

FINANCE COMMITTEE

February 7, 2023

3:30 p.m.

WORK SESSION AGENDA

February 7, 2023

4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

February 7, 2023

5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Rev. Don Lamb, Morristown Police Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

1. Presentation of Tennessee Law Enforcement Accreditation Award for the Morristown Police Department.

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

8. **APPROVAL OF MINUTES**

1. January 17, 2023

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

10-a. Resolutions

10-b. Introduction and First Reading of Ordinances

10-c. Awarding of Bids/Contracts

1. Approval of Quitclaim Deed for the conveyance of a portion of an abandoned roadway to Jack B. and Frances L. Smith.
2. Approval of Hamblen County Hazard Mitigation Plan.
3. Approval of the Sponsorship Agreement between the City of Morristown and Dick's Sporting Goods.
4. Acknowledge receipt of bids for the construction and installation of a new Fire Department Training Facility, accept the bid from Fire Training Structures as the best and most qualified bid, and authorize the one-time purchase totaling \$584,971.00.
5. Acknowledge receipt of bids for desktop and laptop computers, accept the bid from HPI International as the best and lowest bid, and authorize a one-time purchase of five (5) HP Desktop computers and five (5) HP laptop computers (with a 3-year extended warranty), totaling \$15,183.00.
6. Acknowledge receipt of bids for Morristown Landing Glassware, accept the bid from Strategic Equipment, LLC as the best, lowest, and only bid, and authorize a one-time purchase of glassware totaling \$12,151.00.
7. Acknowledge receipt of bids for miscellaneous Morristown Landing furniture items, accept the bid from National Business Furniture as the best and most qualified bid, and authorize a one-time purchase totaling \$48,948.53.
8. Approve Change Order No. 10 to the contract with Path Construction Northeast for the construction of the Morristown Landing for various work not included in the original contract.
9. Approval to apply for the 2022 Assistance to Firefighters Grant in a total amount of \$250,800 offered through the Federal Emergency Management Agency (FEMA). This grant is 90/10 federal/ city split.
10. Approve a Lease and Concession Services Agreement with Sports Facilities Food & Beverage Tennessee, LLC enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, subject to all regulatory authorities, and authorize the City Administrator to execute the same, and voiding with mutual consent the Concession Service Use Agreement approved October 18, 2022.

11. Authorize the city to apply to TDOT for the 2023 Aeronautics Economic Development Fund grant for the purpose of designing and performing renovations to the TCAT hangar and classroom building in support of job creation in the field of aviation.
12. Approve Work Authorization No. 3 for Goodwyn Mills Cawood in the amount of \$175,000 to provide architectural design and bid phase services for the TCAT office and hangar facility at Morristown Regional Airport.
13. Approval to declare miscellaneous Public Works equipment surplus.

10-d. Board/Commission Appointments

1. Mayor's appointment/reappointment to the Morristown-Hamblen Housing Authority for a five-year term to expire February 15, 2028; term expiring Pauletta Thomas

10-e. New Issues

1. Approval of Promotion to Detective Lieutenant, Morristown Police Department.
2. Approval of Promotion to Detective Sergeant, Morristown Police Department.
3. Approval of Promotion to Detective Corporal – Investigations, Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

1. Fugitive Task Force

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
February 7, 2023**

1. Public Works Equipment – Brush and Bulk

City Council Meeting/Holiday Schedule.

February 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
April 4, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 4, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2023	Friday		City Center Closed – Observance of Good Friday
April 18, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 18, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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 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

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

January 17, 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. with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter, and Ken Smith.

Rev. Chris Talley, Morristown Police Dept. Chaplain, led the invocation.

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

Mayor Chesney presented Detective Lieutenant Vicki Arnold with a Proclamation upon her retirement from the City of Morristown, Police Chief Overholt presented her with her service weapon and commended her for serving the Police Department and the citizens of the city well.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Louis Chan spoke.

Councilmember A'Hearn made a motion to adopt the January 17, 2023 agenda as presented. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the January 3, 2023 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4730. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4730 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4730

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032050 10701 from

R2 (Medium Density Residential District) to IB (Intermediate Business District) (Hwy 25E/Hwy 160).

A Public Hearing was held relating to Ordinance No. 4713.05. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4713.5 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted “aye.”

Ordinance No. 4713.05

To amend Ordinance Number 4713, the City of Morristown, Tennessee annual budget for fiscal year 2022-2023 necessary to appropriate funds in the amount \$114,925 to allow for the purchase of a sanitation truck and to increase appropriations for gasoline and vehicle repairs (Sanitation Fund).

A Public Hearing was held relating to Ordinance No. 4713.06. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4713.06 on second and final reading. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye.”

Ordinance No. 4713.06

To amend Ordinance Number 4713, the City of Morristown, Tennessee annual budget for fiscal year 2022-2023 necessary to appropriate funds in the amount of \$20,500 for gasoline (Stormwater fund).

Councilmember Pedigo made a motion to deny Ordinance No. 4733 on first reading. Councilmember A’Hearn seconded the motion and upon roll call; Mayor Chesney and Councilmembers A’Hearn, Pedigo and Smith voted “aye”. Councilmembers Bivens, Garrett and Senter voted “no”.

Ordinance No. 4733

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Rezoning a part of Lots 3, 4 and 5 of the Robert Campbell Property as shown on a plat of same from R-2 (Medium Density Residential to R-3 (Heavy Density Residential) (1934 Shields Ferry Road).

Councilmember Smith made a motion to approve Work Authorization No. 1 for Goodwyn Mills Cawood, LLC in the amount of \$10,000 to perform general engineering and technical assistance services for the Morristown Regional Airport in calendar year 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Work Authorization No. 2 for Goodwyn Mills Cawood, LLC in the amount of \$74,200 to provide design and bid phase services for taxiway extension to facilitate development at the southwest end of the airport property. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion of the acceptance of Contract with TDOT Aeronautics in the amount of \$51,700 for the Land Acquisition Taxiway Relocation (Study) with a local match of 5%. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to acknowledge receipt of proposals and approve an agreement with Mauldin & Jenkins, LLC to provide Auditing Services for a three-year period beginning with the audit for fiscal year 2023, and authorize the City Administrator to execute the same. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion of the acceptance of Donation to the Morristown Police Department in the amount of \$1,000.00 from Blue Force Inc. to be used to assist in the purchasing of equipment necessary when responding to critical incidents. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion of the acknowledge receipt of bids for in-car camera systems, accept the bid from Dana Safety Supply as the best and most qualified bid and authorize a one-time purchase of ten (10) 10-8 Arsenal In-Car camera systems with the necessary AV cables totaling \$24,649.90. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to acknowledge receipt of bids for "ride on" floor scrubbers for Morristown Landing, accept the bid from Global Industrial as the best and lowest bid, and authorize the one-time purchase of one (1) Global Industrial Auto Ride-On Floor Scrubber with the optional 3-year extended service plan, totaling \$12,284.87. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to acknowledge receipt of bids for Landing fitness equipment, accept the bid from Fitness & Exercise Solutions as the best and lowest bid, and authorize a one-time purchase of fitness equipment totaling \$17,571.00. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Engagement Letter with Bass Berry & Sims regarding Trademark Matters for Morristown Landing to include an end date of two years. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Amendment No. 2 to the sale and development agreement with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street, extending the timeline for closing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion of the approval of Supplement #1 to Railroad Agreement between the City of Morristown and Tennessee Department of Transportation (TDOT) for safety improvements to railroad crossing at South Fairmont. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion of the approval to Surplus the service weapon assigned to Detective Lieutenant Vicki Arnold, Glock Model 19 Serial # BAVN9653 to be transferred to her in honor of her 35 years of service to the Morristown Police Department. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the re-assignment of turf management and mowing services from Tennessee Turf Masters, LLC to Silver Creek Landscaping and authorize the City Administrator to enter into a two (2) year agreement authorizing same. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion of the approval of maintenance and repair of Talley Ward roof and capstone in an amount of \$14,259.00 from Morristown Roofing Company, Inc. as a sole source purchase based on company warranty work. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Al A'Hearn and Ken Smith to the 2023 Finance Committee.

City Administrator Anthony Cox presented the Debt Report for 2022.

Mayor Gary Chesney adjourned the January 17, 2023, Morristown City Council meeting at 5:58 p.m.

Mayor

Attest:

City Administrator

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid the receipt of which is hereby acknowledged, the undersigned, CITY OF MORRISTOWN, a municipal corporation with situs in Hamblen County, Tennessee, has this day bargained, sold, quitclaimed and conveyed and by these presents does hereby bargain, sell, quitclaim and convey unto JACK B. SMITH and wife, FRANCES L. SMITH, and unto their heirs and assigns, all of its interest in and to the following described real estate, to-wit:

SITUATE in the First Civil District of Hamblen County, Tennessee, and being more particularly described as follows:

TRACT I:

BEGINNING on an old iron rod in the northern boundary of the East Morris Blvd. right-of-way, corner with Menees (DB 1947/494 and 1713/757), thence with the northern right-of-way boundary of East Morris Blvd. a curve to the right with a radius of 2,907.22 feet, and arc length 86.82 feet, and a Chord bearing North 63 deg. 50 min. 57 sec. East with a distance of 86.82 feet to a point, corner to Grantee (291/138); thence with line of Grantee South 71 deg. 56 min. 04 sec. West 84.63 feet to an old iron rod, corner to Menees (DB 1947/494 and 1713/757); thence with line of Menees S 12 deg. 23 min. 30 sec. East 12.45 feet to the point of BEGINNING, containing 497 s.f., more or less, and according to survey of Billy G. Knight, Tennessee RLS 1375, P.O. Box 13, White Pine, TN 37890, dated November 17, 2022.

TRACT II:

BEGINNING on an old iron rod in the northern boundary of the East Morris Blvd. right-of-way, corner with Grantee (DB 291/138), thence with the northern right-of-way boundary of East Morris Blvd. North 69 deg. 30 min. 48 sec. East with a distance of 321.36 feet to a point, corner to the western right-of-way boundary of Hale Avenue; thence with the western right-of-way boundary of Hale Avenue North 22 deg. 20 min. 12 sec. West 3.77 feet to a point, corner to Norfolk/Southern Railroad; thence with Norfolk/Southern Railroad a curve to the right with a radius of 3,212.29 feet, and arc length 320.07 feet, and a Chord bearing South 70 deg. 11 min. 18 sec. West with a distance of 319.94 feet to a new iron rod, corner to Grantee (DB 291/138); thence with line of Grantee S 69 deg. 30 min. 48 sec. West 17.61 feet to the point of BEGINNING, containing 962 s.f., more or less, and according to survey of Billy G. Knight, Tennessee RLS 1375, P.O. Box 13, White Pine, TN 37890, dated November 17, 2022.

BEING part of the property conveyed to the City of Morristown at Book 200, page 164, in the Register's Office for Hamblen County, Tennessee.

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. mm

IN WITNESS WHEREOF, the undersigned has caused his hand to be set on this _____ day of _____, 2023.

CITY OF MORRISTOWN

BY: _____
GARY CHESNEY, Mayor

ATTEST:

ANTHONY W. COX, City Administrator

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Personally appeared before me, a Notary Public in and for the state and county aforesaid, GARY CHESNEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be MAYOR, of CITY OF MORRISTOWN, a municipal corporation with situs in Hamblen County, Tennessee, of the within named bargainor, a Tennessee corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand, at office, this ____ day of _____, 2023.

NOTARY PUBLIC

My commission expires:

Jack B Smith and Frances L. Smith, P.O. Box 1717, Morristown, TN 37816
NAME AND ADDRESS OF PROPERTY OWNERS(S)

SAME
NAME AND ADDRESS OF PERSON(S) RESPONSIBLE FOR PAYMENT OF TAXES

To be part of 034G/B/018.00
TAX PARCEL IDENTIFICATION NO.

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. mm

I hereby swear or affirm that the actual or true value of this transfer, whichever is greater is \$NONE.

Affiant

Subscribed and sworn to before me this _____ day of _____, 2023.

NOTARY PUBLIC

My commission expires:

:

This instrument prepared by: Carroll Anderson & Foust, LLP, 918 West First North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rm

Section 4: Mitigation Strategy

Mitigation Goals

The purpose for developing a set of Goals is to clearly state the community's overall vision for hazard mitigation and to provide a path towards building a safer, more resilient community. The Hamblen County Hazard Mitigation Committee identified the following goals to be the forefront in the overall development of this plan. All actions/projects recommended as mitigation efforts for the Hazard Mitigation Plan must first meet or further at least one of these goals. The goals are provided in a ranked order where the first goal is paramount.

Goal 1: Protect the lives and health of citizens from the effects of natural hazards.

Goal 2: Emphasize mitigation planning to decrease vulnerability of existing and new structures.

Goal 3: Encourage public support and commitment to hazard mitigation, by communicating mitigation benefits.

Identification and Prioritization of Mitigation Projects

Hamblen County has developed a comprehensive range of mitigation projects. These projects were solicited and identified by the different entities who make up the Hamblen County Hazard Mitigation Committee. Once the proposed projects attained a sponsoring agency and the details of the projects were discussed by the committee, the committee then proceeded to prioritize the mitigation projects.

The prioritization process was important since most mitigation projects represent a large investment of financial and personal resources. By evaluating each project's degree of feasibility and the level of costs versus benefits, Hamblen County was able to determine when and which projects should be implemented based on available funding and time.

The Hamblen County Hazard Mitigation Committee used the SAFE-T method to prioritize these projects. This approach was adopted from the successful methodology used by other counties in FEMA Region 4. This rating system uses five variables to evaluate the overall feasibility and appropriateness: Societal, Administrative, Financial, Environmental, and Technical. A focus on this methodology emphasizes the use of a cost-benefit review to maximize benefits.

Project Prioritization Method: SAFE-T			
	Variable	Value	Description
S	Societal: The public must support the overall implementation strategy and specified mitigation actions. The projects will be evaluated in terms of community acceptance and societal benefits.	1	Low community priority, few societal benefits
		2	Moderate community acceptance/priority
		3	High community acceptance/priority
A	Administrative: The projects will be evaluated for anticipated staffing and maintenance requirements to determine if the jurisdiction has the personnel and administrative capabilities necessary to implement the project or whether outside help will be needed.	1	High staffing, outside needed
		2	Some staffing, help may be needed
		3	Low staffing, no outside help needed
F	Financial: The projects will be evaluated on their general cost-effectiveness and whether additional outside funding will be required.	1	Somewhat cost-effective
		2	Moderately cost-effective
		3	Very cost-effective
E	Environmental: The projects will be evaluated for any immediate or long-term environmental impacts caused by their construction or operation.	1	Many environ. impacts, possibly long-term
		2	Some environ. Impacts, some possibly long-term
		3	Few, if any, environ. impacts
T	Technical: The projects will be evaluated on their ability to reduce losses in the long-term, whether there are secondary impacts, and whether the proposed project solves the associated problem or if additional components are necessary.	1	Other actions are needed or short-term fix
		2	Other actions may be needed for long-term fix
		3	Other actions not needed, long-term fix

Committee members ranked the projects as a group by determining the value for each variable and then by adding the variables rates up for a project sum value. All the project rankings can be seen on the Hamblen County Hazard Mitigation Project List.

Hamblen County Project List

The following Project List provides an overview of all the Hamblen County Multi-Jurisdictional Hazard Mitigation Committee projects. This includes potential funding sources, implementation timeframes, the project's responsible agency, and other information. The committee went into extensive discussion surrounding projects that would be beneficial for our community.

Hamblen County Project List

Hazard Mitigated	Project #	Hamblen County Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
Flooding	9	Flood Reduction: McClister Road	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	10	Flood Reduction: Brady Drive	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	11	Flood Reduction: Robin Circle	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	12	Flood Reduction: Kidwell Ridge Road	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	13	Flood Reduction: Scarlett Drive	24	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	16	Repetitive/Severe Repetitive Loss Property Buy-out	24	Existing	City of Morristown-Planning & Finance	BRIC, HMGP, FMA	1-5 years
	17	Flood reduction: Dalton Ford and Reeds Chapel Rd.	21	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	18	Flood reduction: Old Russellvile Pike (Hwy 344)	3	Existing	Tennessee Department of Transportation	BRIC, HMGP, FMA	1-5 years
	19	Flood reduction: Tara subdivision	16	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	20	Flood reduction: Old Kentucky Rd. at Jaybird	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years

	21	Flood reduction: Russellville Primary School	3	Existing	Tennessee Department of Transportation	BRIC, HMGP, FMA	1-5 years
Tornado/Wind	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	22	Highway Dept. Generator	1	Existing	Hamblen Co. Road Department	BRIC, HMGP	1-5 years
	23	Tornado Safe Room for all schools	12	Existing	Hamblen County School System	BRIC, HMGP	1-5 years
	25	911 building generator	11	Existing	Hamblen County Emergency Communications District	BRIC, HMGP	1-5 years
Winter Weather	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	23	Highway Dept. Generator	1	Existing	Hamblen Co. Road Department	BRIC, HMGP	1-5 years
	25	911 building generator	11	Existing	Hamblen County Emergency Communications District	BRIC, HMGP	
Sinkholes	14	All Hazards Public Education	20	Existing	All Agencies	HMGP, LOCAL BUDGET	1-5 years
	15	Engineering study to address public right of ways and public property sinkhole issues	2	Existing	City of Morristown Engineering & Morristown Public Works	BRIC, HMGP	1-5 years

Hazard Mitigated	Project #	City of Morristown Action/Project Name	Priority Rank	Addresses New or Existing Buildings/Infra?	Responsible Agency	Possible Funding Source(s)	Timeframe
Flooding	1	Flood Reduction: S Cumberland Rd (near Barkley Landing)	13	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	2	Flood Reduction: W Economy Rd (near Rural King)	19	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	3	Flood Reduction: Debbie Circle (near creek)	3	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	4	Flood Reduction: Cherokee Dr (near Lockmere S/D)	16	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	5	Flood Reduction: Central Church Rd (near Parke Villas)	21	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	6	Flood Reduction: Sunrise Ave (near creek and S Henry St)	13	Existing	Morristown Public Works	BRIC, HMGP, FMA	1-5 years
	7	Flood Reduction: Panther Creek Rd (near Bullard Dr)	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	8	Flood Reduction: Old Stage Rd (near Panther Creek Rd)	3	Existing	Hamblen Co. Road Department	BRIC, HMGP, FMA	1-5 years
	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	16	Repetitive/Severe Repetitive Loss Property Buy-out	24	Existing	City of Morristown-Planning & Finance	BRIC, HMGP, FMA	1-5 years
Tornado/Wind	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	24	Utilities Generator	15	Existing	Morristown Utilities	BRIC, HMGP	1-5 years

Winter Weather	14	All Hazards Public Education	20	Existing	Morristown-Hamblen EMA	HMGP, LOCAL BUDGET	1-5 years
	24	Utilities Generator	15	Existing	Morristown Utilities	BRIC, HMGP	
Sinkholes	14	All Hazards Public Education	20	Existing	All Agencies	HMGP, LOCAL BUDGET	1-5 years
	15	Engineering study to address public right of ways and public property sinkhole issues	2	Existing	City of Morristown Engineering & Morristown Public Works	BRIC, HMGP	1-5 years

Project List Update

The Hamblen County Hazard Mitigation Committee reviewed the actions/projects in the 2018 plan. The decision to keep, discard or change is noted below.

- Drainage projects at flash flooding site – This committee kept this concept but names specific sites that need to be addressed.
- All Hazard Educational Program Regarding Mitigation – kept/renamed
- Road elevation/culvert – Kept but renamed to specific areas that need flood reduction measures.
- Tree limb removal on public right of ways – removed due to not being eligible under the hazard mitigation grant programs.
- Engineering study for sinkholes – kept and moved forward to 2023 plan.
- South Cumberland at Railroad – removed; completed in 2021
- Dalton Ford & Reeds Chapel Rd. – kept
- Old Russellville Pike (Hwy 344) – kept
- South Cumberland at Parker Rd. – kept
- Tara Subdivision – kept
- Old Kentucky Rd. at Jaybird - Kept
- Russellville Primary School – kept
- Debie Circle (Stubblefield Creek) – kept
- Russellville Intermediate School – Completed in 2020

National Flood Insurance Program Compliance

The National Flood Insurance Program (NFIP) is a pre-disaster flood hazard mitigation and insurance protection program which has reduced the increasing cost of disasters. The intent of the program is to: require new and substantially improved structures be designed and constructed to minimize or eliminate future flood damage; provide floodplain residents and business owners with financial insurance assistance in the form of insurance after floods, and it transfers most of the cost of private property flood losses from the taxpayers to floodplain property owners through flood insurance premiums. Participation in the NFIP is based on an agreement between communities and FEMA.

Currently, Hamblen County unincorporated, and the City of Mountain City are NFIP participants. FEMA has listed these jurisdictions to have a current effective map date of July 3, 2006. Below is an overview of NFIP policy and loss data for Hamblen County.

According to the National Flood Insurance Program, repetitive flood loss is defined as a facility or structure that has experienced two or more insurance claims of at least \$1,000 in any given 10-year period since 1978. Within the NFIP, repetitive flood loss properties are usually considered the most vital structures to mitigate. There is one non-residential property that is a repetitive loss in the City of Morristown. None are listed for Hamblen County. However, the information obtained for repetitive/severe repetitive loss is from data from 2019. FEMA has not established the ability to obtain updated data in a reasonable timeframe to complete this plan update.

The chart below provides a summary of their NFIP policy and loss data. The first table provides a description of the columns located within the NFIP policy data.

Adjuster Expense	The total amount paid to adjusters for all claims within the community and/or county. It includes all special expenses, allocated loss adjusted expense, and allocated ICC expense.
Building Coverage	Building coverage for a policy or claim (whole dollars)
Building Payments	The total amount paid for all losses for building,
Community Name	The official NFIP name of the community in which the claim or policy exists.
Community Number	The 6 character community ID in which the claim or policy exists.
Contents Coverage	Contents coverage for a policy or claim (whole dollars)
Contents Payments	The total amount paid for all losses for contents
County Name	The official FIPS county name for the claim or policy. It is determined by geocoding of the policy or claim address, rather than the historical method of using the community to look up the county.
Data as of Date	The date of the most recent validated data upon which the report is based.
ICC Coverage	ICC coverage for a policy or claim (whole dollars)
ICC Payments	The total amount paid for all losses for ICC
Number of Losses	The number of losses (claims) reported within that community and/or county.
State	The state in which the policy or claim exists. The value is determined by the geocoded data first, and in the absence of geocoding, by the community state.
Total Policy Count	The total number of policies reported within the community and/or county in force as of the given date. All condo units are counted for each condo master policy.
Total Premium and Policy Fee	The policy premium and associated policy fee for the policies.
WYO or Direct	An indicator of whether the policy or claim is administered by NFIP Direct ("Direct") or a Write-Your-Own Company ("WYO")

Community Name (Number)	Direct Premium and FPF	WYO Premium and FPF	Total Premium and FPF	Direct Policy Count	WYO Policy Count	Total Policy Count	Direct Coverage (in Thousands)	WYO Coverage (in Thousands)	Total Coverage (in Thousands)	Direct Losses	WYO Losses	Total Losses	Direct Dollars Paid	WYO Dollars Paid	Total Dollars Paid	Adjusted Expense
MORRISTOWN, CITY OF (470070)	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	-	6	6	\$ -	\$ 867,051	\$ 867,051	\$ 20,518
HAMBLENCOUNTY * (470346)	\$ 793	\$ 4,273	\$ 5,066	3	10	13	\$ 364	\$ 2,070	\$ 2,434	2	1	3	\$ 54,785	\$ 962	\$ 55,746	\$ 6,035
MORRISTOWN, CITY OF (470070)	\$ 4,413	\$ 64,237	\$ 68,650	5	44	49	\$ 1,155	\$ 9,408	\$ 10,563	9	9	18	\$ 59,838	\$ 41,376	\$ 101,214	\$ 9,687

To continue compliance with the NFIP, the jurisdictions have identified, analyzed, and prioritized three mitigation strategies to stay active with the program.

1. Continue to evaluate improved standards that are proven to reduce flood damage.
2. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
3. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately following heavy rains or flooding event.



Sponsorship Agreement

City of Morristown
 Anthony Cox, City Administrator
 100 W 1st North St
 Morristown, Tennessee 37814
 423-585-4610

2/1/2023

Dear Anthony Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") on behalf of itself and its affiliates and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide City of Morristown with the following:

Gift Card — Equipment Room **\$1,500.00**

Quantity	Value	Total
3	\$500.00	\$1,500.00

In-Store Shop Day

N/A

Shopping Day(s) for Organization's participants, coaches and families on the following date(s):

Store	Date
Morristown, TN Spring	TBD
Morristown, TN Fall	TBD

Total Sponsorship Package Value **\$1,500.00**

Organization shall provide DSG with the following:

1. DSG Logo with link to electronic team packet coupons on Organization's website. Your DICK'S Sporting Goods CMM will send you a coupon link to post at a later date.
2. Distribution of DSG electronic coupon in Organization's email communications at least 4 times during the Term
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution

Term

The term of this Agreement shall begin on Wednesday, January 25, 2023 and remain in effect until Monday, January 1, 2024 ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Terms and Conditions of Sponsorship Agreement

1. Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including, but not limited to, the companies listed on Exhibit C. If Organization is approached by any direct competitor listed on Exhibit C or other sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. Sponsor shall have the option to continue the sponsorship set forth in this Agreement for a total of two additional years so long as the Sponsor commitment remains the same or is greater than the current year. The Sponsor shall confirm to Organization in writing whether it intends to continue the sponsorship prior to the end of the current Term.
3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on Exhibit A and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.
4. During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sublicensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally so long as Sponsor has such use approved by Little League Baseball, Incorporated. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media, to the extent the Organization has obtained the necessary consents from such participants. If the Organization has not obtained the necessary consents, the Organization shall notify Sponsor in writing, and any use of such photos will be subject to Sponsor obtaining the necessary consents directly from the participants. Organization agrees to facilitate and provide reasonable assistance to Sponsor in obtaining the required consents from participants.
5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
6. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject

matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.

7. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this Agreement, Organization shall defend, indemnify and hold harmless Sponsor and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses") arising from or relating to: (i) any Organization event; (ii) any negligent act, omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any material, equipment or products provided by Sponsor pursuant to this Agreement, or any negligent act, omission or misconduct of Sponsor.
8. To the fullest extent permitted by law and to the extent arising from or relating to the subject matter of this Agreement, Sponsor shall defend, indemnify and hold harmless the Organization from and against any and all Losses arising from or relating to: (i) any material, equipment or products provided by Sponsor pursuant to this Agreement, (ii) any negligent act, omission or misconduct of Sponsor, its employees or agents; (iii) the violation by Sponsor of any governmental laws, rules, or regulations; or (iii) a breach of this Agreement. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any negligent act, omission or misconduct of Organization.
9. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed by the laws of Delaware, without regard to its conflicts of law provisions, and any suit or action under this Agreement shall be filed in a court of competent jurisdiction in Allegheny County, Pennsylvania, and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

Exhibit A

DSG Name/Logo





EVERY SEASON STARTS AT



All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Exhibit C - Sponsor's Competitors

Retailers

- Academy, Ltd.
- Amazon, Ltd.
- BPS Direct, L.L. C. (e.g. Bass Pro Shops, Cabela's)
- Big 5 Sporting Goods Corporation
- Camping World Holdings, Inc. (e.g. Gander Mountain Company)
- Canadian Tire Corporation, Limited and FGL Sports Ltd. (e.g., Sport Chek, Hockey Experts, Sports Experts, National Sports, Intersport, Pro Hockey Life and Atmosphere)

- City Sports, Inc.
- Decathlon USA LLC
- Dunham's Athleisure Corporation (Dunham's Sports)
- Fanatics, Inc., FansEdge, and Fanatics Authentic
- Foot Locker, Inc. (e.g., Foot Locker, Lady Foot Locker, Kids Foot Locker, Footaction, Champs Sports, Eastbay and CCS)
- Gap, Inc. dba Athleta
- Golf & Tennis Pro Shop, Inc. (PGA Superstores)
- Henry Modell & Company, Inc. (Modell's)
- Hibbett Sports, Inc.
- L.L. Bean, Inc.
- lululemon athletica Canada, Inc.
- Michigan Sporting Goods Distributors Inc. (MC Sports)
- OSC Sports, Inc. (Olympia Sports)
- Recreational Equipment, Inc. (REI)
- Scheels All Sports, Inc.
- Sports Direct International plc
- Sportsman's Warehouse, Inc.
- Target Corporation
- The Finish Line, Inc.
- UFA Co-operative Limited (e.g., Wholesale Sports Outdoor Outfitters)
- Varsity Brands, Inc. (e.g., BSN Sports)
- Versa Capital Management, LLC (Vestis Retail Group, LLC, Bob's Stores, Eastern Mountain Sports, Inc. (EMS), Sports Chalet, Inc.)
- Wal-Mart Stores, Inc.
- Worldwide Golf Enterprises, Inc. (e.g, Roger Dunn Golf Shops, The Golf Mart, Van's Golf Shop, Golfer's Warehouse, Edwin Watts Golf Shops, Uinta Golf, Worldwide Golf Shops)

Team Dealers

- Eurosport
- BSN Sports
- Sports Endeavors (Soccer.com)
- Squad Locker

Sports Software Providers

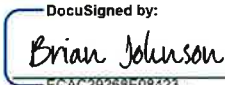
- 805 Stats
- Active Network, including, but not limited to, eteamz, TeamPages and LeagueOne
- Beamax Ltd. (Teamer)
- Demosphere
- Global Payments Inc.
- Got Soccer
- GroupMe
- League Apps
- Max Preps (CBS Interactive)
- PitchKount
- Remind101, Inc. (Remind)
- Score Stream
- Shutterfly
- SPay, Inc. d/b/a Stack Sports, limited to scoring and team management apps, including specifically, Pointstreak Sports Technologies, Inc. and Saucer Technologies Group, Ltd. d/b/a Goal Line Sports Administration Systems
- Sportion Media Group AB (Heja)
- Sports Illustrated (SI) Play, including, but not limited to, League Athletics, Sports Signup and iScore
- Sports Engine, including but not limited to Kyck, Rally Up, and Team Unify
- SportsSignup Play
- Team App
- Team Snap

- Teamstuff Pty Ltd.

This list includes, with respect to each entity listed above (A) its successors and assigns (whether by sale, merger, consolidation, name change, or otherwise), (B) any entity that controls, is under common control with or is controlled by such entity, and (C) any division, affiliate, business unit, subsidiary or franchisee of such entity or of any entity covered by the foregoing clauses (A) and (B).

IN WITNESS WHEREOF, the parties hereto have executed this Sponsorship Agreement as of the Effective Date set forth below.

DICK'S Sporting Goods, Inc.

By:  ECAC29268E08423...

Name: Brian Johnson

Title: CMM

City of Morristown

By: _____

Name: Anthony Cox

Title: City Administrator

Date: _____



Morristown City Council Agenda Item Summary

Date: February 7th, 2023

Agenda Item: Acknowledge receipt of bids for the construction and installation of a new Fire Department Training Facility, accept the bid from Fire Training Structures as the best and most qualified bid, and authorize the one-time purchase totaling \$584,971.00.

Prepared By: Andrew Ellard

Subject: Fire Department Training Facility

Background: As part of the construction plan for the new Fire Station #3, a state of the art Fire Training Facility will be constructed and installed on the site. This structure will be a pre-engineered steel fire training facility that will include a training tower structure, burn room annexes, and optional accessories. The facility will be used to provide practical and realistic training for firefighting and emergency services personnel in a controlled environment which replicates actual conditions encountered on an emergency incident scene.

Findings/Current Activity:

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received three (3) total responses. After a comprehensive review of each bid, staff would recommend the bid be awarded to Fire Training Structures, who provided the best and most qualified bid.

Please note, Symtech Fire, LLC provided a lower cost bid, however their bid did not meet all of the specifications and technical requirements for the following reasons: (1) Symtech did not provide proof that they have received certification from a Nationally Recognized Testing Laboratory (NRTL); (2) Symtech did not provide proof that they have an engineer on staff who has been certified as a Professional Engineer within the State of Tennessee; (3) The technical specifications for Symtech's product did not satisfy the technical requirements of the bid. These requirements include: The lack of a confined space training area; the product did not include a third party tested and certified rappelling station with OSHA compliant anchors; Symtech's product does not measure temperatures in the burn room at both the floor and ceiling level; and finally, Symtech did not disclose whether the galvanized roof railing was OSHA compliant. As such, staff recommends the bid be

awarded to Fire Training Structure's, whose bid and product does meet all the specifications and technical requirements.

Financial Impact:

The total price of the fire training facility was within the price range as allocated and anticipated by staff as part of the site design/development and overall Fire Station #3 construction plan.

Total Cost = \$584,971.00

Action options/Recommendations:

Acknowledge bids, accept the bid from Fire Training Structures, and authorize the one-time purchase totaling \$584,971.00.

Attachment: Bid tabulation

**ITB - FIRE TRAINING FACILITIES
JANUARY 17TH, 2023**

Vendor	Base Cost	Storage (Number of Weeks)
Symtech Fire, LLC*	\$442,669.00	15
Fire Training Structures	\$584,971.00	6
WHP Training Towers**	\$666,606.00	Not denoted
*Additional prop pricing listed on the bid.		
**Bid submitted without all original bid documents		



Morristown City Council Agenda Item Summary

Date: February 7th, 2023

Agenda Item: Acknowledge receipt of bids for desktop and laptop computers, accept the bid from HPI International as the best and lowest bid, and authorize a one-time purchase of five (5) HP Desktop computers and five (5) HP laptop computers (with a 3-year extended warranty), totaling \$15,183.00.

Prepared By: Andrew Ellard

Subject: Desktop & Laptop Computers

Background: In an effort to ensure the City's computer equipment remains fully functioning and up to date, the City solicits bids for both laptop and desktop computers each fiscal year.

Findings/Current Activity:

The City recently issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website, and on Vendor Registry. We received eight (8) total responses which including pricing for ten (10) different desktop and nine (9) different laptop options. Archangel submitted a bid that arrived one day late so their bid was disqualified. HPI International provided the best and lowest price bid for both desktop and laptop computers.

Financial Impact:

Funds were appropriated in the FY 23 budget to cover this purchase.

(5) HP Desktop Computers = \$8,250.00

(5) HP Laptop Computers = \$5,675.00

Laptop 3-Year Extended Warranty = \$1,258.00

Total Cost = \$15,183.00

Action options/Recommendations:

Acknowledge bids, accept the bid from HPI International and authorize the one-time purchase of computer equipment totaling \$15,183.00.

Attachment: Bid tabulation

ITB - DESKTOP & LAPTOP COMPUTERS
FY 22-23
JANUARY 10TH, 2023

Desktop Computer Bids		
Vendor	Make/Model	Price
DBISP	Dell Precision 3660 Tower	\$2,371.60
SUNFLOWER LAB	Dell Precision 3660 Tower	\$2,186.56
HPI INTERNATIONAL	HP Dektop Z2 G9 CTO	\$1,650.00
AKA COMPUTER SOLUTIONS, INC	Dell Precision 3650 Workstation	\$1,811.98
vPRIME TECH INC	Dell Precision 3660 Tower	\$2,291.30
SOS COMPUTERS, LLC/TECHNOLOGY EXPRESS	Dell Precision 3660 Tower	\$1,915.00
SHARP (OPTION #1)	Dell Precision 3660 Tower	\$2,545.00
SHARP (OPTION #2)	Lenovo ThinkStation P340	\$1,672.00
ARCHANGEL* (OPTION #1)	Lenovo Workstation P360	\$1,660.59
ARCHANGEL* (OPTION #2)	Lenovo ThinkStation P348	\$1,390.33

Laptop Computer Bids		
Vendor	Make/Model	Price
DBISP	Dell Latitude 5530	\$2,250.64
SUNFLOWER LAB	Dell Latitude 5530	\$2,063.55
HPI INTERNATIONAL	HP Elite 650 i7 G9 CTO	\$1,135.00
AKA COMPUTER SOLUTIONS, INC	Dell Latitude 5520	\$1,670.15
vPRIME TECH INC	Dell Latitude 5530	\$2,183.48
SOS COMPUTERS, LLC/TECHNOLOGY EXPRESS	Dell Latitude 5530	\$1,765.00
SHARP (OPTION #1)	Dell Latitude 5530	\$1,892.00
SHARP (OPTION #2)	Lenovo ThinkPad E15	\$1,305.00
ARCHANGEL*	Lenovo Thinkpad L15 Gen 3	\$965.81

*Bid arrived late - Bid disqualified



Morristown City Council Agenda Item Summary

Date: February 7th, 2023

Agenda Item: Acknowledge receipt of bids for Landing Glassware, accept the bid from Strategic Equipment, LLC as the best, lowest, and only bid, and authorize a one-time purchase of glassware totaling \$12,151.00.

Prepared By: Andrew Ellard

Subject: Landing Glassware equipment

Background: The catering staff for the Morristown Landing Recreation and Events Center are currently in the process of equipping their kitchen with the necessary dinnerware and glassware. As such, the city accepted bids for the purchase of miscellaneous glassware that will be utilized for special events.

Findings/Current Activity:

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received one (1) total response. Strategic Equipment, LLC submitted the best and only bid.

Financial Impact:

The purchase is a component of the FF&E budget and will be funded by the city's bond financing for the start-up of the facility.

Total Cost = \$12,151.00

Action options/Recommendations:

Acknowledge and accept the bid from Strategic Equipment, LLC, and authorize the one-time purchase of equipment totaling \$12,151.00.

Attachment: Bid tabulation

City of Morristown
ITB - LANDING GLASSWARE
January 24th, 2023

		VENDOR
ITEM	QUANTITY	STRATEGIC EQUIPMENT, LLC
Dinner Plate	50 CASES (4 per case)	\$3,550.00
Dessert Plate	50 CASES (4 per case)	\$2,850.00
B&B Plate	50 CASES (4 per case)	\$1,950.00
Saucer	34 CASES (6 per case)	\$1,734.00
Soup Cup	9 CASES (24 per case)	\$747.00
Stacking Cup	6 CASES (36 per case)	\$1,320.00
Delivery		\$0.00
Total Cost		\$12,151.00



Morristown City Council Agenda Item Summary

Date: February 7th, 2023

Agenda Item: Acknowledge receipt of bids for miscellaneous Landing furniture items, accept the bid from National Business Furniture as the best and most qualified bid, and authorize a one-time purchase totaling \$48,948.53.

Prepared By: Andrew Ellard

Subject: Miscellaneous Landing Furniture

Background: On October 18th, 2022, the City Council approved the one-time purchase of business furniture from National Business Furniture to outfit and equip the new Morristown Landing Recreation and Events Center. This purchase was made after a formal bid process. As the Center nears completion, SFM staff has recognized additional furniture is needed to appropriately equip the facility.

Findings/Current Activity:

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses. After reviewing each response, staff would recommend the bid be awarded to National Business Furniture (NBF) as their bid was the best and most qualified bid. Please note, the pricing provided by the second bidder, Commercial Concepts & Furniture, was marginally lower than NBF's bid. SFM has provided the attached recommendation letter which explains the reasoning for the recommendation to award the bid to NBF.

Financial Impact:

The purchase is a component of the FF&E budget and will be funded by the city's bond financing for the start-up of the facility.

Total Cost = \$ 48,948.53

Action options/Recommendations:

Acknowledge bids, accept the bid from National Business Furniture, and authorize the one-time purchase totaling \$48,948.53.

Attachment: SFM Recommendation Letter & Bid Tabulation

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following information for the furnishings scope. There were 2 total responses. The results were:

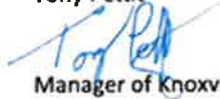
1. Commercial Concepts & Furniture: \$46,913.18
2. National Business Furniture (NBF): \$48,948.53 (+ \$2,035.35)

After reviewing the bids, we are recommending the bid be awarded to National Business Furniture. The remaining FFE budget can absorb the additional furnishings.

My reasons for this recommendation are:

- CC&F was not able to provide the exact item on the mesh office chair. This was a requirement of the RFP.
- CC&F is not able to meet the February 28th deadline stated in the RFP. They would not be able to deliver until the window of March 1-15.
- NBF is a vendor Sports Facilities has used on several other projects. They have always performed well, gone above and beyond their duties when needed and have made every deadline they have committed to. Due to the fluid nature of the schedule, we recommend using a trusted vendor over one that is unknown to us.
- We recommend using a vendor that provided the full bid package to guarantee consistency in the look, feel, and design of the interior of the building.
- CC&F did not provide any warranty information in their submission; NBF is providing a lifetime warranty on all items that were bid, which exceeds the bidding requirement and would be valuable for The City.

Tony Pettit



Manager of Knoxville Operations
Burwil Construction Company, Inc.

Mike Mays



Project Manager
Sports Facilities Companies

**Morristown Landing Miscellaneous Office
Furniture
January 31st, 2023**

Vendor	Package Price
National Business Furniture	\$48,948.53
Commercial Concepts Furniture*	\$46,913.18

*Made exception to just one item - The Black mesh/black fabric seat/black frame office chair



Morristown City Council Agenda Item Summary

Date: February 7, 2023

Agenda Item: Approve Change Order No 10 to the contract with Path Construction Northeast for the construction of the Morristown Landing for various work not included in the original contract.

Prepared By: Andrew Ellard

Subject: Change Order No 10 – Morristown Landing

Background: Certain costs in the original contract were established as allowance amounts, with final amounts to be determined based on actual costs. If/when those amounts exceed the allowance, a change order is warranted. Certain other costs are related to items not originally anticipated in the contract.

Findings/Current Activity:

Items contemplated in this change order include construction of monument signs, changes made as a result of Fire Marshal inspections, alteration of a storage room for more active use, floor markings for pickleball, entry area upgrades, and various changes related to utility and electric design.

Financial Impact:

The attached Change Order document shows what appears to deplete and even overspend contingencies by \$49,266.38. However, three of the items will be paid with other resources, so the actual result leaves \$16,162.56 remaining in contingency:

- Body Scanning Room Upgrade (\$12,970.01) and Pickleball Markings (\$11,016.93) will be paid from the existing FF&E budget.
- Gas Line Manifold work (\$41,442.00) comes as a result of an issue with mechanical design and the cost will be borne by others.

Though these costs will be covered by other resources, it is necessary to include them in the change order document as the work needs to be done under direction of Path Construction as a part of the project as a whole.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order No. 10

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 17007-3 Morristown Community Center Morristown, TN	CONTRACT INFORMATION: Contract For: General Construction Date: 12/01/2020	CHANGE ORDER INFORMATION: Change Order Number: 010 Date: 01/31/2023
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North St. Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Lose Design 2809 Foster Avenue Nashville, TN 37210	CONTRACTOR: <i>(Name and address)</i> Path Construction Northeast 125 E Algonquin RD Arlington Heights, IL 60005

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Path COR's	Description	Amount
18	Monument Signs	\$ (159,058.16)
23	Fire Marshal Inspections**	\$ (62,715.52)
24	Body Scanning Room Upgrade*	\$ (12,970.01)
25	Shunt Trip at Wheelchair Lift	\$ (5,639.47)
27	Open Seating Wall Upgrade	\$ (10,031.65)
28	GFCI System in Cafe	\$ (10,886.64)
	Gas Line Manifold***	\$ (41,442.00)
	Pickleball Markings*	\$ (11,016.93)
	COR Subtotal	\$ (313,760.38)

Contingencies		
	Unsuitable Soils Allowance	\$ 116,207.00
	Alt. 1 Public works sign	\$ 13,500.00
	Alt. 2 Community Center Sign	\$ 21,500.00
	Alt. 3 Secondary sign	\$ 4,000.00
	CO #3 Impound Lot Allowance	\$ 42,500.00
	CO #4 Contract Revisions Allowance	\$ 50,000.00
	CO #1 Signage Allowance	\$ 16,787.00
	Contingencies Subtotal	\$ 264,494.00

Balance of Contingencies \$ (49,266.38)

Total Contract Change Order additional funds \$ 49,266.38

* Items covered from FF&E Budget

** General Conditions & Time TBD

*** Final value TBD

The original Contract Sum was	\$ 27,927,000.00
The net change by previously authorized Change Orders	\$ 4,089,511.62
The Contract Sum prior to this Change Order was	\$ 32,016,511.62
The Contract Sum will be increased by this Change Order in the amount of	\$ 49,266.38
The new Contract Sum including this Change Order will be	\$ 32,065,778.00

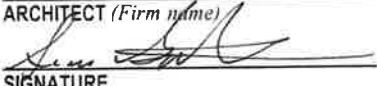
The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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 User Notes: (389ADA3B)

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

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

<u>Lose Design</u>	<u>City of Morristown</u>
ARCHITECT <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
	
SIGNATURE	SIGNATURE
<u>Sean Guth, Architect</u>	<u></u>
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
<u>01/31/23</u>	<u></u>
DATE	DATE

The City of Morristown

Finance Department



Memorandum

To: City Council

From: Michele Parvin, Accountant/Grants Coordinator

Date: February 1, 2023

RE: 2022 Assistance to Firefighters Grant

The City of Morristown is requesting approval to apply for the 2022 Assistance to Firefighters Grant offered through the Federal Emergency Management Agency (FEMA). This is a competitive program designed to address the needs of the national fire services. This grant is 90/10 federal/ city split with the cost of federal share in the amount of \$225,720 and city's share of \$25,080 a total of \$250,800.

Application to be made to purchase 33 Self-Contained Breathing Apparatus packs (included with two air bottles and high temperature mask). These items would enhance the safety and proficiency in rescue situations.



Morristown City Council Agenda Item Summary

Date: February 7, 2023

Agenda Item: Approve a Lease and Concession Services Agreement with Sports Facilities Food & Beverage Tennessee, LLC enabling the sale of alcohol for certain events at the Morristown Landing Recreation & Events Center, subject to all regulatory authorities, and authorize the City Administrator to execute the same, and voiding with mutual consent the Concession Service Use Agreement approved October 18, 2022.

Prepared By: Andrew Ellard

Subject: Event-related alcohol sales at the Landing

Background: Tennessee ABC has established that a vendor/concessionaire of alcohol needs to be either an owner or a lessee of the property if/when they serve alcohol on an ongoing/regular basis. The existing agreement from October 18, 2022 only identifies Sports Facilities as a concessionaire – a third-party operator only.

Findings/Current Activity:

Creating a new agreement (and voiding the old) that identifies Sports Facilities as a lessee of a portion of the facility for the purpose of being a concessionaire will satisfy the ABC requirement. The new version does not change anything about the way alcohol sales are to be handled at the Landing or any of the financial terms of the prior agreement.

Financial Impact:

None.

Action options/Recommendations:

Staff recommends approval.

Attachment: Lease and Concession Services Agreement

LEASE AND CONCESSION SERVICES AGREEMENT

THIS LEASE AND CONCESSION SERVICES AGREEMENT (the "Agreement") with an Effective Date of the **7th day of February, 2023** (the "Effective Date"), and entered into by and between the City of Morristown, a Tennessee municipality, (the "Owner") and Sports Facilities Food & Beverage Tennessee, LLC, a Florida limited liability company registered as a foreign limited liability company doing business in Tennessee (the "Concessionaire", and together with "Owner", the "Parties" or singularly the "Party").

RECITALS

WHEREAS, Owner owns and operates a sports, parks and recreation complex known as the Morristown Landing and Events, located at 4355 Durham Landing in Morristown, Tennessee (the "Facility"); and

WHEREAS, Owner and the Concessionaire wish to enter into this Agreement to lease a portion of the Facility for Concessionaire **to procure, serve and sell alcoholic beverages** (the "Concession Services") at the Facility.

NOW THEREFORE, in consideration of the foregoing and in exchange of mutual promises and consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

LEASE OF PREMISES

1.1 On the terms and subject to the conditions described in this Agreement, Owner hereby leases to Concessionaire, and Tenant hereby leases from Owner, approximately Two Thousand Four Hundred Ninety-One (2,491) rentable square feet of space in the Morristown Landing building located at 4355 Durham Landing in Morristown, Tennessee ("Facility") as is more particularly depicted and identified in the highlighted portion of the floor plan attached hereto as Exhibit "A" (the space is hereinafter referred to as the "Leased Premises"). Wherever used in this Agreement, the term "Leased Premises" shall include the use of and access to agreed upon common or public areas and facilities, corridors, lobbies, elevators, restrooms, stairways, sidewalks, driveways, parking areas

and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Facility or adjoining or proximate to the Facility (collectively, "Common Areas").

ARTICLE 2

CONCESSION SERVICES

2.1 Rights Granted. Subject to the terms and conditions of this Agreement, the Concessionaire shall have the right to use the Facility **to procure, serve and sell alcoholic beverages (collectively the "Alcoholic Beverages")**. The Concessionaire shall be the exclusive provider of the Concession Services, as defined in greater detail below, at the Facility during the Term of this Agreement.

2.2 Limitation on Rights. The Concessionaire shall not have any rights for the sale of food or any other items other than the Alcoholic Beverages, unless when specifically agreed upon by the parties in a separate written agreement.

2.3 License Granted. This Agreement is a lease and use license to the Concessionaire to provide Alcoholic Beverages at the Facility upon the terms and conditions provided in this Agreement and shall enable the Concessionaire, as needed, to obtain any licenses and/or permits required by the Tennessee Alcoholic Beverage Commission and the City of Morristown for service of alcoholic beverages at the Facility.

2.4 General Purpose of Operations. The Concessionaire agrees that it shall provide its Concession Services at the Facility in compliance with all federal, state and local laws, including but not limited to, all Tennessee Alcoholic Beverage Commission rules and regulations, and the City or Morristown Beer Ordinance.

2.5 Concession Services. Concession Services shall include, in addition to the other provisions herein, (i) the sale and serving of Alcohol Beverages in compliance with applicable federal, state and local law, (ii) the providing of appropriate cups and glasses, napkins, stir sticks and other ancillary items, the cost for which are further addressed in section 3.4 regarding net income, necessary to provide the Concession Services; (iii) the checking of proper identification at the point of service or point of sale; and (iv) setup and takedown of points of service and sale.

ARTICLE 3

TERM

3.1 Commencement and Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2024 (the "Term"), unless extended or terminated as provided herein.

3.2 Options to Extend. The Term of this Agreement shall automatically renew for additional one (1) year terms thereafter unless and until either of the Parties provides the other with written request no later than sixty (60) days prior to the expiration of the then-current Term. Each successive extension shall be on the same terms and conditions (including notice requirements) set forth herein. Nothing in this section shall prevent termination of the agreement as provided by Article 9, herein.

ARTICLE 4

FINANCIAL CONSIDERATION

4.1 Financial Consideration. Concessionaire shall pay Owner fifty percent (50%) of the monthly net operating income, which is further described in section 4.4, from alcoholic beverage sales excluding gratuities for all events at the Facility for which Concessionaire provides Concession Services. This amount is due and payable to and must be postmarked, hand delivered or electronically transferred to Owner by the 15th day following each month end. In all cases, a monthly reconciliation and report of related activity will be provided to Owner by the 15th day following each month end.

4.2 Reimbursement for Costs of Goods Sold. Owner agrees to reimburse Concessionaire for the actual costs of all products and operating supplies (as defined in 4.4 below) it purchases for resale at the Facility (subject to section 4.3). All such reimbursement will be based on receipts to be furnished by Concessionaire to the Owner. All fees and reimbursements for product shall be paid to Concessionaire within fifteen (15) calendar days of invoicing.

4.3 Cash Balance. Owner may choose to maintain an operating cash balance with the Concessionaire to be used for event expenses. At the completion of any event and payout of net operating income, Owner can request all remaining funds be disbursed back to the Owner or can maintain the cash balance for future events. Any funds maintained with the Concessionaire after an event will be used for future event expenses by the Concessionaire prior to requesting a reimbursement from the Owner. In all cases, a monthly reconciliation and report of related activity will be provided to Owner by the 15th day following each month end.

4.4 Net Income. The calculation of Net Income for the purpose of determining the share of Net Income to be distributed between the Owner and Concessionaire according to Section 4.1 shall be the revenue from the sale of beverages and/or any other items for sale through the concessions by the Concessionaire, excluding gratuities, and reduced by all operating costs, personnel costs, supplies, expenses, permitting, licenses, and insurance specific to the sale of alcoholic beverages, including but not limited to: wages, salaries, benefits, training and other payroll costs attributable to this Concessionaire's activity, the cost of alcohol and other product for sale, cups, glasses, napkins, stirring sticks, and other ancillary items used in serving or providing product, permit and license costs, taxes other than sales taxes, and insurance as required in Section 8.1. All costs related to the Concessionaire's activity shall be included in calculating Net Income, regardless of whether it is considered in this agreement a function of the Concessionaire's ongoing operation or an immediately reimbursable item, except as may be specifically excluded herein.

ARTICLE 5

PERFORMANCE OF THE CONCESSION SERVICES

5.1 Level of Service. The Concessionaire shall perform the Concession Services at the highest levels of quality and competence comparable to other concession service providers for comparable facilities.

5.2 Employee Training. The Concessionaire agrees that it shall continuously train and monitor service personnel regarding cleanliness, safety, courtesy, avoiding over-serving, service expected of a first-class concession service and service in compliance with applicable law for the serving of Alcoholic Beverages.

5.3 The Concessionaire's Sales Activities. Concession Services shall be provided in a pleasant and dignified manner and the Concessionaire, its service personnel and agents shall use no pressure, coercion or persuasion in an attempt to influence the purchase of the Alcoholic Beverages at the Facility.

5.4 Storage. Storage of Alcoholic Beverages shall be permitted only in designated locations approved by Owner. Concessionaire shall have exclusive access to the location of all stored alcohol/inventory prior to and after each Event, and at such other time on an "as needed" basis and Owner is not to inspect inventory or otherwise access the storage area without the Concessionaire being present.

5.5 Safety. The Concessionaire must conduct all of its operations at the Facility in a safe manner necessary for the safety of service personnel, patrons, or licensees, and the protection of the Facility.

5.6 Utilities. Owner is responsible for providing all power and other utility services in order that the Concessionaire can perform its obligation under this Agreement. Owner shall, at their own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. All connections for necessary utility services on the premises shall be made in the name of Owner, and they alone shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, Internet and telephone services.

ARTICLE 6

PRICES

6.1 Price Schedule and Service Charges. The Concessionaire shall disclose its price schedule for all Alcoholic Beverages and any service charges it proposes to impose on certain types of Concession Services within the Facility. Owner recognizes prices are subject to change to reflect current market conditions.

ARTICLE 7

RECORDS, ACCOUNTING AND TAXES

7.1 The Concessionaire shall be responsible for all accounting records and documents regarding the sale of Alcoholic Beverages at the Facility throughout the Term, all in accordance with generally accepted accounting principles and applicable law.

7.2 Inventory of Alcoholic Beverages. The Concessionaire shall maintain an inventory of all Alcoholic Beverages stored at the Facility.

7.3 Taxes. The Concessionaire shall collect and promptly pay all sales, transaction, privilege, license, excise or similar taxes imposed by federal, state and local authorities (the "Taxes") and shall pay any applicable Taxes relating to the Concession Services. The Concessionaire shall fully indemnify and defend the City of Morristown, Sports Facilities Management, LLC and MCC SFM, LLC from and against all liabilities for Taxes relating to the Concession Services.

ARTICLE 8

LIABILITY, INDEMNITY AND INSURANCE

8.1 Liquor Law Liability Insurance. Concessionaire shall maintain appropriate liquor law liability coverage with a minimum coverage of \$1,000,000 per occurrence and

a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis. The Concessionaire shall hold harmless the Owner, its members/managers and all Owner's officers, directors, employees from liability. The Concessionaire shall provide Owner with a Certificate of Insurance showing the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The Concessionaire will also procure and maintain a Comprehensive General Liability Insurance Policy and a workers' compensation insurance policy during the full term of this Agreement. This insurance policy will insure Concessionaire for any claim brought against the Company, resulting from Concessionaire's use of the Facility. The insurance policy shall name the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC as additional insureds. The insurance policy shall have limits of not less than \$1,000,000 per occurrence for injury or death. The insurance policy shall provide that before any cancellation or reduction in coverage, the insurance company will give Owner at least thirty (30) days prior written notice. Before this Agreement goes into effect, Concessionaire will deliver to Owner a Certificate of Insurance satisfactory to Owner.

8.2 Inspection of Insurance. Concessionaire agrees to permit Owner at all reasonable times to inspect the policies of insurance required by this Agreement.

8.3 Indemnification. Concessionaire agrees to indemnify and hold the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasioned in whole or in part from the serving of Alcoholic Beverages contrary to the terms of this Agreement; and (ii) by any act or omission of Concessionaire, which shall include but not be limited to Concessionaire, its agents, contractors, servants, employees, invitees and guests (ii) the use of the Facility and Common Areas by the Concessionaire and conduct of Concessionaire's business at the Facility, or any other activity, work or thing done or permitted by the Concessionaire, in or about the Facility or elsewhere on the Morristown Landing and Events; and/or (iii) any default by Concessionaire of any obligations on Concessionaire's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against the City of Morristown, MCC SFM, LLC, and Sports Facilities Management, LLC by reason of any such Indemnified Claims, Concessionaire, upon notice from Owner, shall defend the same at Concessionaire's expense. Concessionaire's indemnification obligation under this Agreement shall survive the expiration or earlier termination of this Agreement.

8.4 Reimbursement. Owner agrees to reimburse Concessionaire for its costs in securing Liquor Liability Insurance. See section 4.4 describing inclusion of this cost in the calculation of Net Income.

ARTICLE 9

TERMINATION

9.1 Termination. Termination of this contract should be used as a last resort. Both parties will professionally communicate on issues between the parties and attempt to solve any issues before resulting to the termination of this agreement. Notwithstanding, Owner may terminate this Agreement by giving Concessionaire, one hundred twenty (120) days notice of its intention to terminate, if Owner determines that it is in the best interest of the Facility or the Owner, to prohibit the sale of alcoholic beverages at the Facility.

ARTICLE 10

ALCOHOLIC BEVERAGES

10.1 Alcoholic Beverage Licenses. In performing under this Agreement, the Concessionaire shall obtain all required licenses and permits ("AB License") necessary for the sale of Alcoholic Beverages at the Facility, and keep them in good standing at all times during the Term hereof. Owner shall cooperate with and assist the Concessionaire in obtaining any Alcoholic Beverage License required for service of alcoholic beverages at the Facility, and agrees to reimburse Concessionaire its costs in securing and maintaining its Alcohol Beverage License. See section 4.4 describing inclusion of this cost in the calculation of Net Income.

10.2 The Concessionaire's Responsibilities. The Concessionaire shall comply with all applicable laws, ordinances and codes regarding the sale, use or provision of Alcoholic Beverages at the Facility.

ARTICLE 11

EXCULPATION

11.1 Anything in this Agreement to the contrary notwithstanding, Concessionaire agrees that it shall look solely to the profits from Events for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms, covenants, and conditions of this Agreement to be observed or performed by Owner , and no other property or assets of the Owner shall be subject to levy, execution or other procedures for the satisfaction of Concessionaire's remedies.

ARTICLE 12

MISCELLANEOUS

12.1 Modification. No agreement to modify, or modification of, this Agreement shall be binding on the Parties unless the same is reduced to writing and executed by both of the Parties.

12.2 Independent Contractor. The Concessionaire shall be an independent contractor and nothing contained within this Agreement shall be construed to create a joint venture, partnership or an employer/employee relationship by and between Owner and the Concessionaire.

12.3 Notices. All notices and other communications pursuant to this Agreement shall be in writing to the Owner or to the Concessionaire, and shall be deemed properly given if sent by personal delivery, by certified United States mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service with proof of delivery retained, addressed as follows:

The Owner:

City of Morristown
100 W First North Street
Morristown, TN 37814

The Concessionaire:

Sports Facilities Food & Beverage
Tennessee, LLC
600 Cleveland Street, Suite 910
Clearwater FL 33755

With a copy to:

Bruce Rector
General Counsel
Sports Facilities Food &
Beverage Tennessee, LLC
600 Cleveland Street, Suite 910
Clearwater FL 33755

12.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will, nevertheless, remain in full force and effect in accordance with its terms (other than the unenforceable provision, which shall be deemed stricken).

12.5 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

12.6 Construction. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement and shall not be used to construe or interpret any of its provisions. The Parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

12.7 Expenses of Transaction; Reliance on Advisors. Each Party hereto shall pay its and its representatives fees, expenses and disbursements incurred in connection with this Agreement. Each Party represents and warrants to the other Party that it has relied on its own advisors for all legal, accounting, financial, tax or other advice whatsoever in connection with this Agreement and the transactions contemplated hereby. The costs of such services by either party are not to be included in the calculation of Net Income as described in Section 3.4.

12.8 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with, and pursuant to, the laws of the State of Tennessee. Any action to enforce the provisions of this Agreement shall be in the Circuit or Chancery Court of Hamblen County, Tennessee.

12.9 Counterparts. This Agreement may be executed in two (2) or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“OWNER”

City of Morristown

BY

“CONCESSIONAIRE”

SPORTS FACILITIES FOOD &
BEVERAGE TENNESSEE, LLC

BY



Morristown City Council Agenda Item Summary

Date: February 7, 2023

Agenda Item: Authorize the city to apply to TDOT for the 2023 Aeronautics Economic Development Fund grant for the purpose of designing and performing renovations to the TCAT hangar and classroom building in support of job creation in the field of aviation.

Prepared By: Andrew Ellard

Subject: TDOT Aeronautics Economic Development Grant Application

Background: TDOT has \$2,500,000 available for this funding opportunity, which is a residual and recouped amount from previously awarded projects that were not able to proceed. The Morristown Regional Airport's most recent capital improvement plan document contemplates designing a renovation of the TCAT facilities in this fiscal year and pursuing construction in FY 2024.

Findings/Current Activity:

The Bipartisan Infrastructure Law funding currently identified for the TCAT project is very flexible for uses at the airport, and it would be beneficial to be able to reprogram it for other uses and to dedicate a source like the Aeronautics Economic Development Fund to the TCAT facility. It would seem that this fund's intent – job creation – and TCAT's mission go hand-in-hand.

Financial Impact:

The exact application amount is still to be determined and will be further explored with our airport engineer in the coming days. A minimum 10% match is required, although larger matches would be viewed more favorably in the review process. Staff will also explore whether or not using BIL funds as match would be eligible. In any case, prior to executing a grant agreement (if awarded), City Council would be presented to final details along with assurances that adequate funding is appropriated in advance.

Action options/Recommendations:

Staff recommends approval.

Attachment: None.



Morristown City Council Agenda Item Summary

Date: February 7, 2023

Agenda Item: Approve Work Authorization No. 3 for Goodwyn Mills Cawood in the amount of \$175,000 to provide architectural design and bid phase services for the TCAT office and hangar facility at Morristown Regional Airport.

Prepared By: Andrew Ellard

Subject: Work Authorization – TCAT Hangar & Office Renovation Design

Background: GMC was selected as the airport's engineering firm of record through a recent solicitation. One of the projects slated for this FY on the airport's capital improvement plan includes design work for the eventual renovation of the TCAT office and hangar buildings.

Findings/Current Activity:

A recent structural assessment of the office building and hangar reveal a longstanding settling issue at one corner of the office and several issues with water infiltrating around windows and seeping into the block wall. The office was not originally created to serve as classrooms for the mechanic's program, and while TCAT has taken advantage of the space as best they can, a renovation may allow for a more efficient and effective use of the space that may even allow for expansion of their program.

TCAT's program at the airport has a 100% placement rate for its graduates and is an impressive asset in economic development for Morristown.

Financial Impact:

This project is slated for this fiscal year on the Airport's Capital Improvement Program, and while not specifically called for in the FY23 budget, the airport budget has the flexibility with which to proceed. The ACIP lists Bipartisan Infrastructure Law (BIL) funding for this project, which is 100% federal. However, with council approval of a related item on the Feb 7 agenda, staff will also pursue a TDOT Aeronautics Economic Development grant to cover both the design and eventual construction. The TDOT grant would require a 10% local match but would enable us to use BIL funds in other projects at the airport or to supplement the TCAT project with BIL funds should an award from TDOT not cover the full amount.

Action options/Recommendations:

Staff recommends approval.

Attachment: Work Authorization No. 3

**MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
WORK AUTHORIZATION – 03
TCAT REHABILITATION FINAL DESIGN AND BID**

It is agreed to undertake the following work in accordance with the provisions of the Professional Services Agreement between the City of Morristown (OWNER) and Goodwyn Mills Cawood, LLC (ENGINEER) dated December 6th, 2022.

Scope of Services:

Provide architectural, structural, mechanical, electrical, and plumbing professional design services as shown in the attached Scope of Work.

Time of Performance:

A schedule will be provided when funding becomes available and a Notice to Proceed is provided by OWNER.

Payment to ENGINEER:

The ENGINEER shall be compensated for performance of work on the basis outlined in the attached Scope of Work.

PROFESSIONAL SERVICES BUDGET NOT TO EXCEED

\$175,000.00

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:

ENGINEER:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Goodwyn Mills Cawood

3310 West End Avenue
Suite 420
Nashville, TN 37203

T (615) 333-7200
F (615) 333-0529

www.gmcnetwork.com

February 03, 2023

Attn: Andrew Ellard
Assistant City Administrator
100 W 1st North Street
Morristown, TN 37814
aellard@mymorristown.com

RE: Proposal for Architecture and Engineering Services for:
TCAT Morristown

Dear Mr. Ellard,

Thank you for the opportunity to present this proposal. The following outlines our understanding of the project and professional services proposed.

PROJECT SCOPE AND DESCRIPTION:

We understand the project scope to include work at the classroom, adjacent hanger, and a connector between the two buildings.

Classroom building:

- General building and maintenance repair including mitigation of water infiltration.
- Code upgrades as required.
- Programmatic and functional alterations to floor plan layouts within the existing building envelope. (If an addition is needed, a fee proposal can be provided under separate cover.)
- As-built drawings of the existing building. (We currently understand that existing building drawings are not available).

Aviation Hanger:

- Roof and Insulation replacement.
- Replacement of rollup doors (assessment of one door, might only need new seals).
- Paint interior steel frame.
- Relighting of interior space.
- Design and of new fire separation between small rooms outside the hanger area and the hanger area.
- Roof replacement of the small rooms outside the hanger area.

Connector between Aviation Hangar and Classroom Building

- Enclose connector.

PROPOSED PROFESSIONAL SERVICES AND FEES:

Below is our proposed summary for Architectural and Engineering Services:

BASIC SERVICES:

Goodwyn Mills Cawood will provide full basic services including: architectural, structural engineering, mechanical engineering, electrical and plumbing engineering design services. Services shall include: schematic design, design development, construction documents, and plan review/permitting, bid/negotiations and construction administration. Our fee includes (2) trips during the design phases as required for coordination and review of the progress documents. During Construction the architect shall attend a monthly OAC meeting and make monthly field visits to review the construction progress and coordinate with the contractor.

**BASIC SERVICE COMPENSATION:**

Professional Architectural and Structural Services:

1) Our fee for service is a lump sum amount of one hundred seventy five thousand dollars (\$175,000.00) allocated as follows and invoiced monthly per the progress of each phase excluding construction administration,

SERVICES NOT INCLUDED:

The following services are not included in the Basic Scope of services but may be added as an additional service upon request:

- Geotechnical Engineering (can be provided as an additional service upon request)
- Construction Administration/Submittal Review
- Environmental Reports on the site
- Furniture selection and procurement
- Renderings

ADDITIONAL SERVICES:

Additional Services shall be billed at Goodwyn Mills Cawood's standard hourly rate schedule. Additional services provided by consulting engineers or other specialty consultants will be invoiced with a 1.2 multiplier to invoices received. GMC Standard hourly rates are outlined below:

Principal Architect	\$250.00
Executive VP/Senior VP	\$225.00
Vice President	\$200.00
Senior Architect	\$200.00
Architect/Project Manager II	\$175.00
Architect/Project Manager I	\$150.00
Intern II	\$130.00
Intern I	\$110.00
Technical III	\$140.00
Technical II	\$110.00
Technical I	\$80.00
Executive Administrative	\$80.00
Administrative II	\$70.00
Administrative I	\$60.00

REIMBURSABLE EXPENSES:

Expenses incurred by the Architect and Engineer in the interest of the project are in addition to the fees for services and are reimbursable to the Architect with a 1.15 multiplier. Expenses that shall be reimbursed include travel outside Davidson County, Tennessee; express mailing service; photocopying; and reproduction of documents.

INSURANCE:

Goodwyn Mills Cawood holds and shall attempt to obtain and maintain a professional liability insurance policy with limits of \$2,000,000 per claim and \$4,000,000 aggregate amount.

**LIMITATION OF LIABILITY:**

In recognition of the relative risks and benefits to the project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Client for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect to the Client shall not exceed \$50,000 or the amount of Goodwyn Mills Cawood's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OTHER CONDITIONS OR SERVICES:

All drawings produced under the contract will be signed by an authorized representative of the client at various intervals during the project, including at the conclusion of each design stage and at designated check set review stages, in acknowledgement of review.

Goodwyn Mills Cawood reserves the right not to seal drawings produced for any phase of the project under the terms of the agreement until all invoices billed up to that point have been paid in full.

This proposal shall be valid for 90 days from the date of this proposal and is subject to modification after such date. Should the Project be suspended by the Owner for more than 30 consecutive days, when the project is resumed, the Architect shall be compensated for expenses incurred in the interruption of the Architect's services. Goodwyn Mills Cawood fees for the remaining services and time schedules shall be adjusted accordingly. If the Project is suspended or the Architect's services are suspended for more than 90 days, Goodwyn Mills Cawood reserves the right to terminate the agreement by giving not less than seven (7) days' written notice.

CONTRACT FOR SERVICES:

If this proposal meets your approval, please sign below and we will forward a Standard AIA B101, 2017 Edition, Owner/Architect Agreement modified by this letter to serve as our agreement for services for this project.

Once again thank you for the opportunity to offer our proposal on this project. Should you have any questions, please feel free to contact me at any time.

Sincerely,

Mr. Andrew Ellard

Roy J Garcia, AIA
Vice President of Architecture

By: _____



Morristown City Council Agenda Item Summary

Date: February 7th, 2023

Agenda Item: Approval to declare miscellaneous public works equipment surplus

Prepared By: Andrew Ellard

Subject: Surplus Miscellaneous Public Works Equipment

Background: The Public Works Department currently possesses several pieces of equipment that are no longer of operational use to the City. Much of the equipment needs repair or no longer has any functional value.

Findings/Current Activity:

The Finance Department will utilize GovDeals to sell those items that have some functional value. Those items that no longer have functional value will be sold as scrap. The items include the following:

To be sold on GovDeals:

- 3 – Tarco Salt Spreader Beds (Model - Highlander Jr)
- 2 – Snow Dogg EX75 Complete Snow Plows
- 1 – Kobalt 60 Gallon 240 Volt 155PSI Air Compressor
- 1 – Megatron Generator 8 H.P.
- 1 – 20 Gallon Portable 6.5 H.P. Air Compressor

To be sold as Scrap: Custom (homemade) engine stand

- Small Boom Crane – doesn't function
- 6 H.P. 20 Gallon Air Compressor – Motor is locked up, doesn't function
- Generac Pressure Washer – Leaks – Doesn't function
- R-12 Recovery Machine – No gauges – Doesn't function

Financial Impact:

The sale of the items as surplus or as scrap will produce revenue that will be receipted in the general fund.

Action options/Recommendations:

Approve the surplus of the miscellaneous equipment.

Attachment: None

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt

RDOlaw

Date: February 3, 2023

Re: Promotions

I am requesting to make three promotions in the detective division for Detective Lieutenant, Detective Sergeant, and Detective Corporal at the February 7th council meeting. These promotions are to backfill positions.

Attached are the current civil service rosters for these positions. Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

CIVIL SERVICE BOARD


P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE LIEUTENANT

UPDATED ON SEPTEMBER 13, 2022 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Gary Bean	4/30/24
2	Tracy Bowman	4/30/24


Lee Parker, Chairman


Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE SERGEANT

UPDATED ON OCTOBER 11, 2022 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Pete Shockley	4/30/24
2	Jackie Hickey	4/30/24
3	Darrin Burchfield	2/28/23


Lee Parker, Chairman

10-11-22
Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE CORPORAL - INVESTIGATIONS

UPDATED ON SEPTEMBER 13, 2022 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jackie Hickey	4/30/24
2	Josh Akard	4/30/24


Lee Parker, Chairman


Date