

FINANCE COMMITTEE

November 3, 2020

2:30 p.m.

WORK SESSION

November 3, 2020

Pre-Meeting Work Session – Cancelled

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

November 3, 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. October 20, 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. Public Hearing on the adoption of a Plan of Services for:

a. Resolution 11-21

Being a Resolution of the City of Morristown, Tennessee adopting a Plan of Services for the annexation of properties located along the east side of Morelock Road in Morristown Tennessee.

2. Ordinance No. 3661

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee, Hamblen County Tax Parcel ID# 025 160.00, property located east of Morelock Road and north of John Hay Elementary School.

3. Ordinance No. 3662
Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Undeveloped Alley between Lennie Avenue and Sunrise Avenue and S. Jackson Street and Baird Avenue}.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 13-21
Being a Resolution of the City Council of the City of Morristown, TN wishing to pursue the Tennessee Department of Transportation (TDOT) Multimodal Access Fund Grant Program.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of the Pavement Management Policy creating standards for street repairs.
2. Approval of the contract between the City of Morristown and the Hamblen County Board of Education for four (4) full-time School Resource Officers (SRO).
3. Approval of Purchase Order No. 21000904-00 for Rock Salt to be purchased from the Tennessee State Contract #507 in an amount of \$49,949.60.
4. Approval of Purchase Order No. 21000903-00 for LDA Engineering to provide General Services for the Stormwater Program in an amount not to exceed \$40,000.
5. Approval of contract with Summers Taylor, Inc. for the West Andrew Johnson Highway Rehabilitation Project in an amount of \$844,870.66.
6. Approval of Lease Agreement with Tuff Torq Corporation for use of property in East Tennessee Progress Center (ETPC).
7. Approval of Inspection and Maintenance Agreement between the City of Morristown and P & C Holdings of Tennessee, LLC for the Grove at West Parke Place Phase 1.
8. Approval of Inspection and Maintenance Agreement between the City of Morristown and P & C Holdings of Tennessee, LLC for the Grove at West Parke Place Phase 11.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

November 13, 2020	Friday	9:00 a.m.	City Council Work Session – 9:00 a.m. P.W. Facility, 4360 Durham Landing
November 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 26-27, 2020	Thurs/Fri		City Center Closed – Thanksgiving Holiday
December 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
December 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24-25, 2020	Thurs/Fri		City Center Closed – Christmas Eve/Christmas Holiday
January 1, 2021	Friday		City Center Closed – New Year's Holiday
January 5, 2021	Tuesday	2:30 p.m.	Finance Committee Meeting
January 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 18, 2021	Monday		City Center Closed - Martin Luther King Day
January 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 2, 2021	Tuesday	2:30 p.m.	Finance Committee Meeting
February 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION
Post-Meeting Work Session
November 3, 2020**

1. Chickens in Residential Areas

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
October 20, 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, October 20, 2020, 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 A'Hearn led in the invocation and the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the October 6, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items; No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3662 on first reading and schedule a public hearing relative to final passage of said ordinance for November 3, 2020. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3662

Entitled an Ordinance to Close and Vacate Certain Rights-of-Way within the City of Morristown {Unnamed right-of-way between Lennie Avenue and Sunrise Avenue and S. Jackson Street and Baird Avenue}.

Councilmember Bivens made a motion to enter into contract with Andrews and Hoskins Construction for the Shuck Shelter Renovation Project at Frank Lorino Park in the amount of \$27,700. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Purchase Order No. 21000825-00 in the amount of \$66,515 for State Fire Marshal Review of the Community Center Plans. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Bivens, Pedigo, Senter and Smith voted "aye". Councilmember Garrett voted "no".

Councilmember Smith made a motion to approve the easement to Atmos Energy at East Tennessee Progress Center. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Purchase Order No. 21000826-00 in the amount of \$44,409.85 for disinfectant sprayers and disinfectant/sanitizing solution via Omnia Partners Cooperative. Purchase is fully funded through CARES Act. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the contract agreement for Hamblen County Government to provide Animal Control and Shelter Services to the City of Morristown. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Addendum #2 to the original lease for office space located at 1748 West Andrew Johnson Hwy, Morristown, Tennessee to extend the current lease from November 1, 2020 to October 31, 2023 at the current monthly rent of \$1,650. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Narcotics to declare inventory items as surplus and to be donated to Walters State Community College. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Inspection and Maintenance Agreement between the City of Morristown and Morristown Hospitality Inn - Fairfield Inn. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve to submit Notice of Intent to Apply for the Tennessee Department of Health, Healthy Built Environment Grant for development of multi-use trail design at Frank Lorino Park. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve Hunter Owens, Christopher Cary, Logan Gilmer and Anthony Smith as Entry-Level Patrol Officers for the Morristown Police Department. Councilmember Senter 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 and the following spoke: Virginia Drinnon, Linda Noe.

Mayor Gary Chesney adjourned the October 20, 2020 Morristown City Council meeting at 5:40 p.m.

Mayor

Attest:

City Administrator

PLAN OF SERVICES
RESOLUTION NO. 11-21

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED ALONG THE EAST SIDE OF MORELOCK ROAD IN MORRISTOWN TENNESSEE.

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

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

Property identified as that part of Hamblen County Tax Parcel ID # 025 16000 located along the east right of way line of Morelock Road, the general location being shown on the attached Exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

Russelville Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission

Sanitary Sewer Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

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

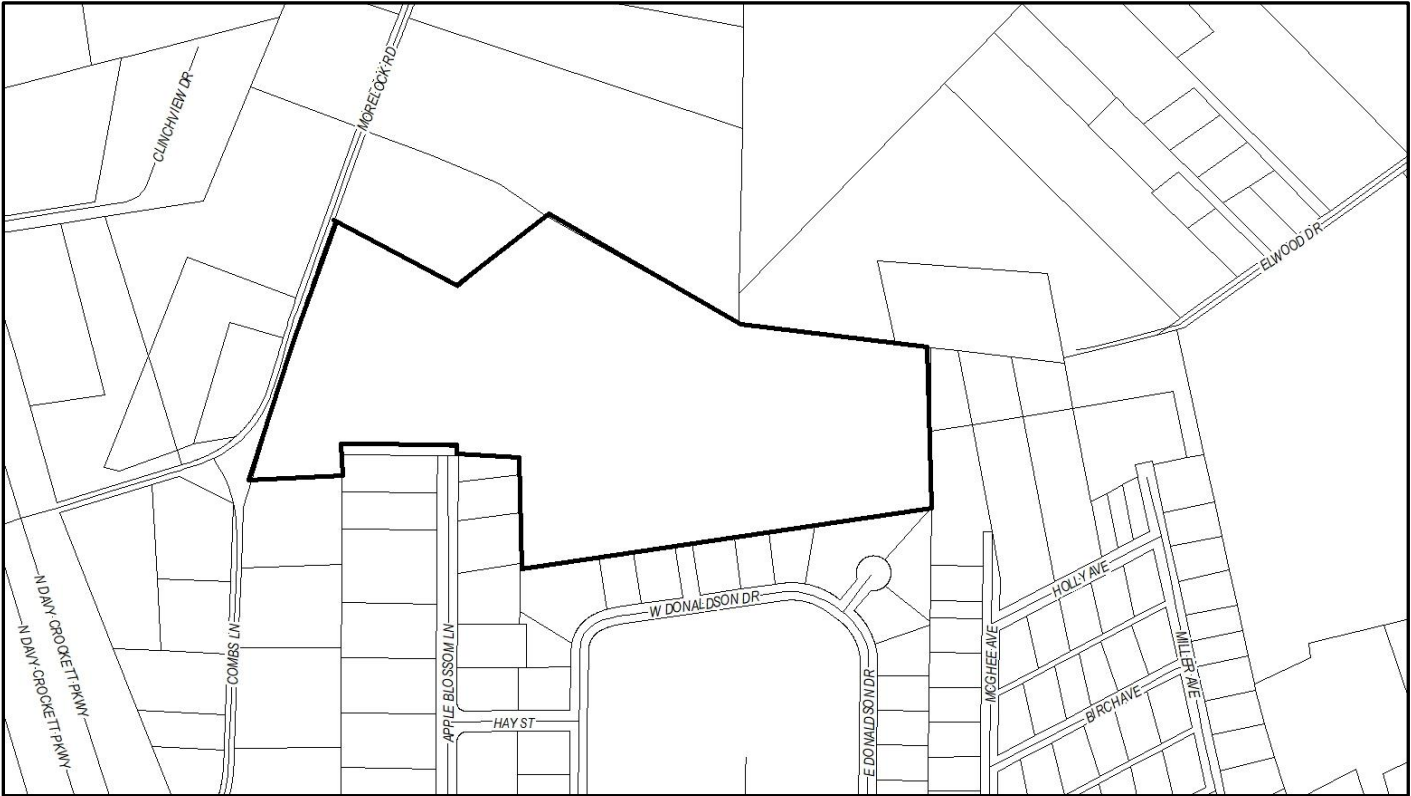
Passed on this 3rd day of November 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



ORDINANCE NO. 3661

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

Annexation of that portion of Hamblen County Tax Parcel ID# 025 160.00, located east of Morelock Road, the general location being shown on the attached exhibit A;

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

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

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

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

Beginning along the eastern right of way line of Morelock Road, at the intersection of Morelock Road and Combs Lane, follow said right of way north approximately 765 feet; from this point, travel in a southeastern direction for approximately 405 feet along a shared line with Morelock; from this point travel approximately 330 feet in a northeastern direction following a common line shared with Morelock; from this point travel in a southeastern direction approximately 636 feet along a shared line with Houston; then again in a southeasterly direction, travel approximately 453 feet to a line shared with Hyder; thence another 100 feet along a line shared with Cope; then south 466 feet along lines shared with Gibson; thence 1200 feet in a westerly direction along lines shared with the Lea Hills 2 subdivision; thence 320 feet north along shared property lines of Brittain, Mullins and Morelock; follow boundary of Morelock west to end of Apple Blossom right of way; thence follow right of way north to Morristown City property; following boundary of Morristown City property west approximately 330 feet; thence south approximately 80 feet along shared lines with Morristown City and Linkous; thence west to point of beginning.

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

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

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

Passed on first reading the 15th day of September 2020.

ATTEST:

Mayor

City Administrator

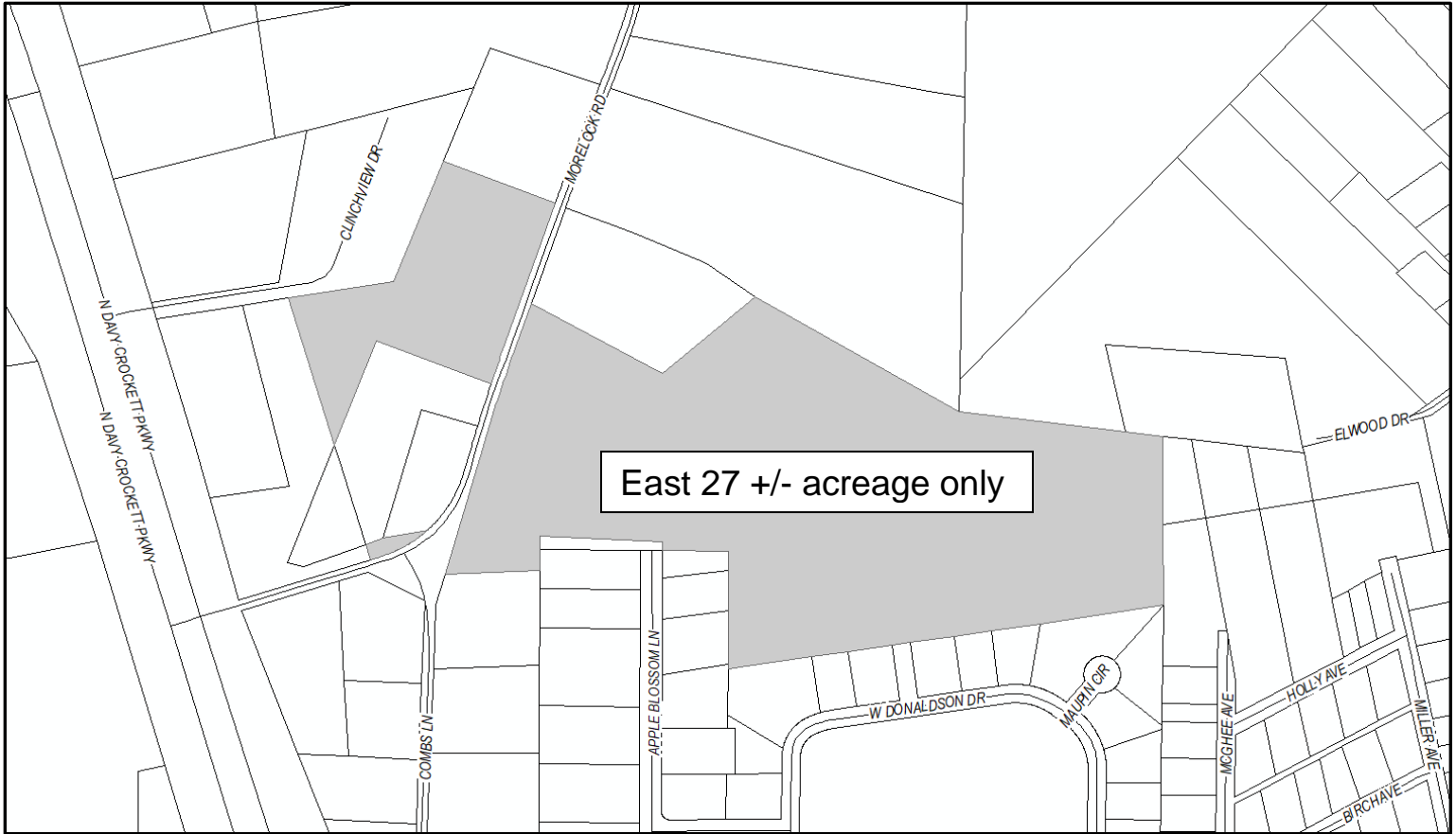
Passed on second and final reading the 3rd day of November 2020.

ATTEST:

Mayor

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: September 8th, 2020
REQUEST: Annexation Request

BACKGROUND:

A request for annexation has been received from Mr. Clint Harrison, representing David and Gale Morelock, and Naomi Price, owners of the property. The property is within the City's Urban Growth Boundary area and is located behind Lea Hills (Phase II) Subdivision, just north of John Hay Elementary School. Hamblen County has the property zoned for residential use (R1). The applicant would ask to have the property zoned R-2 (Medium Density Residential) upon annexation into the City.

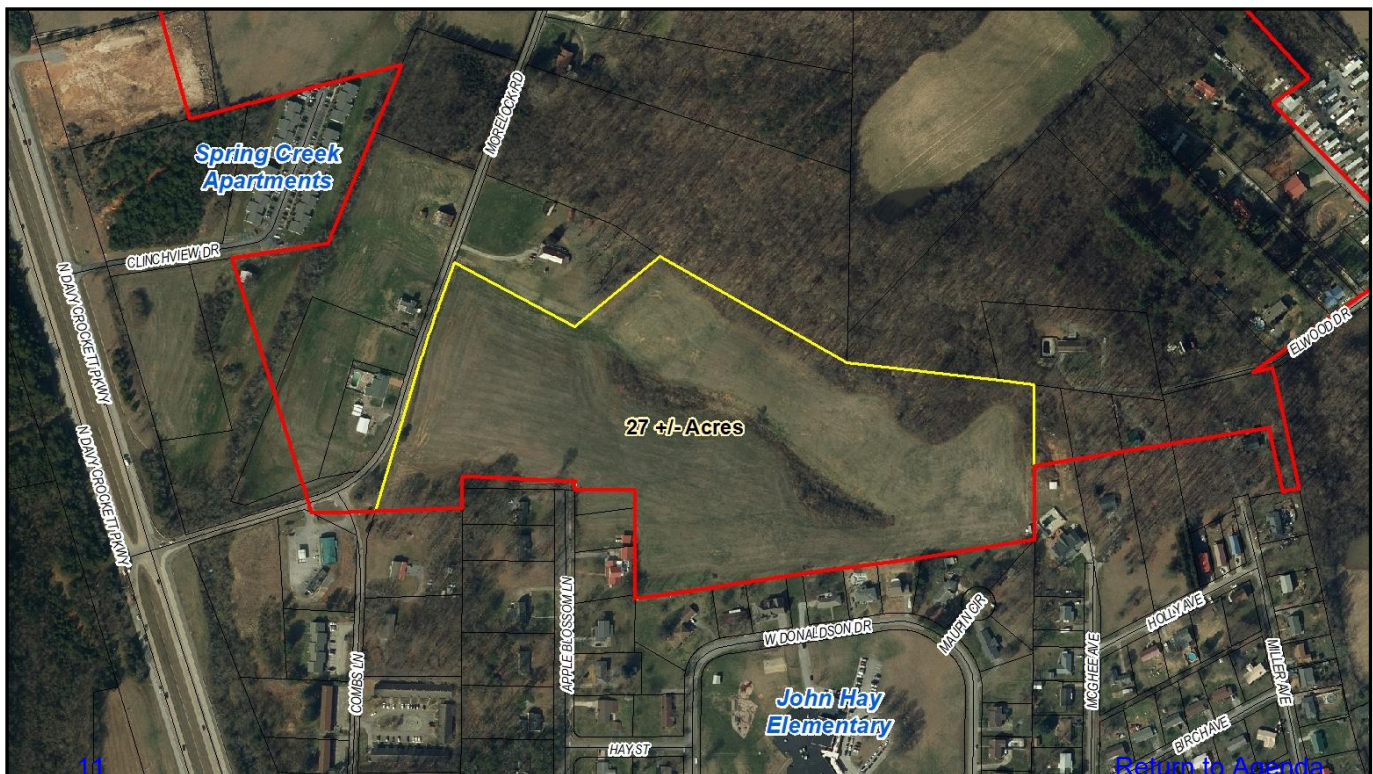
The 27+ acre parcel may be accessed by Morelock Road, Combs Lane and Apple Blossom Lane. Spring Creek Apartments are located just across Morelock Road from this site, as well as along Combs Lane. Properties to the south include single family communities, Lea Hills, McGhee Addition and Hillside Subdivisions. Property to the north is vacant and still in large acreage tracts. The property slopes gently toward the middle of the property, where there appears was once a small perennial stream.

The owner(s) is working with developer Shannon Greene and Engineer Clint Harrison on plans to construct a 100 +/- lot subdivision, should the annexation be approved. Morristown Utilities will be the sewer and electrical provider; water service has not yet been decided.

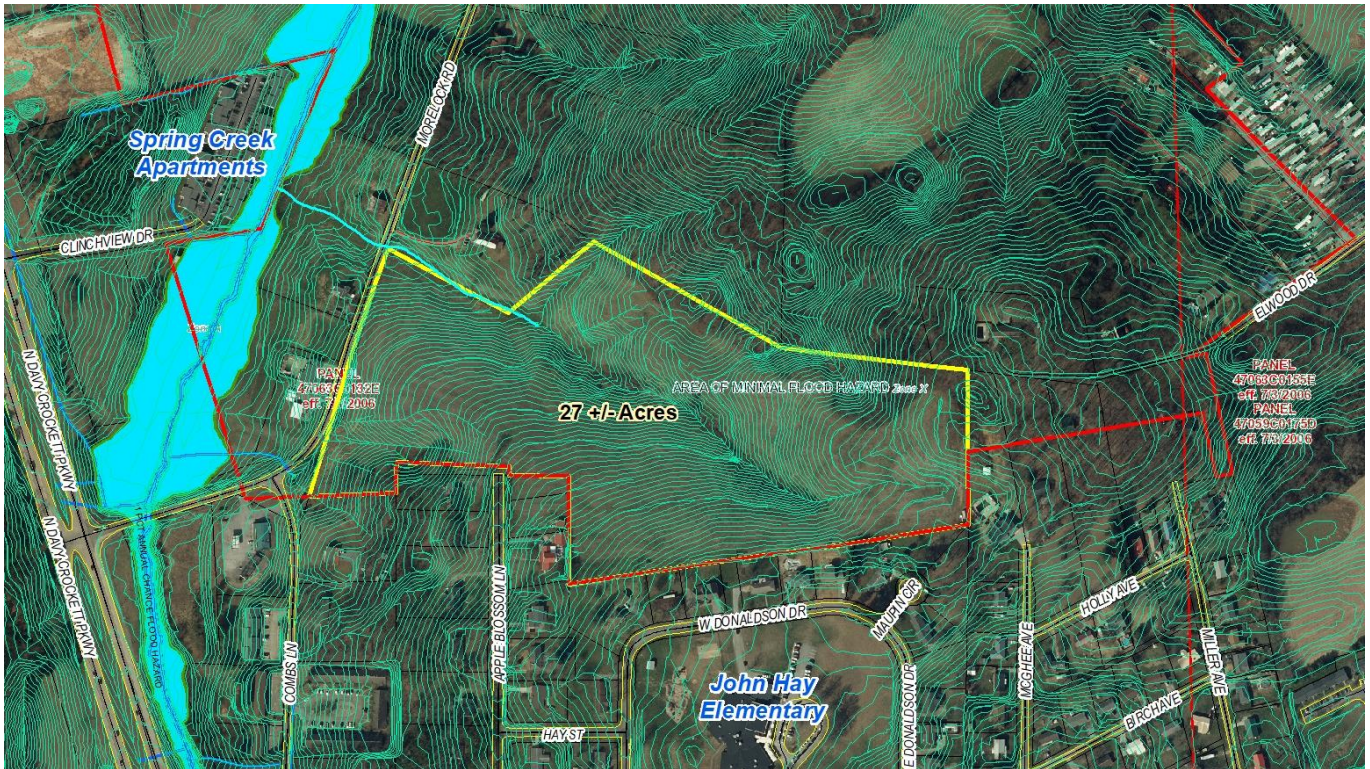
RECOMMENDATION:

Staff would recommend that the Planning Commission forward this annexation request on to City Council for approval.

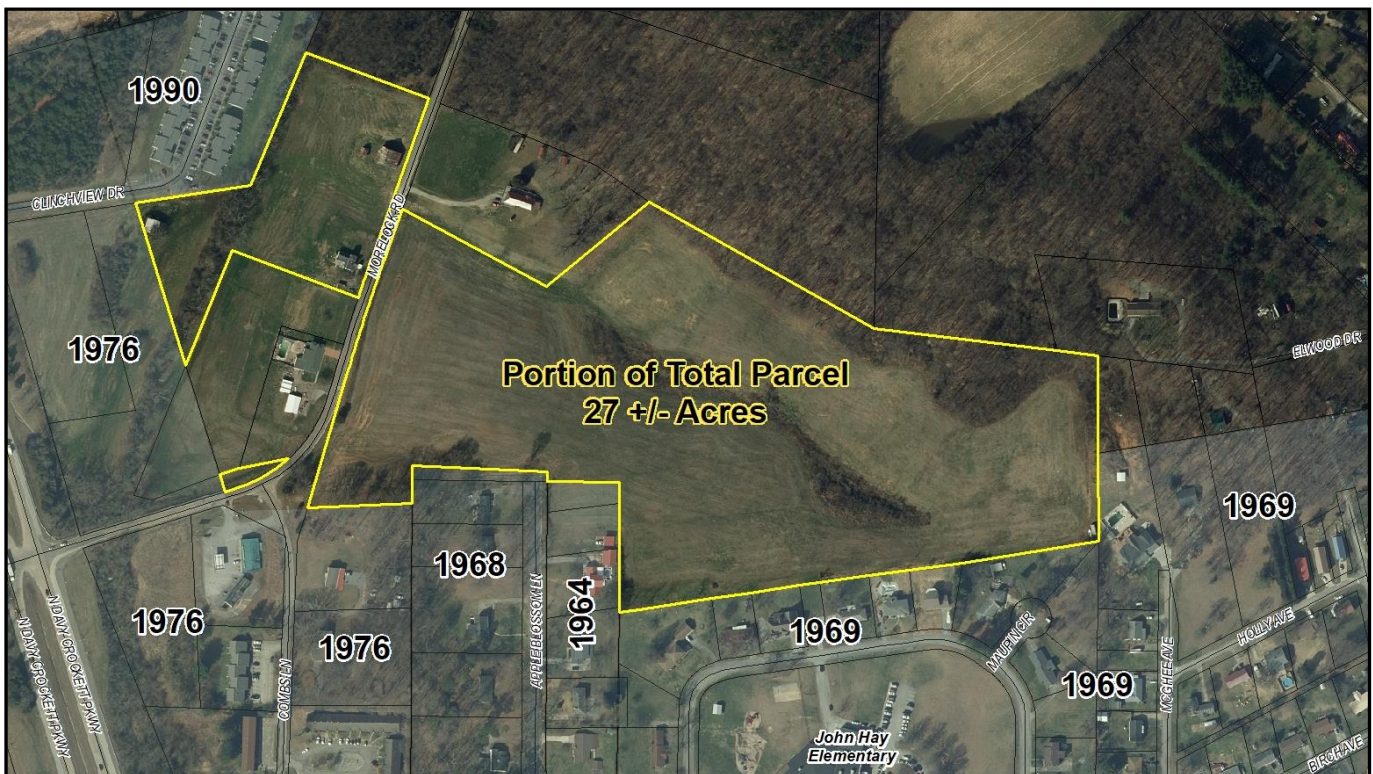
General Location



Topography



Annexation Year of Surrounding Property



ORDINANCE NO. 3662

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN
{Unnamed right-of-way between Lennie Avenue & Sunrise Avenue and S. Jackson Street & Baird Avenue, the general location being shown on the attached Exhibit A.}

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

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

NOW THEREFORE:

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

Beginning at the point of intersection of Parcel 005.00 of Hamblen County Tax Map 042A Group D and an unnamed right-of-way and the western boundary of S. Jackson Street right-of-way and heading in a westerly direction along Parcels 005.00, 004.00, 003.00, 002.00, and 001.00 of Hamblen County Tax Map 042A Group D to the point of intersection with the eastern boundary of Baird Avenue right-of-way; Thence, in a southerly direction along the common boundary line shared by the unnamed right-of-way with the eastern boundary of the Baird right-of-way to the point of intersection with Parcel 022.00 of Hamblen Tax Map 042 A Group D; Thence, in a easterly direction along the southern boundary of the unnamed right-of-way along Parcels 022.00, 021.00, 020.00, 019.00, 018.01, and 018.02 of Hamblen County Tax Map 042A Group D to the point of intersection with the western boundary of S. Jackson Street; Thence, in a northerly direction along the common boundary line shared by the unnamed right-of-way and the western boundary line of S. Jackson Street to the point of beginning.

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

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

Passed on first reading the 20th day of October 2020.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 3rd day of November 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

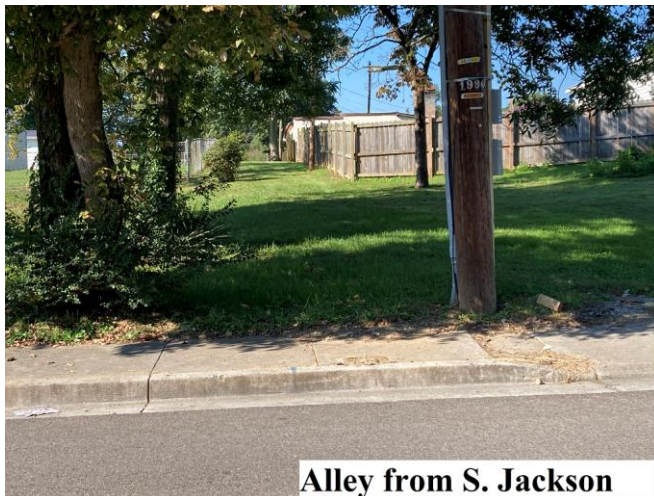
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: October 20th, 2020
SUBJECT: Right-of-Way Abandonment
Undeveloped Alley between Lennie Ave & Sunrise Ave and S. Jackson St. & Baird Ave

BACKGROUND:

Mr. James Brady, the property owner of 513 Lennie Avenue, is requesting the right-of-way abandonment for an undeveloped 10' alley that has Lennie Avenue to the north, Sunrise Avenue to the south, S. Jackson St. to the east, and Baird Ave to the west (see the attached map). The reason stated for the request is due to foot traffic utilizing this alley and creating a nuisance. Specifically, Mr. Brady states "criminal activity and dumping trash."



Alley from S. Jackson



Alley from Baird Ave

RECOMMENDATION:

This 10' alley is an undeveloped grass strip with no utilities. Per discussion with staff, it was previously used for garbage pickup, but this is no longer the case. Staff recommends approval of this right-of-way abandonment request and Planning Commission voted 9-0 in support of this request at their monthly October meeting.



Lennie Ave / Sunrise Ave Proposed 10' Right-of Way Alley Closure



RESOLUTION NO. 13-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE WISHING TO PURSUE THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) MULTIMODAL ACCESS FUND GRANT PROGRAM.

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

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

WHEREAS, the City of Morristown desires to improve the safety, security, and aesthetics of its roadways; and

WHEREAS, the City of Morristown desires to apply for the FFY2020 Tennessee Multimodal Access Fund Grant, where state funds will pay for ninety-five (95) percent of the grant and the City of Morristown will pay for the remaining five (5) percent of the grant(s), and the total project costs must not exceed \$1,000,000; and

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

1. Along a state route, or
2. Within a ¼ mile of a state route and provide a direct connection to a state route, or
3. Provide direct access to a transit hub; and

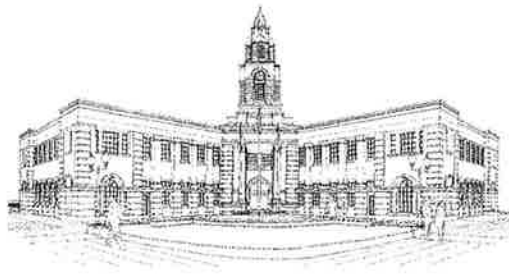
WHEREAS, this grant application is for a multimodal trail from Freddie Kyle Park trailhead to the Davis Street intersection along SR343; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Morristown, Tennessee does hereby approve Resolution No. 13-21 supporting the local agencies wishing to pursue the TDOT Multimodal Access Fund Grant for FFY 2020.

Mayor Gary Chesney

November 3, 2020

Date



Morristown City Council Agenda Item Summary

Date: November 3, 2020

Agenda Item:

Prepared by: Larry Clark, Paul Brown and Michael Poteet

Subject: Road Patching Policy

Background / History: Currently, there is not an approved policy for repairing cuts to City Streets.

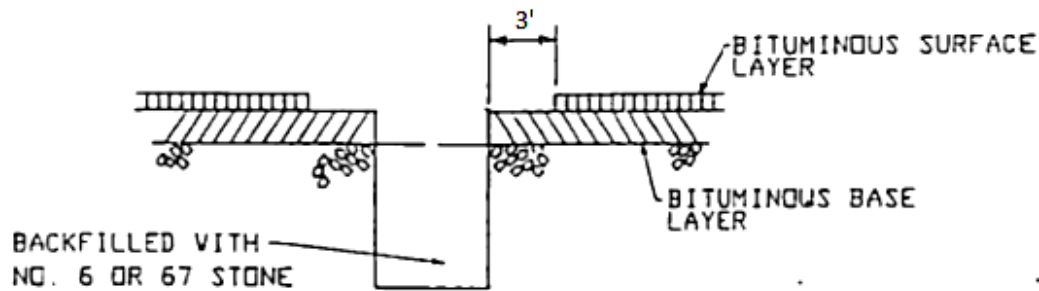
Findings / Current Activity: The policy will create a standard for street repairs that will be followed by City crews and Utilities. Currently, City crews repair Morristown Utility cuts. The other utilities do their own repairs.

Financial Impact: Minor increase in up front costs but will save in future repair costs.

Action options / Recommendations: Approval of policy.

Attachments: Policy

Pavement Management Policy



Notes:

1. The utility provider or contractor is required to provide any traffic control devices or directions as required by the Manual for Uniform Traffic Control Devices.
2. Place all backfill other than flowable fill, in layers and compact.
3. Surface layer of asphalt to be cut in straight lines, remove no less than 3' beyond the limits of excavation and replaced upon completion.
4. All asphalt to be replaced in Kind.
5. Any street resurfaced within 5 years requires the patch to be burnt-in.
6. All patch work, cost, and any related repairs are the responsibility of the utility provider and/or the contractor until the road is resurfaced.

AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This agreement made and entered into by and between the Hamblen County Board of Education (hereinafter "BOARD") and the Chief of Police and City of Morristown, Tennessee (hereinafter "CHIEF" and "CITY" or, collectively, as "CITY")

W I T N E S S E T H :

The following recitals are deemed necessary as antecedents to this agreement:

The parties recognize that there are benefits to be derived by each party from cooperative programs;

The parties desire to implement a School Resource Officer (SRO) program which is designed to improve the lines of communication between the parties, provide assistance to schools in introducing instructional material, encourage discussion among students on topics of current interest, provide the additional security derived from having an officer present at school functions, as well as other benefits;

The parties desire to enter into an agreement defining the program and the rights and responsibilities of the parties in this program;

Now therefore, in consideration of the foregoing, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following agreement is made:

1. This document supersedes all previous School Resource Officer agreements.
2. The CITY shall provide the BOARD four full-time School Resource/~~DARE~~ Officers, assigned by the BOARD to individual schools as deemed appropriate. The School Resource Officers shall be employees of the CITY, and the CITY shall have ultimate control and supervision over the School Resource Officers. The CITY shall be solely responsible for the pay and benefits for the School Resource Officers and shall be responsible for employment, discipline, and discharge of such officer. The BOARD shall reimburse to the CITY twenty thousand dollars (\$20,000) for each of the four School Resource Officers. The total amount the BOARD shall reimburse to the CITY is eighty thousand dollars (\$80,000) for four School Resource Officers.

3. The CHIEF shall select the persons to be designated as the School Resource Officers, but the BOARD may reject any such selection. The parties agree to cooperate to find officers acceptable to both parties.

4. The CHIEF shall be responsible for supervising and assigning the duties of the School Resource Officers. However, the BOARD shall work with the CHIEF in identifying the areas where the School Resource Officers are needed and to develop a schedule for the School Resource Officers. In addition, the BOARD shall provide an organization, or chain of command, to work with the School Resource Officers in implementing programs desired by the parties.

5. The School Resource Officers shall be assigned to schools on a full time basis, but their hours may be adjusted to permit attendance at certain extracurricular activities such as athletic contests, club meetings, etc. When school is not in session due to vacations, weather, or other reasons, the CHIEF may assign the School Resource Officers to other non-school-related tasks.

6. Among the duties and responsibilities of the School Resource Officers, but not limited to such activities, are the following:

- A. Act as instructors for specialized, short-term programs at schools;
- B. Be guest speakers at school and school-related functions;
- C. Recommend and assist in the implementation of programs designed to encourage law and order and discipline within the schools;
- D. Attend parent, faculty, and/or student meetings as indicated to ascertain needed programs in areas where involvement of a School Resource Officer could be beneficial;
- E. Be available for conferences with students, parents, teachers, and administrators to assist them with their responsibilities of law enforcement and crime prevention;
- F. Gain and maintain a familiarity with community agencies which offer assistance to young people and their families and recommend to the BOARD personnel referrals to such agencies as the School Resource Officer deems necessary or beneficial to students, faculty, and staff;
- G. Provide assistance to the BOARD in developing and implementing security plans and programs designed to encourage order and discipline in the schools;
- H. Maintain detailed and accurate records of daily operations of the School Resource Officer program and make recommendations and other reports of an instructional nature as required by the school administration or the CHIEF;
- I. Provide assistance as requested by BOARD officials in developing and maintaining discipline and order in the schools;
- J. Maintain confidentiality of all student records and other material deemed confidential under State and Federal law.

7. It is not intended that a School Resource Officer shall act as a school disciplinarian, although it is expected that the School Resource Officers will provide assistance in maintaining discipline and order in the schools. School Resource Officers shall not be used for regularly-assigned lunch duty, or other student monitoring duties. Nothing herein is intended to limit a School Resource Officer's authority as a law enforcement officer employed by the CITY.

8. The BOARD shall provide to each School Resource Officer the following materials and facilities:

- A. Access to a well-ventilated and properly-lighted private office which shall include a telephone to be used for general business purposes;
- B. A location where files and records can be properly secured;
- C. A desk with drawers, a chair, a work table, filing cabinets, and the requisite office supplies.

9. The CHIEF shall have full authority over the School Resource Officer program and may, subject to the BOARD's right to reject such assignment, assign a different officer as School Resource Officer at his discretion. The BOARD, or the administration of the BOARD, may reject any proposed School Resource Officer, but does not have the right to select the School Resource Officer. If a problem arises with a particular School Resource Officer, the BOARD may request that the officer be removed from the School Resource Officer program, but the ultimate decision in this regard shall rest with the CHIEF.

10. This agreement shall be effective for the period from July 1, 2020, until June 30, 2021. Either party may terminate the agreement, with or without cause, by giving the other party ninety (90) days written notice. If either party breaches any provision of this agreement, then the non-breaching party may terminate the agreement upon thirty (30) days written notice to the breaching party.

11. Notices and other communications required to be made under this agreement shall be effective when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows

To the BOARD:

Director of Schools
Hamblen County Department of Education
210 East Morris Boulevard
Morristown, TN 37813

To the CHIEF:

Chief of Police
Morristown Police Department
P. O. Box 1283
Morristown, TN 37816

To the CITY:

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

12. The parties pledge their good faith efforts to cooperate in fulfilling the terms of this agreement and in developing and implementing the School Resource Officer program.

13. This agreement may not be assigned without the expressed written consent of the BOARD and the CITY.

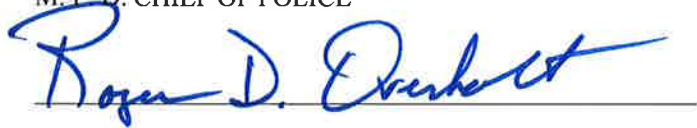
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the _____ day of _____, 20_____.

HAMBLEEN COUNTY BOARD OF EDUCATION

BY: _____
Board Chair

BY: _____
Director of Schools

M. P. D. CHIEF OF POLICE



CITY OF MORRISTOWN, TENNESSEE

BY: _____



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000904-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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DETROIT SALT COMPANY LLC
12841 SANDERS STREET

DETROIT, MI 48217

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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number 21001094		Delivery Reference/Contact ASHLEY AHL	
Date Ordered 10/28/20		Vendor Number 008697		Date Required		Interoffice Delivery DOUG DEERING	
						Department/Location 41610	
Item #	Description/Part No.	Qty/Unit	Cost Each	Extended Price			
001	ORIGINAL ROCK SALT PER TENNESSEE STATEWIDE CONTRACT #507 LINE 2; ITEM ID: 1000177404; PART #: DET-2 The Above Line Item Is For Department: 43140-458	580.00 EACH	86.12000	49,949.60			
			43160				
			PO Total	49,949.60			

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

[Return to Agenda](#)
Date



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

Statewide Multi-Year Contract Issued to:

Detroit Salt Company LLC
12841 Sanders St
Detroit, MI 48217

Vendor ID: 0000186980

Contract Number: 0000000000000000000066847

Title: SWC 507 Rock Salt

Start Date: June 01, 2020

End Date: May 31, 2023

Two, 1-year renewal options remain

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Parker Birt
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-291-5948
Fax: 615-741-0684
Email: Parker.Birt@tn.gov

Line Information

Line 1

Item ID: 1000177329
Rock Salt, TDOT, Region 1, Super District 1, All Locations
Unit of Measure: NS
Vendor Item/Part #: DET-1
Manufacturer Item #:
Unit Price: \$ 84.63

Line 2

Item ID: 1000177404
Rock Salt, Non-TDOT, Region 1, Super District 1, All Counties
Unit of Measure: NS
Vendor Item/Part #: DET-2
Manufacturer Item #:
Unit Price: \$ 86.12

APPROVED:


CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of Tennessee,
ou=Central Procurement Office,
email=mike.perry@tn.gov, c=US
Date: 2020.01.22 11:24:07 -0500

BY: **Parker Birt**

PURCHASING AGENT

Digitally signed by Parker Birt
DN: cn=Parker Birt, o=General Services,
ou=CRD, email=parker.birt@tn.gov, c=US
Date: 2020.01.22 11:10:38 -0500

DATE



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2021

Page 1

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

Purchase Order # **21000903-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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LAMAR DUNN & ASSOCIATES INC
110 TYSON BLVD
ALCOA, TN 37701

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CITY OF MORRISTOWN
100 W. 1ST NORTH STREET
purchasing@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number 000-000-0000		Vendor Fax Number 000-000-0000		Requisition Number 21001095		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 10/28/20		Vendor Number 006373		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				1.00	40000.00000		40,000.00	
					EACH				
	PROFESSIONAL SERVICES AGREEMENT FOR STORMWATER PROGRAM NOT TO EXCEED \$40,000.00								
	COUNCIL APPROVED JULY 16, 2019								
	43293-399				40,000.00				
						PO Total		40,000.00	

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

[Return to Agenda](#)

Date



LDA ENGINEERING

October 28, 2020

Mr. Larry Clark
Assistant City Administrator
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
Professional Services Agreement
General Services for Stormwater

Mr. Clark:

LDA Engineering appreciates the opportunity for continuing to provide Engineering Services to the City of Morristown for General Services for Stormwater. We understand that the City of Morristown will continue to engage in multiple stormwater capital improvement projects. The major elements of the projects will be, but not limited to:

- Project controls and reporting
- Hydrologic and hydraulic analysis
- Design, surveying and permitting
- Prepare construction plans and specifications
- Easement and right-of-way document preparation
- Project construction contract administration
- Project construction observation
- Provide record documents, including information suitable for input to the City of Morristown Geographic Information System (GIS) database.
- Assist the City of Morristown in obtaining regulatory permits.

LDA Engineering proposes to provide the additional services on an hourly basis with an overall budget of \$40,000 based on our current hourly rates which are attached.

We are available to begin immediately upon written authorization. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Date: _____

110 Tyson Boulevard, Suite 200, Alcoa, Tennessee 37701, 865-573-7672 LDAEngineering.com



LDA ENGINEERING

LDA 2020 Billing Rates

JOB CLASSIFICATION	BILLING RATE
Chief Engineer/Executive Engineer/SVP	\$ 225.00
Managing Engineer	\$ 195.00
Senior Project Manager	\$ 225.00
Project Manager	\$ 185.00
Civil-Environmental Engineer/Scientist V	\$ 225.00
Civil-Environmental Engineer/Scientist IV	\$ 175.00
Civil-Environmental Engineer/Scientist III	\$ 155.00
Civil-Environmental Engineer/Scientist II	\$ 135.00
Civil-Environmental Engineer/Scientist I	\$ 215.00
Electrical Engineer II	\$ 225.00
Electrical Engineer I	\$ 155.00
GIS Professional/Registered Land Surveyor I	\$ 145.00
GIS/CADD IV	\$ 115.00
GIS/CADD III	\$ 105.00
GIS/CADD II	\$ 85.00
GIS/CADD I	\$ 65.00
Field Technician V (Survey Crew Chief)	\$ 105.00
Field Technician IV (Survey Crew Technician IV)	\$ 95.00
Field Technician III (Survey Crew Technician III)	\$ 85.00
Field Technician II (Survey Crew Technician II)	\$ 75.00
Field Technician I (Survey Crew Assistant)	\$ 65.00
Project Administrator II	\$ 75.00
Project Administrator I	\$ 65.00

CITY OF MORRISTOWN, TENNESSEE

CONTRACT

This agreement is made and executed in three (3) originals, between the City of Morristown, and SUMMERS-TAYLOR, INC. hereinafter referred to as the "Contractor."

WITNESSETH

The City of Morristown did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:


1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the City of Morristown.
4. The City of Morristown agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the City of Morristown and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the City of Morristown under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Morristown, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the City of Morristown as an additional insured.
7. The Contractor shall indemnify and hold harmless the City of Morristown and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the City of Morristown may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the City of Morristown of Loudon to protect the City of Morristown from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

SUMMERS-TAYLOR, INC.
Contractor 1 _____ Contractor 2* _____
By:  By: _____
_____ _____
Danny Matthews Vice President
Print Name and Title Print Name and Title
10/27/2020 _____
Date Date

CITY OF MORRISTOWN, TENNESSEE

This Contract is accepted this _____ day of _____
and is effective on the _____ day of _____

City of Morristown Administrator

City of Morristown Attorney

***NOTE:** The signature and information for Contractor 2 is to be provided when there is a joint venture.

REAL ESTATE LEASE AGREEMENT

THIS **Real Estate Lease Agreement** (“**Lease**”) is made and entered into and shall be effective this 1st day of November, 2020, by and between **City of Morristown, Tennessee** (“**Lessor**”) and **Tuff Torq Corporation**, a Tennessee Corporation (“**Lessee**”).

Lessor is the owner of land situated on Fernwood Church Road, Parcel Numbers: 056 114.00, 056 076.12, 056 076.13, 056 076.20 and as specifically listed and depicted in collective **Exhibit 1** attached hereto, an aerial photograph with said property highlighted, and the State of Tennessee Property Viewer, (“**Leased Premises**”).

Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration the Lessor and Lessee intending to be legally bound by the terms of this Lease, agreed as follows:

1. Lease of Leased Premises.

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises upon the terms and conditions set forth in this Lease.

1.2 It is agreed by the Parties that the Leased Premises will not be used for any purpose other than operating a Test Track for Lessee’s products, and any activities related thereto in compliance with all applicable laws and regulations.

1.3 Lessor agrees to provide Lessee, access to the Leased Premises, understanding that Lessee’s employees and guest shall have access to the Leased Premises, on Monday through Sunday at hours to be determined by Lessee.

1.4 The Lessee understands that the Leased Premises are currently leased to an individual for him to farm on the Leased Premises, and this use shall continue simultaneously with Lessee’s use of the Leased Premises. Lessee shall at all times keep all gates closed.

1.5 Lessee shall post “No Trespassing” signs and such other signs as are necessary to assure Lessee’s safe use of the Leased Premises.

2. Term of Lease.

2.1 The initial term of this Lease shall be for a period of one year, beginning on November 1, 2020 and ending at midnight on October 31, 2021 (the “**Term**”). This Lease shall automatically renew for a period of one (1) year, for up to five (5) consecutive years, unless either party provides written notice to the other of its intention not to renew at least sixty (60) days prior to the expiration of the term.

2.2 Lessor shall have the right to terminate this Lease upon a sixty (60) day written notice to Lessee.

2.3 Lessee shall have the right to terminate this Lease upon a sixty (60) day written notice to Lessor.

3. Payment of Lease.

3.1 Lessee shall pay to Lessor, without notice or demand, rent equal to \$415.00 per month during the term of this Lease, payable in the annualized amount of \$5,000.00 in advance, on the 1st day of November each year extended and/or renewed. The first year's rent is payable upon execution of this Lease.

3.2 In the event this Lease is terminated prior to the expiration of the "term," Lessor shall refund to Lessee the lease payments pro rata for the months remaining in the term, or extended and/or renewed term.

4. Employees and Guests.

4.1 Lessee's employees and guests shall be required to wear identification badges/tags while on the Leased Premises so that individuals may be distinguished and identified as guests of Lessee. The required badges/tags must be worn in a clear and conspicuous manner and at all times while such employees and guests are on the Leased Premises.

5. Utilities.

5.1 During the term of this lease, Lessee shall pay to Lessor, payment for utilities in an amount equal to the actual costs to the electric, water, stormwater service charges and gas attributable to the leased premises and used pursuant to this Lease.

6. Repairs and Maintenance.

6.1 The Leased Premises are to be kept reasonably clean by Lessee and Lessee shall maintain the premises in a manner consistent with the intended use of the Leased Premises set forth above.

6.2 Lessee may maintain portable restroom facilities and a temporary building for use as an office, meeting place and storage of Lessee's equipment and product and related materials; however, Lessee shall maintain such premises in a reasonably and efficient manner.

6.3 Lessee may alter the Leased Premises terrain to meet the product testing needs of Lessee's products. Upon termination of this Lease, the Lessee shall restore the property to as close to the same condition as the Leased Premises is currently in within thirty (30) days of termination.

6.4 Lessee shall be responsible for any and all permits necessary for its use of the Leased Premises.

7. Insurance.

7.1 Lessee shall indemnify and hold harmless Lessor, on or against any and all claims, actions, damages, liability and expenses in connection with the loss of life, personal injury and/or damaged property occurring in or about or arising out of the Leased Premises, wholly or in part by any act or omission of Lessee, its agents, employees or guests. This indemnity does not apply to any negligent acts of Lessor, its agents, guests, visitors or employees.

7.2 Lessee shall at all times during the term hereof keep in force at its own expense the following insurance coverage, at the stated minimum coverage limits, and naming the Lessor as an additional insured:

Commercial General Liability -	\$1,000,000	Each Occurrence
	\$1,000,000	Personal & Advertising Injury
	1,000,000	Products/Completed Operations Aggregate
	\$1,000,000	General Aggregate
	\$10,000	Medical Expense
Workers/Compensation	Statutory Limits	
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee
Commercial Umbrella	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

A copy of the above-mentioned insurance certificate(s) shall be delivered to Lessor prior to the commencement date of this Lease, or as soon as possible thereafter, and new certificates evidencing coverage shall be provided no less than thirty (30) days prior to any policy expiration.

7.3 Lessee shall not do or permit to be done any act or thing upon Leased Premises or otherwise on Lessor's property which is inconsistent with the usage described and stated above in this Lease. Lessee shall not at any time use or occupy the Leased Premises or permit the Leased Premises to be used or occupied in violation of any statute, ordinance or other requirement of any governmental authority.

8. Signage and Promotional Materials.

8.1 Lessee may place and maintain signs at Lessee's own costs on the Leased Premises, understanding that the placement and size of the sign shall be subject to applicable governmental regulations, and must be pre-approved by the Lessor before installation.

9. Confidentiality of Lease.

9.1 Lessor and Lessee acknowledge and agree that any and all circumstances and communications surrounding the testing of Lessee's products, the terms of this Lease shall remain strictly confidential to the extent permitted by law. The Lessee understands that the Lessor is subject to the Tennessee Public Records Act and shall be required to comply with this law. The Lessor agrees to notify the Lessee of any request for information made pursuant to this Act. Without written authorization from Lessee, Lessor shall not photograph, video or otherwise record the testing of Lessee's products.

10. Notices.

10.1 All notices or other communications required or permitted by the terms of this Lease shall be in writing and shall be sufficiently given if (a) delivered personally or (b) by registered or certified mail, return receipt registered and postage prepaid addressed as follows:

If to Lessee: Keith Andrews
Vice President
Product Development
Tuff Torq Corporation
5943 Commerce Blvd.
Morristown, Tennessee 37814

If to Lessor: City of Morristown
Attn: Joey Barnard
Assistant City Administrator
100 West First North Street
Morristown, TN 37814

11. Amendments.

11.1 This Lease may only be amended, changed or any provision waived by mutual agreement in writing, signed by the Parties hereto.

12. Governing Law and Interpretation.

12.1 This Lease shall be governed by, and construed in accordance with the laws of the State of Tennessee. In the event any dispute arises from this Lease or the circumstances upon which this Lease is based, venue and jurisdiction shall lie in Hamblen County, Tennessee.

13. Counterparts.

13.1 This Lease may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall be deemed to be one in the same instrument.

14. Cooperative Effort.

14.1 This Lease has been drafted through a cooperative effort of Lessor and Lessee, and neither shall be considered the drafter of this Lease so as to give rise to any presumption or convention regarding construction of this document.

15. Entire Lease.

15.1 This Lease constitutes the entire Lease between the parties hereto. Except as set forth hereon, there are no promises, representations or understandings between the Parties of any kind or nature whatsoever.

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 2020.

Lessors

Lessee

By: Gary Chesney
Title: City of Morristown Mayor

Keith Andrews
Vice President,
Product Development
Tuff Torq Corporation

Exhibit 1.



THSI

Inspection and Maintenance Agreement

(I&M Agreement)

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

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 28th day of SEPTEMBER, 2020, by and between PCHOLDINGS OF TN, LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as THE GROVE AT WEST PARK - PHASE 2 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book MPAT Page 139, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as THE GROVE AT WEST PARK
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

P&C Holdings of Tennessee, LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature] cm

T. Phillip Carlyle
(Type Name)

Owner / cm
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 13th day of October 2020

by Mary Katherine Smithpeters

[Signature]
Notary Public

My Commission Expires 11/04/2023



Approved as to form:

Approved by the City:

City Attorney _____

Date

Mayor _____

Date

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 28th day of SEPTEMBER 2020, by and between P+CHOLDINGS OF TN, LLC. hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as THE GROVE AT WEST PARK - PHASE 2 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book MP14T Page 139, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as GROVE AT WEST PARK
(Name of Plan/Development)

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

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

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

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
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By: [Signature] cm

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Owner / cm
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State of Tennessee

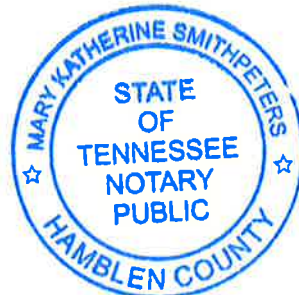
County of Hamblen

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by Mary Katherine Smithpeters

[Signature]
Notary Public

My Commission Expires 11/04/2023



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date