

**FINANCE COMMITTEE**  
**February 6, 2024**  
**3:30 p.m.**

**WORK SESSION AGENDA**  
**February 6, 2024**  
**4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**February 6, 2024**  
**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Don Lamb, Morristown Fire Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. January 2, 2024

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

- 10-a. **Resolutions**

1. Resolution No. 2024-03  
A Resolution of the Council of the City of Morristown, Tennessee directing payment of Electric Tax Equivalent.
2. Resolution No. 2024-04  
A Resolution of the Council of the City of Morristown, Tennessee directing payment of Wastewater Tax Equivalent.
3. Resolution No. 2024-05  
A Resolution of the City Council of the City of Morristown, Tennessee authorizing application for the 2024 HOME Grant with the Tennessee Housing Development Agency.
4. Resolution No. 2024-06  
A Resolution of the City Council of Morristown, Tennessee Adjusting Sick Leave Balances for Shift Fire Personnel.
5. Resolution No. 2024-07  
A Resolution of the City Council of Morristown, Tennessee to allow Mayor Chesney to negotiate an employment agreement with Andrew Ellard to fill the position of City Administrator.

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

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

1. Approval to declare miscellaneous office furniture, items and equipment as surplus.
2. Acknowledge receipt of bids from pre-qualified general contractors for the construction of the new Fire Station No 3 project on Thompson Creek Road, and award the project to McSpadden, Inc. based on their bid of \$5,499,228 including Alternate No. 1.
3. Authorize the repair to Fire Truck Unit #52 in the amount of \$10,189.84.
4. Approve Professional Service Agreement with Lose Design for the design and construction administration services for storage building for the Police Department and an open storage building for Public Works.
5. Acknowledge receipt of bids for the Command Post Mobile Trailer, accept the bid from Smokey Mountain Trailer Outlet as the best and lowest bid, and authorize a one-time purchase totaling with freight \$71,150.
6. Acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Police Alarm System, accept the proposal from Trimble Security Integrations as the best proposal, total for equipment and installation \$29,995.93.

7. Authorize purchase of twenty-nine (29) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement.
8. Authorize the City Administrator to negotiate and execute Façade Improvement Awards to the recommended property owners/applicants.
9. Acknowledge receipt of proposal, and authorize the City Administrator to enter a Contract for Professional Services with Tennessee's Community Assistance Corporation (TCAC) for HOME grant administration services.
10. Approve an amendment to the ground lease with Minor's Marine, Incorporated (dated February 17, 2004) to allow for the early termination of the same.
11. Approval of proposal from Michael Baker International for a Phase I Environment Site Assessment/Optional Desktop Research for the Central Church Road/Pilot Oil #295 in the amount of \$10,322.
12. Acknowledge receipt of bids for the Demolition of 112 W. 2nd North Street Property, accept the bid from Demolition Environmental Companies, LLC as the best and lowest bid.
13. Approval of the Sponsorship Agreement between the City of Morristown and Dick's Sporting Goods for the Parks and Recreation Department.
14. Acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Lorino Park Irrigation, accept the proposal from Oak View Landscaping and Lawn Care as the best proposal.
15. Authorize the purchase of a portion of property at 750 Thompson Creek Rd (Parcel 034 022.00) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence.
16. Approval of Inspection and Maintenance Agreement (I&M) with O&A Properties, LLC for property located at 4374 Erica Greene Circle (Huey Magoos) Morristown, Tennessee.
17. Authorize The Sports Facilities Companies, the operator of the Morristown Landing, to enter into a Sponsorship Agreement with Morristown-Hamblen Healthcare System for Athletic Trainer Services.

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

1. Mayor's appointment/reappointment to the Tennessee Valley Housing Services Board (formerly Morristown-Hamblen Housing Authority) for a five-year term to expire February 15, 2029; term expiring Jerry Issacs.

2. Mayor's appointment(s)/re-appointment(s) to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2028. Term expiring John Wallace.

**10-e. New Issues**

1. Approval to hire one (1) Entry Level Firefighter, Morristown Fire Department.
2. Confirmation of disciplinary action for the Morristown Police Department.

**11. CITY ADMINISTRATOR'S REPORT**

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

**13. ADJOURN**

**WORK SESSION  
February 6, 2024**

1. Engineers Report – Road Improvements

**City Council Meeting/Holiday Schedule.**

February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 5, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 5, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 19, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 19, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 29, 2024	Friday		City Center Closed – Observance of Good Friday
April 2, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
April 2, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 7, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 7, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 21, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 21, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

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

**January 2, 2024**

**5:00 p.m.**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, January 2, 2024 with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter. Absent, Al A'Hearn.

Reverend Mark Campbell, Morristown Police Department Master Chaplain led in the invocation. Mayor Chesney led the "Pledge of Allegiance".

Councilmember K. Senter made a motion to adopt the January 2, 2024, agenda as presented. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. No one spoke.

Councilmember Pedigo made a motion to approve the December 19, 2023, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4768. No one spoke.

Councilmember Pedigo made a motion to adopt Ordinance No. 4768 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; Councilmembers Bivens, Garrett, J. Senter, K. Senter and Mayor Chesney voted "aye". Councilmember Pedigo "abstained".

**Ordinance No. 4768**

**An Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID#032017 02201 from R-2 (Medium Density Residential District) to IB (Intermediate Business District) located along N. Davy Crockett Parkway/25E.**

A Public Hearing was held relating to Plan of Services – Resolution No. 2024-01. No one spoke.

Councilmember K. Senter made a motion to adopt the Plan of Services – Resolution No. 2024-01. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

**Resolution No. 2024-01**

**A Resolution Adopting a Plan of Services for the Annexation of Hamblen County Tax ID#051 08708 located off of McClister Road.**

A Public Hearing was held relating to Ordinance No. 4769. No one spoke.

Councilmember Pedigo made a motion to adopt Ordinance No. 4769 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4769**

**An Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee. Annexation of approximately 26.41 acres, being Lots 10 and 11 the Helm McClister Estate survey, as recorded in the Hamblen County courthouse on Plat Book A, Page 104.**

A Public Hearing was held relating to Ordinance No. 4770. No one spoke.

Councilmember K. Senter made a motion to adopt Ordinance No. 4770 on second and final reading. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4770**

**An Ordinance to close and vacate certain rights-of-ways within the City of Morristown, Tennessee {Portion of Howell Road public right-of-way near the intersection of Centennial Court}.**

Councilmember K. Senter made a motion to approve Resolution No. 2024-02. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Resolution No. 2024-02**

**A Resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners James L. Richardson “Driver” Matching Grant Program.**

Councilmember Pedigo made a motion of the approval to declare surplus nine (9) vehicles and (2) mowers that have been removed from service and are no longer being utilized. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.



Councilmember Bivens made a motion to acknowledge the receipt of proposals related to the sale of property on East Main Street and reject all proposals. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Al A'Hearn, Tommy Pedigo and Joseph Senter to the 2024 Finance Committee. He designated Tommy Pedigo as Chairman.

Councilmember Bivens made a motion to appoint Gary Underwood to Lieutenant for the Morristown Fire Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to appoint Brian Williams to Driver for the Morristown Fire Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to hire Austin Breeding and David Underwood as Entry Level Firefighters for the Morristown Fire Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the January 2, 2024, Morristown City Council meeting at 5:21 p.m.

---

Mayor

Attest:

---

City Administrator

**RESOLUTION NO. 2024-03**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,**  
**TENNESSEE DIRECTING PAYMENT OF ELECTRIC TAX EQUIVALENT.**

**WHEREAS**, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

**WHEREAS**, necessary data have been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions:

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Jurisdiction	Amount
City of Morristown	\$1,502,616.22 (77.5%)
Hamblen County	<u>\$ 436,243.42 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$1,938,859.64</u>

ADOPTED THIS THE 6<sup>th</sup> DAY OF FEBRUARY 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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



MORRISTOWN UTILITIES COMMISSION

433 West First North St  
PO Box 667  
Morristown, TN 37815  
Ph. 423-586-4121 [www.musfiber.net](http://www.musfiber.net)

RECEIVED

JAN - 9 2024

CITY OF MORRISTOWN  
ADMINISTRATION

January 4, 2024

Mr. Tony Cox  
City of Morristown Administrator  
P. O. Box 1499  
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2024 on the next available City Council meeting agenda. Copies of the resolution passed on January 4, 2024, by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2023 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,



Clark Rucker  
Assistant General Manager

Electric, Water, Wastewater, Video, Internet & Voice Services

**RESOLUTION 2023-12-02**

**DIRECTING PAYMENT OF TAX EQUIVALENT**

**WHEREAS**, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by The Morristown Utility Commission; and


**WHEREAS**, these bodies will consult regarding the amounts of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and

**WHEREAS**, necessary data has been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

**NOW, THEREFORE, BE IT RESOLVED**, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Jurisdiction	Amount
City of Morristown	\$1,502,616.22 (77.5%)
Hamblen County	<u>\$ 436,243.42</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$1,938,859.64</u>

**PASSED** this 4<sup>th</sup> day of January, 2024

  
George B. McGuffin, Chairman

  
Rod Isaacs, Secretary

**RESOLUTION NO. 2024-04**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,**  
**TENNESSEE DIRECTING PAYMENT OF WASTEWATER TAX EQUIVALENT.**

**WHEREAS**, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

**WHEREAS**, necessary data have been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions:

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Jurisdiction	Amount
City of Morristown	\$567,735.63

ADOPTED THIS THE 6<sup>th</sup> DAY OF FEBRUARY 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**MORRISTOWN UTILITIES COMMISSION**

433 West First North St  
PO Box 667  
Morristown, TN 37815  
Ph. 423-586-4121 [www.musfiber.net](http://www.musfiber.net)

January 4, 2024

Mr. Tony Cox  
City of Morristown Administrator  
P. O. Box 1499  
Morristown, TN 37815

**RECEIVED**

**JAN - 9 2024**

**CITY OF MORRISTOWN  
ADMINISTRATION**

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2024 on the next available City Council meeting agenda. Copies of the resolution passed January 4, 2024 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2023 plant assets. The formulas and methods of calculation are those set forth by the State of Tennessee.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,



Clark Rucker  
Assistant General Manager

Electric, Water, Wastewater, Video, Internet & Voice Services

**RESOLUTION 2023-12-03**

**DIRECTING PAYMENT OF TAX EQUIVALENT  
WASTEWATER**

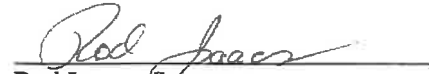
**BE IT RESOLVED** by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

FY 2023 In-Lieu Tax Payable

\$ 567,735.63

**PASSED** this 4<sup>th</sup> day of January, 2024.

  
George B. McGuffin, Chairman

  
Rod Isaacs, Secretary

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AUTHORIZING APPLICATION FOR THE 2024 HOME GRANT WITH THE TENNESSEE HOUSING DEVELOPMENT AGENCY.**

**WHEREAS**, Morristown City Council recognizes the need for housing rehabilitation for low income residents within the City; and

**WHEREAS**, the City desires to provide these services to the residents within the City; and

**WHEREAS**, the Morristown City Council understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low income persons.

**NOW, THEREFORE, BE IT RESOLVED**, that the Morristown City Council does hereby authorize the City Mayor to file an Application for 2024 HOME funds with THDA in the amount of \$750,000.00 There is no City funds match requirement.

**BE IT FURTHER RESOLVED**, that the Morristown City Council does hereby authorize the City Mayor to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of the application and that Tennessee's Community Assistance Corporation administer this grant application and grant funds on behalf of the City.

**This Resolution was duly considered and adopted by the City Council, in and for Morristown City, Tennessee, this the 6<sup>th</sup> day February 2024.**

---

Gary Chesney, Mayor -

Attest:

---

Anthony Cox, City Administrator





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Resolution No. 2024-06. Adopt a resolution awarding active shift fire personnel 1.5 hours of sick leave per pay period employed as shift fire personnel between September 6, 2015 and December 3, 2023.

**Prepared By:** Andrew Ellard

**Subject:** Resolution Awarding Additional Sick Leave

**Background:** In 2015, the City reduced the sick leave accrual rate for shift fire personnel to match that of all other city employees. The department adopted a practice at some point during those years of only charging personnel one-third of the sick time actually taken. The employee handbook amendment effective December 3, 2023 corrected these issues (going forward) by clarifying that 1) shift fire personnel should earn more sick leave hours based on the fact that they work 40% more hours than regular full-time employees of the city, and 2) sick leave should be taken and charged hour-for-hour.

### Findings/Current Activity:

While the recent employee handbook amendment creates an equitable solution going forward, it can be argued that someone who earned/accrued time over the last few years at a reduced rate is now having to take the time at a seemingly advanced rate. A “fix” for this would be to award additional sick time based on the difference between the new increased rate (5.192 hrs. per pay period) and the reduced rate from 2015 (3.692). This would be 1.5 hours per pay period.

### Financial Impact:

There is no immediate impact in terms of a financial outlay for the City. The result would be up to 322.5 hours of sick leave being added (for those that worked for the department the entire period described). The financial impacts to the City would come in the calculation of the TCRS actuarial which would be relatively difficult to calculate, and the cost of staffing positions when someone utilizes the leave, which is no different than when facing other leave/scheduling matter.

### Action options/Recommendations:

Staff recommends adoption.

**Attachment:** Resolution No. 2024-06

**RESOLUTION NO. 2024-06**

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE  
ADJUSTING SICK LEAVE BALANCES FOR SHIFT FIRE PERSONNEL**

**WHEREAS**, the sick leave accrual for shift fire personnel was reduced in the employee handbook to 3.692 hours per pay period effective September 6, 2015;

**WHEREAS**, the sick leave accrual for shift fire personnel was increased in the employee handbook to 5.192 hours per pay period effective December 3, 2023;

**WHEREAS**, certain inequities are recognized in terms of the practice of accruing and charging sick leave between the aforementioned dates; and

**WHEREAS**, the City Council desires to correct this inequity;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Morristown, Tennessee that all active shift fire personnel be awarded the difference of 1.5 hours of sick leave per pay period employed as shift fire personnel between September 6, 2015 and December 3, 2023.

**ADOPTED THIS THE 6<sup>th</sup> DAY OF FEBRUARY, 2024.**

---

MAYOR

ATTEST:

---

CITY ADMINISTRATOR

**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE TO ALLOW MAYOR CHESNEY TO NEGOTIATE AN EMPLOYMENT AGREEMENT WITH ANDREW ELLARD TO FILL THE POSITION OF CITY ADMINISTRATOR.**

**WHEREAS**, the City of Morristown Charter provides for a City Administrator as the chief administrator of the city; and

**WHEREAS**, the City Administrator position will become vacant on March 9, 2024, due to the retirement of Mr. Cox; and

**WHEREAS**, the City Council has engaged Pete Auger of the Municipal Technical Advisory Service (MTAS) to work with City Council and develop a profile for the candidate to fill the position of City Administrator; and

**WHEREAS**, Mr. Auger facilitated a work session with Council to review the profile and discuss how best to proceed in the search process; and

**WHEREAS**, Council requested that Mr. Auger review potential internal candidates to determine if they met the profile developed by Council for the position; and

**WHEREAS**, Mr. Auger has reviewed the credentials, experience, and competencies of Andrew Ellard and found that he was a qualified candidate for the position; and

**WHEREAS**, the Morristown City Council agrees with the MTAS assessment and wishes to engage Mr. Ellard as the next City Administrator for Morristown.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of Morristown, Tennessee, that the Mayor be authorized to negotiate an employment agreement with Mr. Ellard to be reviewed by the City Council.

**ADOPTED THIS THE 6<sup>th</sup> DAY FEBRUARY 2024.**

---

Mayor

Attest:

---

City Administrator

# The City of Morristown

Finance Department



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Approve to declare all the below items as surplus.

**Prepared By:** Jeanna Vanek

**Subject:** Items to Surplus

**Background:** The scissor jacks and handles were removed from the 2023 Dodge Chargers to make space for the equipment. The office furniture and misc. items have not been used in over a year.

<u>Quantity:</u>	<u>Unit / Lot:</u>	<u>Description:</u>	<u>Serial # if applicable</u>
9	N/A	Scissor Jacks and Handles	N/A
1	LOT 100	2 chairs, one coffee table, one lamp	N/A
1	LOT 101	4 rolling chairs and one dining table	N/A
1	LOT 102	2 display signs	N/A
1	LOT 103	Radio Equipment	N/A
1	LOT 104	5 metal filing cabinets	N/A
1	LOT 105	1 vacuum	N/A
1	LOT 106	2 metal desks	N/A
1	LOT 107	2 projector screens	N/A
1	LOT 108	2 magazine racks, 1 picture, 4 wood desks, 1 cabinet, 4 partial wood desks	N/A

**Findings/Current Activity:** The City has no operational use of the surplus items. It is recommended all items be sold through Gov Deals and if the furniture and small misc. items are unable to sell, they would be disposed of.

**Financial Impact:** The sale of the surplus items will generate revenue.

**Action options/Recommendations:** Approve the items as surplus.

**Attachment:** None



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge receipt of bids from pre-qualified general contractors for the construction of the new Fire Station No 3 project on Thompson Creek Road, and award the project to McSpadden, Inc. based on their bid of \$5,499,228 including Alternate No. 1.

**Prepared By:** Andrew Ellard

**Subject:** Fire Station No. 3 Construction

**Background:** The City and Architect, Sonja Shannon, issued a request for qualification from general contractors interested in bidding on the new fire station project, and the City Council approved four (4) such contractors at its December 5, 2023 meeting. The opportunity to bid the project was presented to these four (4) contractors. One withdrew as other committed projects would prevent them from performing in this project.

### Findings/Current Activity:

Three (3) pre-qualified contractors submitted bids. Architect Sonja Shannon has reviewed the submissions and recommends McSpadden, Inc. as the lowest and best bid. Only \$183,772 (3.3%) separates the high and low bidders. McSpadden's bid was the lowest base bid (not including Alternate 1) and is the lowest cumulative bid (including Alternate 1).

### Financial Impact:

This project is higher than the amount anticipated in the 2023 bond financing by \$499,228. This difference, and the actual costs that come in on the other projects will need to be taken into consideration to determine whether other projects need to be adjusted or if funds should be pulled from other resources. But it is staff's recommendation that the project move forward with the inclusion of Alternate 1 as the prospect of deferring the classroom construction to a later date will likely result in a higher cost being incurred at a later date.

### Action options/Recommendations:

Acknowledge receipt of three bids and award the project to McSpadden, Inc.

**Attachment:** Architect's recommendation letter & bid tabulation.



February 1, 2024

City of Morristown  
Attn: Mr. Andrew Ellard  
100 West First North Street  
Morristown, Tennessee 37814

RE: Fire Station Three  
Construction Bids

Mr. Ellard,

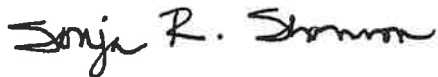
Bids for the new construction of Fire Station Three to be located at Thompson Creek Road were received on January 29, 2024 at 2 pm at Morristown City Center.

The bid was comprised of two parts, the base bid and one alternate. The General Contractors who offered bids were all approved through a Request for Qualifications process in November 2023. The extremely small variation in bid amounts is illustrated in the attached bid tabulation and should give the City of Morristown confidence in the accuracy of the outcome.

The lowest bid was received from McSpadden Inc. whether considering the base bid alone or in combination with the alternate. I would highly recommend McSpadden, Inc. for the work described.

Please let me know if you have any questions or how I can be of any assistance.

Sincerely,



Sonja R. Shannon, Architect  
AIA, NCARB, LEED AP BC+D



# CITY OF MORRISTOWN FIRE STATION THREE

## BID TABULATION

	Evans-Ailey Construction	McSpadden, Inc.	Merit Construction
Bid Bond	Included	Included	Included
Addendum One	Receipt acknowledged	Receipt acknowledged	Receipt acknowledged
Addendum Two	Receipt acknowledged	Receipt acknowledged	Receipt acknowledged
Addendum Three	Receipt acknowledged	Receipt acknowledged	Receipt acknowledged
Addendum Four	Receipt acknowledged	Receipt acknowledged	Receipt acknowledged
Base Bid	\$4,913,000.00	\$4,746,200.00	\$4,980,000.00
Alternate One	\$673,000.00	\$753,028.00	\$703,000.00
Base Bid + Alternate	\$5,586,000.00	\$5,499,228.00	\$5,683,000.00



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Authorize the repair to Fire Truck Unit #52 in the amount of \$10,189.84.

**Prepared By:** Jeanna Vanek

**Subject:** Hydraulic issues on ladder for Fire Truck # 52

**Background:** Public Works does not have the equipment needed to make aerial repairs on Fire Trucks.

**Findings/Current Activity:**

Hydraulic issues were found when the aerial would extend out the basket, it would twist towards one side, and the lift cylinders would not hold.

**Financial Impact:**

Funds have been identified in the FY24 budget to cover the cost of the repairs.

Pierce – Siddons-Martin Emergency Group - \$10,189.84

**Action options/Recommendations:**

Staff would recommend City Council approve the expense.

**Attachment:** Quote and Sole Source Letter



Siddons-Martin Emergency Group  
 2812 John Deere Dr  
 Knoxville, TN, 37917  
 USA  
 Phone: (901) 763-7077

<b>Invoice #:</b>	326-0000004717
<b>PO #:</b>	
<b>Date:</b>	11/29/2023

**Remit to: PO Box 679827 Dallas, TX, 75267 USA**  
**ACH/Wire instructions available upon request**

<u>Customer info:</u>	<u>Document info:</u>	<u>Unit info:</u>
MORRISTOWN FIRE DEPT ACCOUNTS PAYABLE P O BOX 1499 Morristown, TN, 37816 USA	Work order #: 326- WO0000008552 Service advisor: David Clark Jr (GW08)	Job #: 29594 VIN: 4P1BCAGF5HA016885 Unit: T-1 MORRISTOWN FIRE DEPT. In / Out Hours: 1185/0 Miles: 14142/0

Line #      Description:  
 1      **Condition:** HYDRAULIC ISSUES  
       **Cause:** FOUND WHEN THE AERIAL WOULD EXTEND OUT THE BASKET WOULD TWIST TOWARDS ONE SIDE AND THE LIFT CYLINDERS WOULD NOT HOLD. ALSO FOUND THE EXTEND CYLINDERS LEAKING FROM THE WIPER SEAL  
       **Correction:** REMOVED BOTH EXTEND CYLINDERS AND SENT OUT FOR REPAIR. ORDERED NEW COUNTER BALANCE VALVES FOR BOTH LIFT CYLINDERS.  
       ONCE THE EXTEND CYLINDERS HAD BEEN REPAIRED WE REINSTALLED THEM, ADJUSTED CABLES TO PIERCE SPEC. TORQUED JAM NUTS ON CABLE ENDS TO SPEC. REMOVED DRIVER SIDE LIFT CYLINDER, LINED UP EYELETS AND REINSTALLED. REPLACED ALL 4 COUNTER BALANCE VALES ON THE LIFT CYLINDERS. TOPPED OFF HYDRAULIC FLUID. RAN AERIAL UP TO TEMP AND PERFORMED A DRIFT TEST. AERIAL PASSED THE DRIFT TEST.

Part description:	Qty:	Item price:	Total price:
Ladder Ext Cyl Reb	2.00	\$2139.00	\$4278.00
VALVE,COUNTERBALANCE, 3400 PSI CYLINDER	2.00	\$259.14	\$518.28
VALVE COUNTERBALANCE 1500 P	2.00	\$243.03	\$486.06

<b>Labor total: \$4,657.50</b>	<b>Parts total: \$5,282.34</b>	<b>Sublet total: \$0.00</b>	<b>Freight total: \$0.00</b>	<b>Line total: \$9,939.84</b>
--------------------------------	--------------------------------	-----------------------------	------------------------------	-------------------------------

**Total of All Services**

Labor total	\$4,657.50	Shop supplies	\$250.00
Parts total	\$5,282.34	Sublet total	\$0.00
Freight total	\$0.00	Sales tax	\$0.00

**Invoice total: \$10,189.84**

Pierce Manufacturing Inc.  
2600 American Drive  
Appleton, Wisconsin 54912-2017  
920-832-3000



December 14, 2022

Dear Valued Customer,

Since 1917, Pierce Manufacturing has provided the finest fire apparatus in the industry. The quality of our products and services are our number one priority.

To provide you with the personalized level of service you deserve, Pierce Manufacturing has established a widespread network of authorized dealers throughout the country. Siddons-Martin Emergency Equipment Group, LLC is the Pierce sole source for Aftermarket parts sales in Nevada (excluding Clark County), New Mexico, Utah, Texas, and Louisiana supporting the Pierce fire apparatus product lines. They are the sole source for parts and warranty service in this area accordingly and are extremely qualified to provide you with the service you have come to expect.

Please contact them directly for any requests concerning the product line. Siddons-Martin Emergency Equipment Group, LLC can provide you parts and labor for any of these apparatus at the quality you deserve.

Regards,



Dylan Reitzner, Pierce Aftermarket Support Team  
Pierce Manufacturing Inc.  
An Oshkosh Corporation Company

2600 AMERICAN DRIVE  
POST OFFICE BOX 2017  
APPLETON, WISCONSIN 54912-2017  
920-832-3000 • FAX 920-832-3208  
[www.piercemfg.com](http://www.piercemfg.com)



January 10, 2024

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Arkansas, Tennessee, Texas, Louisiana, New Mexico, Utah, and Nevada (except for Clark County in Nevada).

Siddons-Martin Emergency Group, LLC is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in each state they represent.

Please contact Siddons-Martin Emergency Group, LLC direct for Sales support or visit their website for more information at [www.siddonsmartin.com](http://www.siddonsmartin.com).

Sincerely,

A handwritten signature in black ink that reads "Charley Hopp".

Charley Hopp  
Manager – Contracts and Sales Support  
Pierce Manufacturing Inc.

# The City of Morristown

---

Finance Department



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Approve Professional Service Agreement with Lose Design for the design and construction administration services for storage building for the police department and an open storage building for public works.

**Prepared By:** Andrew Ellard

**Subject:** Engineering & Design – Public Works & MPD Storage Buildings

**Background:** Among other projects, part of the 2023 bond financing is intended to fund an outdoor storage building for public works and an enclosed building for the storage of police vehicles, equipment, and evidence processing.

Lose Design is one of the three architectural firms that answered the City's RFQ in 2022. The firm is very familiar with the Public Works facility.

### Findings/Current Activity:

The scale of these projects justifies the involvement of architectural/engineering expertise.

### Financial Impact:

The lump sum cost of proposed services is \$175,500, which can be paid from the 2023 bond financing.

### Action options/Recommendations:

Staff recommends approval.

**Attachment:** Professional Service Agreement





December 14, 2023

Mr. Andrew Ellard, Assistant City Manager  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

RE: Morristown Public Works Expansions

Dear Andrew,

Lose Design is pleased to offer its professional services for your project in Morristown, Tennessee. Services required include completion of civil, architectural and landscape construction documents and submittal of these documents to the appropriate agencies for review and preparation of applicable permit applications.

If this proposal is acceptable, please provide your authorization in the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in blue ink that reads "Michael Black". The signature is fluid and cursive, with the first name "Michael" and the last name "Black" clearly distinguishable.

Michael Black, PE  
VP – Director of Operations

Attachments:  
Professional Services Agreement  
–Scope of Services/Fees  
–Terms and Conditions  
–Hourly Rate Schedule  
–Signature Page  
–Exhibit 'A'

# **PROFESSIONAL SERVICES AGREEMENT**

## **SCOPE OF SERVICES/FEES**

***Morristown Public Works Expansions  
400 Durham Landing  
Morristown, Tennessee 37813***

**Lōse Project Number 22049-4**

### **Project Description**

Lōse Design understands that the City of Morristown desires to expand the existing Public Works Department via two new structures and the associated sitework. We understand that the Client desires us to provide design services for one (1) new open-air pavilion, one (1) one new storage building, a new paved drive, new fencing, sitework, and planting. We understand that the criteria will require design, permitting review process, construction administration, and coordination with the project team and applicable review agencies through all tasks listed in this document.

We understand that the land disturbance for these parks is to be more than one (1) acre and will require environmental permitting, stormwater coordination, design and application for both. Lastly, Lōse understands that the client will provide survey data for the above improvements in the event data is needed to perform the design.

### **Task 1 - Project Management and Data Collection**

This task will consist of the following:

- Coordination with existing electric, water and sewer utility companies and creation of a master list of contacts.
- One (1) in person kick-off meeting with City staff.
- Lōse will conduct one (1) site visit for this task.
- Project management services expected for tasks 1 – 8.

### **Task 2 –Design Development**

After the initial meeting with the City, Lose will:

- Develop design documents, including but not limited to: cover page, plans, elevations, sections, and details for one (1) new open-air pavilion and one (1) new storage building.
- Lōse will submit one (1) set of plans to the Client for review during this phase.
- Lōse will compile and address comments received from Client in the design.
- Building layout and configuration will be finalized.
- Building structural systems will be defined.

### **Task 3– Preliminary Site Engineering**

This task will consist of the following:

- Utilizing the previously prepared concept plan, Lōse will prepare a digital base file for design of the proposed facility site improvements.

- Lōse will incorporate the layout to meet facility and City requirements.
- Lōse will create a preliminary grading and drainage plan based on concept plan site layout.
- Lōse will prepare preliminary utility routing based on the concept plan and information gathered during the concept plan phase and present this during the pre-application meeting with the City.
- Lōse will evaluate existing hydrology and prepare preliminary evaluation of stormwater detention requirements, if any.
- Lōse will prepare a preliminary water quality design to meet City requirements, if required.
- Up to two (2) revisions of the plan will be completed for this task to address City comments.

#### **Task 4–Construction Documents**

The Construction Documents will be provided for issuance of permits and consist of required documentation for City Engineering, Building Codes' Review and Permitting with Consultant Coordination and material, and as a guide for on-site construction. Structural Engineering, Mechanical Engineering, and Electrical Engineering information will be provided from consulting engineers. Upon approval of the preliminary plan, and feedback from City engineering and staff, Lōse will proceed with the Construction documents as follows:

- Generate base files.
- Lōse will create a cover sheet with a vicinity map, project information and site data table.
- Lōse will create and compile architectural construction documents set for one (1) new open-air pavilion and one (1) new storage building.
- Lōse will develop a site demolition plan indicating elements for clearing and removal from site.
- Lōse will create a site layout plan with critical dimensions for locating the proposed elements in applicable areas of the existing site.
- Lōse will create a grading plan with 1' contours and spot elevations indicating grades for proposed construction.
- Lōse will create a three phase Erosion Protection and Sediment Control plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lōse will create a Utility layout plan, indicating connections from existing water lines to the proposed irrigation system.
- Lōse will create construction details at various scales for contractor's convenience and indicating desired construction conditions.
- Lōse will provide consulting engineering plans for Electrical design associated with the new structures and site lighting.
- Lōse will submit a 90% check set of construction drawings to the City for review and comment.
- Lōse will address comments from 90% set review.
- Lōse will finalize construction documents and submit them to the appropriate agencies for permitting review and approval.
- Lōse will provide up to two (2) rounds of revisions based on reviewer comments within the scope of this proposal.
- Once all reviewer comments have been addressed and permits approved, Lōse will submit the appropriate Contract Documents to the City for bidding purposes. These Contract Documents will include a Project Manual and Construction Drawings, signed and sealed by the appropriate design professionals.

#### **Task 5 – Stormwater Design and Hydrologic Report**

This task will consist of the following:

- Lōse will prepare an approximate drainage model based on available information and engineering judgement for the pre-development conditions.
- Lōse will evaluate the current Stormwater infrastructure on site using available survey and City GIS data.
- Lōse will calculate the current performance of the existing stormwater within the footprint of the proposed improvements to identify deficiencies.
- Lōse will indicate necessary upgrades to the system to bring it into compliance with City regulations.
- Lōse will design the proposed stormwater system to accommodate the City Stormwater Management Manual.
- Lōse will provide recommended BMP's, notes, and calculation spreadsheets as necessary to complete the stormwater design.
- This task includes up to two (2) revisions of the plans to obtain approval from the City Department Review Team.

#### **Task 6 – NPDES / CGP Permitting / Building Permitting**

This task will consist of the following:

- Lōse will prepare a SWPPP and make application for Notice of Coverage (NOC) for the proposed disturbed area required for both park sites.
- Lōse will prepare hydrologic calculations and required documentation for application.
- Lōse will coordinate application fee and signatures required for application.
- Lōse will create three phase Erosion Protection and Sediment Control plans and notes to meet the requirements of the permit for both parks.
- Lōse will provide a maintenance plan for permanent erosion measures.
- Lōse will prepare Permitting Applications and Submit documents to the appropriate review agencies.
- Lōse will prepare Documents for Bid; to include drawings, specifications, and advertisement.
- Lōse will address review comments and resubmit up to (2) times with the local building and codes review department.

#### **Task 7 - Bid Administration**

This task will consist of the following:

- Attend one (1) pre-bid conference to meet with prospective bidders and answer questions related to the bid package.
- Attend one (1) bid opening meeting and record all bids submitted and prepare a bid tabulation.
- Review and respond to RFI's in the form of addenda during the bid period.
- Drawing updates as required to clarify RFI answers.
- Make final bid recommendation for City Council to consider.

#### **Task 8 - Construction Administration 8-Month**

This task will consist of the following:

- Lōse will attend and participate in a Pre-Construction meeting with the Owner and General Contractor.

- Lose will attend and participate in one (1) OAC meeting per month during the anticipated eight-month construction period.
- Lose will observe site conditions and document findings in conjunction with the OAC progress meetings each month.
- Lose will coordinate shop drawing review and responses with the appropriate parties as required to comply with the specifications and components necessary to complete construction.
- Lose will review and respond to RFI's that are relevant to the project contract documents.
- Lose will review change order requests as directed and provide the owner with a recommendation.
- Lose will review payment applications in conjunction with the monthly OAC progress meetings.
- Lose will provide a substantial completion review of the project, upon the request of the General Contractor. Lose will provide a report of the substantial completion review findings in the form of a punch list.
- Lose will provide a final completion review of the project, upon punch list completion, at the request of the contractor.

#### **Task 9 –Additional Services**

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to: geotechnical engineering, surveying or environmental specialists.
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Renderings or animations of the project for Client use.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.
- Other items requested by the Client or his representative not included elsewhere in this agreement.

#### **Exclusions**

- Record drawings and as-built plans.
- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Geotechnical Engineering design or inspections
- Traffic Engineering Services



- Surveying Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

**Client Responsibilities**

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Surveying Services
- Geotechnical Engineering & Investigations
- Procurement of additional consultants
- Bidding and contractor selection





### Fees

The services described herein will be provided on a Lump Sum (LS) fee basis (unless otherwise noted) as follows:

<u>Description of Services</u>	<u>Fee Amount <sup>(1)</sup></u>
1 – Project Management and Data Collection .....	\$16,750.00
2 – Design Development .....	\$20,750.00
3 – Preliminary Site Engineering .....	\$9,750.00
4 – Construction Documents .....	\$57,000.00
5 – Stormwater Design and Hydrologic Report .....	\$5,000.00
6 – NPDES / CGP Permitting .....	\$9,750.00
7 – Bid Administration .....	\$6,500.00
8 – Construction Administration .....	\$50,000.00
9 – Additional Services .....	Hourly, as needed

### Notes:

(1) Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

#### Remit Payment To:

Lose Design  
Attn: Accounts Receivable  
2809 Foster Avenue  
Nashville, TN 37210

#### Questions May Be Directed to:

Tammy Boyte  
Controller  
[tboyte@lose.design](mailto:tboyte@lose.design)  
615-767-5811

## TERMS AND CONDITIONS

**Payment Schedule and Terms** – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

**Current Hourly Rates** - An attached table, dated January 1, 2023, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2024, at which time they may be adjusted by the Design Professional.

**Additional Services** – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

**Term of Proposal** – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

**Fee Adjustment** – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

**Ownership of Documents** – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

**Jobsite Safety** – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

**Applicable Law** – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.

**Disputes Resolution** - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

**Termination of Services** – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

**Opinion of Probable Cost** – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Limit of Liability** - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$50,000** or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, to the extent permitted by law, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. 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.

**Betterment** - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



# ATTACHMENT A – Hourly Rates

**LOSE DESIGN**  
HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

## Professional Services Hourly Rate

Executive Management .....	\$300.00
Vice President .....	\$260.00
Sr. Engineer, Sr. Project Manager .....	\$230.00
Sr. Architect .....	\$210.00
Sr. Landscape Architect, Sr. Land Planner .....	\$200.00
Project Manager .....	\$200.00
Engineer, Architect .....	\$190.00
Landscape Architect, Interior Designer .....	\$175.00
Engineer in Training .....	\$150.00
Intern Architect .....	\$145.00
Land Planner .....	\$140.00
Senior Proposal Coordinator .....	\$135.00
BIM Specialist .....	\$130.00
Technician, Marketing Content Creator .....	\$100.00
Project Accounting Coordinator, Administrative Assistant .....	\$100.00

## Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2023

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2024, at which time they may be adjusted by the Design Professional.



## SIGNATURE PAGE

This is an Agreement made as of December 14, 2023, between the City of Morristown (herein called the CLIENT), and Lōse & Associates, Inc., dba Lōse Design (herein called Lose Design or the DESIGN PROFESSIONAL).

- I. Client and Lōse Design, for the mutual considerations hereinafter set forth agree that the services for project number 22049-4, Public Works Improvements in Morristown, TN, shall conform to the Scope of Services.
- II. Client agrees to pay Lōse Design as compensation for its services in accordance with the Fees Section in the proposal. Fees and other charges will be invoiced monthly by Lose Design. The amount of each invoice shall be due at the time of billing.
- III. The person signing this Agreement warrants he has authority to sign as, or on behalf of, the Client. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- IV. When signed by both parties, this Professional Services Agreement, including the attached Scope of Services/Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by Lōse Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

Agreed to:

Agreed to:

City of Morristown

Lōse Design

Client Name

Lose & Associates, Inc., dba Lose Design

\_\_\_\_\_  
Signer's Name (Typed or Printed)

\_\_\_\_\_  
Signer's Name (Typed or Printed)

BY:

Authorized Signature

BY:

Authorized Signature

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

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

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

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

*To Whom Should Invoices Be Directed:*

NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



MORRISTOWN PUBLIC WORKS COMPOUND  
EXHIBIT A - PUBLIC WORKS IMPROVEMENTS  
MORRISTOWN, TENNESSEE





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge receipt of bids for the Command Post Mobile Trailer, accept the bid from Smokey Mountain Trailer Outlet as the best and lowest bid, and authorize a one-time purchase totaling with freight \$71,150.

**Prepared By:** Jeanna Vanek

**Subject:** Command Post Mobile Trailer

**Background:** On January 2, 2024, the City Council approved the surplus of the 1988 Holiday Rambler Command Post Trailer. The Police Department would like to purchase a new trailer to replace the surplused trailer. The Command Post Trailer provides a mechanism for emergency responders to converge and effectively coordinate the ongoing response efforts during an incident.

**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 eight (8) total responses.

**Financial Impact:**

This purchase is part of the FY24 bond financing.

Total Cost = \$71,150

**Action options/Recommendations:**

Acknowledge bids, accept the bid from Smokey Mountain Trailer Outlet, and authorize the one-time purchase totaling \$71,150.

**Attachment:** Bid tabulation



# **Command Post Mobile Trailer BID TAB January 9, 2024**

<b>Vendor</b>	<b>Total Price</b>	<b>Exceptions Yes or No</b>
Best Trailers & Supply	\$79,500	Yes
Blackstone Tower Partners LLC DBA Draxxon	\$125,000	No
Legacy Brother, Inc.	\$72,250	No
Midway Trailers, Inc. DBA Total Trailers	\$99,900	No
Quality Vans & Specialty Trailers *	\$123,000	No
Rock's Trailer Sales	\$78,174	No
Smokey Mountain Trailer	\$71,150	No
Technology International, Inc	\$73,800	Yes

\*Quality Vans did not check the boxes on the bid that their quote complies on all specifications



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Police Alarm System, accept the proposal from Trimble Security Integrations as the best proposal, total for equipment and installation \$29,995.93.

**Prepared By:** Jeanna Vanek

**Subject:** Police Alarm System

**Background:** The City of Morristown's Police Alarm System was originally installed in approximately 2002, it is outdated and does not function well in today's standards. The new system will have 10 total cameras with the ability to livestream or play back feed, along with access entry codes and alarms to secured evidence rooms.

**Findings/Current Activity:**

A request for proposals was sent out three times, advertised six times in the Citizen Tribune, posted on the city's website and on Vendor Registry. We received two (2) total responses the third time the proposal was issued.

**Financial Impact:**

A JAG Grant was awarded for \$18,819 and the remaining amount, \$11,176.93 will be funded through the FY24 budget.

Total Cost : \$29,995.93 with a \$39.95 monthly fee for two years with automatic renewals.

**Action options/Recommendations:**

Acknowledge Trimble Security Integrations as the best proposal, and authorize the City Administrator to enter into a service agreement for \$39.95 monthly for two years, and automatically renewing thereafter.

**Attachment:** Score Chart

# PROPOSAL

## Police Alarm System

### City of Morristown

100 W 1st North st  
Morristown, TN 37814 United States  
(423) 581-0100

Revision: 0  
Modified: 1/26/2024



Presented By:

### Trimble Security Integrations

725 Sevier Avenue  
Knoxville, TN 37920 USA  
(865) 573-2049  
<http://www.trimblesecurity.com/>



## Proposal Summary

*Trimble Security proposes to upgrade the existing camera system and alarm system for the vault and gun room.*

<b>1</b>	<b>Ditek</b>	\$1,178.33
	1kVA On-Line Uninterruptible Power Supply	
<b>1</b>	<b>System Design &amp; Training</b>	\$23.34
	Complete System Design & Training	

<b>Equipment:</b>	<b>\$1,201.67</b>
-------------------	-------------------

<b>Labor:</b>	<b>\$3,127.00</b>
---------------	-------------------

<b>Proposal Summary Total</b>	<b>\$4,328.67</b>
-------------------------------	-------------------

## References

*Below are a list of references that we have provided similar services for.*

- 1. CCSE/White Realty- David Mink 865-207-3279 We installed a full integrated Access Control, Intrusion, and Camera system.*
- 2. Glory Church at Dante- Shannon Gray 865-696-9462 We installed a fully integrated Intrusion and Access Control system.*
- 3. Anderson Oral Surgery- Greg Anderson 865-406-8231 We installed a fully integrated Access Control, Intrusion, and Camera System*

<b>1</b>	<b>Trimble Security Integrations</b>	\$0.00
	Misc. conduit, connectors, wire, etc.	

<b>Equipment:</b>	<b>\$0.00</b>
-------------------	---------------

<b>Labor:</b>	<b>\$0.00</b>
---------------	---------------

<b>References Total</b>	<b>\$0.00</b>
-------------------------	---------------

\* Price Includes Accessories



*Trimble Security proposes to replace the existing analog camera system with an upgraded IP camera system based on walk-through done 1/10/2024 and RFP. This will be installing 8 interior cameras and 2 outdoor cameras. 1 outdoor camera being across the road will be pole mounted and shot back to the building using a wireless antenna. This will require a new recorder that will be shelf mounted installed by TSI in the office across from the gun room. The recorder will have space to ensure minimum of 45 days of recording per RFP Q&A response, also the recorder will have 6 extra channels for cameras to allow for future growth. TSI is also including 1 32" monitor to be installed for camera viewing. Remote software is also available to be installed on client requested PC's and devices. All cameras will be hardwired with new wire installed by TSI and ran to a network switch provided by TSI.*

1	<b>Etherwan Systems</b>	\$758.33
	Wireless Bridge Kit	
1	<b>Etherwan Systems</b>	\$733.33
	Etherwan Commercial Unmanaged Ethernet PoE Switch	
8	<b>Hanwha Techwin</b>	\$2,386.24
	Wisenet Q network indoor dome camera, 4MP @30fps, 2.8mm fixed focal lens	
1	<b>Hanwha Techwin</b>	\$377.59
	Wisenet Q network outdoor bullet camera, 4MP @30fps, 2.8mm fixed focal lens	
1	<b>Hanwha Techwin</b>	\$730.77
	Wisenet Q network outdoor vandal bullet camera, 4K @ 30fps, motorized vari-focal lens 3.2~10.2mm	
1	<b>Hanwha Techwin</b>	\$145.09
	WAVE Professional License. Enables one (1) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.	
1	<b>Hanwha Techwin</b>	\$724.61
	WAVE Software Based Video License (5 cameras)	
1	<b>Hanwha Techwin</b>	\$3,895.00
	16 Channel PoE network video recorder - 10TB	
10	<b>Trimble Security Integrations</b>	\$1,463.50
	CAT6 data drop includes wire, labor, and terminations	
1	<b>Trimble Security Integrations</b>	\$750.00
	Misc. conduit, connectors, wire, etc.	
1	<b>W Box</b>	\$15.00
	6' HDMI Cable for Monitor	
1	<b>W Box Technologies</b>	\$545.44
	32" Full HD Pro-Grade Color Monitor; 1920 X 1080P; VGA, HDMI, BNC	

\* Price Includes Accessories

<b>Equipment:</b>	<b>\$12,524.90</b>
<b>Labor:</b>	<b>\$11,788.25</b>

<b>Cameras Total</b>	<b>\$24,313.15</b>
----------------------	--------------------

## Alarm System

*Trimble Security proposes to replace the existing police alarm system with a new upgraded system. This system will be able to be armed/unarmed on site via keypad or remotely using the app. This will require installing the following per RFP pages 5 & 6 ;*

- 1 New LCD Keypad
- 1 New Control Panel
- 4 Door Contacts

*Monitoring that also includes phone app viewing and usage is \$39.95/month*

<b>1</b>	<b>DSC</b>	<b>\$141.75 *</b>
	NEO HS2016 Control panel NO Keypad w/CP01 software	
1	ELK Products	
	16.5VAC, 45VA TRANSFORMER	
1	Power-Sonic	
	POWERSONIC 12 VOLT, 7.0 AMP	
<b>1</b>	<b>DSC</b>	<b>\$179.25</b>
	NEO Full Message LCD Hardwired Keypad with English function	
<b>4</b>	<b>DSC</b>	<b>\$206.52</b>
	PowerG 915Mhz Wireless Door/Window Contact.	

<b>Equipment:</b>	<b>\$527.52</b>
<b>Labor:</b>	<b>\$807.50</b>

<b>Alarm System Total</b>	<b>\$1,335.02</b>
---------------------------	-------------------

<b>Equipment Subtotal:</b>	<b>\$14,254.09</b>
----------------------------	--------------------

<b>Labor Subtotal:</b>	<b>\$15,722.75</b>
------------------------	--------------------

<b>Project Subtotal:</b>	<b>\$29,976.84</b>
--------------------------	--------------------

\* Price Includes Accessories



## PROJECT SUMMARY

Equipment:	\$14,254.09
Product Adjustment:	\$13.64
Misc. Parts Adjustment:	\$5.45
Labor:	\$15,722.75

<b>Grand Total:</b>	<b>\$29,995.93</b>
---------------------	--------------------

**Client:** Anthony Cox

**Date**

**Contractor:** Trimble Security Integrations  
TN License #2063

**Date**

**City of Morristown**  
**Office of Finance and Purchasing**  
Police Alarm System RFP  
Thursday, January 25, 2024  
10:00AM

Criteria	Murrell	Trimble
Statement of Qualifications <i>(Point Value: 25 Points)</i>	20	20
Availability <i>(Point Value: 10 Points)</i>	4	9
References <i>(Point Value: 25 Points)</i>	21	25
Compensation & Solutions <i>(Point Value: 40 Points)</i>	24	39
<b>Total Points: <i>(100 points maximum)</i></b>	<b>69</b>	<b>93</b>



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Authorize purchase of twenty-nine (29) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement.

**Prepared By:** Jeanna Vanek

**Subject:** Protective gas masks and accessories – FY 2024

**Background:** Budget in FY 2024 provides for the purchase of protective gas masks and necessary accessories for the Police Department.

**Findings/Current Activity:**

Dana Safety Supply has provided a quote covering the purchase of twenty-nine (29) protective gas masks and accessories. Pricing has been approved under an open governmental agreement between Dana Safety Supply and Bradford County, Florida. Contract #BCSO2019-01 is on file in the purchasing office.

**Financial Impact:**

Funding has been appropriated in the FY2024 budget:

(29) Protective Gas Masks - \$12,071.25

Accessories - \$1,479

Freight - \$125

**Total Cost: \$13,675.25**

**Action options/Recommendations:**

Staff recommends the purchase.

**Attachment:** Dana Safety Supply Quote and Bradford County, Florida agreement (#BSCO2019-1).

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

Telephone: 800-845-0405

Sales Quote No.	507691-E
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

**Contact:**  
**Telephone:** 423-585-2710  
**E-mail:** accountspayable@mymorristown.com

**Contact:**  
**Telephone:** 423-585-2710  
**E-mail:** accountspayable@mymorristown.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/01/23	GROUND SHIPMENT		QUOTED FREIGHT		Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Dylan Chambers			DYLAN	DIANA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO QUOTE IS CURRENT AS OF 1/10/2024 Warehouse: KNOX		0.0000	0.00
0	0	N	INFO BRADFORD CO. CONTRACT Warehouse: KNOX TEAM WENDY / AVON ITEMS AT LEAST 5% OFF MSRP		0.0000	0.00
29	29	N	70501-188 AVON C50 APR Assembly MED Warehouse: KNOX		416.2500	12,071.25
29	29	N	72601-32 AVON UNIVERSAL GAS MASK CARRIER Warehouse: KNOX		51.0000	1,479.00
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>						

Print Date	01/10/24
Print Time	01:28:36 PM
Page No.	1

Printed By: Dylan Chambers

Subtotal	13,550.25
Freight	125.00
<b>Order Total</b>	<b>13,675.25</b>



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Authorize the City Administrator to negotiate and execute Façade Improvement Awards to the recommended property owners/applicants.

**Prepared By:** Lisa Baker, Grants Coordinator

**Subject:** CDBG PY2023 Façade Grant Awards

**Findings/Current Activity:**

A committee comprised of representatives of the Finance and Planning departments reviewed the applications that were received by the deadline. The attached list contains their recommendations for funding which were presented in detail at the January 2, 2024 City Council work session.

**Financial Impact:**

The matching grants provide 50% reimbursement (up to maximum of \$10,000) for improvements to Facades of businesses located in the downtown corridors. The money comes from part of the CDBG grant funding received by the City each year.

**Action options/Recommendations:**

Staff recommends approval and authorization of the City Administrator to negotiate and execute the Façade Improvement Grants.

**Attachments:** Sample grant agreement and list of awardees.

## CDBG PY2023 PROPOSED FAÇADE GRANTEE AWARDS

Owner	Property Address	Estimated Cost of Improvements	Grant Amount Requested	Improvement Project Description
Ashland Holdings LLC	127 W Main Street	\$ 30,525.00	\$ 10,000.00	Replace the storefront
Ashland Holdings LLC	133 W Main Street	\$ 22,500.00	\$ 10,000.00	Replace the windows on skywalk level
Ashland Holdings LLC	115 W Main Street	\$ 50,000.00	\$ 10,000.00	Replace the storefront
Herrera Properties LLC	126-128 S Cumberland Avenue	\$ 29,800.00	\$ 10,000.00	Window Repair and Painting; Door Replacement; Paint ornamental cast iron
Charles Kyker	1052 S Cumberland Avenue	\$ 6,263.10	\$ 3,131.55	Replace Glass in Broken Windows
KBD, LLC	103 W Main Street	\$ 78,850.00	\$ 10,000.00	Upgrade current guttering and downspout systems and Repair Roof
Mary Alice Harville	110 S Cumberland Avenue	\$ 14,273.00	\$ 7,136.50	Roof Repair
<b>TOTAL</b>			<b>\$ 60,268.05</b>	



**FAÇADE GRANT PROGRAM AGREEMENT  
BETWEEN  
CITY OF MORRISTOWN and \_\_\_\_\_**

THIS AGREEMENT, entered into this \_\_\_\_th day of January, 2024, between the City of Morristown (hereinafter referred to as the "CITY") and the following designated OWNER for the façade improvement project described in this document and its attachments (herein called the Project):

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

Name of Business: \_\_\_\_\_

Business Tax ID#/Social Security#: \_\_\_\_\_

Address of Property to be improved: \_\_\_\_\_

**WITNESSETH:**

WHEREAS, the CITY has established a Façade Improvement Program for application; and

WHEREAS, said Façade Improvement Program is administered by the CITY with the approval of the Morristown City Council and is funded by the Community Development Block Grant Funds (CDBG) under the U.S. Department of Housing and Urban Development for the purposes of enhancing the overall appearance of buildings within priority redevelopment areas, sites and corridors in low and moderate income census tracts; and

WHEREAS, pursuant to the Façade Improvement Program, the CITY has agreed to participate, subject to its sole discretion in reimbursing owners for the cost of eligible exterior improvements to commercial establishments up to a maximum of \$10,000; and

WHEREAS, the Owner's property is located within the boundaries of City of Morristown, and the Owner desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the Owner do hereby agree as follows:

**1. SCOPE OF SERVICES**

The Grantee will complete the work and/or task described in the Façade Improvement Grant Application that is attached hereto, marked as Attachment A, and incorporated herein by reference.

The CITY shall have the right to determine whether the work and/or task is completed satisfactorily and properly.

## **2. GRANTEE'S OBLIGATIONS**

The Grantee warrants that he/she is the Owner of record of the above property or has written permission from the Owner to perform the proposed improvements described in Attachment A.

All façade improvements shall be consistent with zoning and building codes currently in effect for the CITY. The Grantee shall assure that any permit or review necessary under the CITY's Zoning Ordinance shall be approved before the work on the façade improvement begins. The Grantee shall be responsible for the construction and management of the entire project.

The CITY shall periodically review the progress of the contractor's work on the façade improvements pursuant to the Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the OWNER and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications and the terms of this Agreement.

## **3. FUNDING & MATCH**

The CITY will reimburse to the Grantee the amount of up to \$10,000.00 maximum (50% of total amount of valid expenditures spent on improvements) for eligible incurred costs and expenses for the Project. Only the work that is outlined in Attachment A will be eligible for reimbursement. It is understood that this agreement is funded with CDBG funds. The Grantee acknowledges and agrees that the funds must be used only for CDBG-eligible expenditures.

## **4. PAYMENT**

Disbursement of funds shall be made upon submittal of invoices for completed work. Invoices may be submitted after project completion. The work may be subject to inspections before funds are disbursed for reimbursement.

All documentation for payment must be provided no later than three (3) months after the project has been completed or as stipulated in the request for an extension. Payment will be made to the Grantee by the CITY within 30 days after CITY deems invoiced costs and documentation to be complete. Payment shall be made only to the Grantee.

**The Grantee's submission must include itemized invoices detailing the work completed and materials purchased, with proof that payments in full have been made to Contractors and vendors, if applicable.**

Grantee acknowledges, and agrees to inform its Contractor, that the CITY has no obligation to pay the Contractor for work performed for the Grantee under this Program. This agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party shall have any claim or right of action hereunder for any cause whatsoever.

## **5. GENERAL CONDITIONS**

### **A. General Compliance**

The Grantee agrees to comply with all applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this agreement.

### **B. Independent Contractor**

Nothing contained in this agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The CITY will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

### **C. Hold Harmless**

The Grantee will hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this agreement.

### **D. Workers' Compensation**

The Grantee will provide Workers' Compensation Insurance Coverage for all its employees involved in the performance of this agreement, unless excepted by law.

### **E. Contract with Contractor.**

Each contractor who is performing the work approved for this Project shall have a valid CITY of Morristown Business License.

### **F. Labor Code/Prevailing Wage**

Grantee acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work done in part out of public funds. To the extent that such laws apply, the Grantee shall comply with all requirements of applicable federal, state and local laws and regulations pertaining to labor standards and payment of prevailing wages (collectively, "Prevailing Wage Laws"). Prevailing Wage Laws do not apply to work not done under contract, including work done by individual recipient(s).

### **G. Suspension or Termination.**

The CITY may suspend or terminate this agreement if the Grantee materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:



- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or
- Submission by the Grantee to the CITY of reports that are incorrect or incomplete in any material respect.

## **6. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management Accounting Standards.**

The Grantee agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### **B. Documentation and Record Keeping:**

The Grantee will maintain thorough records pertinent to the activities to be funded under this Agreement, including records adequate to document that the funds were expended on CDBG-eligible activities.

### **C. Access to Records and Retention.**

All such records and all other records pertinent to this agreement and work undertaken under this agreement will be retained by the Grantee for a period of five (5) years after the CITY's final audit of Project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY will request a longer period of record retention.

### **D. Audits and Inspections.**

All Grantee records with respect to any matters covered by this Agreement will be made available to the CITY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

### **E. Reporting.**

The Grantee, at such times and in such forms as the CITY may require, will furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

**7. SEVERABILITY**

If any provision of this agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

**8. PERFORMANCE WAIVER**

The CITY's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

**9. ENTIRE AGREEMENT**

This document states the entire agreement between the CITY and the Grantee for the use of funds received under this agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the CITY and the Grantee with respect to this agreement.

IN WITNESS WHEREOF, the CITY and the Grantee have executed this agreement as of the date and year last written below.

**CITY OF MORRISTOWN**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GRANTEE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Attachment A: Scope of Work**

See attached Façade Improvement Grant Application for description of the project.

DRAFT





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge receipt of proposal, and authorize the City Administrator to enter a Contract for Professional Services with Tennessee's Community Assistance Corporation (TCAC) for HOME grant administration services.

**Prepared By:** Lisa Baker, Grants Coordinator

**Subject:** Contract for Professional Services for Administration of Housing Rehab Project using THDA HOME funding.

**Background:** The City has received HOME grant funding from the Tennessee Housing Development Authority in the past and intends to apply for funding again (deadline for application is February 29). On January 8, the City issued a Request for Qualifications for Administrative Support Services in support of the City's 2024 HOME Grant Program for Administration and Construction Services. TCAC was the only respondent. They are a local organization with 25 years of experience in Housing Program and grant administration.

**Financial Impact:** No funding will be required from the City's general fund.

All invoices will be paid using THDA HOME Grant funding.

**Action options/Recommendations:**

Staff recommends approval.

**Attachment:** Copy of Contract for Professional Services

**CITY OF MORRISTOWN  
HOUSING REHABILITATION PROJECT (2024 - HOME)  
CONTRACT FOR PROFESSIONAL SERVICES**

**Part I**

THIS AGREEMENT, entered into as of \_\_\_\_\_, \_\_\_\_\_ by and between City of Morristown (hereinafter called the "City of Morristown") and Tennessee's Community Assistance Corporation (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City of Morristown desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the City of Morristown HOME Rehabilitation Program (hereinafter called "Project"), being financed under the 2024 THDA HOME Program:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City of Morristown hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT:
  - a) For as many houses as funding allows to be rehabilitated, the Contractor agrees to do the following:
    - i) Solicit applications for rehabilitation assistance.
    - ii) Develop forms for use for the project, such as application forms, verification forms, contract forms, and other forms required by the Tennessee Housing Development Agency (hereinafter called "THDA").
    - iii) Receive and process homeowner applications (including verifications of low income households), rank applications for a priority list, and inform homeowners of projected date of rehabilitation.
    - iv) Prepare all documentation needed for drawdowns, prepare intermediate payments (if approved by THDA), and final invoices.
    - v) Submit approved invoices to City for payment and request funds from City for project expenses. Disbursements from the City will be made in accordance with procedures established by the City and THDA.
  - b) For General Administrative Services the Contractor agrees to do the following:

- I) In all cases, the Contractor will provide and maintain the necessary documentation for inclusion in files that must be maintained by the City.
  - ii) The Contractor will provide the necessary supervision and support for the personnel who are providing services under this Contract, and will ensure rehabilitation work completed meets local building codes, inspections, and processes.
  - iii) Provide administrative assistance to the City of Morristown via staff that is trained and/or approved by THDA.
  - iv) Set up administrative record keeping files.
  - v) Prepare and submit information requested by THDA for Environmental Review Record.
  - vi) Assist in removing any contract conditions and securing release of funds.
  - vii) Assist in establishing procedures for financial management of contract funds.
  - viii) Prepare and submit any necessary budgets amendments.
  - ix) Monitoring of records for completeness.
  - x) Preparation, coordination and/or submission of all necessary reports, forms and documents.
  - xi) Prepare close-out package, including coordination with auditor.
  - xii) Prepare policies and procedures for the project to be adopted by the City and approved by THDA.
  - xiii) Any and all other technical assistance requested and required by the City in completion of their HOME project in a timely and proper manner.
2. All costs and travel charges of the Contractor shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee and the Contractor's Cost Allocation Plan. All costs are charged in accordance with the Accounting Manual for Recipients of Grant Funds in Tennessee prescribed by the Comptroller of the Treasury for the State of Tennessee.
3. The City shall be responsible for payment of all invoices under the 2024 THDA HOME program. The City shall maintain documentation for all expenditures under this Agreement. Grant funds will be mailed or electronically transferred to the City's bank account. The City shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in

conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice, by THDA, the Comptroller of the Treasury or the City of Morristown, or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

4. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
5. The City of Morristown agrees to:
  - a) Provide the Contractor with all the criteria, standards, and full information as the City's requirements for the Project.
  - b) Designate the City Mayor (and/or Administrator) to act as the City's representative for the Project. The City of Morristown or its representative shall receive and examine documents submitted by the Contractor, interpret and define the City of Morristown's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay on the progress of the Contractor's services.
  - c) Compensate the Contractor for services rendered under this Agreement as follows:
    - i) Direct costs for administrative services as described in this agreement in accordance with the allowable percentage as outlined by the THDA HOME program.
    - ii) The City of Morristown shall pay for these services (all administrative and inspection services) from HOME grant funds.
6. No officers, member, or employee of the City of Morristown and Contractor and no members of their governing body, of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
7. The City of Morristown and the Contractor covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances or services required to be performed under this Agreement. The City of Morristown and Contractor further covenant that in the performance of this Agreement no person having any such interest shall be employed.
8. The term of this Agreement shall be 36 months or earlier if the project has been completed to THDA standards.
9. Employment Opportunities for Businesses and Lower Income Persons in Connection

with Assisted Projects.

- a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1901u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for the work in connection with the project area and contracts for the work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- b) The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties of this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations under 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation or regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition to the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanction as are specified b 24 CFR 135.



## **Part II - Terms and Conditions**

### **1. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City of Morristown shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City of Morristown, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Morristown for damages sustained by the City of Morristown by virtue of any breach of the Contract by the Contractor, and the City of Morristown may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City of Morristown from the Contractor is determined.

### **2. TERMINATION FOR CONVENIENCE OF THE CITY OF MORRISTOWN**

The City of Morristown may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City of Morristown as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, paragraph 1 hereof relative to termination shall apply.

### **3. CHANGES**

The City of Morristown may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City of Morristown and the Contractor, shall be incorporated in written amendments to this Contract.

### **4. PERSONNEL**

- a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationships with the City of Morristown.
- b) All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City of Morristown. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each



provision of this Contract.

5. ASSIGNABILITY

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or innovation), without the prior written consent of the City of Morristown.

6. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the City of Morristown may require, shall furnish the City of Morristown such periodic reports as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this CONTRACT.

7. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial record, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City of Morristown to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Morristown or any authorized representative, and will be retained for three years after the expiration of this Contract.

8. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

9. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City of Morristown harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- a) In carrying out this Agreement, the Contractor will not discriminate against any employee, or applicant for employment because of race, creed, color, disability, national origin or any other classification protected by federal and/or state constitutional or statutory law. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the

Tennessee Housing Development Agency (form E0-6) setting forth the provisions of this non-discrimination clause. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the City of Morristown setting forth the provision of the non-discrimination clause.

- b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, disability or national origin.
- c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City of Morristown and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract as the City of Morristown may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Morristown, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF

1974

No persons in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. INTEREST OF MEMBERS OF A CITY OF MORRISTOWN

No member of the governing body of the City of Morristown and no other officer, employee, or agent of the City of Morristown who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

15. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

This Agreement represents the entire and integrated Agreement between the City of Morristown and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City of Morristown and Contractor.

IN WITNESS HEREOF, the parties hereto have made and executed this Agreement, this \_\_\_ day of February, 2024.

CITY OF MORRISTOWN, MORRISTOWN, TN

BY: \_\_\_\_\_  
Anthony Cox, City Administrator

TENNESSEE'S COMMUNITY ASSISTANCE CORPORATION

BY: \_\_\_\_\_  
Krystal Gibbons, Executive Director



TENNCOM-01

SDULA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Widener Insurance Agency Inc. 607 Baxter Street Johnson City, TN 37601	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (423) 926-7151	<b>FAX (A/C, No):</b> (423) 926-1825
	<b>E-MAIL ADDRESS:</b> sandrad@widenerins.com		
<b>INSURED</b>  Tennessee's Community Assistance Corporation 740 E Main St Morristown, TN 37814	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Auto Owners Insurance		18988
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL + GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			03980161	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NONOWNED \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5398016100	8/1/2023	8/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5398016101	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Approve an amendment to the ground lease with Minor's Marine, Incorporated (dated February 17, 2004) to allow for the early termination of the same.

**Prepared By:** Andrew Ellard

**Subject:** Ground Lease Amendment – Minor's Marine Hangar

**Background:** The 20-year ground lease for this hangar is set to expire at the end of April, 2024.

**Findings/Current Activity:**

The lessee has expressed interest in terminating the lease early and to forgo the option to renew for an additional term. In May 2024, the hangar is scheduled to come under management by the FBO, similar to the handling of the T-hangars and some other hangars. Terminating the lease early (at the lessee's option) will enable the City to turn the hangar over to the FBO for management earlier should we arrive at agreeable terms.

**Financial Impact:**

There will be no financial impact to the city.

**Action options/Recommendations:**

Approve amendment.

**Attachment:** Draft amendment

## **ADDENDUM TO THE CONSTRUCTION AND LEASE AGREEMENT WITH MINOR'S MARINE, INCORPORATED**

This ADDENDUM TO THE CONSTRUCTION AND LEASE AGREEMENT WITH MINOR'S MARINE, INCORPORATED ("ADDENDUM") is made on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the MORRISTOWN MUNICIPAL AIRPORT COMMISSION and the CITY OF MORRISTOWN, TENNESSEE (hereinafter referred to as "LESSOR") and MINOR'S MARINE, INCORPORATED (hereinafter referred to as "LESSEE").

WHEREAS, the parties previously entered into a Construction and Lease Agreement for a hangar at the Morristown Airport.

WHEREAS, the term of this Lease Agreement was for an initial twenty (20) year period, with an option to renew the Lease Agreement for an additional five (5) year period.

WHEREAS, the parties have reached an agreement where the Lessee will terminate the Lease Agreement early and waive the option to renew and permit the Lessor to take possession and control of the property.

WHEREAS, the parties do agree to enter into this Addendum to accomplish this agreement and provide a modification to the lease term of the current Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and pursuant to the terms of the original contract, the parties mutually agree and covenant as follows:

1. The initial term of the parties' Lease Agreement shall terminate, effective on the above stated date.
2. Lessee shall forgo any and all rent that has been paid to Lessor for the remainder of the term.
3. Lessee shall forgo the right to elect to extend the Lease Agreement for an additional five (5) year term.



4. On the above stated date, the Lessor shall take possession of the leased premises, however, Lessee shall have the ability to leave any personal property in the leased premises for the next six (6) months. Lessee waives any claim it may have against the Lessor for any damages or losses to said personal property. Lessor shall be permitted to turn the leased premises over to the Airport's Fixed Based Operator to manage and/or rent the premises.

5. On the above stated date, the Lessor shall be responsible for any utility costs for the leased premises.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MORRISTOWN, TENNESSEE, LESSOR

By: \_\_\_\_\_  
GARY CHESNEY  
MAYOR

MINOR'S MARINE, INCORPORATED

By: \_\_\_\_\_  
GARY WHITAKER



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Central Church Road improvements – TDOT has requested a NEPA Re-evaluation for the subject project.

**Prepared By:** Jeanna Vanek

**Subject:** Central Church Road Improvements supplement request.

**Background:** The City of Morristown has a current contract with Michael Baker International (MBI) as the City's engineer's consultant for the project.

**Findings/Current Activity:**

Our current contract scope does not include a NEPA Re-evaluation. TDOT has requested the initial work items listed below for TDOT to fully define the requirements of the re-evaluation. Michael Baker intends to utilize the subconsultant services of United Consulting to complete these items.

1. A desktop regulatory survey of all properties requiring acquisition per the project plans dated October 13, 2023
2. A Phase I ESA for the gas station property at 3404 W. Andrew Johnson Highway

**Financial Impact:**

This is a locally managed TDOT multi-model project. Staff will determine the greatest extent of the grant funds that can be used toward this added step. At this time, it is undetermined whether additional funding from TDOT will be awarded or if this will ultimately result in added local cost. A future budget amendment may be necessary to account for the change.

Total Cost: \$10,322

**Action options/Recommendations:** Recommend approval

**Attachment:** Proposal and Quote

December 22, 2023

Mike Poteet  
Capital Projects Superintendent  
City of Morristown

RE: Central Church Road Improvements Project – Supplement Request

Dear Mr. Poteet,

Per TDOT's email dated November 28, 2023 to the City of Morristown, TDOT has requested a NEPA Re-evaluation for the subject project. Our current contract scope does not include a NEPA Re-evaluation. TDOT has requested the initial work items listed below in order for TDOT to fully define the requirements of the re-evaluation.

1. A desktop regulatory survey of all properties requiring acquisition per the project plans dated October 13, 2023
2. A Phase I ESA for the gas station property at 3404 West Andrew Johnson Highway

Michael Baker intends to utilize the subconsultant services of United Consulting to complete these items. United Consulting's proposal is attached. Once TDOT has evaluated these items, Michael Baker will then be able to provide a scope of work to complete the NEPA Re-evaluation via a future supplement request.

#### Proposed Scope and Fee

Task 1 - Coordination with TDOT	\$1,648.00
Task 2 - Desktop Regulatory Survey	\$2,962.00
Task 3 - Phase I ESA for 3404 West Andrew Johnson Highway	\$5,712.00
Total Fee	\$10,322.00

We appreciate the opportunity to partner with the City of Morristown on this project and look forward to its successful completion. Please let me know if you have any questions.

Sincerely,



Ben Campbell, PE



UNITED  
CONSULTING

# PROPOSAL

**For Michael Baker  
International**

Phase I Environmental  
Assessment/Optional Desktop  
Research

3404 W. Andrew Johnson Highway  
Morristown, Tennessee





December 13, 2023

Frank Henning  
**Michael Baker International**

Via Email: [Frank.Henning@mbakerintl.com](mailto:Frank.Henning@mbakerintl.com)

RE: Proposal for Phase I Environmental Site Assessment/Optional Desktop Research  
**Central Church Road/Pilot Oil #295**  
3404 W. Andrew Johnson Hwy.  
Morristown, TN.  
Proposal No.: P2023.9312.01

Dear Frank,

Thank you for the opportunity to serve you! United Consulting is pleased to submit this proposal for the Phase I Environmental Site Assessment (ESA) as well as the optional Desktop Environmental Research of the entire corridor for this project. Briefly, we understand that the City of Morristown is planning on widening Central Church Road from W Andrew Johnson Highway to Connie Street. The proposed ROW is shown on the attached plans you provided. One of these parcels, Pilot Oil # 295, has reportedly had a release.

### **PROPOSED SCOPE OF PHASE I ESA – PILOT OIL #295**

The purpose of this assessment is to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the property. This assessment will be in general accordance with the United States Environmental Protection Agency (EPA), “**All Appropriate Inquiry**” Rules<sup>1</sup>, and the general methodology of ASTM E-1527-13 Standard for Phase I Environmental Site Assessments. This scope does *not* include testing or surveys, such as for lead, asbestos, mold, endangered species, radon, wetlands and other non-scope issues. We can conduct any of the above surveys if desired. The environmental assessment will consist of the following:

1. State and Federal environmental agency records will be reviewed to determine whether the property or properties adjacent to or within a one mile radius have been the subject of an investigation involving hazardous or petroleum substances. This will include the: LUST, NPL, SEMS, Registered UST, RCRA-TSD, RCRA-Generators, ERNS, and other reasonably available database files.

---

<sup>1</sup> The All Appropriate Inquiry were required in the re-authorization of Superfund and were promulgated in Title 40 of the Code of Federal Regulations, part 312 (40 CFR 312) dated November 1, 2005, and referred to as AAI Rules.





2. We understand that the fuel station Pilot Oil #295 at 3404 West Andrew Johnson Highway, Morristown, TN 37814 is TDEC UST facility #2-320389 and is listed in the "environmental case" database, which indicates the facility had a release in the past. We will submit an open records request to obtain the available files pertaining to this facility to gather information regarding all releases, the extent of the releases, the current status, depth to groundwater and other pertinent information.
3. We will review historic aerial photographs, Sanborn maps, city directories, and United States Geologic Survey (USGS) maps to check for evidence of areas of past hazardous substance disposal at or near the Project Site and to determine past uses of the property.
4. One of our Environmental Specialists will perform a reconnaissance of the Project Site and adjacent properties to document visual evidence of previous hazardous substance disposal or storage at or adjacent to the site.
5. Interviews will be conducted, as practical, with the current property owner, past property owners, local residents, and firms located adjacent to the Project Site to assess past and present activities which may have impacted the property.
6. We will contact government agencies and request information relating to releases and environmental incidents at the Project Site, including the fire department and/or the local health department.
7. We will review the Chain-of-Title, records of environmental liens, and records of institutional and engineering controls for the property, if provided by you, as part of the all appropriate inquiry. If records of environmental liens and records of institutional and engineering controls are not provided by you, we can research them for an additional fee.
8. A report will be provided which will include the results of our regulatory review, site reconnaissance, site history research and comments pertinent to the project. The report will include our opinion of the existence of data gaps and their significance. We will also include our opinion regarding appropriate additional investigation that may be warranted, such as a Phase II Environmental Assessment, unless you do not want us to provide such an opinion. *We will also co-address the report to your client.*
9. Our report will include the signed declarations by our Environmental Professionals regarding their qualifications, and that the report was in general accordance with the AAI rule. The qualifications will be provided for the firm and the professional providing the assessment.
10. *The Rules clearly require that the entity acquiring the property, as the "user" must provide specific information for this assessment, such as information about environmental liens, price evaluation, etc, as outlined in the attached questionnaire. Failure to complete this can jeopardize your ability to obtain the innocent landowner defense from CERCLA (Superfund). "Do not know" is a legitimate response where appropriate.*

#### **Vapor Encroachment:**

Since no structures would be planned for this land, vapor encroachment would not be applicable.



## OPTIONAL- SCOPE OF DESKTOP REGULATORY RESEARCH

For the entire 0.2 mile corridor, we propose to review State and Federal environmental agency records to determine whether the property or properties adjacent to or within a one-half mile radius have been the subject of an investigation involving hazardous or petroleum substances. This will include the: LUST, NPL, SEMS, Registered UST, RCRA-TSD, RCRA-Generators, TDEC, ERNS, and other reasonably available database files. We will prepare a report with the results of this research. We will include our opinion if the results warrant additional assessment, such as a Phase II ESA, unless you do not want our opinion.

## COMPENSATION

Our compensation for these services will be fixed as follows:

Service	Fee
Phase I Environmental Assessment	<b>\$5,200.00*</b>
Optional Desktop Regulatory Research	<b>\$2,650.00</b>
Total:	<b>\$7,850.00</b>

\*If other leaking underground storage tank (LUST) facilities besides the Pilot Oil #295, or Hazardous Site Inventory (HSI) or non-HSI facilities are discovered that may impact the Project Site, ASTM requires that we review those files at the local Environmental Protection Division office(s); we would submit open records request(s) to do so and bill the review time according to the rates shown below (typically 2 hours per file and travel, minimum of 3 hours). We will contact you prior to conducting such research.

Service	Fee
Staff Engineer/Geologist /Specialist	<b>\$160.00/hour</b>
Third party charges such as file copies	<b>Cost plus 15%</b>

## SCHEDULE

Service/Activity	Completion Time
<b>Report of Findings</b>	An electronic version of our report(s) will be provided within 20 to 25 business days of receipt of Notice to Proceed. Failure to return the 'User' questionnaire to us promptly will delay your report.

*If you require a different time schedule, please contact us so that a mutually agreeable schedule can be arranged prior to commencement of the investigation.*



We would work under the terms previously agreed upon between our firms. Our receipt of one signed copy of this proposal or your Purchase Order will serve as the official Notice to Proceed. The signed authorization will be considered permission for site access. The schedule and fees quoted in this proposal are applicable for 60 days from the date of this proposal. These items are subject to change after that period.

Thank you again for the opportunity to submit this proposal. We look forward to assisting your organization on this project. If you have any questions, please contact us at your convenience.

Sincerely,

**UNITED CONSULTING**

  
**Jay Ashtiani**  
Principal

  
**Scott D. Smelter**  
Principal/Treasurer  
Direct Line: 678-898-6450

JA/SDS/rg

Attachment

H:\Market\Proposa\2023\P2023.9312.01



Proposal No: P2023.9312.01

Date: December 13, 2023

Project Name: Central Church Road/Pilot Oil #295

Project Location: 3404 W. Andrew Johnson Highway; Morristown, Tennessee

Project Description: Phase I Environmental Site Assessment/Optional Desktop Research

Proposal Acceptance

Accepted by:

Printed Name:

Title:

Company:

Date:



## CORPORATE OVERVIEW

United Consulting is an engineering consulting firm headquartered in Georgia, specializing in environmental services, geotechnical engineering, geophysical services, automated instrumentation, special inspections, and construction materials testing since 1990. With over 180 employees, including 30 professionally registered engineers and geologists the firm has undertaken some of the most challenging projects in the country.

### GEOTECHNICAL SERVICES

Subsurface Soil Investigations  
Geologic Investigations  
Foundation Investigations  
Rock Stability Analysis  
Rock Anchor/Bolt Design  
Dam Investigations/Design  
Dam Breach Analysis  
Pile/Caisson/Foundation Load  
Slope Stability Analysis  
Tunnel Design  
Soil Nailing Design  
Value Engineering  
Failure Investigations  
Pavement Evaluation/Design  
Bridge Foundation Investigations  
Retaining Wall Foundation Investigations

### ENVIRONMENTAL SERVICES

Phase I Site Assessments  
Phase II Contamination Assessments  
Brownfield Assessment & Remediation Services  
Corrective Action Plans  
Asbestos, Lead-Based Paint, & Mold Consulting Services  
Indoor/Outdoor Air Quality Assessment & Analysis  
Groundwater/Surface Water Modeling & Analysis  
Landfill Services  
Health & Safety Services  
Soil and Groundwater Remedial Design & Implementation  
Hazardous Waste Site Assessment & Remediation Services  
Regulatory Liaison Services

### SUBSURFACE UTILITY ENGINEERING

Quality Levels A, B, C, D  
Ground Penetrating Radar  
SUE Surveying/Surface Geophysics

### AUTOMATED INSTRUMENTATION

Vibration Monitoring  
Robotic Total Stations  
Inclinometers and SAAs  
Tiltmeters  
Piezometers  
Real-Time Website Monitoring & Alarming  
Pre-Post Construction Photographic Survey

### GEOPHYSICAL SERVICES

Geologic Mapping  
Earth Resistivity  
Geophysical Instrumentation  
Review of Blasting

### Programs

Earthquake Risk Assessment  
Shear Wave Analysis  
**INSPECTION SERVICES**  
Property Condition Survey  
Replacement & Reserve Analysis  
Repair Cost Estimates  
Visual Documentation  
Plan & Spec Review  
Construction Draw Inspections  
Contract Administration  
Pre-acquisition Survey  
Construction Monitoring

### MATERIALS TESTING

Complete Mortar & Masonry Testing  
In-place Density Testing  
Foundation Testing  
Asphalt/Concrete Testing & Batch Plant

### Inspections

Magnetic Particle & Radiographic Testing  
Special Inspections  
Failure Investigations  
Monitoring Post-Tension Operations  
Floor Flatness & Levelness Determinations  
Moisture Testing  
Fire Proofing Testing  
• Portland Based Cement  
• Gypsum Based Cementitious Spray  
• Cellulose Insulation

### ECOLOGICAL SERVICES

Aquatic Resource Delineation  
Wetland/Stream Permitting Services  
Wildlife & Protected Species Surveys  
Mitigation Design, Implementation/Monitoring  
NEPA Assessments



### UNITED CONSULTING LABORATORY

United Consulting's Geotechnical and Materials Testing Laboratory occupies approximately 10,000 SF of space in our 60,000 SF, Norcross, Georgia headquarters. Our laboratory's work and facilities meet or exceed the requirements set forth in ASTM E 329, C 1077, and D 3740. Additionally, our laboratory has been a validated U.S. Army Corp of Engineers laboratory, since 2010.

### LICENSED AND REGISTERED NATIONWIDE

United Consulting licensed and registered in 35 states and continues to grow, with offices in Georgia, Alabama, Florida, Texas, and California.



UNITED  
CONSULTING

625 Holcomb Bridge Road, Norcross, GA 30071 • 770-209-0029 • [unitedconsulting.com](http://unitedconsulting.com)

*We're here for you.*



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge receipt of bids for the Demolition of 112 W. 2<sup>nd</sup> North Street Property, accept the bid from Demolition Environmental Companies, LLC as the best and lowest bid.

**Prepared By:** Jeanna Vanek

**Subject:** Demolition of W 2<sup>nd</sup> Street Property.

**Background:** It has become necessary to demolish several dilapidated buildings on W. 2<sup>nd</sup> North Street. The structures to be razed are the two southernmost structures, the open-air former lumber shed structure fronting the creek on the west side of the property, and the open-air metal building on the east side of the property, leaving the Tannery.

**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.

**Financial Impact:**

This project will be paid for under general capital projects.

Total Cost = \$52,000

**Action options/Recommendations:**

Acknowledge bids, accept the bid from Demolition Environmental Companies, LLC, and authorize the one-time order of \$52,000.

**Attachment:** Bid tabulation

**Demolition West 2<sup>nd</sup> Street**  
**BID TAB**  
**January 16, 2024**

<b>Vendor</b>	<b>Package Price</b>
Demolition Environmental Companies LLC	\$52,000
Timber Ridge Builders	\$74,450
SmithScapes	\$65,000





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Approval of the Sponsorship Agreement between the City of Morristown and Dick's Sporting Goods

**Prepared By:** Lisa Baker, Grants Coordinator

**Subject:** Dick's Sporting Goods Sponsorship Agreement for 2024

**Background:** The City's Parks and Recreation Department has received merchandise coupons from Dick's for several years as part of a sponsorship agreement.

**Financial Impact:** \$1,500 in Equipment Gift Cards

**Action options/Recommendations:**

Staff recommends approval.

**Attachment:** Copy of Agreement



## Sponsorship Agreement

City of Morristown  
City Administrator  
100 W 1st North St  
Morristown, Tennessee 37814  
423-585-4615

1/30/2024

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
6	\$250.00	\$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
1306	TBD

### DSG Team Packet Coupons

\$0.00

	Quantity	Value
Electronic Team Sports Coupon (\$0 Value)	1	N/A

### 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 Tuesday, January 30, 2024 and remain in effect until Thursday, January 30, 2025 ("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 have the option to continue the sponsorship set forth in this Agreement for a total of two additional years. The Sponsor shall confirm to Organization in writing whether it intends to continue the sponsorship prior to the end of the current Term.
2. 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.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. 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.

3. Organization gives Sponsor the right to take photographs, films, videos or audio recordings of Organization's events and participants and use those photographs, films, videos or audio recordings in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photographs, films, videos or audio recordings of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable
4. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
5. 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.
6. Organization hereby releases and forever discharges Sponsor, and its affiliates, and their

respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), 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"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.

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 the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or 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.
8. 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.
9. **Force Majeure.** Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, pandemics, windstorms, explosions, riots, natural disasters, wars, terrorism, sabotage or labor problems (a "**Force Majeure Occurrence**"); provided said party promptly notifies the other party of the event of the Force Majeure Occurrence. If the Force Majeure Occurrence delays Organization from completing at least 25% of their scheduled regular season and fulfilling its obligations under the Agreement, Sponsor shall have the right to terminate the Agreement and request a refund of any monies or Sponsorship assets prior to that time.
10. **Payment.** Sponsor's payment terms are "net 60". If the Agreement is terminated prior to payment, no payment is due and owing to Organization.
11. **Termination.** Sponsor may terminate this Agreement at any time for any reason upon written notice to Organization. In addition to the rights set forth in the Agreement, Sponsor shall have the right to terminate this Agreement by written notice to Organization in the event that Organization or any of its officers, directors, employees, or agents commits any act of moral turpitude or engages in any other behavior that brings Organization into public disrepute, contempt, or scandal, or which reflects unfavorably upon Sponsor, or the continued association of Sponsor with Organization may harm or adversely affect Sponsor's business reputation or goodwill as reasonably determined by Sponsor, or Organization has committed such an act or engaged in such behavior in the past and information about the conduct becomes newly public during the Term. Sponsor shall also have the right to terminate this Agreement and request a refund of any monies or Sponsorship assets if Organization intentionally uses Gift Cards received hereunder on products that are not sporting equipment and/or related products for the specific use of the sponsored Organization.
12. 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 under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.



**Exhibit A**

**DSG Name/Logo**

**EVERY SEASON STARTS AT**



**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.**

**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:**

DocuSigned by:  
*Darla Enoch*  
59B140FA97184CD...

**Name:** Darla Enoch

**Title:** Senior Community Marketing Manager,  
Nashville & Knoxville

**City of Morristown**

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

**Name:** Anthony Cox

**Title:** City Administrator

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





## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Lorino Park Irrigation, accept the proposal from Oak View Landscaping and Lawn Care as the best proposal.

**Prepared By:** Jeanna Vanek

**Subject:** Lorino Park Irrigation

**Background:** We are looking to have an irrigation system installed covering five (5) baseball/softball fields at Frank Lorino Park. The irrigation system will be controlled remotely/virtually as well as manually on-site. The initial agreement will be for two years for general maintenance including winterization.

**Findings/Current Activity:**

A request for proposals was sent out, advertised twice in the Citizen Tribune, posted on the city's website and on Vendor Registry. We received two (2) total responses.

**Financial Impact:**

The purchase of the irrigation system was planned with the 2023 bond financing.

Irrigation System: \$142,000

Boring – if needed: \$1,000

Pump to increase PSI to sufficient flow rate – if needed: \$11,500 (does not include electrical labor or material cost required for pump installation)

**Action options/Recommendations:**

Acknowledge Oak View Landscaping and Lawn Care as the best proposal and authorize the City Administrator to enter into an agreement for two years.

**Attachment:** Score Chart

**City of Morristown**  
**Office of Finance and Purchasing**  
Lorino Park Irrigation  
Wednesday, January 31, 2024  
1:30 PM

Criteria	NatureScape	Oak View
Statement of Qualifications <i>(Point Value: 25 Points)</i>	18	24
Availability <i>(Point Value: 10 Points)</i>	8	10
References <i>(Point Value: 25 Points)</i>	21	25
Compensation & Solutions <i>(Point Value: 40 Points)</i>	29	31
<b>Total Points: <i>(100 points maximum)</i></b>	<b>76</b>	<b>90</b>



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Authorize the purchase of a portion of property at 750 Thompson Creek Rd (Parcel 034 022.00) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence.

**Prepared By:** Andrew Ellard

**Subject:** Purchase of 750 Thompson Creek Rd

**Background:** Approximately 0.55 acres, this portion of property fronts Thompson Creek Road to its west and adjoins city-owned property to its east.

**Findings/Current Activity:**

While there is no plan in place for any construction, this purchase would protect the City's ability in the future to create an additional driveway accessing the park. As Thompson Creek Road continues to develop with both residential and commercial interest, it is unlikely that securing land for this purpose in the distant future would be feasible.

**Financial Impact:**

The contracted purchase price is \$107,000 for approximately 0.55 acres. Costs would be covered by general capital projects.

**Action options/Recommendations:**

Authorize the purchase.

**Attachment:** Purchase and Sale Agreement

# LeBel

COMMERCIAL  
REALTY

## COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
City of Morristown ("Buyer") agrees to buy and the undersigned  
seller Sheila Wackerhagen et al ("Seller") agrees to sell all that tract or  
parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:  
750 Thompson Creek Rd  
(Address) Morristown (City), Tennessee, 37813 (Zip), as recorded in  
Hamblen County Register of Deeds Office, 1394 deed book(s), 125  
page(s), and/or 034 022.00 instrument no. and as further described as:  
Map 034, Parcel 022.00  
together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register  
of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement  
("Purchase and Sale Agreement" or "Agreement") by reference.
2. **Purchase Price.** The total purchase price for the Property shall be  
One Hundred Seven Thousand U.S. Dollars, (\$ 107,000.00 )  
("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a  
Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement  
Date, the sum of \$ 5,000.00 with LeBel Commercial Realty  
("Holder") located at 218 S. Cumberland St Morristown, TN 37813  
(Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

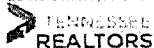
A. **Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received  
by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial  
institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days  
after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this  
Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest  
Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend  
and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. **Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding  
disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest  
Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any  
funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader  
action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of this form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 - Commercial Purchase and Sale Agreement, Page 1 of 9

Version 07/01/2023



44 such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds  
45 delivered.

46 4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense  
47 and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's  
48 acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department  
49 of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all  
50 Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or  
51 related to the exercise of Buyer's rights hereunder. Buyer shall have 90 days after the Binding Agreement Date ("Due  
52 Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and  
53 any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this  
54 Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it  
55 is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money.  
56 Within 30 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning  
57 the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly  
58 returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding  
59 with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

60 5. **Title.**

61 A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to  
62 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions");

- 63 (1) Liens for ad valorem taxes not yet due and payable.  
64 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and  
65 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such  
66 title:

- 67 (a) as is classified as "marketable" under the laws of Tennessee; and  
68 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at  
69 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

70 B. **Warranties of Buyer.** Buyer warrants Buyer is not a sanctioned nonresident alien, sanctioned foreign business, or  
71 sanctioned foreign government or an agent, trustee, or fiduciary thereof and therefore is not precluded from purchasing  
72 Property pursuant to Tenn. Code Ann. §66-2-301, et seq.

73 C. **Title Issues and Objections.** Buyer shall have 90 days after the Binding Agreement Date to furnish Seller with  
74 a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other  
75 facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 30  
76 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy  
77 any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the  
78 payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller  
79 fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with  
80 evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of  
81 the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which  
82 case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and  
83 elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the  
84 Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further  
85 time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver  
86 of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing  
87 of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

88 6. **Closing.**

89 A. **Closing Date.** This transaction shall be consummated on see section 17, \_\_\_\_\_, (the "Closing  
90 Date") or at such other time the parties may agree upon in writing.

91 B. **Closing Agency for Buyer & Contact Information:**

92 TBD

93 **Closing Agency for Seller & Contact Information:**

94 TBD

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 2 of 9

Version 07/01/2023





95 C. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the  
96 rights of tenants in possession and the Permitted Exceptions.

97 7. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

98 (a) a Closing Statement;

99 (b) deed (mark the appropriate deed below)

100 ☒ General Warranty Deed ☐ Special Warranty Deed

101 ☐ Quit Claim Deed ☐ Other: \_\_\_\_\_

102 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to  
103 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in  
104 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue  
105 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

106 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all  
107 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are  
108 collectively "Seller's Closing Documents").

109 8. **Conditions to Closing.**

110

111

112

113

114

115

116

117

118

119

120 9. **Costs.**

121 A. **Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title  
122 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing  
123 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien  
124 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,  
125 mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel  
126 and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

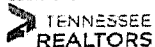
127 In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax  
128 Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from  
129 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be  
130 required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is  
131 Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax  
132 matters.

133 B. **Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's  
134 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property  
135 (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's  
136 loan documents.)

137 C. **Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as  
138 indicated below:

Item to be Paid	Paid by Seller	Paid by Buyer
Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 3 of 9

Version 07/01/2023





- Other: \_\_\_\_\_ ☐ ☐
10. **Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:*
- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities    | <input type="checkbox"/> Service Contracts   | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents        | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____             |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____        |   |

11. **Representations and Warranties.**

**A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

**B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. **Agency and Brokerage.**

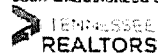
**A. Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

**B. Agency Disclosure.**

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):
  - ☒ the Designated Agent for the Seller,
  - ☐ the agent for the Seller,
  - ☐ a Facilitator for the Seller, OR
  - ☐ a dual agent.

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 4 of 9

Version 07/01/2023



(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

☒ the Designated Agent for the Buyer,

☐ the agent for the Buyer,

☐ a Facilitator for the Buyer, OR

☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.

2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.

3. The Buyer and Seller do not have to consent to dual agency, and

4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,

This form is copyrighted and may only be used in real estate transactions in which \_\_\_\_\_ Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 5 of 9

Version 07/01/2023



that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

**14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

**15. Other Provisions.**

**A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

**B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 60 Days after the date of Closing.

**C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

**D. Time of Essence.** Time is of the essence in this Agreement.

**E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. In the event a performance deadline, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

**F. Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

**G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 6 of 9

Version 07/01/2023



Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. **Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. **Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. **Termination by Buyer.** In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. **Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

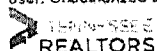
- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

17. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

Sale shall close on or before 30-days after the Due Diligence Period at a mutually agreeable title company. Sale shall be for a portion of Seller's property, approximately .55 acres, see attached. Commission shall be split 50/50.

☐ (Mark box if additional pages are attached.)

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 – Commercial Purchase and Sale Agreement, Page 7 of 9

Version 07/01/2023





18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5:00 o'clock ☐ a.m./ ☒ p.m. local time on the 18 day of January, 2024.

**LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

**NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

BUYER City of Morristown

By: [Signature]

Title: Deputy City Admin

Entity: City of Morristown

1/4/2024 at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Offer Date

BUYER

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

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

Entity: \_\_\_\_\_

1/4/2024 at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Offer Date

Seller hereby:

- ☒ **ACCEPTS** - accepts this offer.  
☐ **COUNTERS** - accepts this offer subject to the attached Counter Offer(s).  
☐ **REJECTS** - rejects this offer and makes no counter offer.

SELLER Sheila Wackerhagen

By: [Signature]

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

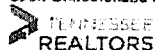
Entity: \_\_\_\_\_

1-10-24 at 1:30 o'clock ☐ am/ ☒ pm  
Date

SELLER etal

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

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 815-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
CF401 - Commercial Purchase and Sale Agreement, Page 8 of 9

Version 07/01/2023





395 Title: \_\_\_\_\_  
 396 Entity: \_\_\_\_\_  
 397 \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
 398 Date \_\_\_\_\_  
 399

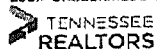
400 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
 401 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was  
 402 received by Paul LeBel on 11/6/24 at 4 o'clock ☐ am/ ☒ pm

For Information Purposes Only:

<u>David Quillen</u>	<u>LeBel Commercial Realty</u>
Listing Company	Selling Company
<u>Crye-Leike Lakeway Real Estate</u>	<u>Paul M. LeBel</u>
Independent Licensee	Independent Licensee
	<u>paul@lebelcommercial.com</u>
Licensee Email	Licensee Email
Licensee Cellphone No.	Licensee Cellphone No.

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which Paul M. LeBel is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2013 © Tennessee Association of Realtors®  
 CF401 – Commercial Purchase and Sale Agreement, Page 9 of 9

Version 07/01/2023



# CRYE★LEIKE®

## LAKEWAY REAL ESTATE

### ADDITIONAL SIGNATURE BLOCKS FOR COMMERCIAL AGREEMENTS

The party(ies) below have signed and acknowledge receipt of a copy.

**BUYER/TENANT**

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

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

Entity: \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

Address \_\_\_\_\_

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

**BUYER/TENANT**

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

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

Entity: \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

**Date**

Address \_\_\_\_\_

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

The party(ies) below have signed and acknowledge receipt of a copy.

*Michelle L Johnson*

**SELLER/LANDLORD**

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

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

Entity: \_\_\_\_\_

01/15/24 at 7:19 PM o'clock ☐ am/ ☐ pm

**Date**

Address \_\_\_\_\_

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

*Garry Wackerhagen*

**SELLER/LANDLORD**

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

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

Entity: \_\_\_\_\_

01/16/24 at 1:16 PM o'clock ☐ am/ ☐ pm

**Date**

Address \_\_\_\_\_

Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

\_\_\_\_\_ (W) Email: \_\_\_\_\_

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which David Quillen is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.





Jh Jh  
1.10.24  
1:35 pm





## **Inspection and Maintenance Agreement**

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

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

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

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of January, 2024, by and between **O&A PROPERTIES, LLC** hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as **Huey Magoos - 4374 Erica Greene Cir. (Map 040, parcel 030.19)** as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1793 Page 286, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as **Huey Magoos Restaurant**  
(Name of Plan/Development)

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

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

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

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

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



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

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

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

WITNESS the following signatures and seals:

O + A Partners ←  
Company/Corporation/Partnership Name (Seal)

By: Odus Mundy ←

Odus Mundy ←  
(Type Name)

President ←  
(Type Title)

State of TN

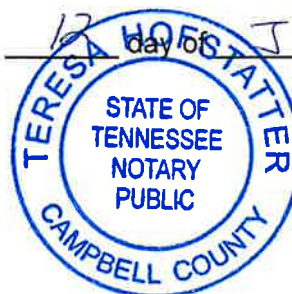
County of Campbell

The foregoing Agreement was acknowledged before me this 12 day of Jan, 2024,

by Odus Mundy

Teresa Hoferstatter  
Notary Public

My Commission Expires 2-24-2024



Approved as to form:

Approved by the City:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



## Morristown City Council Agenda Item Summary

**Date:** February 6, 2024

**Agenda Item:** Authorize The Sports Facilities Companies, the operator of the Morristown Landing, to enter into a Sponsorship Agreement with Morristown-Hamblen Healthcare System for Athletic Trainer Services.

**Prepared By:** Andrew Ellard

**Subject:** Athletic Trainer Services Sponsorship of Morristown Landing

**Background:** The agreement between SFM and the City requires that sponsorship opportunities valued at more than \$10,000 per year be presented to the city for approval.

**Findings/Current Activity:**

The proposed sponsorship will provide a full-time Athletic Trainer to the facility on weekdays in exchange for in kind marketing, advertising and promotions within the building and web site valued at approximately \$17,000 annually. Additionally, the Landing will pay a reduced rate of \$12.50 per hour for event and tournament Athletic Trainers in which the cost will be passed along to the customer in most cases. Normal rates for Athletic Trainers are between \$20.00 and \$30.00 per hour. This partnership provides our members with enhanced services and our events with a cost-effective approach to Athletic Trainers.

**Financial Impact:**

The sponsorship will improve the service offerings/availability for the facility while also creating a cost-recovery opportunity.

**Action options/Recommendations:**

Authorize the sponsorship agreement.

**Attachment:** Sponsorship Agreement

## **ATHLETIC TRAINER SERVICES AGREEMENT**

**THIS ATHLETIC TRAINER SERVICES AGREEMENT** ("Agreement") is entered into by and between **MORRISTOWN-HAMBLEN HEALTHCARE SYSTEM**, a nonprofit corporation organized under the laws of the State of Tennessee, located at 908 West 4<sup>th</sup> Street, Morristown, Tennessee 37814 ("Hospital"), and **THE SPORTS FACILITIES COMPANIES**, a Florida corporation operating and managing a sports facility located at The Morristown Landing ("Morristown Landing"), 4355 Durham Landing., Morristown, Tennessee, 37738 (the "Facility"), effective as of the date last signed below (the "Effective Date").

### **BACKGROUND**

Hospital offers sports medicine outreach services in its service area, including the services of athletic trainers and paramedics who carry out the practice of prevention, recognition, evaluation, management, disposition, treatment, or rehabilitation of athletic injuries upon the advice, consent, and prescription or referral of a licensed physician. Morristown Landing hosts tournament and other athletic events in Morristown, Tennessee for which Morristown Landing desires athletic trainer coverage, and Hospital has agreed to provide such coverage on the terms and conditions contained herein.

### **TERMS**

In accordance with the foregoing and intending to be legally bound, the parties hereby agree as follows:

#### **1. Services; Coverage Commitment; Exclusivity.**

(a) Subject to the terms of this Agreement, including, but not limited to, the scheduling provisions in Section 2 of this Agreement, Hospital shall furnish Morristown Landing with full-time (approximately forty (40) hours per week) of athletic trainer services through Hospital athletic trainers and paramedics (collectively, "ATCs"), not to exceed two thousand eighty (2,080) hours annually unless mutually agreed upon between the parties based on need and availability. Some events or tournaments at Morristown Landing may require services of more than one ATC. Any additional ATCs shall be scheduled pursuant to Section 2 below, and any hours performed by any such additional ATCs shall not count towards the annual 2,080 hours cap. ATC services shall be furnished by ATCs designated and assigned by Hospital in its sole discretion. Each ATC furnishing services hereunder shall provide such services within their scope of practice and in a competent, courteous, and professionally satisfactory manner. Comprehensive sports medicine programming will be available for event participants at the Facility.

(b) Throughout the term of this Agreement, ATCs provided by Hospital shall be the exclusive providers of ATC services at the Facility. Morristown Landing shall not permit or arrange for any other ATCs, physical therapists, physicians, nurses, or any other health care facility or professionals to furnish health care services at the Facility unless the Hospital declines in writing to provide an ATC for specific coverage requested by Morristown Landing, in which case Morristown Landing may use one or more alternative providers for that particular coverage need. Hospital shall in all cases be the primary contact to provide ATC coverage at all Morristown Landing tournaments and other athletic events. For clarity's sake, the exclusivity contained in this Section shall not apply to nutritionists and/or speed-agility-quickness training services.

#### **2. Hospital Liaison; Scheduling; Quality Issues.**



(a) The primary Hospital ATC stationed at Morristown Landing shall act as liaison to coordinate both primary and additional ATC scheduling and staffing with Morristown Landing, and Morristown Landing shall also provide a liaison for such matters. Morristown Landing's liaison shall provide the Hospital liaison with at least seven (7) days' advance notice of Morristown Landing's needs for ATC services at an upcoming event at the Facility. Notice of any changes in the schedule should be provided as soon as possible, and at least three (3) days in advance of an event in order to coordinate appropriate and adequate coverage. Scheduling will include access to the Facility at least one (1) hour prior to the designated events. The liaisons shall develop a schedule that allows for pre-practice/pre-event venue setup and pre-event care.

(b) In the event Morristown Landing fails to provide the specified advance notice for an upcoming event, Hospital shall not be deemed to be in breach of this Agreement or liable if Hospital is unable to provide the requested coverage for the event. Hospital shall use reasonable commercial efforts to arrange for ATC coverage consistent with this Agreement; however, Hospital shall not be deemed to be in breach of this Agreement or liable if, after exercise of such efforts, Hospital is unable to make such coverage available. Further, if a scheduled ATC is unable to attend and provide services at any Morristown Landing event due to unscheduled absence, illness, or injury, Hospital shall use reasonable efforts to arrange for a substitute ATC to provide coverage (which substitute may or may not be a Hospital employed ATC); however, Hospital shall not be deemed to be in breach of this Agreement or liable if, after exercise of reasonable efforts, Hospital is unable to arrange for substitute coverage. Similarly, Morristown Landing shall not be deemed in breach of the exclusivity provisions of this Agreement if Hospital is unable to arrange for substitute coverage and Morristown Landing arranges for coverage from an alternative provider for that particular instance.

(c) Additional ATC coverage requested by Morristown Landing and scheduled by Hospital shall be charged to Morristown Landing, even if Morristown Landing later determines such coverage is not required.

(d) The Hospital liaison shall also coordinate with Morristown Landing on quality issues, and in the event Morristown Landing is dissatisfied with the performance of any ATC, Morristown Landing shall promptly advise the Hospital liaison so that appropriate follow-up measures can be taken by Hospital.

### **3. Consideration.**

(a) In consideration of Hospital's commitment herein, Morristown Landing shall compensate Hospital in the amount of Twelve Dollars and Fifty Cents (\$12.50) per hour for both the full-time ATC and any additional scheduled ATC. Hospital will invoice Morristown Landing on a monthly basis, with payment due within thirty (30) days of the invoice date.

(b) Hospital shall maintain and submit to Morristown Landing by the 15<sup>th</sup> of each month an invoice of the hours of ATC coverage provided during the previous month, which shall be due for payment twenty (20) days after receipt by Morristown Landing.

(c) In addition, Morristown Landing shall annually provide Hospital with Seventeen Thousand Dollars (\$17,000.00) in advertising, marketing, and promotional services and products acceptable to Hospital and as described in Exhibit A of this Agreement. Such advertising, marketing, and promotional services and products shall be provided on commencement of this Agreement, as well as annually thereafter, for as long as this Agreement is in effect.



4. **Exclusive Advertising, Marketing, and Promotional Rights; Injunctive Relief.** Throughout the term of this Agreement, Morristown Landing shall not permit any person or entity to advertise, market, or promote any other hospital, medical center, health care system, health care facility, or health care provider(s) (including, without limitation, medical or urgent care clinics, rehabilitation centers, physicians, physician groups and physical therapists) at the Facility, Morristown Landing-hosted events in the Morristown, Tennessee area or in connection with the Facility, including on Morristown Landing website(s) or social media accounts related to the Facility, or on promotional materials for the Facility, except for Hospital affiliates approved by Hospital in writing. Hospital and such designated affiliates shall at all times be the exclusive health care facilities and providers advertised, marketed, or promoted at the Facility or at Morristown Landing-hosted events in the Morristown, Tennessee area. The parties agree that Morristown Landing's breach of Hospital's rights under this **Section 4** would result in significant and irreparable injury to Hospital, and that in addition to any other rights and remedies available to Hospital, Hospital shall have the right to seek and obtain injunctive or other equitable relief against Morristown Landing to enforce the requirements of this **Section 4** without the necessity of posting bond.

5. **Equipment; Space; Supplies.** Morristown Landing shall furnish the ATC with safe and appropriate work space at the Facility with adequate space for the ATCs to set up for events as well as a private area to set up treatment tables for the evaluation of athletic injuries. Morristown Landing will provide at its own cost the equipment and supplies reasonably necessary to furnish ATC services.

6. **Supervision, Direction, and Control.** Hospital, through appropriate managers in its Sports Medicine and Rehabilitation Services programs and Hospital protocols and rules, shall have the sole right to supervise and control the ATCs in the performance of ATC services provided pursuant to the terms of this Agreement. ATCs shall be obligated to comply with all reasonable rules and regulations adopted and/or modified from time to time by Hospital. Further, each ATC shall work under the advice, consent, and orders of a physician licensed by the State of Tennessee. Morristown Landing and its personnel shall not request or require ATCs to provide any services outside the scope of ATC services as defined under Tennessee statutes and regulations.

7. **Scope of Practice; Responding to and Reporting Medical Emergencies.** Each ATC shall provide services in accordance with Hospital protocols and rules applicable to such personnel and within their scope of practice. Morristown Landing recognizes and agrees that ATCs are not licensed to and shall not provide physician services. ATC services may include (i) prevention of athletic injuries, (ii) recognition, evaluation and immediate care of athletic injuries and (iii) rehabilitation and reconditioning of athletic injuries. The Hospital and scheduled ATCs are not responsible for ensuring that ambulances, medical personnel, or other medical care (emergency or otherwise) are available at the Facility. Hospital shall not be liable to Morristown Landing, or be deemed to be in breach of this Agreement, for an ATC's failure to provide medical care beyond the licensed scope of authority/practice. ATCs shall participate in protocols established by Morristown Landing for responding to and reporting medical emergencies at Morristown Landing events and facilities; however, such protocols shall not require Hospital or any ATC to disclose patient or health information in violation of applicable law. With patient consent, ATCs will coordinate emergent care, diagnostics or physician care for injury treatment that fall outside the scope of an ATC and will provide consultations of injury status to Hospital emergency department physicians when needed.

8. **ATC Compensation.** Hospital shall be directly responsible for and shall provide the ATCs with any and all compensation and benefits to which they may become entitled in connection with the performance of services pursuant to the terms of this Agreement, and Morristown Landing shall not be responsible for such compensation or benefits. Hospital shall be responsible for and shall withhold from the compensation of the ATCs all applicable employment taxes and shall pay such employment taxes along with Hospital's share of such taxes to appropriate governmental authorities.

9. **INTENTIONALLY DELETED.**

10. **Malpractice Insurance.** Hospital shall maintain throughout the entire term of this Agreement liability/malpractice insurance coverage upon each ATC in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate. Such coverage shall be obtained from a reputable, identifiable, and licensed Tennessee carrier. Morristown Landing shall, upon request, be provided with a certificate of insurance evidencing such coverage. Notwithstanding the preceding, Hospital may self-insure all or any portion of such coverage in accordance with the policies of Covenant Health, its sole member.

11. **Records.** All records pertaining to the provision of services under this Agreement by the ATCs shall at all times, including after termination or expiration of this Agreement, be the sole and exclusive property of Hospital. Morristown Landing recognizes that all such records and health information about athlete participants receiving ATC services are confidential and protected by applicable patient privacy laws.

12. **Term and Termination.**

(a) **Term.** The initial two-year term of this Agreement shall commence on the Effective Date. Following the initial term of this Agreement, the Agreement shall automatically be renewed for up to five (5) additional successive one (1) year terms unless either party notifies the other party of its intent to terminate in writing at least ninety (90) days prior to the end of the then-current term.

(b) **Termination.**

(i) This Agreement may be terminated at any time by mutual consent of the parties.

(ii) In the event of a material breach by either party hereto which is not cured within thirty (30) days following written notice from the nonbreaching party describing such breach, the nonbreaching party may terminate this Agreement by providing written notice to the breaching party.

(iii) Hospital shall have the right to terminate this Agreement immediately if (A) Hospital receives an opinion of its counsel that, by reason of the terms or existence of this Agreement, Hospital or any other member of the Covenant Health system could suffer the loss of its tax-exempt status, lose its right to participate in Medicare/Medicaid (TennCare) or other governmental reimbursement programs, or otherwise be in violation of any law, rule, or regulation; and (B) the parties are unable to reach an agreement on amendments to this Agreement that, in the opinion of such counsel, would serve to cure such violation and eliminate such risks.

(iv) Either party shall have the right to terminate this Agreement with or without cause on ninety (90) days written notice.

13. **Compliance.**

(a) **Covenant Health Integrity-Compliance Program.** Morristown Landing acknowledges that Covenant Health and its affiliates, including Hospital, have adopted an integrity-compliance program. Hospital has provided or made available to Morristown Landing a copy of its code of conduct, and

Morristown Landing understands that the principles and requirements of the guide apply to all of its dealings with Covenant Health and its affiliates. Morristown Landing acknowledges that such compliance program includes not only requirements for compliance with legal requirements, but also ethical standards that apply to employees of Covenant Health and its affiliates, including, without limitation, restrictions on acceptance of gifts, benefits, meals, lodging, travel, and other perquisites from vendors and suppliers. Morristown Landing shall inform those employees, agents, and subcontractors who are responsible for Morristown Landing's business dealings of the applicable requirements of the code of conduct. Neither Morristown Landing nor any of its employees, agents, or subcontractors shall violate or deviate from such code of conduct in any business dealings with Covenant Health, its affiliates, or the employees or agents of any of them, including, without limitation, by offering inappropriate gifts, benefits, meals, lodging, travel, or other perquisites.

(b) **Disclosure and Reporting of Compliance Violations.** Should Morristown Landing obtain information that reasonably leads it to believe there has or may have been a violation of law or of Covenant Health's compliance program by Covenant Health, its affiliates, or any employee or agent of any of them, including any ATC, Morristown Landing shall promptly report and disclose the same to the Covenant Health Integrity-Compliance Office and provide such Office with all information related to such belief.

(c) **Conflict of Interest Policy.** Morristown Landing acknowledges that Covenant Health and its affiliates have adopted a conflict of interest policy and represents and warrants that it has disclosed to Covenant Health's Integrity-Compliance Office any conflict of interest related to this Agreement known to Morristown Landing arising from any officer, director, or employee of Covenant Health or its affiliates having any ownership, financial, or other interest in, or arrangement with, Morristown Landing through which any of such persons might personally benefit under or by reason of this Agreement.

(d) **Disclosure to Government.** Nothing in this Agreement is intended nor shall be construed as limiting in any way the right of Morristown Landing to report or disclose to any governmental agency or personnel any information that Morristown Landing is obligated to disclose to the Covenant Health Integrity-Compliance Office pursuant to this Agreement. Morristown Landing agrees, however, to promptly disclose to such Office (a) that a disclosure regarding actual or potential violations of law has been made to a governmental agency or personnel by any officer, director, member, or management-level employee of Morristown Landing ("Morristown Landing Management"); (b) that it has learned or has reason to believe that such a disclosure has been made by a Morristown Landing employee, subcontractor, or agent who is not a member of Morristown Landing Management; or (c) that any of Morristown Landing's employees, subcontractors, or agents has been questioned by government personnel regarding Covenant Health, any of its affiliates, or any of their employees or agents. Notwithstanding the preceding, Morristown Landing shall have no duty to make any disclosure to the Covenant Health Integrity-Compliance Office that is specifically prohibited or restricted by court order, by a directive of governmental personnel, or by applicable law.

(e) **No Referral Inducement.** No part of this Agreement is intended to induce, encourage, solicit, compensate for (either directly or indirectly, on either an in-cash or an in-kind basis) or reimburse for referrals for, or the purchase, lease, order, arrangement (or recommending the same) of, any items or services, including any items or services funded in whole or in part by a state or federal health care program. The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that either party refer any business to each other or any of their respective affiliates. No payment made under this Agreement shall be in return for or to induce the referral for items or services, or in return for or to induce the purchase, lease, order, or arrangement (or recommending the same) of items and services, including those paid in whole or in part by state or federal health care programs. The parties hereto acknowledge and agree that the items or services for which the parties have



contracted hereunder do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement contemplated herein and that the amount paid or payable for such items or services is a fair market value amount.

(f) **No Exclusion/Debarment.** Morristown Landing represents and warrants that (a) Morristown Landing is not currently excluded, debarred or otherwise ineligible to participate in any state or federal health care program or in any federal procurement or nonprocurement program and has not been convicted of a criminal offense related to the provision of health care items or services; and (b) none of Morristown Landing's (i) directors, officers, partners or persons owning more than 5% of Morristown Landing's equity interests or (ii) employees, agents, or permitted subcontractors are currently excluded, debarred or otherwise ineligible to participate in state or federal health care programs or in federal procurement or nonprocurement programs, nor has any such person been convicted of a criminal offense related to the provision of health care items or services. Morristown Landing agrees to notify Hospital of any threatened or actual debarment, exclusion, or other event or circumstance that makes or may make Morristown Landing or any of such persons ineligible to participate in a state or federal health care program or federal procurement or nonprocurement program, promptly after receiving notice of such event or circumstance. Hospital shall have the right to terminate this Agreement upon written notice to Morristown Landing in the event of any such debarment, exclusion, or other action.

(g) **Employees, Agents, and Subcontractors.** Morristown Landing shall require its employees, agents, and subcontractors to, and shall be responsible for any failure by such persons to, observe and comply with the requirements of this Section 13.

(h) **Effect of Noncompliance.** The Parties acknowledge that any failure on its part or the part of its employees, agents, or subcontractors to comply with the requirements of this Agreement may seriously and adversely affect the other Party. Each Party shall indemnify and hold the other Party and its affiliates harmless from any damages (including consequential damages), liabilities, or costs (including attorney fees and court costs) arising from or related to any failure of that Party, or its employees, agents, or subcontractors, to meet the obligations under this Section 13.

#### 14. **Miscellaneous.**

(a) **Entire Understanding; Amendments.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and its terms and provisions shall supersede any prior agreements or understandings between the parties (including the Prior Agreement), whether written or oral, with respect to such subject matter. Amendments to this Agreement shall be effective only if in writing and signed by each of the parties hereto.

(b) **Assignment.** Neither party may assign any rights under this Agreement or delegate or subcontract any obligations or duties without the other party's prior written consent, provided, however, Hospital may assign rights under this Agreement or delegate or subcontract obligations or duties to a Hospital affiliate. All of the terms of this Agreement shall be binding and shall inure to the benefit of and be enforceable by the successors and lawful assigns of the parties.

(c) **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Each party to this Agreement shall in the performance of this Agreement comply at all times with all applicable federal, state, and local statutes, regulations, and rules. Any disputes relating to the performance, validity, or interpretation of this Agreement shall be litigated exclusively in the courts of Tennessee, and the parties hereby submit to the personal jurisdiction of such courts.

(d) **Revisions.** This Agreement shall be construed to be consistent with all applicable laws, rules, and regulations. In the event there is a change in any law, rule, or regulation which renders any provision of this Agreement or any applicable portion thereof invalid, illegal, or unenforceable, the parties shall immediately confer and either agree to the continuing validity of the Agreement without such provision, or at the option of either party, shall renegotiate any other terms of the Agreement which are necessary to preserve the respective expectations and understanding of both parties

(e) **Nonsolicitation.** Unless otherwise agreed to by Hospital in a signed writing, Morristown Landing and its affiliates shall neither hire, contract, nor solicit the employment or contracted services of any of the ATCs providing coverage or services during the term of this Agreement and for a period of one (1) year after the date of termination of this Agreement. In the event Morristown Landing or one of its affiliates violates or threatens to violate this provision, the parties agree that Hospital shall have the right to obtain injunctive relief enjoining such conduct without requirement of posting any bond.

(f) **Independent Contractor.** The parties are independent contractors in relation to one another and all services are provided as those of independent contractors and not as employees, partners, or joint venturers.

(g) **Waiver.** Any waiver of any provision or right by a party must be in writing. The waiver of any requirement or breach of this Agreement by either party hereto shall not constitute a continuing waiver or a waiver of the requirement or any subsequent breach of either the same or any other provision of this Agreement.

(h) **Survivability.** Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination, expiration, nonrenewal or rescission of this Agreement. The covenants and obligations set forth in this Agreement which by their terms or implications are intended by the parties to continue in effect after termination, expiration, nonrenewal or rescission of this Agreement, including without limitation Sections 4-5, 8, 11, 13(h), and 14(c) and (e), shall survive such termination and shall remain in effect and enforceable by the parties.

(i) **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that it notifies the other party as soon as practicable and uses reasonable commercial efforts to resume performance.

(j) **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder, shall be deemed effectively given only when written and personally delivered or mailed by overnight courier services by a nationally recognized overnight delivery service (e.g., FedEx), addressed as follows:

If to Hospital:                      Gordon Lintz, CAO  
Morristown-Hamblen Hospital System  
908 W. 4<sup>th</sup> Street  
Morristown, Tennessee 37814

If to Morristown:  
Landing:                              Morristown Landing Recreation and Events  
Attn: Steve Eaton, General Manager  
4355 Durham Landing



Morristown, Tennessee 37814

or to such other address as a party has advised through written notice given in accordance with this Section.

(k) **Execution.** This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of Hospital and Morristown Landing. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

(l) **Severability.** The provisions of this Agreement are severable. In the event any of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

(m) **Approval: Authorized Signatory.** Morristown Landing, through its authorized signatory below, represents that all actions by Morristown Landing necessary for the approval, execution, and performance of this Agreement have been duly taken by Morristown Landing and that the Morristown Landing signatory to this Agreement has appropriate corporate authority to execute this Agreement.

**IN WITNESS WHEREOF,** the Hospital and Morristown Landing have executed this Agreement to be effective as of the Effective Date

**MORRISTOWN-HAMBLE HOSPITAL SYSTEM**

By: \_\_\_\_\_  
Gordon Lintz

Title: President and CAO

Date: \_\_\_\_\_ **Hospital**

**THE SPORTS FACILITIES COMPANIES**

By: \_\_\_\_\_  
Print name: ( \_\_\_\_\_ )

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

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

**Morristown Landing**

## **EXHIBIT A**

### **Description of Advertising, Marketing, and Promotion Services and Products**

Morristown Landing shall provide Hospital with the following advertising, marketing, and promotional services and products on an annual basis the Facility:

1. **Digital Screen Wall Signage.** Morristown Landing will provide digital screen wall signage acceptable to Hospital on each court at the Facility which shall display public service announcements throughout event days highlighting Covenant Health and Hospital as the official sports medicine provider at the Facility. Announcements and marketing messages shall be provided by Hospital (**value - \$6,000.00**)
2. **Branding Of First Aid/Medical Center/Training Room.** Morristown Landing shall provide branding of the only first aid/medical center/training room at the Facility in a manner acceptable to Hospital (**value - \$7,500.00**).
3. **Website Presence.** Morristown Landing will provide space for a logo and link provided by Hospital on the Community Partners page of the Morristown Landing Facility website with Hospital positioned and highlighted as a major sponsor in a manner acceptable to Hospital (**value - \$2,500.00**).
4. **Promotional Materials.** Morristown Landing shall provide references to Hospital in the Facility promotional and registration materials, as well as Hospital logo inclusion in pre-tournament e-mails and social media posts, with size, placement, logo and style acceptable to Hospital (**value - \$1,000.00**).

# The City of Morristown

---

## Fire Department



TO: Mayor Gary Chesney  
City Council

FROM: Clark Taylor

DATE: January 16, 2024

RE: Request to Hire at Entry Level Position

I am requesting Council's appointment, from qualified candidates, to fill one (1) vacancy at the following rank:

- Entry Level Firefighter

This position will come from the current Civil Service Entry Level Roster (see attached).

I am prepared to make a recommendation for this position.

This will become effective January 29, 2024.

Thank you,

Clark Taylor  
Fire Chief

# CIVIL SERVICE BOARD

---

P.O. Box 1499 \* Morristown, TN 37816

## FIRE DEPARTMENT ENTRY LEVEL ROSTER

Revised on January 9, 2024 to Reflect Recent **Testing**, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	John Gonzalez	10/31/2024
2	Ryan Towers	10/31/2024
3	James Buck	10/31/2024
4	Levi Bode	10/31/2024

For the Civil Service Board

Lee Parker, Chairman


# The City of Morristown

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt 

Date: January 9, 2024

Re: Employee Disciplinary Action

---

I am requesting confirmation for a disciplinary action of a police officer. I am making this request based upon the findings of a department Pursuit Review Committee. The committee determined that on December 1, 2023, the officer engaged in a vehicle pursuit which violated department policy. The committee found the pursuit to be in violation of General Order 500.33 Sections A-2, A-4, and B-1. The committee also cites that the officer failed to exercise due regard.

Based upon the committee's recommendations, I am requesting the officer receive a 36-hour suspension without pay. He will also be attending a retraining course on vehicle operations. This action would be in compliance with our disciplinary process.

Thank you,

RDO/aw