITY"). CAC and Morristown shall be hereinafter jointly referred to as the "parties".

### **GENERAL UNDERSTANDING:**

1. CAC will provide Emergency Home Repair jobs that address the need of low to moderate income, elderly/disabled, and other at-risk homeowners for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied, single family residences that are located within the city limits of Morristown. Homeowners must meet the low/moderate Community Development Block Grant (CDBG) income guidelines established for Morristown Tennessee. The maximum amount of assistance for each dwelling is up to \$5,000.00 in One-System emergency home repairs, with the option to exceed the cost limit, frequency, and the number of system repairs with the City of Morristown's Community Development Department prior approval. CAC Housing & Energy provides these services to homeowners through this agreement. Funding is provided through a Community Development Block Grant (CDBG) and projects are based on funding received.
2. CAC will comply with all City, State and Federal guidelines and is responsible to adhering to the (HRER) policies and procedures to: provide management/operation of each individual rehabilitation project to include client intake, review of applications for completeness and accuracy, preparing a list of applicant selection and inspection of the applicant's homes to identify work requirements. Preparation of the work write up, cost estimates and bid/contracting documents for each rehabilitation project. Issuing bid packages and conducting bid openings and recommend contractor selection for each home. Monitor on-site construction to oversee contractor work, conducting final inspections of all work done. Preparing documents for progress and final payment of contractors and filing a Notice of Completion for each job.
3. CAC is responsible for maintaining all necessary documentation on the projects in compliance with *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and will remit documentation on the project(s) to the City upon completion of each funding cycle.
4. CAC will host monthly process meetings with the City while projects are open.
5. CAC will invoice for each actual job cost plus \$2,500.00 per job completed.

6. CAC cost that will be charged in addition to 5 above:

- a. Travel to Morristown, TN, from Knoxville, TN, that is required to accomplish the above activities will be billed using the standard state mileage rate. Maximum effort will be made to achieve multiple purposes for each trip to control this cost.
  - b. Additional services: If additional services are requested by the City that are not included above, CAC will charge an additional \$55.00 per hour for those services.
7. CAC will remit electronic invoices to the City on a monthly basis. Invoices are to be remitted to the Accounts Payable and the CDBG Coordinator.

#### PERIOD OF AGREEMENT:

This agreement becomes effective the date of the last signature and through June 30, 2021, provided that projects are funded. It may be modified by mutual consent as an addendum to this document.

#### ACCEPTANCE

\_\_\_\_\_  
Signature  
City of Morristown

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Knoxville-Knox County  
Community Action Committee

\_\_\_\_\_  
Date



## Morristown City Council Agenda Item Summary

**Date:** June 8, 2020

**Agenda Item:** Approval of Bid Renewal – Office 365

**Prepared by:** Joey Barnard

**Subject:** Office 365 Renewal

**Background/History:** The City of Morristown currently has an awarded bid with Miracle Software Systems, Inc for Office 365 services. These are licensing agreements that provide a secure platform for email communication and certain other office software products that are essential to the operation of the City of Morristown. Miracle Software Systems, Inc. has provided satisfactory services for the duration of the bid term.

**Findings/Current Activity:** The current bid terms for Office 365 Services expires June 30, 2020. The City reserves the right to extend the term of the bid for an additional year.

**Financial Impact:** Funds have been appropriated in the 20-21 Fiscal Year Budget for Office 365.

**Action options/Recommendations:** It is staff's recommendation to renew the existing Office 365 Bid with Miracle Software Systems, for one additional year.

**Attachments:** Quote.

**MIRACLE SOFTWARE SYSTEMS, INC**

45625 GRAND RIVER AVE

NOVI, MI 48374



Prepared For: **CITY OF MORRISTOWN**  
**100 WEST FIRST NORTH STREET**  
**MORRISTOWN, TN 37814**  
**UNITED STATES**

Quotation No: **MIR/4009498758**  
Quote Date: **06/09/2020**  
Expiration Date: **06/30/2020**  
Prepared by: **MURALIKRISHNA ADAPA**  
email: **madapa@miraclesoft.com**  
  
Miracle Rep: **SUSANNA MAGANTI**  
Phone: **248-233-1871**  
email: **smaganti1@miraclesoft.com**

Item	Part Number	Description	Quantity	Miracle Unit Price	Miracle Extn Price
1	Q5Y-00003	OB OFFICE 365 E 3 OPEN SGL YR QUAL START DATE: 07/01/2020 END DATE: 06/30/2021	100	\$212.79	\$21,279.00
2	Q6Y-00003	OB EXCHG OL PLAN 1 OPEN SGL YR QUALIFIED START DATE: 07/01/2020 END DATE: 06/30/2021	130	\$42.73	\$5,554.90
<b>Total (Excluding Taxes):</b>					<b>\$26,833.90</b>

**Comments:**

- Purchase Orders may be returned via:
  - E-mail to Tejo, tvangala@miraclesoft.com, 248-233-3671
  - Sign and fax this quote at (248)-350-2575. Attn : TEJO VANGALA
- All pricing is based on information provided by the MICROSOFT Distributor.
- Customer will be responsible for any other federal, state, City or County taxes that are applicable
- Payment Terms: Net 30 on Receipt**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer PO # \_\_\_\_\_



## Morristown City Council Agenda Item Summary

**Date:** June 10, 2020

**Agenda Item:** Surplus Vehicle

**Prepared by:** Joey Barnard

**Subject:** Approval to Declare Vehicle as Surplus Property

**Background/History:** The City of Morristown has one (1) vehicle that has been removed from service that can no longer be utilized; a 1999 Ford Crown Victoria with vin # 2FAFP71W2XX161808. The City of Morristown wishes to declare this vehicle as surplus.

**Financial Impact:** It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

**Action options/Recommendations:** The City of Morristown is seeking approval to declare this vehicle as surplus and to properly dispose of it. The Finance Department will utilize GovDeals to sale this vehicle.

**Attachments:** None.



## Morristown City Council Agenda Item Summary

**Date:** June 8, 2020

**Agenda Item:** Surplus Inventory

**Prepared by:** Joey Barnard

**Subject:** Approval to declare inventory items as surplus

**Background/History:** The Morristown Police Department has accumulated several items in inventory that can no longer be utilized and wish to declare these items as surplus.

**Financial Impact:** It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

**Action options/Recommendations:** The Morristown Police Department is seeking approval to declare inventory items as surplus and to properly dispose of them. The items that have value will be listed on GovDeals, an online auction.

**Attachments:** Inventory List.

## Morristown Police Department Surplus Inventory List

Item	Quantity
Large Body Camera with accessories	53
Small Body Camera with accessories	7
Taser with accessories	66
Miscellaneous Honor Guard Holsters	11



**June 4, 2020**

**The Honorable Gary Chesney, Mayor  
City of Morristown  
P. O. Box 1499  
Morristown, TN 37816-1499**

**Dear Mayor Chesney:**

**The terms of office for the following members of The Industrial Development Board of the City of Morristown will expire on June 30, 2020:**

**Dr. Jack Campbell, Ed Hale, Joel Hice, David Purkey and Anderson Smith**

**The Morristown Area Chamber of Commerce submits as candidates for nomination to a six-year term (July 1, 2020 to June 30, 2026) the following:**

**Mr. Tim Coley  
Ms. Susanne Deneau  
Mr. Ed Hale\*  
Mr. David Purkey\*  
Mr. Anderson Smith\***  
*\*Current Board Member*

**Each of the incumbent recommended nominees has participated in the activities of the Industrial Development Board in a conscientious manner, and it is the feeling of the Chamber of Commerce that each will continue to bring experience and dedication to the job. We believe the new nominees will bring an equal amount of dedication and consciousness to the Board and appreciate your consideration.**

**Sincerely,**



**Jim Price  
2020 Chairman**

**JP/jb**

**Cc: Mr. R. Jack Fishman  
Mr. Tony Cox**

**IN THE MOUNTAINS BETWEEN THE LAKES**