

**Pre-Meeting WORK SESSION**

**July 6, 2021**

**4:00 p.m.**

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**July 6, 2021**

**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 15, 2021

**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. 3690**

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 08801, from A1 (Agriculture-Forestry District) to R2 (Medium Density Residential District) Old Liberty Hill Road}.

2. Required Annual Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for the following annexation ordinances: {No Council action required – Public Hearing only}
  - a) Ordinance No. 3657 – Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB. Adopted September 1, 2020.
  - b) Ordinance No. 3663 – Annexation of Lot 3 of Alpha Heights Subdivision, Phase 2, currently addressed as 185 Brady Drive, having Hamblen County Tax Parcel ID # 048H A 00700 000. Adopted December 1, 2020
  - c) Ordinance No. 3661 – Annexation of portion of Hamblen County Tax Parcel ID# 025 160.00, located east of Morelock Road (Green Hills Subdivision). Adopted December 15, 2020.

## **9. NEW BUSINESS**

### **9-a. Resolutions**

1. Resolution No. 1-22  
A Resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners “Safety Partners” Matching Grant Program.
2. Resolution No. 2-22  
Initial Resolution Authorizing the Issuance of not to exceed Seventeen Million Seven Hundred Fifty Thousand Dollars (\$17,750,000) General Obligation Bonds of the City of Morristown.
3. Resolution No. 3-22  
Resolution Authorizing the Issuance of General Obligation Bonds of the City of Morristown, Tennessee in the Aggregate Principal Amount of not to exceed \$38,000,000 in one or more Series; Making Provision for the Issuance, Sale and payment of said Bonds, establishing the terms thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.

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

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

1. Approval of the best and lowest bid submitted by Summers-Taylors, Inc. for Asphalt Resurfacing and Sidewalk Maintenance.

2. Approval of the proposal submitted by Knoxville-Knox County Community Action Committee (CAC) for the City's Homeowner Rehab and Emergency Repair Programs and allow the City Administrator to negotiate and enter into a contract with CAC.
3. Approval of the FY22 Local Government Direct Appropriation Grant Letter of Agreement in the amount of \$345,336.
4. Approval to renew the existing Brokerage/Consulting Agreement with Mark III Employee Benefits for one additional year.
5. Approval of Temporary Workspace Agreement between City of Morristown and East Tennessee Natural Gas, LLC.
6. Approval of the Inspection and Maintenance Agreement between the City of Morristown and Hudson Morristown Real Property LLC for the property described as Honda of Morristown.

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

**9-e. New Issues**

1. Approval of hiring Entry Level Police Officers for the Morristown Police Department.

**10. CITY ADMINISTRATOR'S REPORT**

1. Line-Item Transfer(s) for Fiscal Year 2020-2021
  - a. General Fund #110

**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**

**WORK SESSION  
Post-Meeting Work Session  
July 6, 2021**

1. City Parks Master Plan and Issues

### City Council Meeting/Holiday Schedule.

July 5, 2021	Monday		City Employee Holiday – Observance of 4 <sup>th</sup> of July
July 6, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 6, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 20, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 3, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
August 3, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 3, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 17, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 17, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 6, 2021	Monday		City Employee’s Holiday – Labor Day
September 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
October 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Employee’s Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24, 2021	Friday		City Employee’s Holiday – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JUNE 15, 2021**

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 15, 2021, 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 "Pledge of Allegiance".

Mayor Chesney presented Chief Building Official Greg Ellison a proclamation upon his retirement from the City of Morristown recognizing him for his thirty years of service to the City of Morristown and its citizens.

Councilmember A'Hearn made a motion to approve the June 1, 2021 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.

A Public Hearing was held relating to Ordinance No. 3689; No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 3689. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3689**

**A Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2021 and ending June 30, 2022.**

A Public Hearing was held relating to Ordinance No. 3651.05; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3651.05 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3651.05**

**Entitled an Ordinance to Amend Ordinance Number 3651, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$86,500.**

June 15, 2021

Councilmember Pedigo made a motion to approve Resolution No. 26-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Resolution No. 26-21**

**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, and Crockett Tavern, Friends of Hospice of the Lakeway Area in the City of Morristown's 2021/2022 fiscal year budget.**

Councilmember A'Hearn made a motion to approve Resolution No. 27-21. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

**Resolution No. 27-21**

**A Resolution of the City Council of the City of Morristown adopting "The 2020 Home Grant Program Policies and Procedures Manual".**

Councilmember Smith made a motion to approve Ordinance No. 3690 on first reading and schedule a public hearing relative to final passage of said ordinance for July 6, 2021. Councilmember A'Hearn seconded the motion and upon rollcall; all voted "aye".

**Ordinance No. 3690**

**An Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 08801, from A1 (Agriculture-Forestry District) to R2 (Medium Density Residential District) Old Liberty Hill Road}.**

Councilmember Pedigo made a motion to approve Change Order #1 in the amount of \$2,115,164.51 for State Fire Marshal Office required changes at Morristown Landing bringing the new contract amount to \$30,042,164.51. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney, Councilmembers A'Hearn, Pedigo, Senter and Smith voted "aye". Councilmember Bivens and Garret voted "no".

Councilmember Smith made a motion to award the best and lowest bid from Axon Enterprise, Inc. for tasers for the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

June 15, 2021



Councilmember A'Hearn made a motion to approve the best and lowest bid submitted by Southeast Apparatus in the amount of \$18,972 for Structural Fire Helmets for the Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the best and lowest bid submitted by DBISP LLC in the amount of \$42,798.25 for subscription services for Microsoft Office 365. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the best and lowest bid submitted by Covington Flooring Company, Inc. in the amount of \$211,215 for Indoor Athletic Equipment for Morristown Landing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the best and lowest bid submitted by Walltopia Adventure USA, LLC in the amount of \$361,285 for the Play Climb System for Morristown Landing. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve PO # 21002518 to Municipal Emergency Services, Inc. through Sourcewell Contract number 032620 for the purchase of fire suits for the Morristown Fire Department funded by the Hazardous Materials Emergency Planning Grant in the amount of \$11,033. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to accept the bid for Surplus Property located at 623 Walters Drive to one bidder in the amount of \$2,107. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to confirm the disciplinary action requested by the Morristown Police Department. Councilmember A'Hearn 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; Nigel Reid and Linda Noe spoke.

Mayor Gary Chesney adjourned the June 15, 2021 Morristown City Council meeting at 5:41 p.m.

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Mayor

Attest:

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City Administrator

June 15, 2021

# The City of Morristown

## Community Development & Planning

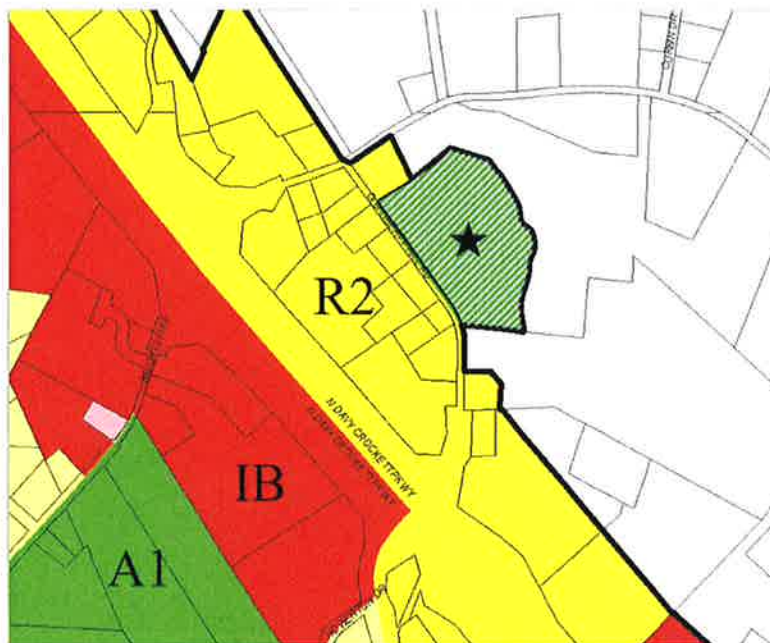


TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: June 15<sup>th</sup>, 2021  
SUBJECT: Old Liberty Hill Road Rezoning from A1 to R2

### **BACKGROUND:**

This is a request from property owner, Mr. Tristan Hopkins, to rezone a parcel located at 2454 Old Liberty Hill Road from A1, Agriculture-Forestry District, to R2, Medium Density Residential District.

This request is approximately 6.8 acres in size and contains two single-family residential units. The applicant has indicated that they wish to rezone this parcel in order to subdivide it into 6 residential lots. It is surrounded by single family residential units and a church to the west across Old Liberty Hill Road and single-family residences to the north and south. As can be seen in the map below, all the other property that is within the city along this section of Old Liberty Hill Road is zoned R2.



### **RECOMMENDATION:**

Rezoning this parcel to R2 is consistent with the zoning and land uses along this portion of Old Liberty Hill Road. Thus, staff recommends approval of this request and Planning Commission voted 8-0 in support of this request at their June meeting.



ORDINANCE NO. 3690,  
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN,  
TENNESSEE, APPENDIX B. *{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 08801, from  
A1 (Agriculture-Forestry District) to R2 (Medium Density Residential District), the general location being  
shown on the attached exhibit A.}*

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of  
the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning  
Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be  
and the same hereby is amended so as to provide that the following described real estate be rezoned from R2  
(Medium Density Residential District) to R3 (High Density Residential District);

*BEING Tracts Nos. 3 and 4 and part of Tracts Nos. 5, 6, 7 lying west of Stubblefield Creek, of the Fate  
Lawson Subdivision, and being more particularly described as follows: BEGINNING at a point in the  
eastern margin of Liberty Hill Road, corner to Tracts 2 and 3; thence, with the line of Tracts 2 and 3  
North 60 deg. East 170 feet; thence with the line of Tract 3 and 8 North 51 deg. East 225 feet and South  
70 deg. East 169 feet to the common corner to Tracts 3, 4, and 8 and also being the center of  
Stubblefield Creek; thence South 34 deg. East 100 feet; thence, southeastwardly with Stubblefield  
Creek about 700 feet to a point where it crosses the southern boundary line of Tract 7 of said  
Subdivision; thence North 83 deg. West 290 feet to the eastern margin of Liberty Hill Road; thence  
with Liberty Hill Road North 34 deg. West 623 feet to the point of BEGINNING.*

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed  
so as to effect the amendment as herein provided, to the extent that the area herein above described shall be  
permitted to be used for Medium Density Residential District (R2) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith  
be, and the same are, repealed to the extent of such conflict but not further or otherwise.

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

Passed on first reading the 15th day of June 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 6th day of July 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:



# The City of Morristown

Community Development & Planning



## MEMO

To: Mr. Tony Cox, City Administrator  
From: Steve Neilson, Development Director *SN*  
Date: July 6, 2021  
RE: Required annual Public Hearing for Annexation Plans of Service for the

### **BACKGROUND:**

In accordance with Public Chapter 1101 of 1998, it is a requirement that the City provide a progress report on the Plan of Services for all property annexed into the City. The City must hold a public hearing and provide the progress report six months after the annexation.

Attached are the reports for the following recent annexations:

- Phyllis Wolfe Annexation (Ordinance 3657) located along 25-E near Morelock Road.
- Greene Hill Annexation (Ordinance 3661) located along Morelock Road.
- Brady Drive Annexation (Ordinance 3663) located at 185 Brady Drive.

The City is providing the services as outlined in the Plan of Services Reports and Morristown Utility/Russellville-Whitesburg Utilities have extended or is working to extend water/sewer to each of the properties.

### **RECOMMENDATION:**

Staff recommends that the City Council hold the required public hearing and make no changes to the Plan of Services at this time.

### **ATTACHMENTS**

Staff Reports and Plan of Service Reports on the each of the annexations.

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: November 17<sup>th</sup>, 2020  
SUBJECT: Annexation Request

## **SUBMITTAL:**

A request for annexation has been submitted by property owner William Keith. Mr. Keith owns 185 Brady Drive, which is located off of West Andrew Johnson Highway, just this side of the Chevrolet dealership. It is part of the Alpha Heights Phase II subdivision, which was recorded and built in the early 1950's. Mr. Keith has operated a home occupation at this location which some may know as 'Mama Shirleys Candy'.

The property is within the City's Urban Growth Boundary area, and contiguous to the existing corporate line, which makes it eligible for consideration. Sanitary sewer and public water is already available in front of the house, along Brady Drive, courtesy of Morristown Utilities.

Mr. Keith stated his field lines were failing which prompted this request. No additional Fire or Police Staff should be needed for this annexation.

## **RECOMMENDATION:**

At their regular meeting of November 10<sup>th</sup>, the Morristown Regional Planning Commission voted to forward this annexation request on to City Council for approval.



ORDINANCE NO. 3663  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME  
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

*Annexation of Lot 3 of Alpha Heights Subdivision, Phase 2, currently addressed as 185 Brady Drive,  
having Hamblen County Tax Parcel ID # 048H A 00700 000, and as shown on the attached Exhibit A;*

**Section I. 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 6-51:102 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:

*Being that parcel as shown as Lot 3 in Phase 2 of the Alpha Heights Subdivision plat recorded in Platbook 2, page 86 at the Hamblen County Courthouse;*

(2) R-1(Single Family 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 17<sup>th</sup> day of November 2020.

Mayor

ATTEST:

City Administrator

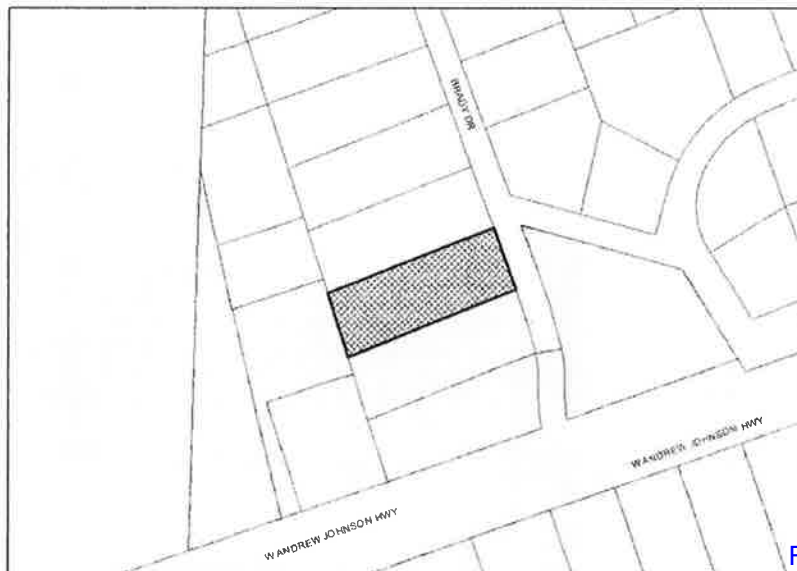
Passed on second and final reading the 1<sup>st</sup> day of December 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:





[Return to Agenda](#)

ORDINANCE NO. 3657  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO  
INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF  
MORRISTOWN TENNESSEE

*Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB, the general location being shown of 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 territories adjoining the present corporate boundaries:

*Beginning at a point at the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.12 of Hamblen County Tax Map 025, Parcel 156.10 of Hamblen County Tax Map 025, and Parcel 156.09 of Hamblen County Tax Map 025 and heading is a easterly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 156.09 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.09 of Hamblen County Tax Map 025, and Parcel 156.03 of Hamblen County Tax Map 025; Thence in a southerly direction along the eastern boundary of Parcel 159.16 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, Parcel 156.11 of Hamblen County Tax Map 025 and Parcel 159.15 of Hamblen County Tax Map 025; Thence in a westerly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 159.15 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.15 of Hamblen County Tax Map 025, and Parcel 159.12 of Hamblen County Tax Map 025; Thence in a northerly direction along the common boundary shared between Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 159.12 of Hamblen County Tax Map 025 to the point of beginning, containing 1.32 acres more or less.*

*Beginning at a point at the intersection between Parcel 159.16 of Hamblen County Tax Map 025, Parcel 159.15 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, and Parcel 156.11 of Hamblen County Tax Map 025 and heading in a northerly direction along the common boundary shared by Parcel 159.16 of Hamblen County Tax Map 025 and Parcel 156.12 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.16 of Hamblen County Tax Map 025, Parcel 156.12 of Hamblen County Tax Map 025, and Parcel 156.03 of Hamblen County Tax Map 025; Thence head in a easterly direction along the common boundary shared by Parcel 156.12 of Hamblen County Tax Map 025 and Parcel 156.03 of Hamblen County Tax Map 025 to the point of intersection of Parcel 156.12 of Hamblen County Tax Map 025, Parcel 156.03 of Hamblen County Tax Map 025, and Parcel 156.11 of Hamblen County Tax Map 025; Thence head in southerly direction and then westerly direction along the common boarder shared by Parcel 156.12 of Hamblen County Tax Map 025 and Parcel 156.12 of Hamblen County Tax Map 025 to the point of beginning, containing 3.36 acres more or less.*

(2) Intermediate Business (IB) zoning shall be applied upon adoption of the annexation area.

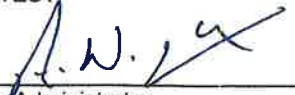
(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

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


Passed on first reading the 18th day of August 2020.

  
Mayor

ATTEST:

  
City Administrator

Passed on second and final reading the 1st day of September 2020.

  
Mayor

ATTEST:

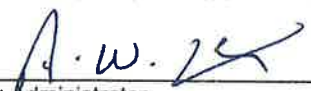
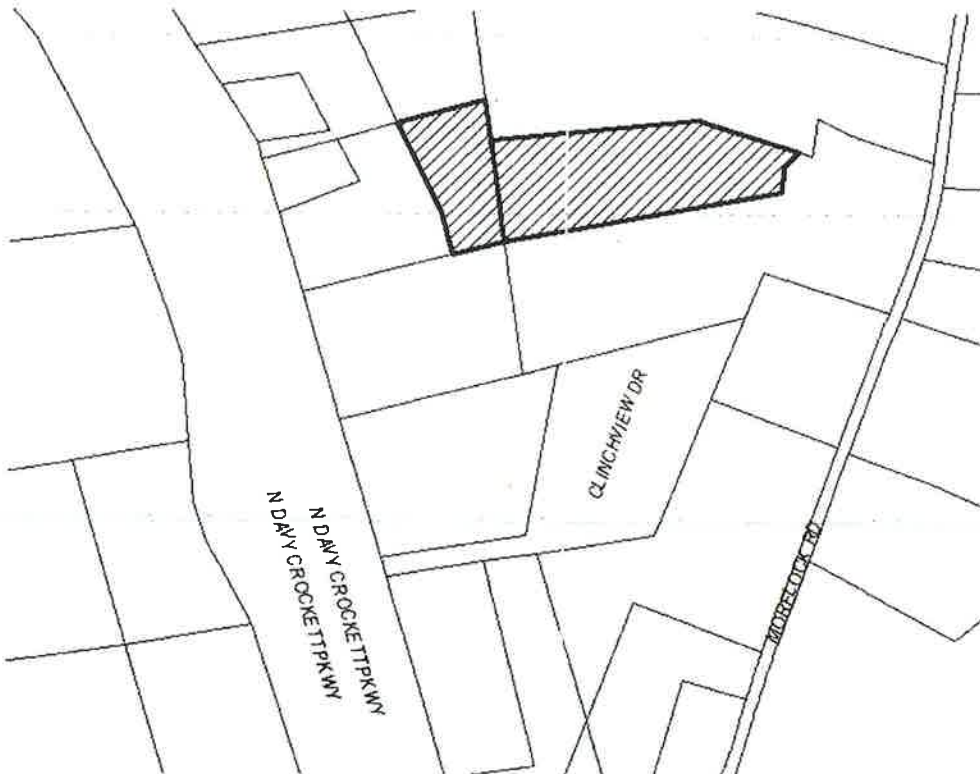
  
City Administrator

Exhibit A:





**PLAN OF SERVICES**  
**RESOLUTION NO. 7-21**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED BETWEEN HIGHWAY 25-E AND MORELOCK ROAD.

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:

Properties identified as Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 between Highway 25-E and 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**

Morristown 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**

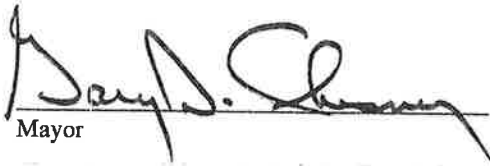
Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

**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 1<sup>st</sup> day of September, 2020.

  
Mayor

ATTEST:

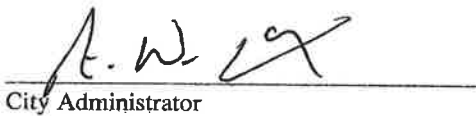
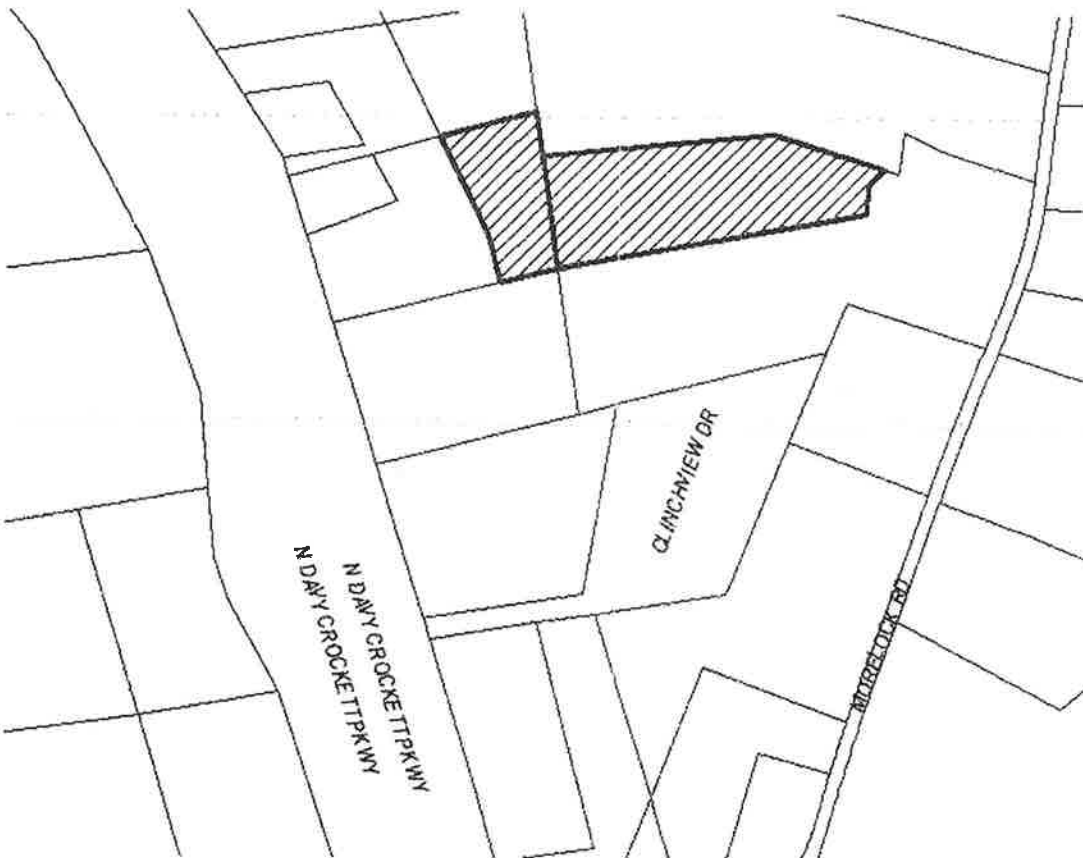
  
City Administrator

Exhibit A:





# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: September 15<sup>th</sup>, 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, located behind Lea Hills (Phase II) Subdivision and John Hay Elementary School. Hamblen County zoning for the property is currently R1 for residential use. The applicant and engineer have a residential development proposed for this property. Becoming part of the City of Morristown will ensure the development will have more options for services. If the annexation is approved, the property owner has asked that the property be zoned appropriately on the effective date of the annexation. Staff has recommended at this time the property be zoned as R-2 (Medium Density Residential) upon approval of the annexation.

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 such as Lea Hills, McGhee and Hillside Subdivisions. Property to the north is currently undeveloped and remains as large tracts. The subject property slopes gently toward the middle and appears to have been a perennial stream at one time.

As stated, the owners are working with developer Shannon Greene, along with Engineer Clint Harrison, on plans to construct a 100 +/- lot subdivision, should the annexation be approved. Morristown Utilities will provide sewer and electric to the project; water service has not yet been decided.

## **RECOMMENDATION:**

The Planning Commission at their September meeting voted to forward this request on to City Council for approval.

### General Location





## Topography



## Annexation Year of Surrounding Property





**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 15<sup>th</sup> day of September 2020.

  
Mayor

ATTEST:

  
City Administrator

Passed on second and final reading the 15<sup>th</sup> day of December 2020.

  
Mayor

ATTEST:

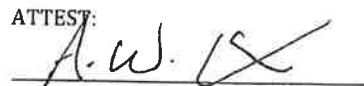
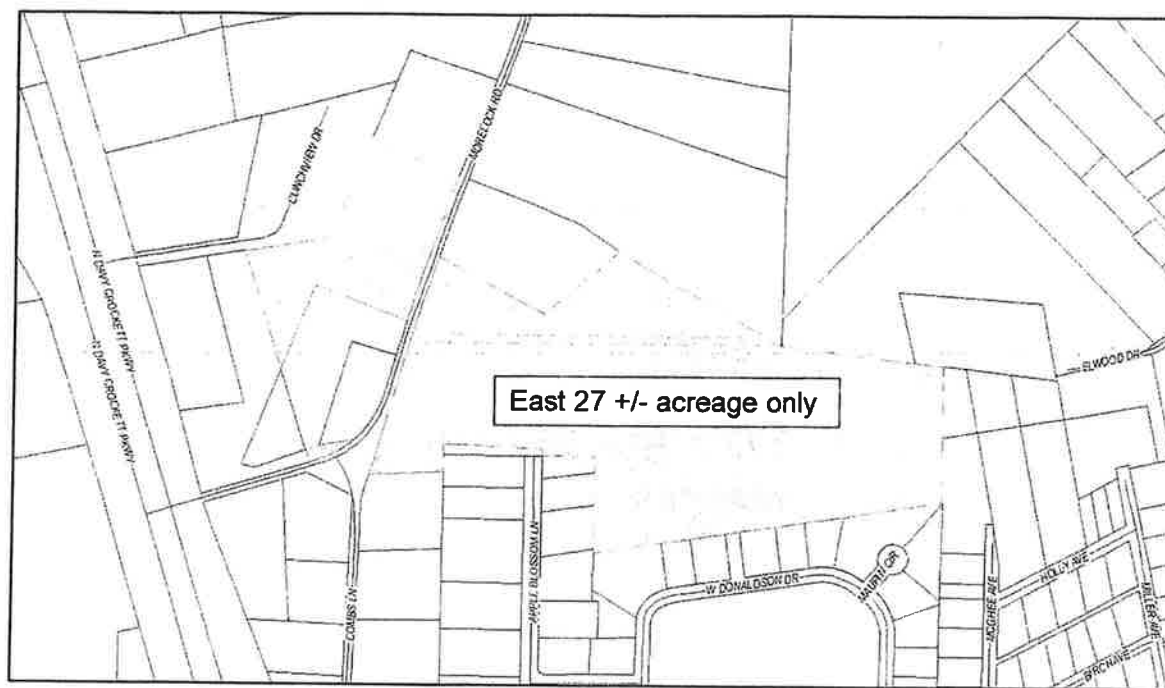
  
City Administrator

Exhibit A:



**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**

Russellville 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.

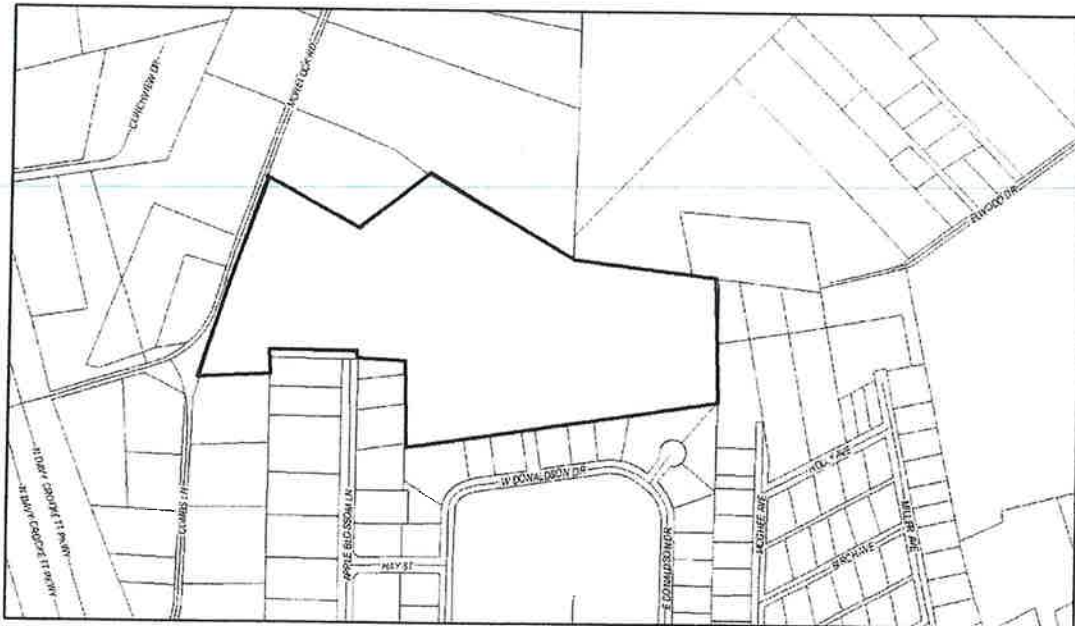
Passed on this 15th day of December 2020.

  
Mayor

ATTEST:

  
City Administrator

Exhibit A:



**RESOLUTION NO. 1-22**

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AUTHORIZING THE CITY OF MORRISTOWN TO  
PARTICIPATE IN PUBLIC ENTITY PARTNERS “SAFETY  
PARTNERS” MATCHING GRANT PROGRAM.**

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *“Safety Partners” Matching Grant Program*.

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

SECTION 1. That the City of Morristown is hereby authorized to submit application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

This Resolution shall be effective from and after its adoption.

Passed on this the 6th day of July in the year of 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

## **RESOLUTION NO. 2-22**

### **INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVENTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$17,750,000) GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE**

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) acquisition of land for and improvements and extensions to the water system and wastewater system of the Municipality (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; (v) the refunding of the outstanding indebtedness of the Municipality under (a) that certain Revolving Fund Loan Agreement (DWF 2001-042) dated May 15, 2001, among the Municipality, the Tennessee Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority ("TLDA") that was entered into to finance improvements to the water system of the Municipality; (b) that certain Revolving Fund Loan Agreement (CWSRF 2007-203) dated May 15, 2007, among the Municipality, the Department and TLDA that was entered into to finance improvements to the wastewater system of the Municipality; (c) that certain Revolving Fund Loan Agreement (CWSRF 2009-229) dated May 2, 2011, among the Municipality, the Department and TLDA that was entered into to finance improvements to the wastewater system of the Municipality; and (d) that certain Revolving Fund Loan Agreement (DGA 09-100) dated June 7, 2012, among the Municipality, the Department and TLDA that was entered into to finance improvements to the water system of the Municipality; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$17,750,000 which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality, provided that the portions of the bonds that finance improvements to the water system and the wastewater system of the Municipality shall also be payable from but not secured by the revenues of such respective systems.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Administrator of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$17,500,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

#### **NOTICE**

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Anthony W. Cox, City Administrator

Adopted and approved this 6th day of July, 2021.

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Gary Chesney, Mayor

ATTEST:

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Anthony W. Cox, City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on July 6, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an initial resolution relating to not to exceed \$17,750,000 General Obligation Bonds of said Municipality.

WITNESS my official signature on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

City Recorder

30840642.1

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$38,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

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

WHEREAS, the Municipality has previously issued and has outstanding its General Obligation Bonds, Series 2012, dated May 30, 2012, maturing October 1, 2022 and thereafter (the "2012 Bonds"); and

WHEREAS, the Municipality has also incurred indebtedness under (a) that certain Revolving Fund Loan Agreement (DWF 2001-042) dated May 15, 2001, among the Municipality, the Tennessee Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority ("TLDA") that was entered into to finance improvements to the water system of the Municipality; (b) that certain Revolving Fund Loan Agreement (CWSRF 2007-203) dated May 15, 2007, among the Municipality, the Department and TLDA that was entered into to finance improvements to the wastewater system of the Municipality; (c) that certain Revolving Fund Loan Agreement (CWSRF 2009-229) dated May 2, 2011, among the Municipality, the Department and TLDA that was entered into to finance improvements to the wastewater system of the Municipality; and (d) that certain Revolving Fund Loan Agreement (DGA 09-100) dated June 7, 2012, among the Municipality, the Department and TLDA that was entered into to finance improvements to the water system of the Municipality (the "Outstanding Loans," together with the 2021 Bonds, collectively, the "Outstanding Indebtedness").

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded in order to reduce the interest expense related thereto; and

WHEREAS, the Municipality has also determined that it is necessary and advisable to issue its bonds for the purpose of financing in whole or in part, (i) acquisition of land for and improvements and extensions to the water system and wastewater system of the Municipality (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, contemporaneously with the adoption of this resolution, the Governing Body has adopted an Initial Resolution proposing the issuance of not to exceed \$17,750,000 in the aggregate principal amount of general obligation bonds, the proceeds of which shall be used to finance the public works project described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and



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

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$38,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) "Bonds" means the not to exceed \$38,000,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

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

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

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

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

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

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

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

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

(j) "Projects" means, in whole or in part, (i) acquisition of land for and improvements and extensions to the water system and wastewater system of the Municipality (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter.

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

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

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

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

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

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

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

### Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable, the refunding of the Refunded Indebtedness; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$38,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%), payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing March 1, 2022. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on March 1 of each year, subject to prior

optional redemption as hereinafter provided, in the years 2022 through 2037, inclusive, and the Mayor shall establish the annual principal payments and amortization schedule pursuant to Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on March 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

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

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

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking

fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

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

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



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

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be

required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

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

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

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

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

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

applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The portions of the Bonds (based on allocation of Bonds and Bond proceeds as determined by the Municipality) that finance or refinance improvements to the water system and the wastewater system of the Municipality shall also be additionally payable from but not secured by the respective revenues of such systems.

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

(Form of Bond)

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

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HAMBLEN  
CITY OF MORRISTOWN, TENNESSEE  
GENERAL OBLIGATION BOND, SERIES 2021

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on March 1, 2022, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record



Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

Bonds of the issue of which this Bond is one maturing on March 1, 2031 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

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

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated trust office of the Registration Agent set forth herein, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality to finance the cost, in whole or in part, of (i) acquisition of land for and improvements and extensions to the water system and wastewater system of the Municipality (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; (v) the refunding of the outstanding indebtedness of the Municipality under (a) that certain Revolving Fund Loan Agreement (DWF 2001-042) dated May 15, 2001, among the Municipality, the Tennessee Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority ("TLDA") that was entered into to finance improvements to the water system of the Municipality; (b) that certain Revolving Fund Loan Agreement (CWSRF 2007-203) dated May 15, 2007, among the Municipality, the Department and TLDA that was entered into to finance improvements

to the wastewater system of the Municipality; (c) that certain Revolving Fund Loan Agreement (CWSRF 2009-229) dated May 2, 2011, among the Municipality, the Department and TLDA that was entered into to finance improvements to the wastewater system of the Municipality; and (d) that certain Revolving Fund Loan Agreement (DGA 09-100) dated June 7, 2012, among the Municipality, the Department and TLDA that was entered into to finance improvements to the water system of the Municipality; (vi) its outstanding General Obligation Bonds, Series 2012, dated May 30, 2012, maturing October 1, 2021 and thereafter; and (vii) payment of costs incident to the issuance and sale of the bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on July 6, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The portions of the Bonds (based on allocation of Bonds and Bond proceeds as determined by the Municipality) that finance or refinance, improvements to the water system and the wastewater system of the Municipality shall also be additionally payable from but not secured by the respective revenues of such systems.

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

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

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

CITY OF MORRISTOWN, TENNESSEE

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

ATTESTED:

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



Transferable and payable at the  
trust office of:

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

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

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

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

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

(FORM OF ASSIGNMENT)

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

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

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

Signature guaranteed:

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

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

to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds including revenues of the systems as described in Section 5 hereof.

Section 8.        Sale of Bonds.

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

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

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

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

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

(3)        change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2022, provided that such date is not later than twelve months from the dated date of such series of Bonds;

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

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

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

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

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

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

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

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

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

(g) No Bonds shall be issued until the passage of twenty (20) days from the date of publication of the Initial Resolution, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

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

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refinance the Outstanding Indebtedness shall be applied to the refinancing thereof by complying with the terms of prepayment or redemption thereof and by taking such actions as are required to cause the redemption of the outstanding 2012 Bonds, including giving such notices as are required for such redemption, and to cause the prepayment of the Outstanding Loans.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2021 Project Fund (the "Project Fund"), or such other designation as shall be

determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Project Fund shall be invested, to the extent possible, in such investments as shall be permitted by applicable law.

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

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

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

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

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

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



(provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

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

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

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

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

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

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

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general

public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

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

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

(e) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

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

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

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 6<sup>th</sup> day of July, 2021.

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Gary Chesney, Mayor

Attest:

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Anthony W. Cox, City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on July 6, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Bonds.

WITNESS my official signature of said Municipality on \_\_\_\_\_, 2021.

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



EXHIBIT A

REPORT OF DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT FINANCE

30955135.1

June 18, 2021

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

Dear Mayor Chesney and Members of the Council:

Thank you for your recent correspondence. We acknowledge receipt on June 15, 2021, of a request from the City of Morristown (the "City") for a report on a plan of refunding (the "Plan") for the City's proposed issuance of a maximum of \$30,300,000 General Obligation Refunding Bonds, 2021.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the City's Plan. The Plan, this letter, and the enclosed report should be made available on the City's website and must be presented to each member of the Board for review prior to the adoption of an authorizing resolution for the refunding notes.

If you should have questions or need assistance, please feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or [Lori.Barnard@cot.tn.gov](mailto:Lori.Barnard@cot.tn.gov).

Very truly yours,



Betsy Knotts  
Director of the Division of Local Government Finance

cc: Ms. Jean Suh, Manager, Division of Local Government Audit, COT  
Mr. Anthony W. Cox, City Administrator, City of Morristown  
Mr. Joey Barnard, Assistant City Administrator, City of Morristown  
Mr. Chris Bessler, Cumberland Securities Company, Inc.  
Mr. Mark Mamantov, Bass, Berry & Sims

Enclosure: Report of the Director of the Division of Local Government Finance

BK:lb



## Report on General Obligation Refunding Bonds, Series 2021 The City of Morristown, Tennessee

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the “Plan”) received by our office on June 15, 2021, from the City of Morristown, Tennessee (the “City”). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee. This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary. This report and the City’s Plan must be presented to the governing body prior to the adoption of a resolution authorizing the refunding bonds.

### THE PLAN:

The City plans to refund by competitive sale \$29,742,851 of its outstanding bonds, described below:

Amount Refunded	Description	Maturities
\$ 3,120,349	General Obligation Bonds, Series 2012 (Storm Water)	October 1, 2022 through October 1, 2036
16,224,652	General Obligation Bonds, Series 2012 (Sewer)	October 1, 2022 through October 1, 2036
5,766,371	CWSRF Sewer Revenue and Tax Loan, Series 2007-203	January 20, 2032
818,974	CWSRF Sewer Revenue and Tax Loan, Series 2009-229	October 20, 2032
3,074,750	Water Revenue and Tax Bonds, Series DWSRF 01-042	April 20, 2026
737,757	Water Revenue and Tax Bonds, Series 2011	June 1, 2032
<u>\$ 29,742,851</u>		

### COSTS:

Estimated costs of issuance are summarized below and based upon the \$30,140,000 principal amount of the proposed refunding bonds:

	Amount	Price per \$1,000 Bond
Financial Advisor (Cumberland Securities)	\$ 75,000	\$ 2.49
Bond Counsel (Bass, Berry & Sims)	38,500	1.28
Rating Agency	28,000	0.93
Underwriting Fee (estimated)	241,454	8.01
Miscellaneous Other Fees	14,195	0.47
Total Cost of Issuance	<u>\$ 397,149</u>	<u>\$ 13.18</u>

### BENEFITS:

The City’s stated objective for the refunding is to achieve savings. The anticipated net present value savings are \$2,225,782, net of the City’s \$331,545 cash contribution to the transaction, to be achieved by reducing the average interest rate on the debt.

### BALLOON INDEBTEDNESS:

The proposed structure of the refunding bonds is not balloon indebtedness as defined in T.C.A. § 9-21-133 because the debt service payments are not more than 50% in excess of the smallest prior payment.

**EFFECTIVE DATE FOR THIS REPORT:**

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new authorizing resolution for the refunding notes.

**REQUIREMENTS AFTER DEBT IS ISSUED:**

Our website contains specific compliance requirements your local government will be responsible for once the notes are issued: <http://tncot.cc/debt>. The listing is not all inclusive and you should work with your financial advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.



Betsy Knotts  
Director of the Division of Local Government Finance  
Date: June 18, 2021





## Morristown City Council Agenda Item Summary

**Date:** June 29, 2021

**Agenda Item:** Bid – Asphalt Resurfacing and Sidewalk Maintenance

**Prepared By:** Ashley Ahl, Purchasing Assistant

**Subject:** Approval of Bid – Asphalt Resurfacing and Sidewalk Maintenance

**Background/History:** The City of Morristown has identified the necessity to address repairs and maintenance to sidewalks as well as asphalt resurfacing. The installation and/or replacement, removal, restoration, and resurfacing of sidewalks and asphalt is to be conducted in compliance with all federal, state, and local laws and regulations. The bid sought was for a period of two (2) years.

**Findings/Current Activity:** The bid was advertised in the Citizen Tribune on June 9, 2021 and on June 11, 2021. Additionally, the bid was posted to the City of Morristown's website and posted to Vendor Registry, an online bid facilitation website. The submission deadline was 2:00 PM on Tuesday, June 29, 2021. We received one (1) responsive bid.

**Financial Impact:** Funds for this service have been appropriated in the 2021-22 fiscal year budget.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Summers-Taylor, Inc.

**Attachment:** Bid Tabulation.

City of Morristown  
Asphalt Resurfacing & Sidewalk Maintenance  
Tuesday, June 29, 2021  
2:00 P.M.

TDOT Item No.	Item Description	Unit	Summers-Taylor
<b>Section I</b>			
307	Asphaltic Concrete Mix (PG64-22) Grading A	Ton	\$ 102.00
307	Asphaltic Concrete Mix (PG64-22) Grading A-S	Ton	\$ 98.50
307	Asphaltic Concrete Mix (PG70-22) Grading A-S	Ton	\$ 101.00
307	Asphaltic Concrete Mix (PG64-22) Grading B-M	Ton	\$ 105.00
307	Asphaltic Concrete Mix (PG70-22) Grading B-M	Ton	\$ 110.00
307	Asphaltic Concrete Mix (PG64-22) Grading C	Ton	\$ 106.00
307	Asphaltic Concrete Mix (PG70-22) Grading C	Ton	\$ 109.00
307	Asphaltic Concrete Mix (PG64-22) Grading CS	Ton	\$ 118.00
307	Asphaltic Concrete Mix (PG70-22) Grading CS	Ton	\$ 123.00
403	Bituminous Tack Coat	Gallon	\$ 4.10
407-02	Milling Asphalt Preparation for resurfacing	Ton	\$ 22.00
411	Asphaltic Concrete Surface Mix (PG70-22) Grading D	Ton	\$ 121.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading D	Ton	\$ 116.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY	Ton	\$ 116.00
411	Asphaltic Concrete Surface Mix (PG64-22) Thin Lift CS	Ton	\$ 119.00

TDOT Item No.	Item Description	Unit	Summers-Taylor
411	Asphaltic Concrete Surface Mix (PG64-22) Thin Lift D	Ton	\$ 117.00
411	Asphaltic Concrete Surface Mix (PG70-22) Grading E RDWY	Ton	\$ 121.00
<b>DEDUCT</b> - Unit price reduction per ton for <b>each additional 5% RAP</b> used in various 307 binder grade mix types			\$ (1.35)
<b>Section II</b>			
	Maintenance Milling (corrective and repair work)	Sq. yd.	\$ 49.00
403	Bituminous Tack Coat	Gallon	\$ 4.10
307	Asphaltic Concrete Mix (PG64-22) Grading B-M	Ton	\$ 171.00
307	Asphaltic Concrete Mix (PG70-22) Grading C	Ton	\$ 175.00
411-02.10	Asphaltic Concrete Surface Mix (PG70-22) Grading D	Ton	\$ 187.00
411-03.10	Asphaltic Concrete Surface Mix (PG76-22) Grading D	Ton	\$ 191.00
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY	Ton	\$ 182.00
	Mobilization (per job)	Each	\$ 2,570.00
<b>Section III</b>			
303.01	Mineral Aggregate Base Type "A" Grading D	Ton	\$ 47.00
307	Asphaltic Concrete Mix (PG64-22) Grading B-M	Ton	\$ 111.00
307	Asphaltic Concrete Mix (PG64-22) Grading C	Ton	\$ 112.00
403	Bituminous Tack Coat	Gallon	\$ 4.10
411	Asphaltic Concrete Surface Mix (PG64-22) Grading E RDWY	Ton	\$ 122.00

TDOT Item No.	Item Description	Unit	Summers-Taylor
<b>Section IV</b>			
405	<del>Mineral Aggregate for Bituminous Seal Coat</del>	<del>Ton</del>	OMIT
303.01	Mineral Aggregate Base Type "A" Grading D	Ton	\$ 71.50
411-12.03, 411-12.04, 411-12.05	Scoring for Rumble Stripe (unit price should provide any combo for an 8 hr work day)	8 hr.	\$ 11,900.00
411-33.34	Stamped Asphalt Pattern "Streetprint" Diagonal Herringbone (Sienna); Stacked Brick Border (Slate)	Sq. Ft	\$ 153.00
503	Milling Concrete Pavement	Sq. yd.	\$ 77.50
	Engineering Fabric	Sq. yd.	\$ 7.10
	Raise Existing Manhole/Raise Existing catch basin	Each	\$ 911.00
	Raise Existing water valve	Each	\$ 303.00
<del>715-01</del>	<del>Asphaltic Concrete Curb (4 in)</del>		OMIT
715-01.01	<del>Asphaltic Concrete Curb (Revised to replace curb as it was existing)</del>	l.f.	\$ 8.50
<del>715-02</del>	<del>Asphaltic Concrete Curb (6 in)</del>		OMIT
716-02.04	Plastic Pavement Marking (Channelization Striping)	Sq. yd.	\$ 22.00
716-03.12	Plastic Pavement Marking (H, Hospital Symbol)	Each	\$ 291.00
716-04.05	Plastic Pavement Marking (Straight Arrow)	Each	\$ 203.00
716.04-12	Plastic Pavement Marking (Yield Line)	Sq Ft	\$ 29.00
716-04.29	Plastic Pavement Marking (4 in dotted line)	l.f	\$ 1.75
716.03	<b>Thermoplastic Pavement Markings</b>		



TDOT Item No.	Item Description	Unit	Summers-Taylor
	4" Double Solid Yellow Centerline (unit cost for line pair)	l.f	\$ 1.45
	4" Single Solid Line-White	l.f	\$ 0.70
	4" Single Solid Line-Yellow	l.f	\$ 0.70
	4" Single Lane Line (dashed)-White	l.f	\$ 0.70
	4" Single Lane Line (dashed)-Yellow	l.f	\$ 0.70
	6" Barrier Line-Yellow	l.f	\$ 3.50
	6" Barrier Line-White	l.f	\$ 3.50
	8" Barrier Line-Yellow	l.f	\$ 4.65
	8" Barrier Line-White	l.f	\$ 4.65
	8" Short Skip Line-Yellow	l.f	\$ 4.65
	8" Short Skip Line-White	l.f	\$ 4.65
	12" Barrier Line-Yellow	l.f	\$ 7.60
	12" Barrier Line-White	l.f	\$ 7.60
	24" Stop Bar/Crosswalk Line	l.f	\$ 17.50
	Longitudinal Crosswalk	l.f	\$ 24.50
	word "ONLY"	Each	\$ 320.00
	Turn Arrow	Each	\$ 203.00
	Combination Turn/Straight Arrow	Each	\$ 291.00

TDOT Item No.	Item Description	Unit	Summers-Taylor
	Railroad Pavement Marking	Each	\$ 552.00
716.04 & 918.20	<b>Snowplowable Reflective Pavement Markers</b>		
	One-Way White	Each	\$ 52.50
	One-Way Yellow	Each	\$ 52.50
	Two-Way Yellow	Each	\$ 52.50
	White/Red	Each	\$ 52.50
	Yellow/Red	Each	\$ 52.50
730-14.02	Saw Slot	l.f	\$ 6.40
730-14.03	Loop Wire	l.f	\$ 0.95
<b>Sidewalk</b>			
202.03	Removal of Rigid Pavement, Sidewalk Etc.	Sq. yd.	\$ 24.00
202-08.10	Removal of Curb	l.f	\$ 10.50
202-08.15	Removal of Curb and Gutter	l.f	\$ 10.50
303.01	Mineral AGG., Type A Base, Grading <b>D</b>	Ton	\$ 81.50
701-01.01	Concrete Sidewalk (4")	Sq. Ft.	\$ 8.60
701-01.10	Concrete (MISC)	CY	\$ 481.00
701-02.01	Concrete Curb Ramp (Retrofit)	Sq. Ft.	\$ 22.00
701-02.03	Concrete Curb Ramp	Sq. Ft.	\$ 15.75

TDOT Item No.	Item Description	Unit	Summers-Taylor
702-01.02	Concrete Curb (6')	l.f	\$ 12.00
702-03	Concrete Combined Curb & Gutter (24')	l.f	\$ 41.50
716-10.30	Truncated Dome Detectable Warning Mat	Sq. Ft	\$ 31.50
920-10.02	Sidewalk Subgrade Preparation	Sq. yd.	\$ 44.50

#### Addendum #1

715-01.01	Repair/Replace curb to match original height/placement		\$ 8.50
716.06	<b>Painted Pavement Marking Line</b>		
	4" Double Solid Yellow Centerline (unit cost for line pair)	lf	\$ 0.35
	4" Single Solid Line - White	lf	\$ 0.20
	4" Solid Line - Yellow	lf	\$ 0.20
	4" Single Lane Line (dashed) - White	lf	\$ 0.20
	4" Single Lane Line (dashed) - Yellow	lf	\$ 0.20



## Morristown City Council Agenda Item Summary

**Date:** June 29, 2021

**Agenda Item:** Request for Proposal – CDBG Homeowner Rehab and Emergency Repair Program

**Prepared By:** Ashley Ahl, Purchasing Assistant

**Subject:** CDBG Homeowner Rehab and Emergency

**Background/History:** The City of Morristown recently sought proposals from qualified respondents for the administration of 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. The City of Morristown is seeking an initial contract that will cover approximately a two (2) year term.

**Findings/Current Activity:** The RFP was advertised in the Citizen Tribune on June 6, 2021 and on June 8, 2021. Additionally, the RFP was posted to the City of Morristown's website and posted to Vendor Registry, an online bid facilitation website. The submission deadline was 10:00 AM on Tuesday, June 22, 2021. We received one (1) proposal.

**Financial Impact:** Funds for this service have been appropriated in the 2021-22 fiscal year budget. As previously stated, funding for this service is provided by the Community Development Block Grant.

**Action options/Recommendations:** It is staffs' recommendation to approve the proposal submitted by Knoxville-Knox County Community Action Committee (CAC), and allow the City Administrator to negotiate and enter a contract with CAC.

**Attachment:** None.





**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**DIVISION OF ADMINISTRATION**  
**OFFICE OF BUSINESS AND FINANCE**  
**312 ROSA L. PARKS AVENUE**  
**WILLIAM R. SNODGRASS TENNESSEE TOWER**  
**NASHVILLE, TENNESSEE 37243-0294**  
**(615) 741-4100**  
**Direct.Grants@tn.gov**

**LETTER OF AGREEMENT:**  
**DIRECT APPROPRIATION GRANT**  
**FOR GOVERNMENTAL ENTITIES**

To: **City and County Executives**

From: **Commissioner Howard H. Eley**

Date: **June 11, 2021**

The State's budget for the fiscal year beginning July 1, 2021, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee. Public Chapter 454 Section 1, of the 2021 Appropriations Act reads as follows:

*The appropriation made under Title 111-22, Item 10.23 - Local Infrastructure Grant Program, shall consist of grants to both counties and municipalities. For municipalities, the grant shall consist of: (1) a base payment of \$15,000 per municipality; and (2) a payment based on municipality population as published by the United States Census Bureau (July 1, 2019 data). Said grants are for nonrecurring expenses only. Further, funds disbursed pursuant to this appropriation are subject to the provisions of Section 10, Item 1 of this act, and any unspent balance of said appropriation at June 30, 2022 shall revert to the general fund.*

*For counties, the grant shall consist of: (1) a base payment of \$250,000 per county; and (2) a payment based on county population as published by the United States Census Bureau (July 1, 2019 data). Said grants are for nonrecurring expenses only. Further, funds disbursed pursuant to this appropriation are subject to the provisions of Section 10, Item 1 of this act, and any unspent balance of said appropriation at June 30, 2022 shall revert to the general fund.*

*Additionally, municipalities and counties shall not be required to file a plan of the use of the grant funds or resolution from the local governing body requesting use of the grant funds for any of the purposes provided in Title 111-22, Section 1, of Chapter 651, Public Acts of 2020, or in this section. Such grants are limited to a maximum payment of \$5,000,000 per municipality or county, with excess grant funds to municipalities and counties pooled separately and distributed to counties. Grants shall be distributed to municipalities and counties no later than July 31, 2021.*

*It is the further legislative intent that no county with a metropolitan form of government receive funds from both grants to municipalities and to counties. As such, those counties with a metropolitan form of government, pursuant to Title 7 of the Tennessee Code Annotated, shall be*

*eligible for the larger grant fund calculation of the two items. The lesser grant funds calculated for those counties with a metropolitan form of government based on base payment and payment based on population data shall be pooled and distributed, in equal amounts, to those counties determined to be economically distressed by the Commissioner of Finance and Administration, the Commissioner of Economic and Community Development, and the Commissioner of Revenue pursuant to Tennessee Code Annotated§ 67-6-104, as of January 1, 2021.*

Counties	Allocation
Anderson	\$ 602,258
Bedford	\$ 477,491
Benton	\$ 323,950
Bledsoe	\$ 604,624
Blount	\$ 859,023
Bradley	\$ 744,721
Campbell	\$ 432,321
Cannon	\$ 317,168
Carroll	\$ 377,064
Carter	\$ 508,050
Cheatham	\$ 436,096
Chester	\$ 329,153
Claiborne	\$ 396,247
Clay	\$ 570,537
Cocke	\$ 700,448
Coffee	\$ 508,641
Crockett	\$ 315,118
Cumberland	\$ 526,945
Davidson	
Decatur	\$ 303,371
DeKalb	\$ 343,764
Dickson	\$ 496,871
Dyer	\$ 420,043
Fayette	\$ 438,228
Fentress	\$ 334,763
Franklin	\$ 443,148
Gibson	\$ 474,837
Giles	\$ 384,830
Grainger	\$ 356,714
Greene	\$ 566,066
Grundy	\$ 597,133
Hamblen	\$ 547,144
Hamilton	\$ 1,933,104
Hancock	\$ 565,984
Hardeman	\$ 650,321
Hardin	\$ 367,386
Hawkins	\$ 509,858
Haywood	\$ 329,185
Henderson	\$ 378,666
Henry	\$ 398,014
Hickman	\$ 365,217
Houston	\$ 287,529
Humphreys	\$ 335,033
Jackson	\$ 303,934
Jefferson	\$ 499,374
Johnson	\$ 331,399
Knox	\$ 2,402,194
Lake	\$ 567,796

Counties	Allocation
Lauderdale	\$ 652,989
Lawrence	\$ 451,998
Lewis	\$ 306,139
Lincoln	\$ 407,262
Loudon	\$ 497,420
McMinn	\$ 496,166
McNairy	\$ 367,578
Macon	\$ 362,581
Madison	\$ 698,384
Marion	\$ 382,281
Marshall	\$ 407,303
Maury	\$ 691,076
Meigs	\$ 306,844
Monroe	\$ 462,994
Montgomery	\$ 1,206,371
Moore	\$ 279,690
Morgan	\$ 347,942
Obion	\$ 387,598
Overton	\$ 351,777
Perry	\$ 572,647
Pickett	\$ 273,100
Polk	\$ 327,025
Putnam	\$ 617,208
Rhea	\$ 401,775
Roane	\$ 494,281
Robertson	\$ 578,623
Rutherford	\$ 1,770,566
Scott	\$ 636,675
Sequatchie	\$ 318,760
Sevier	\$ 699,601
Shelby	\$ 4,538,556
Smith	\$ 342,240
Stewart	\$ 312,761
Sullivan	\$ 974,615
Sumner	\$ 1,125,328
Tipton	\$ 531,883
Trousdale	\$ 301,637
Unicoi	\$ 331,834
Union	\$ 341,394
Van Buren	\$ 276,871
Warren	\$ 438,887
Washington	\$ 842,032
Wayne	\$ 611,987
Weakley	\$ 402,512
White	\$ 375,133
Williamson	\$ 1,340,995
Wilson	\$ 911,963
<b>Total</b>	<b>\$ 54,717,041</b>

Cities/Towns	Allocation
Adams	\$ 22,341
Adamsville	\$ 38,676
Alamo	\$ 39,912
Alcoa	\$ 124,189
Alexandria	\$ 26,072
Algood	\$ 63,829
Allardt	\$ 21,860
Altamont	\$ 26,674
Ardmore	\$ 28,359
Arlington	\$ 143,478
Ashland City	\$ 67,155
Athens	\$ 168,390
Atoka	\$ 119,124
Atwood	\$ 25,055
Auburntown	\$ 17,910
Baileyton	\$ 19,934
Baneberry	\$ 20,842
Bartlett	\$ 665,323
Baxter	\$ 31,750
Bean Station	\$ 49,059
Beersheba Springs	\$ 20,033
Bell Buckle	\$ 20,941
Belle Meade	\$ 46,269
Bells	\$ 41,739
Benton	\$ 28,982
Berry Hill	\$ 20,558
Bethel Springs	\$ 22,954
Big Sandy	\$ 20,700
Blaine	\$ 35,350
Bluff City	\$ 33,271
Bolivar	\$ 69,004
Braden	\$ 17,877
Bradford	\$ 25,700
Brentwood	\$ 483,081
Brighton	\$ 46,816
Bristol	\$ 310,260
Brownsville	\$ 118,227
Bruceton	\$ 30,262
Bulls Gap	\$ 22,888
Burlison	\$ 19,486
Burns	\$ 30,930
Byrdstown	\$ 23,567
Calhoun	\$ 20,470
Camden	\$ 54,737
Carthage	\$ 40,580
Caryville	\$ 38,501
Cedar Hill	\$ 18,414
Celina	\$ 30,536

Cities/Towns	Allocation
Centertown	\$ 17,768
Centerville	\$ 53,731
Chapel Hill	\$ 31,827
Charleston	\$ 22,626
Charlotte	\$ 32,877
Chattanooga	\$ 2,014,972
Church Hill	\$ 87,910
Clarksburg	\$ 19,147
Clarksville	\$ 1,745,248
Cleveland	\$ 512,851
Clifton	\$ 44,048
Clinton	\$ 125,229
Coalmont	\$ 24,125
Collegedale	\$ 139,485
Collierville	\$ 573,420
Collinwood	\$ 25,328
Columbia	\$ 456,298
Cookeville	\$ 394,712
Coopertown	\$ 65,175
Copperhill	\$ 18,512
Cornersville	\$ 29,125
Cottage Grove	\$ 15,941
Covington	\$ 111,651
Cowan	\$ 33,140
Crab Orchard	\$ 23,217
Cross Plains	\$ 34,989
Crossville	\$ 143,872
Crump	\$ 30,908
Cumberland City	\$ 18,359
Cumberland Gap	\$ 20,361
Dandridge	\$ 50,033
Dayton	\$ 95,503
Decatur	\$ 33,238
Decaturville	\$ 24,431
Decherd	\$ 40,941
Dickson	\$ 185,403
Dover	\$ 31,915
Dowelltown	\$ 19,398
Doyle	\$ 21,313
Dresden	\$ 47,133
Ducktown	\$ 20,109
Dunlap	\$ 71,630
Dyer	\$ 39,146
Dyersburg	\$ 193,489
Eagleville	\$ 23,348
East Ridge	\$ 246,749
Eastview	\$ 22,735
Elizabethton	\$ 162,800

Cities/Towns	Allocation
Elkton	\$ 20,733
Englewood	\$ 31,783
Enville	\$ 17,101
Erin	\$ 29,004
Erwin	\$ 79,748
Estill Springs	\$ 37,254
Ethridge	\$ 20,317
Etowah	\$ 53,227
Fairview	\$ 115,065
Farragut	\$ 275,151
Fayetteville	\$ 92,100
Finger	\$ 18,151
Forest Hills	\$ 67,735
Franklin	\$ 924,150
Friendship	\$ 22,265
Friendsville	\$ 24,880
Gadsden	\$ 20,077
Gainesboro	\$ 25,492
Gallatin	\$ 484,558
Gallaway	\$ 22,079
Garland	\$ 18,260
Gates	\$ 21,696
Gatlinburg	\$ 57,232
Germantown	\$ 444,154
Gibson	\$ 19,223
Gilt Edge	\$ 19,978
Gleason	\$ 30,055
Goodlettsville	\$ 198,784
Gordonsville	\$ 28,621
Grand Junction	\$ 17,965
Graysville	\$ 32,287
Greenback	\$ 28,337
Greenbrier	\$ 89,967
Greeneville	\$ 177,920
Greenfield	\$ 37,823
Gruetli-Laager	\$ 34,015
Guys	\$ 19,759
Halls	\$ 37,615
Harriman	\$ 82,089
Harrogate	\$ 62,571
Hartsville/Trousdale County	
Henderson	\$ 84,551
Hendersonville	\$ 650,804
Henning	\$ 25,186
Henry	\$ 19,891
Hickory Valley	\$ 16,017
Hohenwald	\$ 56,717
Hollow Rock	\$ 22,429

Cities/Towns	Allocation
Hornbeak	\$ 20,142
Hornsby	\$ 17,866
Humboldt	\$ 104,179
Huntingdon	\$ 56,958
Huntland	\$ 24,234
Huntsville	\$ 28,884
Jacksboro	\$ 37,516
Jackson	\$ 750,125
Jamestown	\$ 38,041
Jasper	\$ 52,713
Jefferson City	\$ 104,649
Jellico	\$ 38,687
Johnson City	\$ 747,007
Jonesborough	\$ 76,389
Kenton	\$ 28,074
Kimball	\$ 30,853
Kingsport	\$ 607,194
Kingston	\$ 80,579
Kingston Springs	\$ 44,836
Knoxville	\$ 2,067,532
La Follette	\$ 88,172
La Grange	\$ 16,444
La Vergne	\$ 405,763
Lafayette	\$ 73,336
Lake City	\$ 34,409
Lakeland	\$ 153,314
Lakesite	\$ 35,394
Lawrenceburg	\$ 135,732
Lebanon	\$ 414,110
Lenoir City	\$ 117,012
Lewisburg	\$ 150,316
Lexington	\$ 101,312
Liberty	\$ 18,610
Linden	\$ 25,459
Livingston	\$ 59,299
Lobelville	\$ 24,715
Lookout Mountain	\$ 35,667
Loretto	\$ 34,376
Loudon	\$ 79,441
Louisville	\$ 60,306
Luttrell	\$ 26,816
Lynchburg, Moore County metro	
Lynnville	\$ 18,337
Madisonville	\$ 69,726
Manchester	\$ 135,765
Martin	\$ 129,704
Maryville	\$ 340,402
Mason	\$ 31,750

Cities/Towns	Allocation
Maury City	\$ 22,210
Maynardville	\$ 41,564
McEwen	\$ 33,939
McKenzie	\$ 73,150
McLemoresville	\$ 18,567
McMinnville	\$ 165,644
Medina	\$ 61,849
Medon	\$ 17,002
Memphis	\$ 5,000,000
Michie	\$ 21,838
Middleton	\$ 21,947
Milan	\$ 98,282
Milledgeville	\$ 17,888
Millersville	\$ 89,058
Millington	\$ 131,421
Minor Hill	\$ 20,810
Mitchellville	\$ 17,144
Monteagle	\$ 28,501
Monterey	\$ 46,707
Morrison	\$ 22,899
Morristown	\$ 345,336
Moscow	\$ 21,094
Mosheim	\$ 40,569
Mount Carmel	\$ 72,921
Mount Juliet	\$ 420,128
Mount Pleasant	\$ 68,577
Mountain City	\$ 41,663
Munford	\$ 81,838
Murfreesboro	\$ 1,622,207
Nashville-Davidson metro	\$ 5,000,000
New Hope	\$ 26,510
New Johnsonville	\$ 35,503
New Market	\$ 30,044
New Tazewell	\$ 44,748
Newbern	\$ 51,017
Newport	\$ 90,317
Niota	\$ 23,020
Nolensville	\$ 125,087
Normandy	\$ 16,608
Norris	\$ 32,527
Oak Hill	\$ 64,409
Oak Ridge	\$ 333,991
Oakdale	\$ 17,265
Oakland	\$ 106,301
Obion	\$ 26,389
Oliver Springs	\$ 52,352
Oneida	\$ 55,536
Orlinda	\$ 25,284

Cities/Towns	Allocation
Orme	\$ 16,203
Palmer	\$ 22,308
Paris	\$ 125,021
Parker's Crossroads	\$ 18,424
Parrottsville	\$ 18,206
Parsons	\$ 40,054
Pegram	\$ 37,626
Petersburg	\$ 21,214
Philadelphia	\$ 22,976
Pigeon Forge	\$ 83,555
Pikeville	\$ 34,048
Piperton	\$ 36,728
Pittman Center	\$ 21,236
Plainview	\$ 38,588
Pleasant Hill	\$ 21,083
Pleasant View	\$ 67,461
Portland	\$ 157,559
Powells Crossroads	\$ 29,869
Pulaski	\$ 98,117
Puryear	\$ 22,254
Ramer	\$ 18,238
Red Bank	\$ 144,539
Red Boiling Springs	\$ 27,385
Ridgely	\$ 32,757
Ridgeside	\$ 19,825
Ridgetop	\$ 38,381
Ripley	\$ 99,824
Rives	\$ 18,403
Rockford	\$ 24,322
Rockwood	\$ 74,354
Rogersville	\$ 62,888
Rossville	\$ 25,525
Rutherford	\$ 26,674
Rutledge	\$ 29,825
Saltillo	\$ 20,886
Samburg	\$ 17,199
Sardis	\$ 19,179
Saulsberry	\$ 15,996
Savannah	\$ 90,853
Scotts Hill	\$ 25,711
Selmer	\$ 61,947
Sevierville	\$ 202,274
Sharon	\$ 25,033
Shelbyville	\$ 256,803
Signal Mountain	\$ 109,157
Silerton	\$ 16,083
Slayden	\$ 17,243
Smithville	\$ 68,457



Cities/Towns	Allocation
Smyrna	\$ 579,393
Sneedville	\$ 29,759
Soddy-Daisy	\$ 164,003
Somerville	\$ 50,711
South Carthage	\$ 30,295
South Fulton	\$ 39,223
South Pittsburg	\$ 48,140
Sparta	\$ 69,146
Spencer	\$ 33,501
Spring City	\$ 35,251
Spring Hill	\$ 493,869
Springfield	\$ 204,025
St. Joseph	\$ 24,070
Stanton	\$ 19,595
Stantonville	\$ 17,856
Sunbright	\$ 20,678
Surgoinsville	\$ 34,256
Sweetwater	\$ 79,496
Tazewell	\$ 39,901
Tellico Plains	\$ 24,945
Tennessee Ridge	\$ 29,573
Thompson's Station	\$ 86,848
Three Way	\$ 33,468
Tiptonville	\$ 58,446
Toone	\$ 18,654
Townsend	\$ 20,055
Tracy City	\$ 30,284
Trenton	\$ 60,733
Trezevant	\$ 24,168
Trimble	\$ 21,685
Troy	\$ 29,453
Tullahoma	\$ 228,948
Tusculum	\$ 44,420
Unicoi	\$ 54,321
Union City	\$ 127,964
Vanleer	\$ 19,617
Viola	\$ 16,510
Vonore	\$ 31,980
Walden	\$ 38,588
Wartburg	\$ 25,109
Wartrace	\$ 22,604
Watauga	\$ 19,092
Watertown	\$ 31,663
Waverly	\$ 60,361
Waynesboro	\$ 41,466
Westmoreland	\$ 41,400
White Bluff	\$ 54,967
White House	\$ 153,270

Cities/Towns	Allocation
White Pine	\$ 40,667
Whiteville	\$ 63,752
Whitwell	\$ 33,928
Williston	\$ 19,125
Winchester	\$ 113,270
Winfield	\$ 26,006
Woodbury	\$ 46,608
Woodland Mills	\$ 18,906
Yorkville	\$ 17,790
<b>Total</b>	<b>\$ 45,282,959</b>

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
  - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
  - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
  - c) The funds received shall be placed in an interest bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
  - d) You must provide the tax identification number on this Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.
2. Return to the State agency head the this signed Letter of Agreement - We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of complete and accurate materials.

For payment status or any other questions, comments, or assistance needed to respond to this request, please contact [Direct.Grants@tn.gov](mailto:Direct.Grants@tn.gov) Please retain a copy of this letter for your records.

Please complete the following (should match information currently on file with the state's supplier maintenance system otherwise a new W9 must be submitted.)

Award Invoice Number: 2022 Local Gov DA Grant

Award Invoice Date: July 1, 2021

Award Amount Claimed \$ 345,336.00

City or County Executive Name Gary Chesney

City or County Name City of Morristown

Remit to Address 100 W. 1st North Street

Morristown, TN 37814

On behalf of City of Morristown, I hereby agree to the  
aforementioned terms and conditions.

Official's Signature

Gary Chesney

Official's Name (please print)

(423) 581-0100

Daytime Contact Phone Number

7/6/2021

Date

Mayor

Official's Title or Position

62-6000369

Federal Taxpayer Identification Number

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

THIS AGREEMENT made the 1st of July, 2021 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, 2021 to June 30, 2022. 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: \_\_\_\_\_

## TEMPORARY WORKSPACE AGREEMENT

City Of Morristown, Tennessee, (hereinafter called "Grantor", whether one or more) for and in consideration of the sum of one thousand Dollars & 00/100 Dollars (\$ 1,000.00) hereby gives and grants to **East Tennessee Natural Gas, LLC**, a Tennessee limited liability company (hereinafter called "Grantee"), its agents, servants, and employees permission and license to enter Grantor's premises (re Tax Map/Parcel 062/005.00, more particularly described by that certain deed recorded in Deed Book /Page , in the office of the Register of Deeds for Hamblen County, Tennessee (the "Premises").

Grantor and Grantee understand that Grantee's entry onto the Premises is in connection with its pipeline safety/maintenance project entitled 2021 East Tennessee Recalibration (the "Work"), subject to the following conditions:

1. Grantee owns, operates and maintains pipeline facilities over, across, under and along its existing 50' wide right-of-way and easement traversing the Premises, granted to it by that certain Right of Way Agreement from John W. Penland, Sr. and Kate Penland, husband and wife, life tenants, John W. Penland, Jr., dated 12/4/1951, as recorded in DB/Page \_\_\_\_\_, in the office of the Register of Deeds for Hamblen County, Tennessee.
2. The portion of the Premises used for the Work as permitted and licensed by this Temporary Workspace Agreement will be restricted to an area identified as the "Temporary Work Space" = 0.22 acre ± as depicted on that certain Field Sketch prepared by Mott MacDonald on 4/2021, attached hereto as Exhibit "A" and made a part hereof.
3. Ingress and egress shall be at the existing pipeline crossing located at Progress Pkwy.
4. The said use of the Premises will be restricted to a period of time commencing with the date of this Agreement and ending upon completion of the Work and restoration, or September 30, 2022, whichever occurs first.
5. That no pipeline or appurtenance thereto shall be laid on, in, over, or across the Temporary Workspace.
6. Grantee hereby agrees to restore the Premises to as good or better condition which prevailed prior to Grantee's entry to perform the Work, insofar as is practicable, including applications of fertilizer, seed and mulch, as applicable. Contractor will de-compacted construction workspace before seeding lawn. Grantor/Tenant specifies the following seed mixture \_\_\_\_\_.

7. It is mutually understood and agreed that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.
8. The rights, title, and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
9. In cultivated fields and lawns, Contractor will remove rocks unearthed during construction so as to leave the disturbed area in the same condition as the adjacent area. In cultivated fields and lawns, Contractor will remove rocks unearthed during construction so as to leave the disturbed area in the same condition as the adjacent area.
10. Topsoil segregation will be in cultivated fields, pasture and residential lawn areas.
11. Grantee agrees to restore all fences and gates disturbed during pipeline construction activities.

IN WITNESS HEREOF, this instrument is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES:

GRANTOR: City Of Morristown, Tennessee

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

ITS: \_\_\_\_\_



U:\Enbridge\507103720\_ETNG\_2021\_Improvements\Projects\c02\_BOYD TO FLATWOOD\Working\Site\apn04\BOYD-C-1030.dwg -- PLOT TIME: 4/1/2021 11:22 AM

#### GENERAL NOTES

1. ALL DESIGN, FABRICATION, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 49, PART 132 OF THE CODE OF FEDERAL REGULATIONS, "TRANSPORTATION OF NATURAL GAS BY PIPELINE" INCLUDING SPECIFIC REQUIREMENTS DEFINED BY ASME B31.8 "GAS TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS".
2. ALL WELDS SHALL BE 100% RADIOGRAPHICALLY INSPECTED. ALL WELDING AND NON-DESTRUCTIVE EXAMINATION OF WELDS SHALL MEET THE REQUIREMENTS OF API-1104.
3. ALL FABRICATION, INSTALLATION, TESTING AND COMMISSIONING SHALL MEET THE REQUIREMENTS OF THE COMPANY'S SPECIFICATIONS AND DRAWINGS UNLESS OTHERWISE APPROVED BY THE COMPANY'S AUTHORIZED REPRESENTATIVE IN WRITING.
4. EXISTING CONDITIONS AND PROPERTY INFORMATION COPILED FROM INFORMATION PROVIDED BY MOTT MACDONALD COORDINATE SYSTEM: NAD 83 TENNESSEE STATE PLANE ELEVATION DATUM: NAVD 86
5. UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES OR OTHER STRUCTURES ARE SHOWN ON THIS PLAN.

#### CONSTRUCTION NOTES

1. EXCAVATE WITH CAUTION! EXACT LOCATIONS OF EXISTING UNDERGROUND PIPES AND UTILITIES ARE UNKNOWN.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRING EXISTING CATHODIC PROTECTION/ CORROSION MPSES, CABLES, ANODES AND OTHER COMPONENTS IF DAMAGED DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF DIMENSIONS, ANGLES AND THINNING OF ELLS/ PIPE AS NECESSARY.
4. ANY NECESSARY TRENCH DEWATERING TO BE DIRECTED TO FILTER BAGS OR EQUIVALENT IN MANNER SO AS NOT TO CAUSE EROSION/ SEDIMENTATION.
5. ALL CONCRETE SUPPORTS SHALL REST ON UNDISTURBED SOIL.

#### ENVIRONMENTAL NOTE

1. THE FINAL IMPLEMENTATION AND LOCATION OF EROSION AND SEDIMENT CONTROLS WILL BE DETERMINED BY AN ETNG INSPECTOR.
2. NO TRIMMING OR CLEAVING OF TREES WITHIN THE WORKSPACE BOUNDARY.

#### WORKSPACE UTILIZATION

LAND OWNER  
TEMPORARY WORKSPACE = 0.22 AC.

#### LEGEND

- PROPOSED HYDROTEST SECTION
- TEMPORARY WORKSPACE
- WORKSPACE LIMIT
- EXISTING PIPELINE
- PIPELINE PERMANENT EASEMENT LIMIT
- EXISTING FENCE
- POWER LINE
- TREE LINE

THIS DRAWING IS A COPY OF THE ORIGINAL SIGNED AND SEALED DRAWING ISSUED ON APRIL 15, 2021.

JESSE MATHEWS  
TENNESSEE LIC.  
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## **Inspection and Maintenance Agreement**

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

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

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

THIS AGREEMENT, made and entered into this 19th day of May, 2021, by and between Hudson Morristown Real Property 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 Honda of Morristown  
040 040.01 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)  
Hamblen County, TN, Deed Book 1663 Page 142, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Honda of Morristown  
(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:

Hudson Morristown Real Property, LLC  
Company/Corporation/Partnership Name (Seal)

By: 

David R. Hudson  
(Type Name)

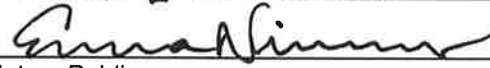
Manager  
(Type Title)

State of SOUTH CAROLINA

County of BERKELEY

The foregoing Agreement was acknowledged before me this 19<sup>TH</sup> day of MAY, 2021,

by DAVID R. HUDSON

  
Notary Public

My Commission Expires 12/28/2028



Approved as to form:

Approved by the City:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

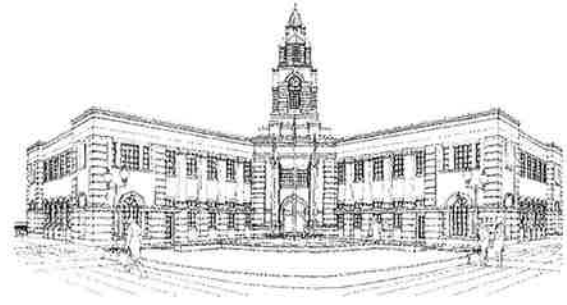
\_\_\_\_\_  
Date



# Morristown Police Department

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ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt

Date: July 2, 2021

Re: Entry Level Patrol Officer

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I request to hire two entry level patrol officers at the July 6th council meeting. Attached is the current civil service roster of eligible candidates. For two positions, we may consider any of the top five candidates. These positions are to backfill current vacancies. Employment will be contingent upon successful completion of all pre-employment qualifications.

Thank you.

## CIVIL SERVICE BOARD

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P O BOX 1499 \* MORRISTOWN, TN 37816

### POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on June 29, 2021 to Reflect Recent Testing, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Jason Alexander	6/30/2022
2	Sebastian Barnes	6/30/2022
3	Jordan Bryant	2/28/2022
4	Brandon Dean	6/30/2022
5	Josh Sauls	2/28/2022

For the Civil Service Board



Lee Parker, Chairman

**City of Morristown Line Item Transfer**

DOCUMENT NO. 2107  
 FUND NO. General Fund #110  
 FY 2021  
 Date 6/24/2021

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>###-####-###</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41640-399	Information Technology - Other Contracted Services	32,600	6,000	38,600
2	110-41640-429	Information Technology - General Operating Supplies	750	1,750	2,500
3	110-41640-964	Information Technology - Computer Processing	68,325	5,000	73,325
4	110-41640-355	Information Technology - Office Equipment	124,214	(12,750)	111,464
5	110-41650-112	Human Resources - Overtime	500	900	1,400
6	110-41650-399	Human Resources - Other Contracted Services	6,762	5,000	11,762
7	110-41650-378	Human Resources - Education, Seminars & Training	10,000	(5,900)	4,100
8	110-41655-112	Risk Management - Overtime	0	300	300
9	110-41655-378	Risk Management - Education, Seminars & Training	1,500	1,100	2,600
10	110-41655-411	Risk Management - Office Supplies & Materials	1,000	1,000	2,000
11	110-41655-383	Risk Management - Travel Business Expense	2,000	(1,500)	500
12	110-41640-433	Risk Management - Vehicle Parts/Oil/Fluid/Tires	1,250	(900)	350
13	110-41710-310	Codes Enforcement - Postal Service	3,800	2,000	5,800
14	110-41710-355	Codes Enforcement - Computer/Data Processing	4,500	2,500	7,000
15	110-41710-399	Codes Enforcement - Other Contracted Services	35,000	(3,500)	31,500
16	110-41710-431	Codes Enforcement - Gas/Diesel	5,000	(1,000)	4,000
17	110-42110-399	Police Administration - Other Contracted Services	750	3,000	3,750
18	110-42110-214	Police Administration - Employee Health Insurance	90,270	(3,000)	87,270
19	110-42120-112	Police - Patrol & Traffic - Overtime	140,000	16,000	156,000
20	110-42120-119	Police - Patrol & Traffic - Holiday Pay	99,000	4,400	103,400
21	110-42120-378	Police - Patrol & Traffic - Education Seminars & Training	25,000	12,500	37,500
22	110-42120-433	Police - Patrol & Traffic - Vehicle Parts/Oil/Fluid/Tires	65,000	20,000	85,000
23	110-42120-111	Police - Patrol & Traffic - Salaries & Wages	2,402,166	(22,900)	2,379,266
24	110-42120-431	Police - Patrol & Traffic - Gasoline & Diesel Fuel	130,000	(30,000)	100,000
25	110-42130-112	Police Investigation - Overtime	33,000	1,500	34,500
26	110-42130-219	Police Investigation - Workers Compensation Insurance	16,315	10,000	26,315
27	110-42130-111	Police Investigation - Salaries & Wages	809,023	(11,500)	797,523
28	110-42171-112	Narcotics & Vice - Overtime	31,500	7,000	38,500
29	110-42171-213	Narcotics & Vice - TCRS	70,474	1,770	72,244
30	110-42130-111	Police Investigation - Salaries & Wages	809,023	(8,770)	800,253
31	110-42400-111	Inspections - Salaries & Wages	286,363	10,000	296,363
32	110-42400-214	Inspections - Employee Health Insurance	82,436	(10,000)	72,436
33	110-43130-399	Fleet Maintenance - Other Contracted Services	20,900	10,000	30,900
34	110-43130-433	Fleet Maintenance - Vehicle Parts/Oil/Fluid/Tires	3,400	2,800	6,200
35	110-43130-112	Fleet Maintenance - Overtime	25,000	(2,800)	22,200
36	110-43130-999	Fleet Maintenance - Other Capital Outlay	10,000	(10,000)	-
37	110-43140-219	Public Works - Street Repairs & Maintenance - Workers Compensation Insurance	20,170	9,000	29,170
38	110-43140-689	Public Works - Street Repairs & Maintenance - Other Miscellaneous Expenses	0	3,450	3,450
39	110-43140-362	Public Works - Street Repairs & Maintenance - Repair/Maint Operations Equipme	50,000	(12,450)	37,550

LINE ITEM	ACCOUNT NO. ###-####-####	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
40	110-43150-429	Public Works - Street Lights & Signs - General Operating Supplies	30,000	18,000	48,000
41	110-43150-399	Public Works - Street Lights & Signs - Other Contracted Services	30,395	(18,000)	12,395
42	110-43160-399	Public Works - Brush & Bulk - Other Contracted Services	4,000	9,500	13,500
43	110-43160-429	Public Works - Brush & Bulk - General Operating Supplies	3,000	4,000	7,000
44	110-43160-433	Public Works - Brush & Bulk - Vehicle Parts/Oil/Fluid/Tires	95,000	25,000	120,000
45	110-43160-510	Public Works - Brush & Bulk - General Liability Insurance	14,388	3,200	17,588
46	110-43160-112	Public Works - Brush & Bulk - Overtime	15,000	(8,500)	6,500
47	110-43160-214	Public Works - Brush & Bulk - Employee Health Insurance	180,626	(18,500)	162,126
48	110-43160-362	Public Works - Brush & Bulk - Repair/Maint Operations Equipment	25,000	(14,700)	10,300
49	110-43175-112	Public Works - Communication Shop - Overtime	15,000	2,000	17,000
50	110-43175-214	Public Works - Communication Shop - Employee Health Insurance	29,631	3,250	32,881
51	110-43140-455	Public Works - Street Repairs & Maintenance - Crushed Stone & Sand	25,000	(5,250)	19,750
52	110-43190-399	Public Works - Traffic Devices - Other Contracted Services	8,500	4,000	12,500
53	110-43190-360	Public Works - Traffic Devices - Repairs & Maint Communications	4,000	(4,000)	-
54	110-44410-345	Parks & Recreation - Administration - Telephone Services	8,500	4,100	12,600
55	110-44410-383	Parks & Recreation - Administration - Travel Expenses	3,500	(3,500)	-
56	110-44410-431	Parks & Recreation - Administration - Office Equipment	31,000	(600)	30,400
57	110-44430-114	Parks & Recreation - Maintenance - Wages & Salaries Temp. Emp.	123,000	35,600	158,600
58	110-44430-210	Parks & Recreation - Maintenance - FICA	29,329	4,000	33,329
59	110-44430-219	Parks & Recreation - Maintenance - Workers Comp Insurance	14,074	500	14,574
60	110-44430-378	Parks & Recreation - Maintenance - Education Seminars & Training	0	1,500	1,500
61	110-44430-433	Parks & Recreation - Maintenance - Vehicle/Parts/Oil/Fluid/Tires	20,000	12,000	32,000
62	110-44420-399	Parks & Recreation - Playgrounds & Programs - Other Contracted Services	85,645	(53,600)	32,045
63	110-45160-337	Natural Resource Maintenance - Landscaping	12,000	4,000	16,000
64	110-45160-429	Natural Resource Maintenance - General Operating Supplies	1,400	2,000	3,400
65	110-45160-433	Natural Resource Maintenance - Vehicle/Parts/Oil/Fluid/Tires	1,810	1,600	3,410
66	110-45160-971	Natural Resource Maintenance - Motor Equipment	53,000	5,000	58,000
67	110-45160-399	Natural Resource Maintenance - Other Contracted Services	127,000	(12,600)	114,400
68	110-81000-610	Other Agencies - Animal Control	137,000	40,000	177,000
69	110-81000-619	Other Agencies - Emergency Management Agency	30,000	10,000	40,000
70	110-81000-620	Other Agencies - TIFF Payments	392,090	(50,000)	342,090
<b>COLUMN TOTALS</b>			<b>\$ 7,065,879</b>	<b>\$ -</b>	<b>\$ 7,065,879</b>

**JUSTIFICATION / EXPLANATION FOR REQUEST:**

Line item transfers for Fiscal Year ending June 30, 2020. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE

*Michelle Wozniak*

6.24.21

ACCOUNTING MANAGER

APPROVED / DATE

*[Signature]*

6.24.21

ASSISTANT CITY ADMINISTRATOR

APPROVED / DATE

*[Signature]*

CITY ADMINISTRATOR



State of Tennessee  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**DIVISION OF WATER RESOURCES**  
Knoxville Environmental Field Office  
3711 Middlebrook Pike  
Knoxville, Tennessee 37921  
Phone: 865-594-6035    Statewide 1-888-891-8332

July 2, 2021

**CERTIFIED MAIL RETURN RECEIPT**  
#

The Honorable Gary Chesney  
Mayor, City of Morristown  
e-copy: mpoteet@mymorristown.com  
P.O. Box 1499  
100 West 1st North St  
Morristown, TN 37816

Subject: **Compliance Evaluation Inspection – Small MS4  
National Pollutant Discharge Elimination System  
NPDES Permit Tracking No. TNS076031  
Morristown, Hamblen County, Tennessee**

Dear Mayor Chesney:

On June 23, 2021, Valerie McFall, with the Tennessee Department of Environment and Conservation, Division of Water Resources (Division), conducted a compliance evaluation inspection of the Pollution Prevention/Good Housekeeping for Municipal Operations of the City of Morristown's Municipal Separate Storm Sewer System (MS4) Program. The purpose of the inspection was to determine compliance with the *NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems* (permit). During the inspection, Division staff met with Michael Poteet, Storm Water Coordinator, and Jim Whitbeck, Engineering Technician, for the MS4 Program. The inspection included a review of procedures and records, as well as an inspection of the Public Works Facility.

**Minimum Control Measure 6 – Pollution Prevention/Good Housekeeping for Municipal Operations (Permit Section 4.2.6)**

The small MS4 permit requires the permittee to develop and implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. The program must include operation and maintenance plans for all applicable municipal operations. In addition, an employee training program should be implemented for employees responsible for municipal operations at facilities within the jurisdiction that handle, generate and/or store materials which constitute a potential pollutant of concern for MS4s.



The MS4 has implemented an operation and maintenance program for stormwater system field activities and facilities, including a training program for employees. The MS4's operation and maintenance plans included information and documentation related to all the MS4's facility operations maintenance and staff responsibilities.

As part of determining compliance with this minimum control measure, the MS4's Public Works Facility located at 4360 Durham Landing was inspected. The MS4 took occupancy of the newly completed facility this year. All stormwater drains to one outfall. The stormwater runoff enters a water quality unit before discharging into a large detention pond. The water quality unit is serviced quarterly. Several garages and sheds provide stormwater protection for the MS4 vehicles, machinery, and stored materials. Several covered garbage receptacles were available throughout the facility. No oil stains, trash, or debris were observed within the facility. Staff is currently working on updating the operation and maintenance plan for the new facility.

This MCM has been developed and implemented.

Once again, the Division greatly appreciates the time and commitment from your staff in preparation of and during the inspection. Compliance with permit requirements helps ensure discharges are protective of water quality. If you have any questions or concerns with regard to the MS4 permit or this inspection, please contact me at (865) 606-3696 or by E-Mail at [valerie.mcfall@tn.gov](mailto:valerie.mcfall@tn.gov).

Sincerely,



Valerie McFall  
Environmental Consultant

cc: Michael Poteet, Storm Water Coordinator, [mpoteet@mymorristown.com](mailto:mpoteet@mymorristown.com)  
Jim Whitbeck, Engineering Technician, [jwhitbeck@mymorristown.com](mailto:jwhitbeck@mymorristown.com)  
Ann Morbitt, Division of Water Resources, [Ann.Morbitt@tn.gov](mailto:Ann.Morbitt@tn.gov)  
Valerie McFall, Division of Water Resources, [Valerie.McFall@tn.gov](mailto:Valerie.McFall@tn.gov)  
Shari Winburn, Division of Water Resources, [Shari.Winburn@tn.gov](mailto:Shari.Winburn@tn.gov)  
Michael Atchley, Division of Water Resources, [Michael.Atchley@tn.gov](mailto:Michael.Atchley@tn.gov)  
Knoxville Environmental Field Office