

**WORK SESSION**  
**May 2, 2023**  
**4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**May 2, 2023**  
**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Chris Dotson, Morristown Police Dept. Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. April 18, 2023

9. **OLD BUSINESS**

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

1. Resolution No. 2023-05 Plan of Services  
Resolution Adopting a Plan of Services for the annexation of 4126  
Marthas Vineyard.

2. Ordinance No. 4743  
Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property being Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee (4126 Marthas Vineyard).
3. Ordinance No. 4744  
Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032047E C 01400 and 032047E C 00804 (located on Collinson Ford Road) from IB (Intermediate Business District) to R-2 (Medium Density Residential District).

## **10. NEW BUSINESS**

### **10-a. Resolutions**

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

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

1. Acknowledge receipt of qualifications, and authorize the City Administrator to negotiate an agreement with Champion Data Systems (Champ) in an amount not to exceed \$40,000 for the design, hardware and software procurement, installation, and implementation of a system enabling the recording and streaming of City Council meetings, including agenda and minutes integration.
2. Authorize the purchase of the Tyler Content Manager software as a service from Tyler Technologies with implementation and first year of service in an amount not to exceed \$14,594 and an annual recurring fee of \$6,794.
3. Authorize the purchase of the Enterprise Asset Manager/Work Order System license and software as a service from Tyler Technologies with implementation and first year of service in an amount not to exceed \$71,177 and an annual recurring fee of \$16,077.
4. Authorize the purchase of the Rec Desk software as a service for the Parks & Recreation Department in an amount of \$7,300 per year.
5. Approval of the Community Development Block Grant CDBG Annual Action Plan for the 2023-2024 Plan Year.

6. Approval of Environmental Systems Research Institute, Inc. (ESRI) Contract for three (3) year term in the amount of \$56,700 per year for a total contract price of \$170,100 for the Morristown-Hamblen Geographic Information System.
7. Approve an 18-month lease of Lot 69R1 with AllWaste Onsite, LLC, consisting of 6.6564 acres in the East Tennessee Valley Industrial District at \$5,000 per month with an option for the lessee to purchase the property any time during the duration of the lease or at the conclusion of the lease for \$14,000 per acre.

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

1. City Council appointment(s) or reappointment(s) to the Property Maintenance Board of Appeals for a three (3) year term to expire June 1, 2026; terms expiring Debra Williams.
2. Mayor or Mayor's Designee to the Morristown-Hamblen Humane Society (appointed annually) term to expire on May 15, 2023; term expiring Willie Santana.
3. Mayor appointment to the Morristown Regional Planning Commission to fill the unexpired term of William Thompson; term expiring March 1, 2024.

**10-e. New Issues**

1. Council consideration of Christmas Holiday.

**11. CITY ADMINISTRATOR'S REPORT**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**WORK SESSION  
May 2, 2023**

1. No Work Session Scheduled

## City Council Meeting/Holiday Schedule.

May 2, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2023	Monday	5:00 p.m.	Sine Die Council Meeting
May 12, 2023	Friday	9:00 a.m.	City Council Work Session – Morristown Landing 4355 Durham Landing
May 16, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 16, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2023	Monday		City Center Closed – Observance of Memorial Day
June 6, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
June 6, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 6, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 20, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2023	Tuesday		City Center Closed – Observance of Independence Day
July 6, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 6, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 15, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 4, 2023	Monday		City Center Closed – Observance of Labor Day
September 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 3, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
October 3, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 17, 20223	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2023	Monday		City Employee's Holiday – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN**

**April 18, 2023  
5:00 p.m.**

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, April 18, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo and Kay Senter. Absent; Ken Smith.

Captain Charles Letterman, Morristown Police Dept. Master Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the April 18, 2023 agenda as presented. Councilmember Garrett 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. Linda Noe and Rob Burke spoke.

Councilmember A'Hearn made a motion to approve the April 4, 2023 minutes as circulated. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Ordinance No. 4743 on its first reading and schedule a public hearing relative to final passage of said ordinance for May 2, 2023. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4743**

**Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property being Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee.**

Councilmember Senter made a motion to approve Ordinance No. 4744 on its first reading and schedule a public hearing relative to final passage of said ordinance for May 2, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4744**

**Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032047E C 01400 and 032047E**



**C 00804 (located on Collinson Ford Road) from IB (Intermediate Business District) to R-2 (Medium Density Residential District).**

Councilmember Pedigo made a motion to approve Change Order No. 1 to the contract with Motorola Solutions to de-scope certain services from the Public Safety Radio project. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve MCC SFM, LLC, acting as the City’s agent at the Morristown Landing, to enter into a Sponsorship Agreement with Morristown Utilities. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to acknowledge the receipt of proposals for Audio Visual and Production services and reject all proposals. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the quote from Bryx, Inc and authorize the Fire Department to purchase of a Station Alerting System via a Savvik Cooperative Purchasing Agreement totaling \$205,000.00 (which includes equipment, installation, software, maintenance and service), with a recurring annual total of \$15,000 for 24/7/365 maintenance and service. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to accept the quote from Axon Enterprise, Inc and authorize the City Administrator to enter into a 63-month agreement with Axon Enterprise to provide body worn camera equipment, software, and cloud storage for the Police Department via a Sourcewell Cooperative Purchasing Agreement totaling \$441,863.59. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to accept the quote from Recreonics and authorize staff to make a one-time purchase of a WIBIT Fitness track to include accessories for the Morristown Landing Recreation and Event’s Center via sole source, totaling \$17,499.00. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to accept the bid for the replacement and installation of Talley Ward Recreational Center windows, award the bid to Holston Glass Company, and authorize the City Administrator to enter into an agreement with Holston Glass Company not to exceed \$68,228.00. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to accept the bid for the Talley Ward Recreational Center sewer repair, award the bid to King General Contractors, Inc. and authorize the City Administrator to enter into an agreement with King General Contractors, Inc. totaling \$96,103.80. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion of the approval of Surplus (Retirement) of one Police Department K-9. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to reappointment Tim Dyke, Jerry Burke and Keving Rogers to the Construction Board of Adjustments, Appeals and Examiners for a three (3) year term to expire May 1, 2026. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to appoint Larry Reneau to the Construction Board of Adjustments, Appeals and Examiners to fill the unexpired term of Robert T. Russell; term expiring May 1, 2025. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to name the new connector road between Durham Landing and Veterans Parkway as “Evelyn Johnson Way” in recognition of Evelyn Stone Bryan Johnson. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Gary Chesney adjourned the April 4, 2023, Morristown City Council meeting at 5:37 p.m.

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Mayor

Attest:

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City Administrator

## **PLAN OF SERVICES**

### **RESOLUTION NO. 2023-5**

#### **RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4126 MARTHAS VINEYARD.**

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 Lots 31 & 32 of the Rinda J. Stubblefield plat, currently addressed as 4126 Marthas Vineyard, 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.

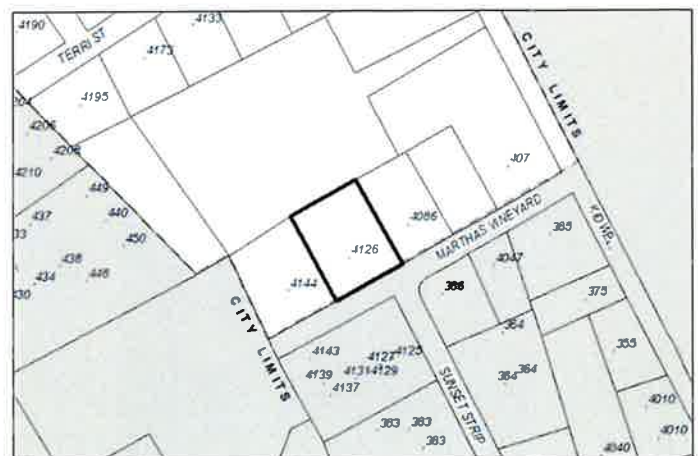
**Section II.** This Resolution shall become effective from and after its adoption.

Passed on this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews  
DATE: April 18th, 2023  
REQUEST: Annexation Request

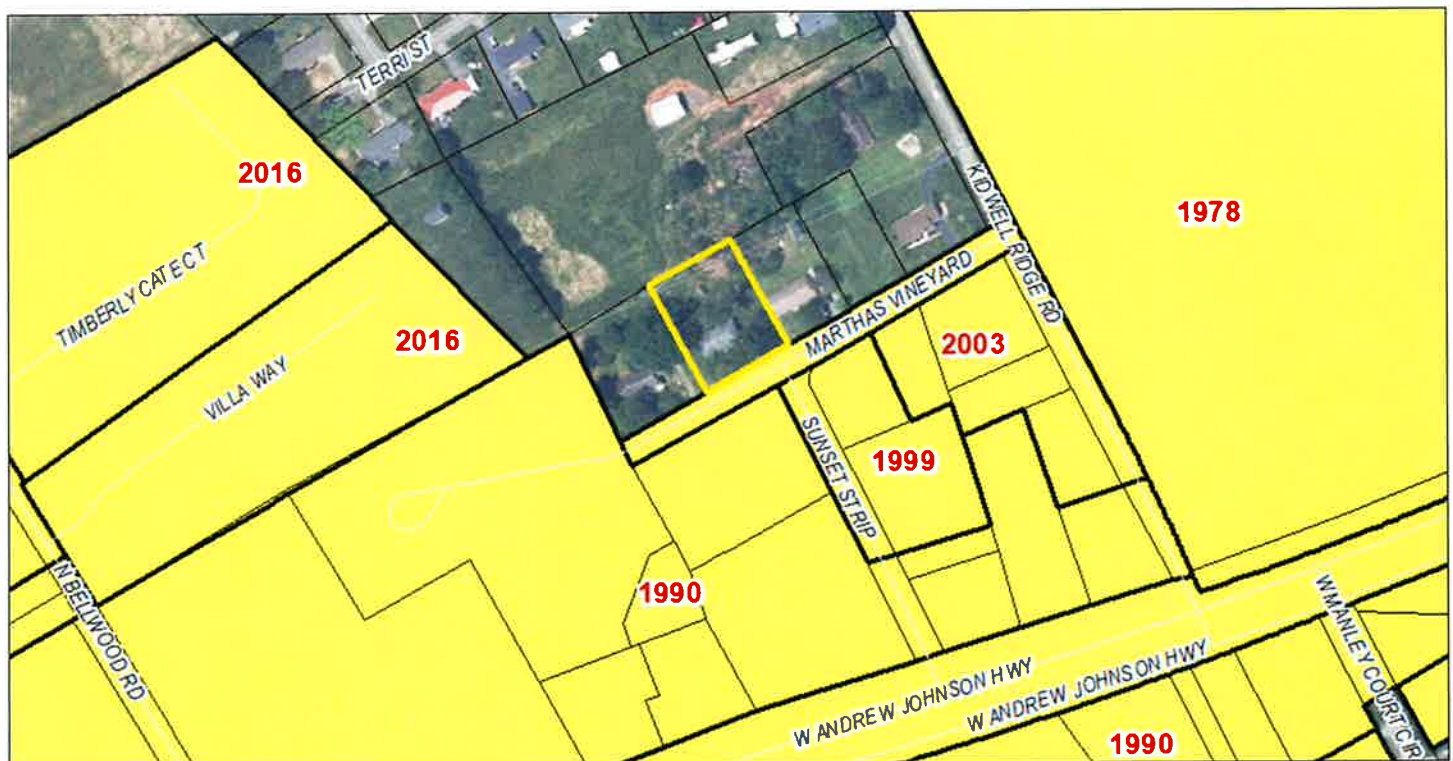
Staff has received a request for annexation of 4126 Martha's Vineyard, a single-family residential lot, into the corporate limits of the City of Morristown property owner Vinodrai Patel. The property, part of the Stubblefield Property Subdivision, originally platted in 1955, is located just off of West Andrew Johnson Highway, east of the Honda Dealership.

Housing within this subdivision was built in the early 1960's using underground waste disposal (septic) systems. As can happen with these older systems, they can begin to deteriorate and fail, and be quite costly to replace. As there is already sanitary sewer and water service (provided by Morristown Utilities) along Martha's Vineyard, and, Mr. Patel's property is within the Urban Growth Boundary area, and contiguous with existing City limits, this request is fully supported by Staff. Staff has also sent letters to several of the adjoining lots to peak any interest the neighbors may have in being annexed into the City, specifically those who may be experiencing faulty septic systems.

Along with sanitary sewer and water service, Morristown Utilities will be providing electrical service as well, and, can provide fibrenet service should the applicant request it.

### RECOMMENDATION:

The Planning Commission at their April 11<sup>th</sup> meeting voted to forward this request and plan of services on to City Council for approval.



Graphic shows subject location and surrounding City boundary with annexation year in red

ORDINANCE NO. 4743  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE  
SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN  
TENNESSEE;

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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:

*Being Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee;*

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative as provided for in Chapter 113, The 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 April 2023.

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Mayor

ATTEST:

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City Administrator





# The City of Morristown

## Community Development & Planning

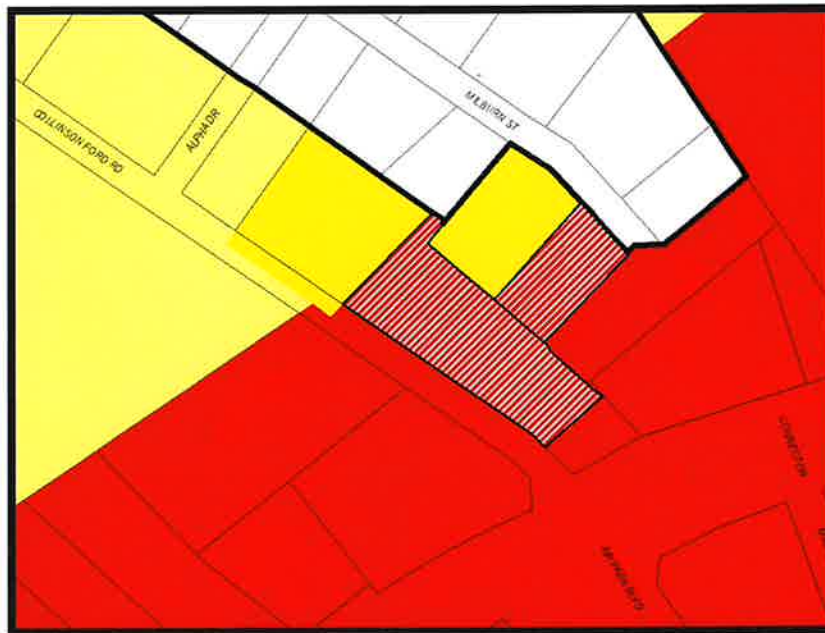


TO: Morristown City Council  
FROM: Josh Cole, Senior Planner  
DATE: April 18<sup>th</sup>, 2023  
SUBJECT: Rezoning Request from IB to R-2  
Collinson Ford Road

### **BACKGROUND:**

Staff has received a request from the property owner, Jackson Properties & Rentals LLC, to rezone two parcels located on Collinson Ford Road from IB (Intermediate Business District) to R-2 (Medium Density Residential District). The subject parcels contain multifamily residential buildings which means that it is currently a non-conforming use because the IB district only allows residential uses above the ground floor of commercial buildings.

The subject parcels have R-2 zoning to the north and east with both containing residential uses, IB to the south and east with a hotel and commercial property, and IB property is also to the west across Collinson Ford Road containing additional commercial uses.



### **RECOMMENDATION:**

As noted above, the two parcels are zoned IB but contain residential uses and they are surrounded by similar uses to the north. Thus, staff recommends the rezoning to R-2 and Planning Commission voted in support of this request by a 9-0 margin.



ORDINANCE NO. 4744

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

*{Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032047E C 01400 and 032047E C 00804 from IB (Intermediate Business District) to R-2 (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 IB (Intermediate Business District) to R-2 (Medium Density Residential District),

*BEGINNING at the eastern boundary of Collinson Ford right-of-way, Parcel 014.00 of Hamblen County Tax Map 047E, and Parcel 015.00 of Hamblen County Tax Map 047E and heading in a northeasterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 015.00 of Hamblen County Tax Map 047E to the point of intersection of Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 015.00 of Hamblen County Tax Map 047E, Parcel 008.01 of Hamblen County Tax Map 047E and Parcel 008.02 of Hamblen County Tax Map 047E; Thence heading in a northwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 008.02 of Hamblen County Tax Map 047E to the point of intersection Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 008.02 of Hamblen County Tax Map 047E, and Parcel 008.04 of Hamblen County Tax Map 047E; Thence in a northeasterly direction along the common boundary shared by Parcel 008.02 of Hamblen County Tax Map 047E and Parcel 008.04 of Hamblen County Tax Map 047E to the point of intersection between Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.02 of Hamblen County Tax Map 047E, and the western boundary of the Milburn Street right-of-way; Thence in a northwesterly direction along the common boundary shared by Parcel 008.04 of Hamblen County Tax Map 047E and the Milburn Street right-of-way to the point of intersection of Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.00 of Hamblen County Tax Map 047E, and the Milburn Street right-of-way; Thence in a southwesterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 008.041 of Hamblen County Tax Map 047E to the point of intersection of Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.00 of Hamblen County Tax Map 047E, and Parcel 014.00 of Hamblen County Tax Map 047E; Thence in a northwesterly direction followed by a northeasterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 014.00 of Hamblen County Tax Map 047E to the point of intersection between Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E, and Parcel 009.01 of Hamblen County Tax Map 047E; Thence in a northwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 009.01 of Hamblen County Tax Map 047E to the point of intersection between Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 009.01 of Hamblen County Tax Map 047E, and Parcel 013.00 of Hamblen County Tax Map 047E; Thence in a southwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 013.00 of Hamblen County Tax Map 047E to the point of intersection between Parcel 013.00 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E, and the eastern boundary of the Collinson Ford Road right-of-way; Thence in a southeasterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and the Collinson Ford right-of-way 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 (R-2) 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 18th day of April 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

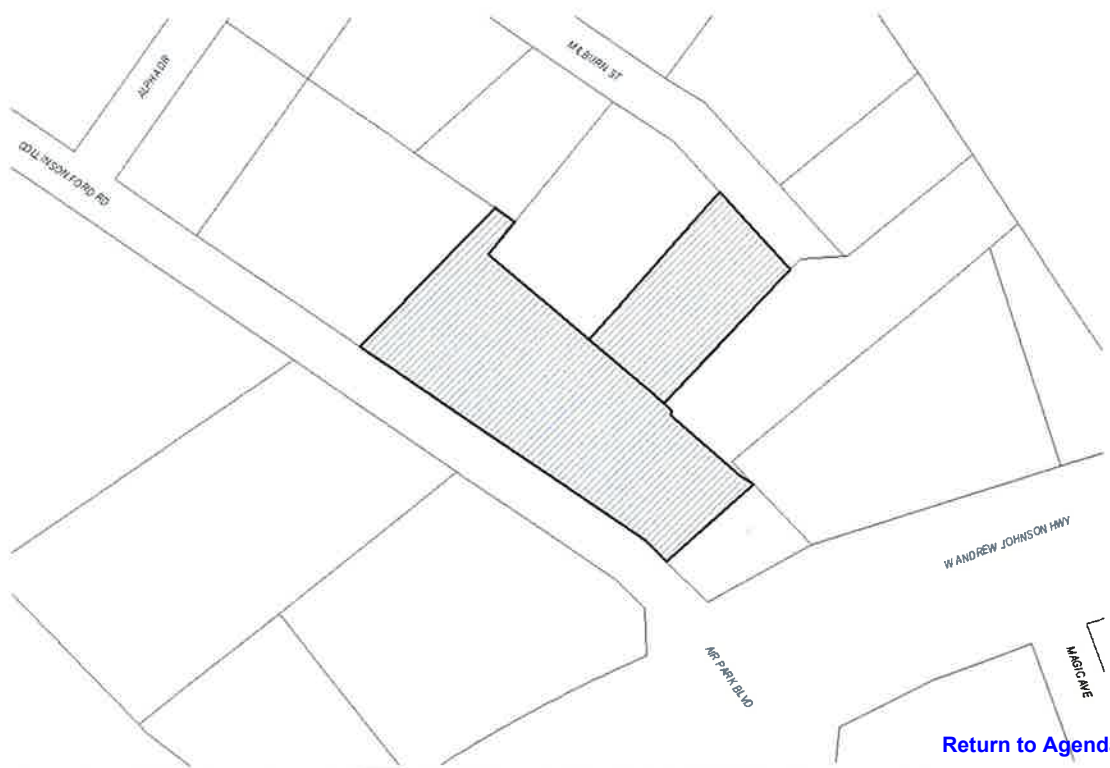
Passed on second and final reading the 2nd day of May 2023

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:





## Morristown City Council Agenda Item Summary

**Date:** May 2, 2023

**Agenda Item:** Acknowledge receipt of qualifications, and authorize the City Administrator to negotiate an agreement with Champion Data Systems (Champ) in an amount not to exceed \$40,000 for the design, hardware and software procurement, installation, and implementation of a system enabling the recording and streaming of City Council meetings, including agenda and minutes integration.

**Prepared By:** Andrew Ellard

**Subject:** Audio/Visual Services RFQ

**Background:** On April 25, six submissions were opened relative to this solicitation.

**Findings/Current Activity:**

Some submissions did not appear to have any agenda integration solution. One submission seemed to be more of an agenda development solution and was unclear whether or not the City would still be left to purchase hardware separately. Champ was the only submission that clearly addresses both the hardware and the software (agenda integration) pieces. From the submission and references contacted, the Champ approach seems to be very effective without being too heavily focused on complicated hardware and is more of a turnkey solution.

**Financial Impact:**

It is anticipated that ongoing annual costs starting year 2 will not exceed \$7,500, which include all manner of technical support and ongoing training and upgrades.

Though we did not request pricing information (as this was simply an RFQ), we can confirm from contact with references that the pricing listed in their submission is in line with what we heard from references. Some references even mentioned versions scaled down from this version that were slightly less cost. The authority to move forward as stated above is intended to provide some flexibility should there be other valuable options brought to our attention in the design process that should be incorporated as well.

**Action options/Recommendations:** Staff recommends approval.

**Attachment:** Qualification Submission from Champ

City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**REQUEST FOR QUALIFICATIONS**

Office of Finance  
100 West First North Street  
Morristown, TN 37814

**INTRODUCTION**

The City of Morristown is requesting qualifications from vendors experienced in the design and setup of audio-visual systems with online streaming and digital recording capabilities, and the integration of such systems with agenda management functions. The City seeks to engage a qualified vendor in order to establish such a system and functionality in its City Council Chambers.

Proposer shall return Request for Qualifications in **SEALED** envelope to:

**City of Morristown  
Attn: Purchasing Office  
100 West First North Street  
Morristown, TN 37814**

Public opening of the Request for Qualifications will be held at the above address at the deadline date and time designated in the Invitation for Request for Qualifications.

DATE ISSUED:	Friday, April 7, 2023
RFQ TITLE:	Audio Visual Services
RFQ DEADLINE DATE & TIME:	Tuesday, April 25, 2023, at 2:00 PM Eastern Standard Time (local prevailing time)
RFQ OPENING LOCATION:	Morristown City Center, Training Room, 1 <sup>st</sup> Floor
CONTACT NAME:	Brian Johnson, Purchasing Agent
CONTACT PHONE:	423-585-4622
CONTACT EMAIL:	<a href="mailto:purchasing@mymorristown.com">purchasing@mymorristown.com</a>
DEADLINE FOR QUESTIONS:	The deadline to submit questions in writing is 5:00 PM Eastern Time on Monday, April 17, 2023. Questions to be submitted via email to <a href="mailto:purchasing@mymorristown.com">purchasing@mymorristown.com</a> . Answers will be published by Tuesday, April 18, 2023, by 5:00 PM.

Signature of Authorized Representative: \_\_\_\_\_

Name of Company: Champion Data Systems

Proposer Initial MA

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City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**TERMS AND CONDITIONS**

1. **REQUIREMENTS FOR RFQ SUBMISSION.**
  - a. ONE (1) UNBOUND ORIGINAL proposal;
  - b. ONE (1) BOUND COPY of proposal;
  - c. Original "Request for Qualifications" document completed, signed, and initialed by authorized individual.
  - d. Electronic COPY of completed, signed, and initialed Request for Qualifications document. The electronic media copy shall be saved in Adobe PDF format.
  - e. All Requests for Qualifications shall be submitted SEALED, envelope clearly marked with the proposal name, "Consulting Engineering Services Statement of Qualifications", and the due date ON THE OUTSIDE OF THE SEALED ENVELOPE.
  - f. Copy of Firm's IRS W-9 Form.
2. **RFQs RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown's Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the RFQ is received by the City of Morristown's Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third-party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.
3. **TAX EXEMPT.** The City of Morristown is a tax-exempt entity. The successful vendor will be provided with an executed copy of tax-exempt form.
4. **ANTI-COLLUSION.** The proposer certifies by signing this document that the RFQ is made without prior understanding, agreement, or accord with any person submitting a RFQ for the same services and that this RFQ is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
5. **AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.
6. **OPEN RECORDS ACT.** Once the RFQ document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.
7. **PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month's statement being received in the City of Morristown's Finance Office.



City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your RFQ by the City of Morristown is not to be construed as an award for services.
9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **LEFT BLANK INTENTIONALLY.**
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations that in any manner affect the conduct of the work. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them. Any contract entered into will be governed by the laws of the State of Tennessee.
13. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representative on the subject of this RFQ is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
14. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. During the performance of this contract, the contractor agrees to provide a drug-free workplace.
15. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
16. **ORIGINAL RFQ DOCUMENT.** The original RFQ document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
17. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the RFQ opening, for whatever reason, sealed RFQs will be accepted and opened on the next business day of the City, at the originally scheduled hour.

City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

18. **RFQ APPROVAL BY LEGISLATIVE BODY.** The RFQ awarding must be approved by the City of Morristown, City Council.
19. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with RFQ any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
20. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
21. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of, or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders, or any other force majeure event.
23. **ADDENDA.** In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and published in the same location as this invitation to bid on the Purchasing Department web page of [www.mymorristown.com](http://www.mymorristown.com). The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid. Any such addenda will be published at least three (3) days prior to said bid opening unless the deadline and bid opening dates be sufficiently deferred and so stated in the addenda.
24. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
25. **IRAN DIVESTMENT ACT.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.
26. **QUESTIONS.** All questions shall be directed to the RFQ contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to [purchasing@mymorristown.com](mailto:purchasing@mymorristown.com).

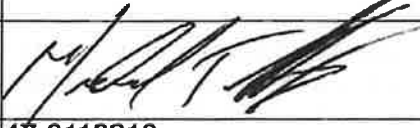
City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**VENDOR INFORMATION and ANTI-COLLUSION STATEMENT**

*Please print or type clearly. Complete each section entirely and verify for accuracy.*

By signing this form, the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFQ with other proposers and has not colluded with any other proposer or parties regarding the RFQ whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFQ list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Qualifications, and subject to all the conditions thereof, the undersigned offers, if this RFQ is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFQ, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	Champion Data Systems
CONTACT PERSON:	Michael Ashby
CONTACT PERSON TITLE:	Principal
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	47-3110210
STREET ADDRESS:	615 Main Street
STREET ADDRESS:	Suite M-11
CITY, STATE, ZIP:	Nashville, TN 37206
TELEPHONE NUMBER:	844-231-7671
FAX NUMBER:	n/a
EMAIL:	help@champdata.com
DATE:	2023-04-10

**\*\*By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.**

Proposer Initial MA


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City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**EXCEPTIONS**

*Proposer MUST sign the appropriate statement below, as applicable.*

☒ Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.

FIRM NAME:	Champion Data Systems
AUTHORIZED REPRESENTATIVE: (printed)	Michael Ashby
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	2023-04-10

☐ Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of their submittal.

Proposer Initial MA

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City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**OVERVIEW**

The City of Morristown is requesting qualifications from vendors experienced in the design and setup of audio-visual systems with online streaming and digital recording capabilities, and the integration of such systems with agenda management functions. The City seeks to engage a qualified vendor in order to establish such a system and functionality in its City Council Chambers.

It is anticipated that the selected vendor will work with the City to assess the existing setup of the meeting space, to assess existing telecommunications infrastructure, to assess existing agenda and minute management processes, to make recommendations to the City for solutions to meet its objectives, and to provide the equipment, solutions, services, and training needed based on the City's selected solution(s).

For details of the project and specific requirements relative to the proposal process, interested firms are requested to contact the City of Morristown at [purchasing@mymorristown.com](mailto:purchasing@mymorristown.com).



City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**STATEMENT OF QUALIFICATIONS**

Submissions of qualifications should not exceed ten (10) pages (in addition to this RFQ document). Standard brochures or marketing material may be submitted in addition. For ease of review, please submit your qualifications in the following form and order:

1. Firm name, address, contact information, and name of the project representative.
2. Provide a brief description of the background and history of the firm and its business focus areas.
3. Provide references of projects/services provided to three (3) other city or county entities where services provided are similar to those sought by the City of Morristown. For each reference, include the following:
  - a. Date(s) of engagement
  - b. Client contact information (name, phone, and email)
  - c. Description of the services, solutions, and/or hardware involved in the project.
4. Describe the ongoing support or technical assistance opportunities the firm makes available (cost information for such support is not necessary as a part of this submission).
5. Describe the availability and accessibility of staff providing support and technical assistance.

**SELECTION CRITERIA**

Qualifications will be evaluated based on the criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial abilities of the proposer. Submissions shall be prepared at the submitter's discretion; however, all submissions should be structured to include the following criteria:

1. Qualifications and competence of the firm. 20%
2. Firm's experience in audio/visual and production services and equipment. 20%
3. Firm's experience with agenda management and the integration of agendas and/or minutes in with audio/visual and production services, recording/archiving and equipment. 40%
4. Types of support and technical assistance and the relative availability of staff providing such support. 20%

Firms may be invited to make an in-person oral presentation or telephone interviews if additional information is needed in selecting a preferred firm. The City of Morristown reserves the right to waive any informality in the process, to reject any and all submissions or re-advertise for additional submissions. All respondents are responsible for costs associated with the preparation of materials in response to this RFQ. The City of Morristown assumes no responsibility for such costs.

Proposer Initial MA

Page 8 of 10

City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

**THE CITY OF MORRISTOWN, TENNESSEE**  
**COMPANY/CONTRACTOR AFFIDAVIT FORM**  
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the RFP. Failure of this properly executed document to be included with the proposal shall render the proposal as incomplete and void.

COMPANY NAME Champion Data Systems

NAME (PRINT) Michael Ashby PHONE 844-231-7671

TITLE Principal FAX n/a

SIGNATURE [Signature] DATE 2023-04-10

(TO BE COMPLETED BY NOTARY)

STATE OF: Tennessee

COUNTY OF: Davidson

Before me personally appeared Michael Ashby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this day of April 11th, 2023

Beth Hefflin Notary Public

My commission expires: Sept. 8th, 2025



Proposer Initial ml

City of Morristown, Tennessee  
Request for Qualifications –Audio Visual Services

PROPOSER'S CERTIFICATION OF COMPLIANCE  
WITH  
IRAN DIVESTMENT ACT  
Tenn. Code Ann. § 12-12-101 et seq.  
AND WITH  
ISRAEL BOYCOTT ACT  
Tenn. Code Ann. § 12-4-101 et seq.

Comes Michael Ashby, for and on behalf of  
(Printed name of Principal Officer of Company)

Champion Data Systems, (the "Company") and, after being duly authorized  
by the Company to do so, makes oath that:

By submission of this proposal, each proposer and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in and will not for the duration of the Purchase Order or Contract engage in, a boycott of Israel. This provision does not apply to a contract with a total potential value of less than \$250,000 or to contractors with less than 10 employees.

Signature



Title Principal

Date 2023-04-10

Proposer Initial MA

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# REQUEST FOR QUALIFICATIONS

**Prepared for:**

**Brian Johnson**

[purchasing@mymorristown.com](mailto:purchasing@mymorristown.com)  
423-585-4622

**City of Morristown**

100 West First North Street  
Morristown, TN 37814  
(423) 581-0100

---

**Champion Data Systems**  
844-231-7671  
[sales@champdata.com](mailto:sales@champdata.com)  
[champdata.com](http://champdata.com)

**Created**  
2023-04-10

**Valid Until**  
2023-07-10

## STATEMENT OF QUALIFICATIONS

The following is the information requested for the City's Request for Qualifications.

### 1. Firm name, address, contact information, and name of the project representative.

Champion Data Systems  
615 Main St., STE M-11  
Nashville, TN 37206

Michael Ashby, *Principal*

### 2. Provide a brief description of the background and history of the firm and its business focus areas.

Champion Data Systems, aka CHAMP, is an employee-owned company whose sole focus is to provide best-in-class, cloud-based software and hardware solutions for public meetings. This includes but is not limited to agenda management, packets, minutes, digital voting, video streaming and supporting audio and video hardware.

Services are billed annually and hardware is a one-time purchase. Unlimited support is included with the service and includes hardware as well.

Based on our nearly *two decades of experience* in this space, our customers are exclusively municipalities and school districts. We don't answer to investors, we answer to you.



**3. Provide references of projects/services provided to three (3) other city or county entities where services provided are similar to those sought by the City of Morristown. For each reference, include the following: a. Date(s) of engagement, b. Client contact information (name, phone, and email) c. Description of the services, solutions, and/or hardware involved in the project.**

For each of the following references, CHAMP created a comprehensive analysis of existing infrastructure and goal assessment. Whenever possible and desired, existing hardware was used and a step-by-step plan was provided to ensure success.

**City of Belle Meade**

*Date of Engagement:* 2022/11/11

*Contact Information:*

Beth Reardon, *City Manager*

615-297-6041

[breardon@citybellemade.org](mailto:breardon@citybellemade.org)

*Description:*

We provided the following hardware as well as ongoing CHAMP | Agenda & | Video services:

- CHAMP | 3-Camera Studio
- CHAMP | Mixer & microphone integration

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**Maury County Schools**

*Date of Engagement:* 2022/06/27

*Contact Information:*

Tommy Schuyler, *Technology Services Director*

931-381-4817 x8202

[tschuyler@mauryk12.org](mailto:tschuyler@mauryk12.org)

*Description:*

We provided the following hardware as well as ongoing CHAMP | Agenda, | Voting, and | Video services:

- CHAMP | 3-Camera Studio
  - CHAMP | Audience Router
  - CHAMP | Mixer
  - CHAMP | Wired Conference Microphones (x16) with audio backhaul
  - CHAMP | Wireless Microphones (x4)
  - CHAMP | Power amplifier
- 

**City of Spring Hill**

*Date of Engagement:* 2022/02/12

*Contact Information:*

David Fish, Director of Communications

931-922-6842

[dfish@springhilltn.org](mailto:dfish@springhilltn.org)

*Description:*

The City of Spring Hill has been a customer since 2016 and last year upgraded their existing CHAMP system and expanded it to upgrade their audio hardware as well. We provided the following hardware as well as ongoing CHAMP | Agenda, | Voting, and | Video services:

- CHAMP | 3-Camera Studio
- CHAMP | Audience Router
- CHAMP | Mixer
- CHAMP | Wired Conference Microphones (x16) with audio backhaul

**4. Describe the ongoing support or technical assistance opportunities the firm makes available (cost information for such support is not necessary as a part of this submission).**

CHAMP | Agenda & | Video renews annually and includes unlimited support and training at no additional cost. Any CHAMP Hardware purchased has support included with your ongoing services.

**5. Describe the availability and accessibility of staff providing support and technical assistance.**

Support is available from 8am to 8pm Eastern, Monday through Friday. If circumstances require support outside of our standard hours, those dates and times can be scheduled.

## QUOTATION

To better illustrate the costs for services and hardware for the City of Morristown, below is a proposal with our most popular options. This proposal can obviously be customized to best suit your needs.

Hardware is a one-time cost and Services are billed annually.

### Services (SAMPLE Configuration)

Item	Cost
<b>CHAMP   Video</b>	<b>\$5,000/yr</b>
<ul style="list-style-type: none"><li>- 24/7 HD multi-bitrate Live Streaming &amp; HD VOD video</li><li>- Native streaming to iPhone, iPad &amp; Android mobile devices</li><li>- No app no plugin required for modern browsers</li><li>- Unlimited Boards, bandwidth, viewers, storage*, support &amp; training</li></ul>	
<b>CHAMP   Agenda</b>	<b>Included</b>
<ul style="list-style-type: none"><li>- Agenda, Digital Packets, Minutes and Public Notices</li></ul>	
<b>CHAMP   Encoder (1-Channel)</b>	<b>Included</b>
<ul style="list-style-type: none"><li>- Headless appliance (no keyboard, or monitor required)</li><li>- Managed 24/7 by CHAMP to ensure maximum uptime</li></ul>	
<b>CHAMP   Digital Voting</b>	<b>\$2,500/yr.</b>
Adds digital voting to your current CHAMP suite-of-services. Includes Board member web app, Meeting Driver, Agenda Display and Receipt Printer.	
<b>Total Annual Cost</b>	<b>\$7,500 /yr.</b>

## Hardware (SAMPLE Configuration)

Item	Cost
<b>CHAMP   3-Camera Studio w/ Audience Routing</b>	<b>\$14,000</b>
<ul style="list-style-type: none"> <li>- Three (3) HD PTZ Cameras</li> <li>- Advanced switching (frame-sync) with unlimited presets</li> <li>- Multiview feature to present three cameras in a single frame</li> <li>- (10) ten total inputs available allowing for greater expansion</li> </ul>	
<b>CHAMP   Presentation</b>	<b>\$1,000</b>
Adds the ability for an HDMI compatible laptop to be displayed in chambers and on stream.	
<b>CHAMP   Conference</b>	<b>\$2,500</b>
Adds the ability to integrate audio and video from online meeting software, such as Zoom, WebEx, etc.	
<b>CHAMP   Mixer</b>	<b>\$1,500</b>
Fully control your audio inputs with the click of a button. Provides real-time remote, or on-site control with an all-in-one interface.	
<b>CHAMP   Wired Conference Microphones x 10</b>	<b>\$3,000</b>
Cardioid pattern microphone with programmable touch pad for activating microphone. When activated a red ring lights up at the top of the microphone.	
<b>CHAMP   Audio Backhaul</b>	<b>\$1,500</b>
Connect all dias microphones to the CHAMP mixer using professional audio standards and cabling.	
<b>Power Amplifier</b>	<b>\$1,000</b>
New power amplifier for in-chamber speakers	
<b>Onsite Integration (optional)</b>	<b>\$0</b>
We include full support with the standard DIY install, but we can provide a senior staff person to be on-site to install your new audio system, if you prefer	
<b>Total One-Time Cost</b>	<b>\$24,500</b>



## **SERVICES**

### **| AGENDA**

Automate your agenda management process and create digital packets with the click of a button. Save time and streamline your workflow to create consistent, professional agendas, packets and minutes.

With custom templates, the ability to easily copy meetings and drag-and-drop items and email packets to your board members, you'll cut your creation time in half.

### **| VIDEO**

Live and OnDemand HD video that integrates into our agenda management system. Stream 24/7 or only when you have a meeting with the included digital hardware encoder and control everything via easy-to-use cloud-based controls.

Native streaming allows for desktop and mobile devices to view your media without the need for a plugin or app. Flash is not required. Viewers can also quickly jump to any agenda item via unlimited index points that you create.

### **| CAMERAS**

If you don't have infrastructure already in place or are simply looking to upgrade, we offer HD camera systems that perfectly integrate into our ecosystem.

Available in 1-Camera, 2-Camera PiP and 3-Camera solutions, our cameras are easy-to-install and provide you with the ability to stream hands-free. No manpower is required to operate the cameras, but, if you prefer, you can easily switch cameras with the press of a button.

## **NO SERVICE CONTRACTS**

All of our services are billed as a single-annual fee and include all training and support, so there are no extra service contracts. Our flat-rate pricing is based on the size of your jurisdiction and provides you with an accurate, reliable budget without having to skimp on features.

## **SOLE SOURCE VENDOR**

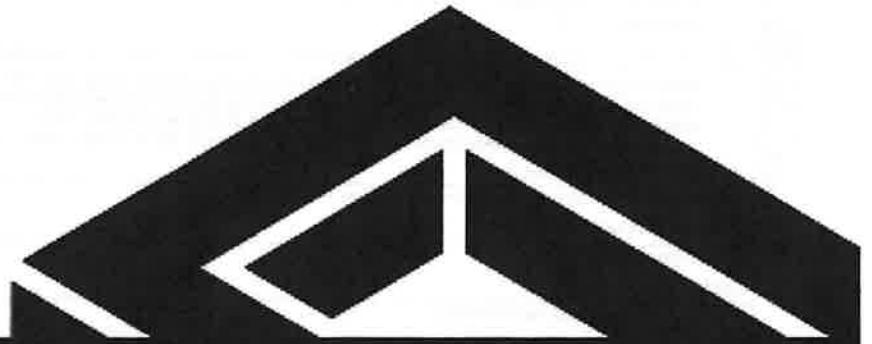
We are in a unique position in our industry in that we aren't aware of any Service companies that provide hardware, nor are there Hardware providers that include services. For example, local A/V vendors may be able to provide audio-visual gear, but they likely do not offer video streaming, agenda management, board voting, or other services.

In October of last year, the City of Belle Meade, TN put out a request for bids and none of the companies they contacted provided one. When asked why, all vendors indicated that they could not provide both hardware and services.

If you have any other questions, or if I can be of any further service, please do not hesitate to ask.

A handwritten signature in black ink, appearing to read 'Michael Ashby', with a stylized flourish at the end.

Michael Ashby  
*Principal*  
Champion Data Systems



# REQUEST FOR QUALIFICATIONS

**Prepared for:**

**Brian Johnson**

[purchasing@mymorristown.com](mailto:purchasing@mymorristown.com)  
423-585-4622

**City of Morristown**

100 West First North Street  
Morristown, TN 37814  
(423) 581-0100

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**Champion Data Systems**  
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2023-07-10

**3. Provide references of projects/services provided to three (3) other city or county entities where services provided are similar to those sought by the City of Morristown. For each reference, include the following: a. Date(s) of engagement, b. Client contact information (name, phone, and email) c. Description of the services, solutions, and/or hardware involved in the project.**

For each of the following references, CHAMP created a comprehensive analysis of existing infrastructure and goal assessment. Whenever possible and desired, existing hardware was used and a step-by-step plan was provided to ensure success.

City of Belle Meade

*Date of Engagement:* 2022/11/11

*Contact Information:*

Beth Reardon, *City Manager*

615-297-6041

[breardon@citybellemead.org](mailto:breardon@citybellemead.org)

*Description:*

We provided the following hardware as well as ongoing CHAMP | Agenda & | Video services:

- CHAMP | 3-Camera Studio
- CHAMP | Mixer & microphone integration

---

Maury County Schools

*Date of Engagement:* 2022/06/27

*Contact Information:*

Tommy Schuyler, *Technology Services Director*

931-381-4817 x8202

[tschuyler@mauryk12.org](mailto:tschuyler@mauryk12.org)

**5. Describe the availability and accessibility of staff providing support and technical assistance.**

Support is available from 8am to 8pm Eastern, Monday through Friday. If circumstances require support outside of our standard hours, those dates and times can be scheduled.



## Hardware (SAMPLE Configuration)

Item	Cost
<b>CHAMP   3-Camera Studio w/ Audience Routing</b>	<b>\$14,000</b>
<ul style="list-style-type: none"> <li>- Three (3) HD PTZ Cameras</li> <li>- Advanced switching (frame-sync) with unlimited presets</li> <li>- Multiview feature to present three cameras in a single frame</li> <li>- (10) ten total inputs available allowing for greater expansion</li> </ul>	
<b>CHAMP   Presentation</b>	<b>\$1,000</b>
Adds the ability for an HDMI compatible laptop to be displayed in chambers and on stream.	
<b>CHAMP   Conference</b>	<b>\$2,500</b>
Adds the ability to integrate audio and video from online meeting software, such as Zoom, WebEx, etc.	
<b>CHAMP   Mixer</b>	<b>\$1,500</b>
Fully control your audio inputs with the click of a button. Provides real-time remote, or on-site control with an all-in-one interface.	
<b>CHAMP   Wired Conference Microphones x 10</b>	<b>\$3,000</b>
Cardioid pattern microphone with programmable touch pad for activating microphone. When activated a red ring lights up at the top of the microphone.	
<b>CHAMP   Audio Backhaul</b>	<b>\$1,500</b>
Connect all dias microphones to the CHAMP mixer using professional audio standards and cabling.	
<b>Power Amplifier</b>	<b>\$1,000</b>
New power amplifier for in-chamber speakers	
<b>Onsite Integration (optional)</b>	<b>\$0</b>
We include full support with the standard DIY install, but we can provide a senior staff person to be on-site to install your new audio system, if you prefer	
<b>Total One-Time Cost</b>	<b>\$24,500</b>

## **SOLE SOURCE VENDOR**

We are in a unique position in our industry in that we aren't aware of any Service companies that provide hardware, nor are there Hardware providers that include services. For example, local A/V vendors may be able to provide audio-visual gear, but they likely do not offer video streaming, agenda management, board voting, or other services.

In October of last year, the City of Belle Meade, TN put out a request for bids and none of the companies they contacted provided one. When asked why, all vendors indicated that they could not provide both hardware and services.

If you have any other questions, or if I can be of any further service, please do not hesitate to ask.

A handwritten signature in black ink, appearing to read 'Michael Ashby', with a stylized flourish at the end.

Michael Ashby  
*Principal*  
Champion Data Systems



## Morristown City Council Agenda Item Summary

**Date:** May 2, 2023

**Agenda Item:** Authorize the purchase of the Tyler Content Manager software as a service from Tyler Technologies.

**Prepared By:** Andrew Ellard

**Subject:** Tyler Content Manager

**Background:** This purchase was budgeted for FY 2023 along with an Employee Self-Service program with Tyler. Content Manager also provides valuable functionality with other Munis (accounting/finance programs) functions.

**Findings/Current Activity:**

While Employee Self-Service can function without Content Manager, it works best together as Content Manager creates a mechanism for employees to not only pull down their own pay stub or W-2 information, but to do so in a preferred pdf format. Content Manager will also enable the finance department to attach invoices and other documentation directly to related transactions in Munis. Currently, invoices and other documents are maintained outside of Munis in a system that is not integrated.

**Financial Impact:**

The implementation and first year of service will be \$14,594. Annual recurring fee is \$6,794. The actual first year cost may be less depending on the timing of implementation and related proration.

**Action options/Recommendations:**

Staff recommends authorizing the purchase.

**Attachment:** Sales quote from Tyler Technologies



Quoted By: Eddie Flaherty  
 Quote Expiration: 10/23/23  
 Quote Name: City of Morristown, TN-ERP-  
 Content Manager Core  
 Quote Description: Content Manager Core  
 SaaS Term: 1.00

#### Sales Quotation For:

City of Morristown  
 Suite 100  
 100 W 1st North Street  
 Morristown TN 37814-4606  
 Phone: +1 (423) 585-4607

#### Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Content Management			
Content Manager Core	1	32	\$ 6,794.00
<b>TOTAL</b>		<b>32</b>	<b>\$ 6,794.00</b>

#### Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Content Manager Core Forms Configuration	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 0.00
Content Manager Core Installation (Existing Clients)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Project Management	4	\$ 175.00	\$ 0.00	\$ 700.00	\$ 0.00
Remote Implementation	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 7,800.00</b>	<b>\$ 0.00</b>

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**Summary**

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 6,794.00
Total Tyler Services	\$ 7,800.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 7,800.00</b>	<b>\$ 6,794.00</b>
<b>Contract Total</b>	<b>\$ 14,594.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Comments**

2023-401714-B7V3F5

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Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.



## Morristown City Council Agenda Item Summary

**Date:** May 2, 2023

**Agenda Item:** Authorize the purchase of the Enterprise Asset Manager/Work Order license and software as a service from Tyler Technologies.

**Prepared By:** Andrew Ellard

**Subject:** Tyler Enterprise Asset Manager

**Background:** This purchase was budgeted for FY 2023. Asset Management software will enable the City – particularly various functions of Public Works – to track capital equipment and other assets, including all related parts and components. In addition to tracking and informing asset related data, the system includes work order functionality.

**Findings/Current Activity:**

Divisions like Fleet Maintenance will be able to better track all parts, labor and total cost associated with various vehicle maintenance tasks. Additionally, the system will better enable the City to pull historic records on cost specific to a vehicle (as an example). Likewise, crews can receive work orders through the system, which can incorporate materials needed to perform the related tasks. As a Tyler-integrated system, there will be interaction between the Asset Management program and Munis, the City's finance and accounting program – predominately through the purchasing function.

**Financial Impact:**

The implementation and first year of service will be \$71,177. Annual recurring fee is \$16,077. The actual first year cost may be less depending on the timing of implementation and related proration.

**Action options/Recommendations:**

Staff recommends authorizing the purchase.

**Attachment:** Sales quote from Tyler Technologies



Quoted By: Eddie Flaherty  
 Quote Expiration: 10/16/23  
 Quote Name: City of Morristown, TN-ERP- EAM  
 Quote Description: EAM  
 SaaS Term: 1.00

**Sales Quotation For:**

City of Morristown  
 Suite 100  
 100 W 1st North Street  
 Morristown TN 37814-4606  
 Phone: +1 (423) 585-4607

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
Standard Fuel Interface - SeeComments	1	16	\$ 1,233.00
<b>Civic Services</b>			
Enterprise Service Requests	1	56	\$ 2,572.00
My Civic (Limited Use - requests only)	1	4	\$ 1,250.00
<b>Enterprise Asset Management</b>			
Asset Maintenance & Performance - Per User	8	136	\$ 7,648.00
Asset Performance Implementation	1	48	\$ 0.00
Internal Requests License	1	0	\$ 1,006.00
<b>Additional</b>			
GIS	8	8	\$ 2,368.00
<b>TOTAL</b>		<b>268</b>	<b>\$ 16,077.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	36	\$ 175.00	\$ 0.00	\$ 6,300.00	\$ 0.00
Onsite Implementation	76	\$ 200.00	\$ 0.00	\$ 15,200.00	\$ 0.00
Remote Implementation	192	\$ 175.00	\$ 0.00	\$ 33,600.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 55,100.00</b>	<b>\$ 0.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 16,077.00
Total Tyler Services	\$ 55,100.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 55,100.00</b>	<b>\$ 16,077.00</b>
<b>Contract Total</b>	<b>\$ 71,177.00</b>	
<b>Estimated Travel Expenses excl in Contract Total</b>	<b>\$ 4,110.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

2023-400698-D9N8K4

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### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as Indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Subject to Approval



## Morristown City Council Agenda Item Summary

**Date:** May 2, 2023

**Agenda Item:** Authorize the purchase of the Rec Desk software as a service for the Parks & Recreation Department.

**Prepared By:** Andrew Ellard

**Subject:** Rec Desk

**Background:** Parks & Recreation has experienced continuous challenges with its existing software program without resolution. The department has explored other options for programs to help manage field and facility reservations, to manage registrations for programs, and to process transactions in a way that integrates with the City's financial management software.

### Findings/Current Activity:

The department has determined that Rec Desk is the preferred solution for the functions desired, which would replace Tyler's Parks and Recreation (TPAR) program.

### Financial Impact:

Rec Desk has enabled the department to begin using the system on a demo basis already and has offered the system at no charge for three months. As such, there is no associated cost in FY 2023, but annual recurring fees would begin in early FY 2024 at \$7,300 per year.

### Action options/Recommendations:

Staff recommends authorizing the purchase.

**Attachment:** Sales quote

# QUOTE



Date: April 27, 2023  
Quote # 1112-r3  
Expiration Date: 5/15/2023

300 Plaza Middlesex  
Middletown, CT 06457

RecDesk Software Quote  
Provided By: Tim Bracken  
815-410-4744  
Tim.Bracken@recdesk.com

TO Morristown, TN  
Attn: Travis Barbee  
Customer ID : n/a

QTY	ITEM #	DESCRIPTION	PRICE		TOTAL
1	<p><i>RecDesk annual subscription for July 1, 2023 - June 30, 2024. April 2023 - June 30, 2023 is included at \$0 (free). No invoice due until July 2023.</i></p> <p><b>**All inclusive - All modules and features. Unlimited users. No additional fees for upgrades, maintenance, and support! Free training and implementation.</b></p> <p>Optional Services (1-time fees) Member Import - \$1,200 GIS Import - \$1,200 Financial Extract - \$1,200</p> <p>Implementation and Training Upgrades and Maintenance</p>	<p>AWS-Premium Web Hosting Online Registration Program Management Facility Reservations &amp; Scheduling League Management &amp; Scheduling Credit Card Processing Full web site (CMS) POS (Point of Sale) Master Calendar Email Marketing Tools Membership Management/Check-ins</p> <p>Financial Management/Reporting Invoicing/Billing Fully Hosted Includes Training Unlimited users/seats No per transaction costs ***</p> <p>Virtual professional services Future enhancements</p> <p>*** The first \$500k in transactions processed through the system are included in the base price above. If more than \$500k worth of transactions are processed through RecDesk in a given subscription year, those in excess of \$500k will be assessed a .75% transaction fee - billed quarterly.</p> <p>** This quote was based on the revenue/activity questionnaire provided by a member or members of your department.</p>	\$7,300.00		\$7,300.00
			Included		\$0.00
			Included		\$0.00
SUBTOTAL					\$7,300.00
SALES TAX					0
TOTAL					\$7,300.00

Quotation prepared by Tim Bracken and is based on the Data Use Questionnaire submitted by Travis Barbee on or about September 26, 2022.

This is a quotation on the goods named above.

To accept this quotation, sign here and return to tim.bracken@recdesk.com: \_\_\_\_\_

## **2023 Plan Year-Community Development Block Grant Action Plan - Activities Summaries 7-1-23 to 6-30-24**

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's fourth five-year Consolidated Plan was developed in 2019.

Each year Entitlement Communities, as designated by HUD, must submit an Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods, or the public hearings will be attached to the Action plan prior to submittal to HUD.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5-year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public meetings to allow community members input prior to completion, approval, and submission of the Action Plan.

The initial Public Hearings to solicit input regarding community needs for this Action Plan were held on Feb.3, 2023, and February 8, 2023. A draft of the proposed Action Plan was made available to the public March 27, 2023, beginning the final comment period. Two Public hearings were held April 5, 2023, and April 20, 2023, to solicit comments on the draft Action Plan. The final hearing for City Council to review the Action Plan May 2, 2023. All comments to date have been requests for funding and general support for the program.

All programs funded by the City of Morristown with CDBG entitlement funds will be in accordance with HUD regulations. The City of Morristown's PY 2023 funding represents the 20th year of receiving entitlement grant funds. The amount of funding for PY 2023 is \$339,770.00

The Action Plan for 2023 will fund the following projects.

Public Facilities and Infrastructure Improvements	\$119,770.00
Homeowner Rehab and Emergency Repair	\$100,000.00
Business Façade Program	\$50,000.00
Public Services	\$20,000.00
Admin	\$50,000.00
Total	\$339,770.00



### **Public Facilities and Infrastructure Improvements**

The City of Morristown intends to support Public Facilities and Improvement projects that are integral to the quality of life for community residents. The CDBG program identifies publicly owned facilities and infrastructure as, streets, parks and playgrounds, underground utilities, and buildings owned by non-profits that are open to the general public. Safe and accessible infrastructure is essential to quality of life and to building communities that support community diversity and stability. Parks and recreational facilities are integral to community development and projects will be assessed for activities that will benefit low to moderate income areas.

### **Homeowner Emergency Assistance**

The City of Morristown proposes to utilize the CDBG funds above as part of a multifaceted, concentrated neighborhood revitalization effort. The program includes homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be in the form of a grant\loan and is subject to the availability of CDBG funding budgeted for the Program. The level of Program assistance will be based on household income. If the household income is classified as:

**Low income**, the Program grant will be 75 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,200 of the house service charge.

**Very low income**, the Program grant will be 100 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,600 of the house service charge.

The dwelling for which sanitary sewer assistance is provided must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown. The dwelling must not be on the market and homeowners must state their intent to reside in the home for at least one year after sanitary sewer is connected. Homeowner will be responsible for all related expenses not specifically listed in these policies and procedures.

The Emergency Repair Program will assist qualified very-low-income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants/loans of up to \$5,000 to pay for approved repairs.

Only one emergency repair grant\loan will be awarded for a dwelling during a five-year period.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be

considered for clearance. Areas that meet the HUD definition of “blighted” will receive priority.

The Housing and Rehabilitation program will be administered through the Knoxville-Knox County Community Action Center (KCAC). The department is responsible for the administration of many federal and state grants funding projects including industrial assistance, road construction, infrastructure, parks and recreation, and housing rehabilitation. The City of Morristown will follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the program will operate. KCAC will ensure that objectives are met, that each eligible citizen receives a quality job, and that the community has benefited from the program. Housing rehabilitation programs require a lot of individual attention at the local level, and this will be provided by the planning and inspections department.

### **Façade Program/Economic Development**

The Façade Improvement Grant program will seek to encourage downtown, South Cumberland St., and Buffalo Trail building owners and tenants to invest in the neighborhood of the Target Areas by financially assisting with appropriate exterior renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown structures. Replacing damaged, boarded or bricked-up windows, main level storefront improvements, cornice repair and repainting or removing paint from buildings that have been previously painted is a priority.

The Building Façade Grant will be a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$10,000. Grants will be paid upon successful completion of the project and submission of proper documents.

Grant funds will be disbursed on a first come-first served basis as long as funds are available for the program.

#### **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the ‘Downtown Core’ neighborhood or the South Cumberland St./Buffalo Trail Road area of the Target Areas. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront revitalization, including windows and doors, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. The work to be done must be necessitated by only normal wear and tear over time. It cannot be so substantial as to constitute reconstruction. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees.

Building improvements shall reflect the architectural integrity of the entire building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be part of the building improvements. Participants are expected follow the standards set forth in the Crossroads Development District *Renovation and Preservation Guidelines*.

#### Administration

The Façade Improvement Grant program will be coordinated by the City of Morristown. Grant applications will be reviewed by a Grant Review Committee consisting of the Community Development Program Director, CDBG Grant Coordinator, LAMPTO Coordinator, and President of the Downtown Morristown Association and/or members of the Crossroads Development Partnership Design Committee.

#### Process

The grant process can be broken down into seven typical steps:

Step 1: Schedule a meeting with the Community Development Corporation Program Director and City of Morristown Chief Building Official to discuss the proposed project, grant availability and the application process.

Step 2: Develop a documented plan for the project. Improvements should follow the recommendations set forth in the Crossroads Development District's *Renovation and Preservation Guidelines*. At a minimum, the following information will be required to be submitted with the grant application:

- Color photo(s) of the existing building façade(s)
- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be included. Simple window replacement, repair work or painting would not require drawings.
- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

Step 3: Submit a complete grant application with the required attachments.

Step 4: The Grant Review Committee will review the application and make a recommendation. Applications will be reviewed and awarded within one month of submittal.

Step 5: If the applicant needs more time to start their project, he or she must provide a written statement with a reasonable explanation for the extension. Work should be completed as quickly as possible. Any changes necessitated while the project is underway must be approved by the Grant Review Committee prior to installation. All work must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building or sign permits.

Step 6: The work is inspected by the Grant Review Committee to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 7: The applicant will submit a grant payment request letter accompanied by proof of expenses and proof of payment. Grant funds will be paid within 30 days of the approved grant payment request.

### Appeals

If the grant application was disapproved by the Grant Review Committee, the applicant may resubmit the application after addressing the application deficiencies or appeal the decision. If the applicant chooses to appeal the decision, a letter of appeal and supporting documentation must be sent to the Program Director stating the reason for the appeal. The letter of appeal and supporting documentation will then be forwarded to the Morristown City Council which will review the appeal and make final determination of the grant application. If the application is denied by the City Council, the applicant may resubmit after addressing the initial deficiencies.

## **Public Services**

Public services can strengthen communities by addressing the needs of specific populations, and by supporting economic development. The City of Morristown seeks to support public services programs to maximize the positive impacts in our community.

### **Homeless Management Information System (HMIS)**

The HMIS program is designed to aggregate data collected by all users in order to generate an unduplicated count of clients served within a community's system of homeless services. The Tennessee Valley Coalition's HMIS covers an eleven county regional area comprised of Hamblen, Cocke, Jefferson, Sevier, Blount, Monroe, Loudon, Grainger, Claiborne, Union, and Campbell Counties. The HMIS provides up to date information on client characteristics and service utilization. It allows member agencies to track services provided, to network and consult, and to better serve our homeless populations by reducing duplication of services and fraud. Each county funded provides funding for the service.

The HMIS Homeless Facilities project National Objective is 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries are LMI or lower.

The eligible activity category/accomplishment type is 'Public Services'. The specific clientele served by this program are at least 51% low/mod income persons.

The Performance Measure Objective for this program is 'Suitable Living Environment' and the Outcome is 'Availability / Accessibility' as it increases access or availability to shelter or service that improves the beneficiary's living environment.

The software program tracks the number of individuals served as well as the client and system level activities provided with measurable results. These Outcome performance indicators are identified and tracked by the software and reported annually to HUD.

### **Central Services Homeless Prevention Programs**

Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued

growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969, chartered under the name of Central Services. The agency's recent property acquisition in 2007 has expanded Central Services into one of the largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

Central Services receives a significant amount of community support and local funding that enables their programs to exist, but the current economic conditions hinder funding at a time when requests for services are increasing. Evictions, utility terminations and increasing housing deposits are making homelessness more of a reality than ever before.



# The City of Morristown

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GIS Department



**Date:** April 27, 2023

**Agenda Item:**

**Prepared by:** JoAnn Macdonald

**Subject:** Geographic Information System (GIS) Software

**Background / History:** The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) has provided an agreement regarding GIS resource sharing and technical system requirements. This agreement states that software licenses be held by the GIS Manager and funded through MHGIS.

**Findings / Current Activity:** This agenda item facilitates the single, all-inclusive license under MHGIS. This license structure will ease the burden of administering multiple licenses while allowing increased adoption of the software.

**Financial Impact:** The Small Government Term Enterprise License Agreement (ELA) from our software provider is contracted annually over a three-year term. This \$56,700.00 is a continuation of the original agreement.

**Action options / Recommendations:** This software license agreement will allow MHGIS to continue to move forward with its objectives of minimizing redundant database entries, map revisions, and other duplications of effort in the most practical and cost-effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations through an unlimited number of desktop software licenses.

**Attachments:** ESRI Quotation #Q-490917





## Quotation # Q-490917

Date: March 7, 2023

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 495642 Contract # 00278913.0

Morristown Hamblen GIS Steering Committee  
100 W 1st North St  
Morristown, TN 37814-4651

To expedite your order, please attach a copy of  
to your purchase order. PHONE: 423-585-2790  
Quote is valid from: 3/7/2023 To: 6/5/2023

ATTENTION: Ben Wilkerson *this quotation*

EMAIL: [bwilkerson@mymorristown.com](mailto:bwilkerson@mymorristown.com)

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$170,100.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$170,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:  
Tim Poe

Email:  
[tpoe@esri.com](mailto:tpoe@esri.com)

Phone:  
(770) 547-1007 x3917

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

POET

This offer is limited to the terms and conditions incorporated and attached herein.



## Quotation # Q-490917

Date: March 7, 2023

Environmental Systems Research Institute, Inc.  
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To expedite your order, please attach a copy of  
to your purchase order. PHONE: 423-585-2790  
Quote is valid from: 3/7/2023 To: 6/5/2023

ATTENTION: Ben Wilkerson *this quotation*

EMAIL: [bwilkerson@mymorristown.com](mailto:bwilkerson@mymorristown.com)

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative  
Gary Chesney  
\_\_\_\_\_  
Name (Please Print)  
Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
4/25/2023  
Date

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Tim Poe	<b>Email:</b> tpoe@esri.com	<b>Phone:</b> (770) 547-1007 x3917
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

POET

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

### Table A List of Products

#### Uncapped Quantities

##### **Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager, ArcGIS Data  
 Reviewer

##### **Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager, ArcGIS Data Reviewer

##### **Enterprise Additional Capability Servers**

ArcGIS Image Server

#### **Developer Tools**

ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension

#### Limited Quantities

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 250 ArcGIS Online Viewers  
 250 ArcGIS Online Creators  
 37,500 ArcGIS Online Service Credits  
 250 ArcGIS Enterprise Creators  
 5 ArcGIS Insights in ArcGIS Enterprise  
 5 ArcGIS Insights in ArcGIS Online  
 50 ArcGIS Location Sharing for ArcGIS Enterprise  
 50 ArcGIS Location Sharing for ArcGIS Online  
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 4 ArcGIS Utility Network User Type Extensions (Enterprise)  
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

### OTHER BENEFITS

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>

Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

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

## CUSTOMER CONTACT INFORMATION

Contact: JoAnn Macdonald Telephone: 423-585-2793

Address: PO Box 1499 Fax: 423-585-4679

City, State, Postal Code: Morristown, TN 37846 E-mail: jmacdonald@mymorristown.com

Country: USA

Quotation Number (if applicable): Q-490917

### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related



Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/enus/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive,

nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.



**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/otherresources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/enus/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

## **b. Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## **6.0—ENDORSEMENT AND PUBLICITY**

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## **7.0—ADMINISTRATIVE REQUIREMENTS**

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the

availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## **8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT**

### **8.1 Orders, Delivery, and Deployment**

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that

should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## **9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES**

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right

to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

April 21, 2023

Mr. Tony Cox  
City of Morristown  
P. O. Box 1499  
Morristown, TN 37816

Dear Tony:

At a called special meeting of the Industrial Development Board of the City of Morristown on April 21, 2023, the Board reviewed a request from Highway Environmental to lease/purchase Lot 69R1 in the *East Tennessee Valley Industrial District*, consisting of 6.6564 acres.

The Industrial Development Board recommends an 18-month lease of the property at \$5,000 per month, with an option for the lessee to purchase the property any time during the duration of the lease or at the conclusion of the lease for \$14,000 per acre.

If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey  
Secretary

MR/jb

April 19, 2023

City of Morristown/Chamber of Commerce  
Attn: Marshal Ramsey  
825 W. 1<sup>st</sup> Street  
Morristown, TN 37814

Re: Letter of Intent to lease 6.65 acres of Property known as Tract 69R1 located in the East Tennessee Valley Industrial District with Option to Purchase

Dear Mr. Ramsey,

I am pleased to provide you with this Letter of Intent (LOI) on behalf of my client. My client, AllWaste Onsite, LLC wishes to lease 6.65 acres of property known as Tract 69R1 located in the East Tennessee Valley Industrial District and would request an option to purchase said Property at any time during the course of this lease. In an effort to move toward a Ground Lease with option for a Purchase and Sales Agreement (PSA), I have outlined the terms and conditions acceptable to my Client and am submitting them to you in this LOI. My Client or an affiliate (the "Lessee") would be willing to purchase from ("Lessor") the property more fully described below (the "Property") upon the following conditions:

1. Lessee: AllWaste Onsite, LLC is represented by Twelve Stones Property Group, LLC
2. Property: A Ground Lease Agreement for the land described above shown on the attached **Exhibit A**. Property is described as Tract 69R1 and is located in the East Tennessee Valley Industrial District in Morristown, TN and consists of approximately 6.65 acres.
3. Ground Lease Terms: AllWaste Onsite, LLC (Lessee) wishes to lease the Property for a period of 18 months and will pay \$5,000.00 per month for the duration of the Lease Term. At any time during the Lease Term, Lessee has the option to purchase this Property for the amount of Fourteen Thousand Dollars (\$14,000.00) per acre, or Ninety Three Thousand One Hundred Dollars (\$93,100.00). If Option is excersised, then upon Closing of the Purhase and Sales Agreement by both parties, the Ground Lease Agreement will terminate effective immediately and all funds agreed upon in PSA will be transferred to Seller (City of Morristown) at Title Agency of Seller's choosing.
4. Ground Lease Deposit: Upon execution of both parties, Lessee will deposit \$5,000.00, payable to the City of Morristown c/o Morristown Area Chamber of Commerce ,or One Month's Rent that shall be applied to final month's rent of the Ground Lease Agreement Term, or the last remaining month the Ground Lease Agreement before Closing on the PSA Agreement , whichever comes first.



5. Lease Payments: Due by the 5<sup>th</sup> of each month, payable to the City of Morristown c/o Morristown Area Chamber of Commerce.
6. Lessee shall carry pollution insurance as part of their GL policy and will provide Lessor with copy of this policy during the Term of the Lease Agreement if required by Lessor. Lessee claims full responsibility for any insurance claims resulting from its own business operations while on the Property.
7. Purchase Price Option: \$93,100.00 for the entire Property, as shown in Exhibit A containing 6.65 acres, subject to a financing contingency and other conditions listed below.
8. Conditions to Closing of PSA Option: The Purchase Agreement shall provide that Buyer's obligation to consummate the acquisition of the Property shall be subject to the satisfaction of the following conditions, as well as additional conditions to be negotiated in the Purchase Agreement. Buyer shall have 30 days from the full execution of PSA (referred to as Inspection Period) to review and determine at its sole discretion if the Property is usable for the Buyer's intended usage. If Buyer shall conclude that Property is not suitable for intended use, the Buyer shall notify Seller in writing on or before the 30-day Inspection Period is over and neither party shall have further obligations to each other with respect to this transaction.
  - A. Title: Buyer's review and approval of title to Property. Seller shall deliver to Buyer within five (5) business days of Seller's execution of the Purchase Agreement any survey it has of the property. Fee simple title to the Property shall be vested in Seller, and shall be good and marketable, and shall be free and clear of all existing liens and encumbrances, except as may be approved in writing by the Buyer.
  - B. Survey: Buyer's review and approval of current survey of the Property certified by a duly licensed surveyor showing all physical conditions affecting the Property sufficient for deletion of the survey exception from the required title insurance policy and otherwise acceptable to Buyer. Said survey shall be paid for by the Buyer.
  - C. Financial Information: Seller shall provide financial information for Buyer's to review and seek to verify all income and expenses relating to the ownership and operation of the Property.
  - D. Existing Encumbrances, Service Contracts, and other Agreements and Reports: Buyer's review and approval of all documents evidencing or securing the existing encumbrances, all service contracts, certificates of occupancy, permits, environmental, subdivision or zoning documents, insurance policies, warranties, any other agreements, reports, studies, inspections or investigation of the Property, and any other contracts or documents of significance to the Property.



- E. Engineer's/Architect's Reports: Engineers and/or Architects may be selected by Buyer to inspect the Property and issue reports, which are to be satisfactory in all respect to Buyer for Buyer to proceed. Said reports will be obtained by Buyer and be at the Buyer's sole expense.
- F. Physical Condition: Buyer's review and approval of the physical condition of the Property, including, without limitation, any improvements located thereon and the operative systems of all such improvements, proximity to all utilities required for the use of this Property and its operations and the confirmation that the Property does not contain any hazardous materials. Buyer's review will include, but not be limited to, a Phase 1 and Phase 2 environmental study of the Property.
- G. Compliance with Laws: Buyer's review and approval of evidence satisfactory to Buyer and its legal counsel that the Property complies with all applicable zoning, subdivision, land use, redevelopment, energy, environmental, wetland, flood plain building and other governmental requirements applicable to the Buyer's proposed use, maintenance and occupancy of the Property.
- H. Condemnation: Satisfactory confirmation that no condemnation proceeding is threatened or has commenced with respect to the Property.
- I. Legal Review: Approval by Buyer and its legal counsel of all documentation with regard to all leases, contracts, service agreements, closing documentation, title, certificates of occupancy and all other legal matters related to the Property and its acquisition by Buyer.
- J. Property Tax Bills: Buyer's review and approval of the most recently available tax bills respecting the Property.
- K. Litigation List: Buyer's review and approval of all actions, suits, and legal or administrative proceedings affecting the Property, if any.
- L. Site Plan Approval Period: At any time during the 18 month Lease Agreement Term, as well as the Inspection Period, Buyer shall make all commercial efforts to secure any necessary zoning changes needed to satisfy its intended use of the Property. Buyer shall apply to the City of Morristown for site plan approval for Buyer's proposed plans and shall diligently pursue site plan approval per City of Morristown's guidelines and procedures. If Buyer is unable to obtain all necessary site plan approvals, Buyer shall notify Seller in writing prior to the end of the Inspection Period and the Purchase Agreement shall:
  - A) terminate without liability on the part of the Buyer or Seller.
  - B) Buyer may submit request for specified extension of Inspection Period with written consent of Seller.

Any zoning changes or variances are to be approved by Buyer prior to PSA execution.

9. Representation: Twelve Stones Property Group, LLC c/o Hamilton Brock ("Twelve Stones") is the exclusive agent representing the Lessee/Buyer. Twelve Stones shall be paid a lease commission by Seller of 4% of total Ground Lease Agreement Term (\$5,000.00 x 18 Months: \$90,000.00 x 4% = \$3,600.00, payable upon execution of Ground Lease Agreement).
10. Closing: On or before 30 days after the 30-day Inspection Period.
11. Closing Costs: Closing costs shall be split evenly between Buyer and Seller per customary legal custom.
12. Pro-rations: All income and expenses to be prorated as of the date of closing.

This letter is not intended as, and does not constitute a binding agreement by any party, is not an agreement by any party to enter into a binding agreement, but is merely intended to specify some of the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal rights against the other by reason of the signing of this Letter of Intent or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless and until all of the terms and conditions of the proposed transaction have been negotiated and agreed to by all parties and set forth in a definitive agreement which has been signed and delivered by all parties. The only legal obligations which any party shall have be those contained in such signed and delivered definitive agreement referred to above.

Upon acceptance of this offer, we are prepared to immediately move forward with the Ground Lease Agreement on the Property. If the foregoing is acceptable to you, please indicate by signing the enclosed copy of this letter in the space provided and returning it to the undersigned.

This proposal needs to be agreed to and accepted on or before April 28<sup>th</sup>, 2023 or it becomes null and void.

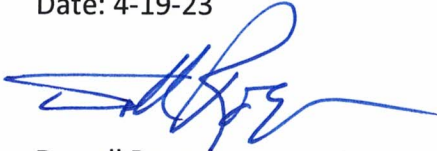
Sincerely,

Hamilton Brock  
Twelve Stones Property Group, LLC

By: Hamilton Brock

Its: Agent

Date: 4-19-23



Darrell Rogers  
AllWaste Onsite, LLC

By: *Darrell Rogers*

Its: CEO

Date: *4/19/23*

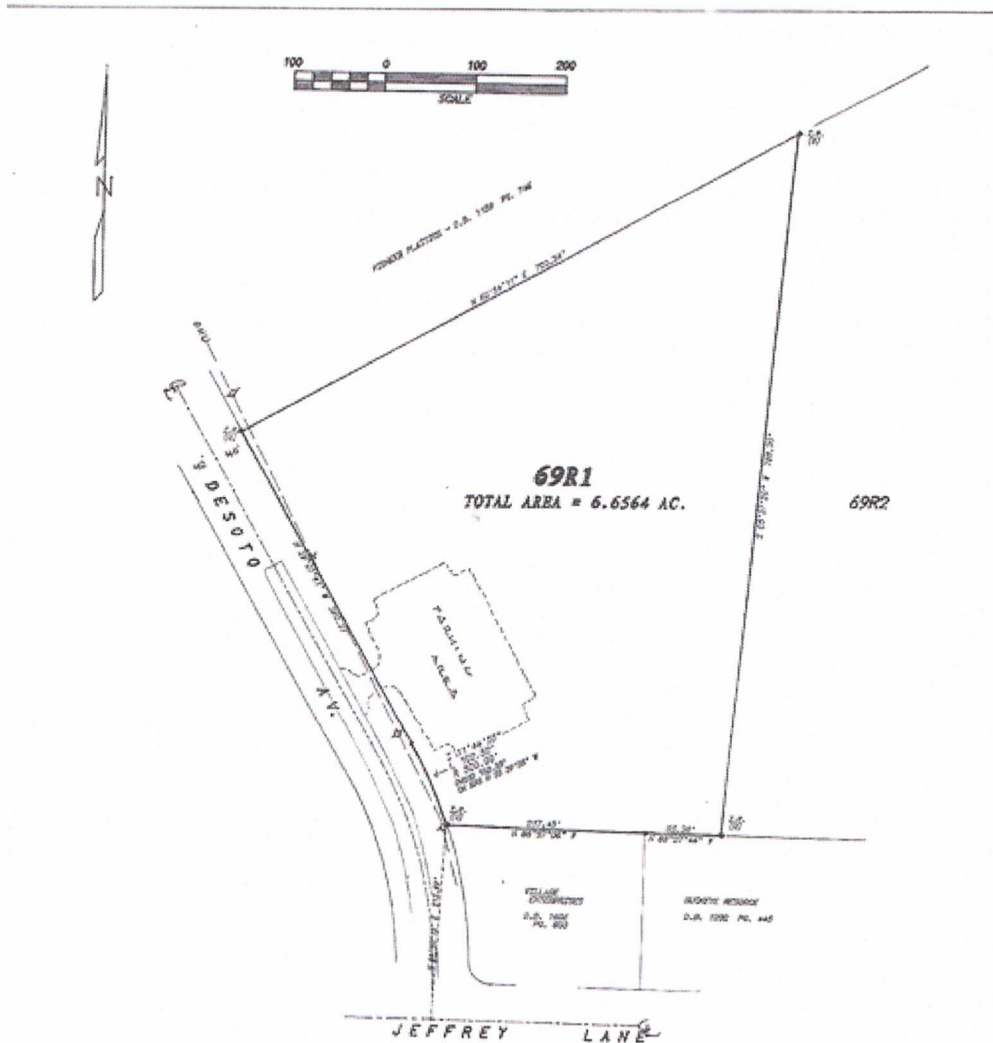
Marhsall Ramsey  
City of Morristown/Chamber of Commerce

By:

Its: Agent

Date:

# Exhibit A



## CITY of MORRISTOWN TRACT 69R1 EAST TENNESSEE VALLEY INDUSTRIAL DISTRICT

MORRISTOWN, TENNESSEE  
FIRST CIVIL DISTRICT HAMILTON COUNTY  
SCALE: 1" = 100' DATE: 12/18/2018

BY: W.H. SHOCKLEY  
P.L. 101 PL. 171

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THIS IS A CLASS "T"  
SURVEY AND THE RATIO OF PRECISION OF THE  
UNADJUSTED SURVEY IS 1:10,000 AS SHOWN  
HEREON, WHICH MEETS OR EXCEEDS MINIMUM  
REQUIREMENTS FOR THE STATE OF TENNESSEE  
BY: W.H. SHOCKLEY DATE: 12-18-2018  
TENN. REG. NO. 973



SHOCKLEY LAND SURVEYING  
WILLIAM H. SHOCKLEY  
REGISTERED LAND SURVEYOR  
2125 LAWSON ROAD  
MORRISTOWN, TN 37854  
(423) 581-2031

**SURVEYOR'S CERTIFICATE**  
I hereby certify that the information shown  
hereon is correct to the best of my knowledge.  
By: W.H. SHOCKLEY  
Tenn. Registered Land Surveyor No. 973

**FLOOD CERTIFICATION**  
I do hereby certify that I have examined the  
Federal Insurance Administration Flood  
Hazard Boundary Map and found that the  
property shown herein is not in a special  
flood hazard area.