

WORK SESSION AGENDA
January 16, 2024
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
January 16, 2024
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Chris Talley, Morristown Police 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.

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. Authorize the City Administrator to negotiate and execute Façade Improvement Awards to the recommended property owners/applicants.
3. 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.
4. 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.
5. 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.

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.

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 January 16, 2024

1. Five Year Plan – CDBG

City Council Meeting/Holiday Schedule.

January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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
May 27, 2024	Monday		City Center Closed – Observance of Memorial Day
June 4, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
June 4, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 4, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 18, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 18, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 19, 2024	Wednesday		City Center Closed – Observance of Juneteenth
July 2, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2024	Thursday		City Center Closed – Observance of Independence Day

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
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 16th DAY OF JANUARY 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

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	\$ 436,243.42 (22.5%)
Total In-Lieu Tax Payable	<u>\$1,938,859.64</u>

PASSED this 4th 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 16th DAY OF JANUARY 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

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 4th day of January, 2024.


George B. McGuffin, Chairman


Rod Isaacs, Secretary



Morristown City Council Agenda Item Summary

Date: January 16, 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: January 16, 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
TOTAL			\$ 60,268.05	

**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 statues, 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: January 16, 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 one (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**

Vendor	Total Price	Exceptions Yes or No
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: January 16, 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: January 16, 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".

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/FEEES

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

Löse Project Number 22049-4

Project Description

Löse 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, Lösé 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.
- Lösé 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, Lösé 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.
- Lösé will submit one (1) set of plans to the Client for review during this phase.
- Lösé 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, Lösé 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</u> ⁽¹⁾
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
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
Client Name

Lōse Design
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



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