

WORK SESSION AGENDA
May 7, 2024
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
May 7, 2024
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Chris Dotson, Morristown Police Dept. Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. April 16, 2024

9. **OLD BUSINESS**

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

1. Ordinance No. 4776

Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II – Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds Office from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general location being shown on the attached exhibit A.

2. Ordinance No. 4777
Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lot 1 of the Final Plat of Elliot Property as recorded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.

10. **NEW BUSINESS**

10-a. **Resolutions**

1. Resolution No. 2024-11
Being a Resolution of The City of Morristown, Tennessee authorizing the City Attorney to begin legal proceedings to obtain construction easement for the East Morris Blvd. Road Project

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

1. Ordinance No. ____
To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds in relation to the MAID Ditch project - transfer of funds from the ARPA Fund to the Stormwater Fund.
{Public Hearing Date May 21, 2024}
2. Ordinance No. ____
To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds in relation to Morristown Landing operations.
{Public Hearing Date May 21, 2024}
3. Ordinance No. ____
To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds for twelve Police vehicles and associated upfitting, various operational needs, grant funded Police & Fire items and re-allocate funding for asset management software; and to appropriate and establish the funding source for each appropriation.
{Public Hearing Date May 21, 2024}

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

1. Acknowledge receipt of bids for upfitting of police vehicles, accept the bid from Dana Safety Supply as the best and most qualified bid and authorize the city administrator to enter into an agreement with Dana Safety Supply to upfit all twelve (12) police vehicles totaling \$39,600.

2. Acknowledge receipt of bids for in-car camera systems, accept the bid from Truckers Lighthouse as the best and most qualified bid and authorize a one-time purchase of twelve (12) 10-8 Arsenal In-Car camera systems with the necessary AV cables totaling \$27,004.56.
3. Acknowledge receipt of bids for the Ballistic Helmets, accept the bid from Dana Safety Supply as the best bid, and authorize a purchase quantity of 72 helmets and 20 covers totaling \$57,525.04.
4. Approval to declare surplus eleven (11) vehicles and sixty-four (64) gun holsters that have been removed from service and are no longer being utilized.

<u>Vehicle</u>	<u>Description</u>	<u>VIN Number</u>
342	2014 Dodge Charger	2C3CDXAG7EH349220
344	2009 Ford Crown Vic	2FAHP71V39X121353
345	2014 Dodge Charger	2C3CDXAG9EH132932
360	2014 Dodge Charger	2C3CDXAG5EH132930
371	2013 Dodge Charger	2C3CDXAG9DH568694
376	2014 Dodge Charger	2C3CDXAG6DH568698
378	2013 Dodge Charger	2C3CDXAGXEH132938
379	2011 Ford Crown Vic	2FABP7BV3BX183491
397	2014 Dodge Charger	2C3CDXAG6EH132936
403	2013 Dodge Charger	2C3CDXAG4DH568697
417	2008 Ford Crown Vic	2FAFP71V18X139453
N/A	Gun Holsters	Quantity 64

5. Acknowledge receipt of bids for replacing a portion of the Airport Fence, accept the bid from Lakeway Fence & Supply as the best bid, and authorize the purchase of the fence for \$12,038.21.
6. Approval of sale of property to Ed Hale to purchase Parcel 019 087.13 consisting of approximately 6.41 acres in the East Tennessee Valley Industrial District (ETVID) for the purchase price of \$25,000.
7. Approval of Interlocal Agreement for non-disaster related and/or recurring sharing of law enforcement resources between the Morristown Police Department and the Hancock County Sheriff's Department.
8. Approval of changes to the City of Morristown Emergency Home Repair Program Policy-Procedures Manual.

10-d. Board/Commission Appointments

1. City Council appointment(s) or reappointment(s) to the Parks and Recreation Advisory Board for a three (3) year term to expire June 1, 2027; terms expiring Alpha Alexander, Jennifer Laster and Hank Smith.

2. City Council appointment(s) or reappointment(s) to the Property Maintenance Appeals Board for a three (3) year term to expire June 1, 2027; terms expiring William T. Hale and Hugh Clement.

10-e. New Issues

1. Confirmation of employee disciplinary action for the Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
May 7, 2024**

1. Police Department Technology
2. Safe Haven Baby Box

Upcoming City Council Meeting/Holiday Schedule.

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 17, 2024	Friday	9:00 a.m.	FY25 Budget Presentation – Morristown Landing 4355 Durham Landing
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
July 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
August 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
APRIL 16, 2024

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, April 16, 2024, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter.

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

Councilmember A'Hearn made a motion to adopt the April 16, 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 adopt the April 2, 2024 minutes of meeting as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4754. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4754 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4754

An Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of property identified as Hamblen County Tax Parcel ID#: 032040 08601 and a portion of property identified as Hamblen County Tax ID#: 032048 05900 with the Zoning Designation of High-Density Residential District, R-3(Merchants Greene Boulevard/S. Bellwood Road).

A Public Hearing was held relating to Resolution No. 2023-10 Plan of Services. No one spoke.

April 16, 2024

Councilmember A'Hearn made a motion to approve Resolution No.2023-10 Plan of Services. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-10 Plan of Services
A Resolution adopting a Plan of Services for the Annexation of
Properties located between Merchants Greene Boulevard and S.
Bellwood Road.**

Councilmember Garrett made a motion to approve Ordinance No. 4776 on its first reading and schedule a Public Hearing relative to the final passage of said Ordinance on May 7, 2024. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4776
An Ordinance to amend the Municipal Code of the City of
Morristown, Tennessee, Appendix B. Rezoning of Lot 9B of the
Preliminary & Final Plat of Masengill Spring development Phase II –
Division of Tract 9 as recorded in Plat Book O Page#157 in the
Hamblen County Register of Deeds Office from RP1 (Planned
Residential District) to PCD (Planned Commercial District), the
general location being shown on the attached exhibit A.**

Councilmember Bivens made a motion to approve Ordinance No. 4777 on its first reading and schedule a Public Hearing relative to the final passage of said Ordinance on May 7, 2024. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4777
An Ordinance to amend the municipal code of the City of
Morristown, Tennessee, Appendix B. Rezoning of Lot 1 of the Final
Plat of Elliot Property as recorded in Plat Book P Page #3 in the
Hamblen County Register of Deeds Office from OMP (Office Medical
and Professional District) and LI (Light Industrial District) to IB
(Intermediate Business District), the general location being shown
on the attached exhibit A.**

Councilmember A'Hearn made a motion to acknowledge the award of FY22 Department of Homeland Security State & Local Cybersecurity Grant for Endpoint protection licenses and certain backup computer hardware and authorize the City Administrator to execute documents necessary to process the award. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to rescind prior approval of the bid for the Fire Station #1 Split System and reject all bids. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve Amendment No. 2 to the Work Authorization for Michael Baker International for the Land Acquisition Study & Acquisition project related to the Morristown Regional Airport. Councilmember A’Hearn seconded the motion. Councilmember K. Senter made a motion to amend the original motion to include the amount of Amendment No. 2 as \$29,700. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”. Mayor Chesney called for a vote of the motion as amended and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve Change Order – Amendment No. 1 to the Contract for the Irrigation System Installation at Frank Lorino Park with Oak View Landscaping & Lawn Care, increasing the cost by \$19,500.00. Councilmember K. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve a Memorandum of Understanding between the City of Morristown and John Bell providing a donation of the right-of-way for a new alignment of Bellwood Road and contemplating construction of the same. Councilmember A’Hearn seconded the motion and upon roll call; Mayor Chesney and Councilmembers A’Hearn, Bivens, Garrett, J. Senter and K. Senter voted “aye”. Councilmember Pedigo “abstained”.

Councilmember Pedigo made a motion to acknowledge application for additional funding for the FY 2024 Annual airport Maintenance grant and authorize execution of all necessary grant documents to receive the award. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to authorize the installation of certain public art on city-owned property as proposed to City Council on April 16, 2024, and authorize the City Administrator to execute agreements(s) necessary with the Rose Center or other parties to facilitate successful installation. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Interlocal Agreement for non-disaster related and/or recurring sharing of law enforcement resources between the Morristown Police Department and the following agencies. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

- a. Claiborne County Sheriff’s Department
- b. Greeneville Police Department
- c. Jefferson County Sheriff’s Department

Councilmember A'Hearn made a motion to re-appoint Melba Norfolk to the Morristown-Hamblen County Humane Society for a three (3) year term to expire May 15, 2027. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the April 16, 2024, Morristown City Council meeting at 5:47 p.m.

Mayor

Attest:

City Administrator

April 16, 2024

The City of Morristown

Community Development & Planning

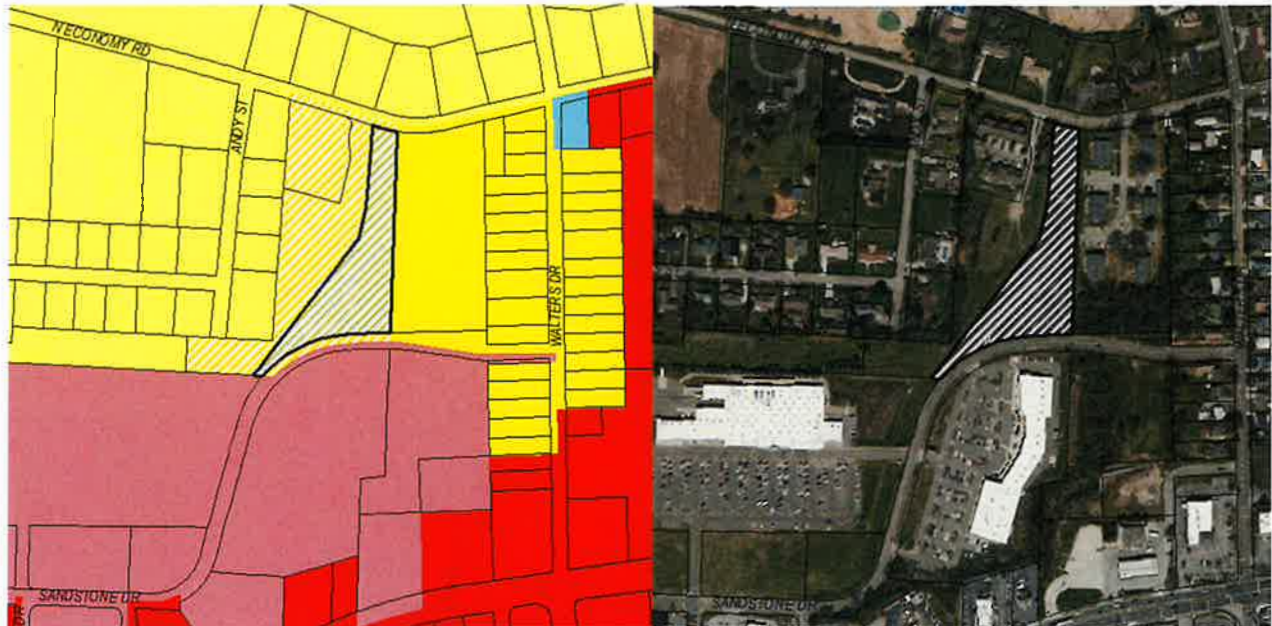


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 16th, 2024
SUBJECT: Rezoning Request from RP1 to PCD
Sandstone Drive

BACKGROUND:

Staff has received a request from the engineer, Joe Parrott, to rezone a 2.5 acre vacant parcel on Sandstone Drive from RP1 (Planned Residential District) to PCD (Planned Commercial District). The applicant is seeking to rezone it to PCD in order to place an office building for a local HVAC business.

This property has PCD zoning to the south with the Massengill Falls and Massengill Springs development which is anchored by the Food City grocery store and has a multifamily development to the east zoned R-2. The concept plan provided with the application does show a 2,200 square foot building with an office area and storage area. Per the concept plan, the only access for this will be on Sandstone Drive which is similar to all the other commercial uses within this development. It should be stated that this property is heavily constrained as to the size of the development because it contains a flood hazard area along with multiple easements.



RECOMMENDATION:

This property is currently zoned RP1, however, most of the properties within this development contains the PCD zoning designation with commercial uses along this street. Thus, staff recommends approval of this rezoning request and Planning Commission voted 9-0 in support of this at their April monthly meeting.

ORDINANCE NO. 4776

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

{Rezoning of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II – Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds Office from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general location being shown on the attached exhibit A.}

BEING the entirety of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II – Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds Office.

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

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

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

Passed on first reading the 16th day of April 2024.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of May 2024

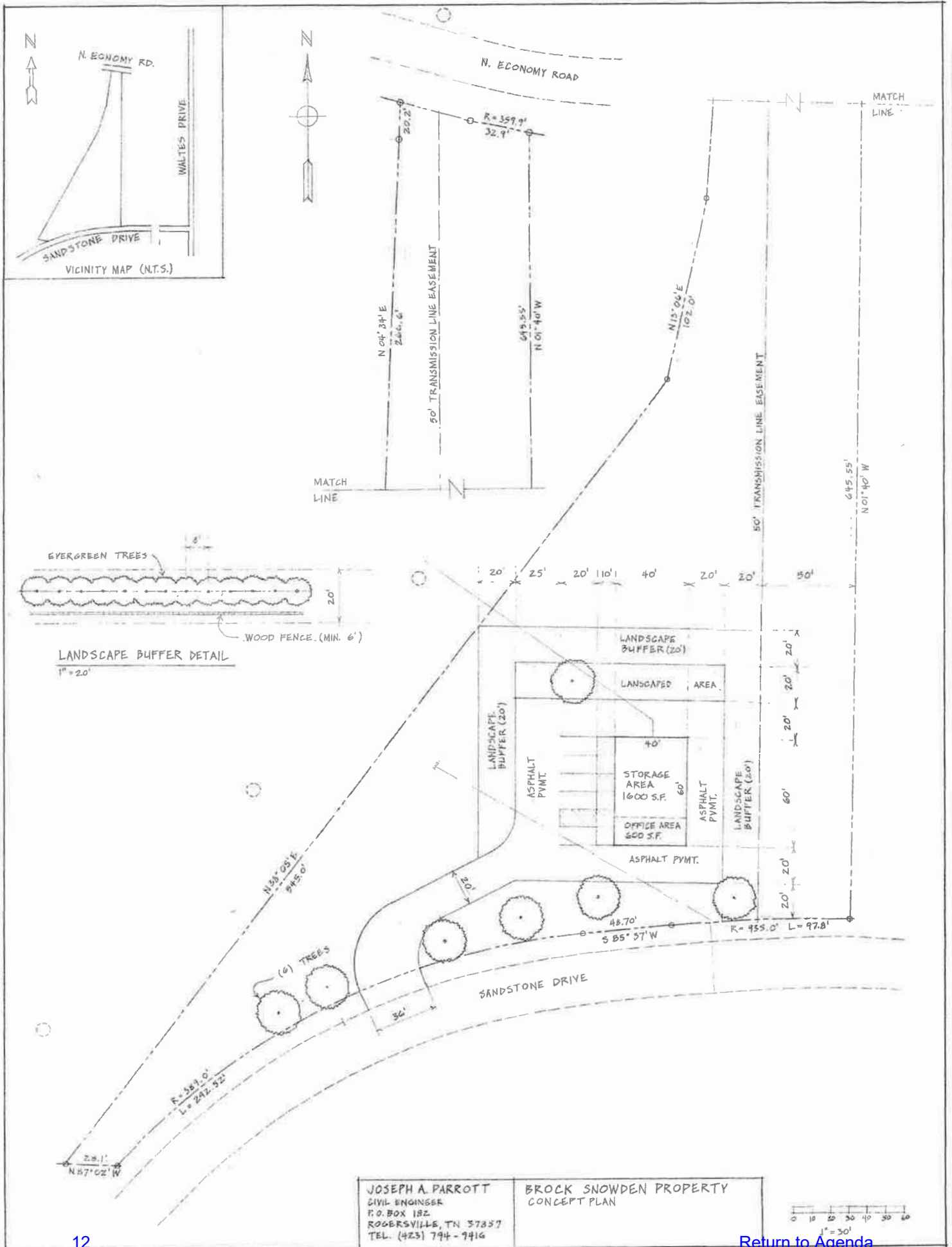
Mayor

ATTEST:

City Administrator

Exhibit A:

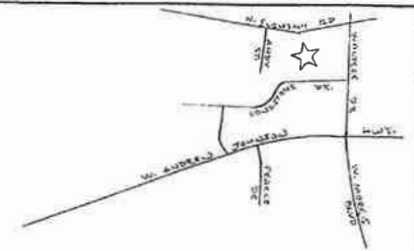
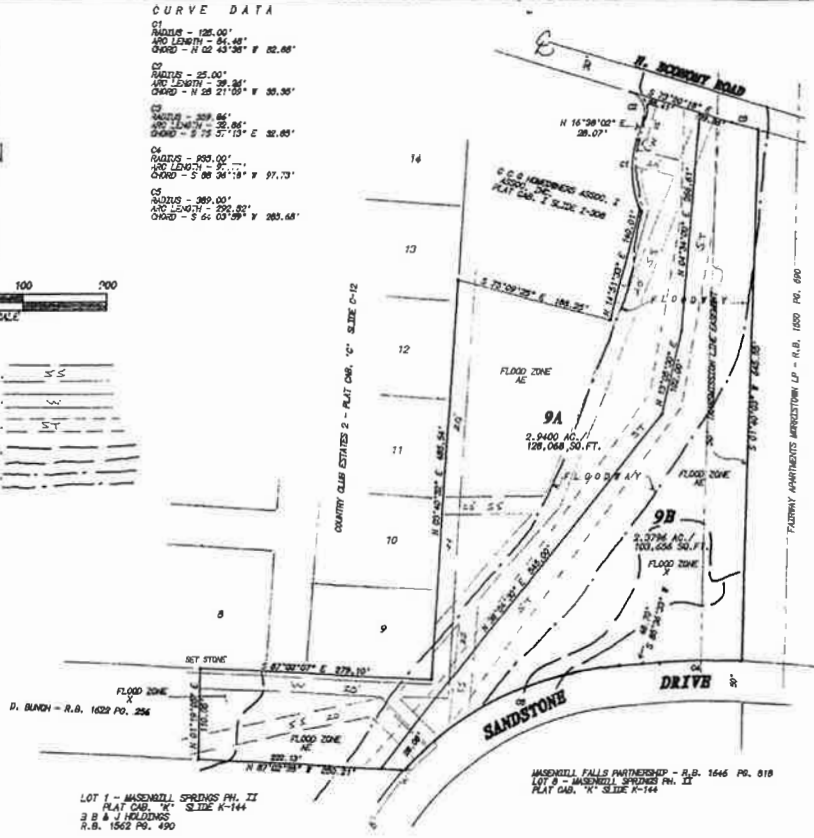




CURVE DATA
 C1
 RADIUS - 125.00'
 ARC LENGTH - 84.48'
 CHORD - N 02° 43' 30" E 82.68'
 C2
 RADIUS - 25.00'
 ARC LENGTH - 39.34'
 CHORD - N 28° 21' 00" E 35.35'
 C3
 RADIUS - 359.86'
 ARC LENGTH - 35.86'
 CHORD - S 75° 37' 13" E 35.85'
 C4
 RADIUS - 300.00'
 ARC LENGTH - 30.00'
 CHORD - S 08° 34' 19" E 97.73'
 C5
 RADIUS - 389.00'
 ARC LENGTH - 295.83'
 CHORD - S 26° 03' 59" E 285.68'



SANITARY SEWER EASEMENT..... S-S
 WATER LINE EASEMENT..... W-W
 STORM WATER EASEMENT..... S-T
 FLOOD ZONE LIMITS.....
 FLOODWAY LIMITS.....



VICINITY MAP
 ZONING PDGS LOCATED AT ALL LOT CORNERS.
 THERE IS A 10' DRAINAGE & UTILITY EASEMENT ALONG THE INTERIOR OF ALL LOT LINES.
 PROPERTY ZONED - PCD
 TOTAL AREA = 8.3196 AC.
 TOTAL NUMBER OF LOTS = 2
 SEE PLAT CDR. "K" SLIDE K-144 FOR ORIGINAL PLAT OF RECORD.
 BUILDING SETBACKS
 30' - FRONT
 15' - SIDE & REAR

BKPG: OPLAT/157-157
 23031066

TRACED PLAT	15/24/2023 - 10:32:50 AM
DATE	15/24/2023
TIME	10:32:50 AM
DATE	15/24/2023
TIME	10:32:50 AM
DATE	15/24/2023
TIME	10:32:50 AM
DATE	15/24/2023
TIME	10:32:50 AM
DATE	15/24/2023
TIME	10:32:50 AM

JIM CLAWSON
 COUNTY CLERK

SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THIS IS A CLASS "C" SURVEY AND THE METHOD OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10000 AS SHOWN HEREON, WHICH MEETS OR EXCEEDS MINIMUM REQUIREMENTS FOR TOWNSHIP OF TENNESSEE BY <u>7-25-23</u> DATE <u>7-25-23</u> T.S. 157-157		FLOOD CERTIFICATION I do hereby certify that I have examined the Federal Insurance Administration Flood Hazard Boundary Map and found that the property shown hereon is in a special flood hazard area. F.E.M.A. F.T.R.M. - 4706001206 EFFECTIVE DATE - JULY 03, 2006		SURVEYOR'S CERTIFICATE I hereby certify the information shown hereon is correct to the best of my knowledge. By <u>William H. Shockley</u> Tenn. Registered Land Surveyor No. <u>572</u>	
CERTIFICATION OF APPROVAL FOR RECORDING I HEREBY CERTIFY THAT THE SURVEYING PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE CONSTITUTION AND THE TENNESSEE SURVEYING ACT, AND THAT THE SURVEYING PLAT HAS BEEN APPROVED FOR RECORDING BY THE TENNESSEE CLERK OF THE SUPREME COURT. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT		CERTIFICATION OF OWNERSHIP AND DESIGNATION I (WE) HEREBY CERTIFY THAT I (WE AND THE OWNERS OF THE PROPERTY SHOWN AND DESIGNATED HEREON AND THAT I (WE) HEREBY ADAPT THIS PLAN OF SURVEYING PLAT TO THE PROPERTY SHOWN AND DESIGNATED HEREON, AND THAT I (WE) HEREBY DESIGNATE THE PROPERTY SHOWN AND DESIGNATED HEREON AS A FLOOD HAZARD AREA. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT		CERTIFICATION OF ENGINEERING APPROVAL I HEREBY CERTIFY THAT ALL (TWO) IMPROVEMENTS (AND (TWO) DRAINAGE, (TWO) EASEMENTS) AND (TWO) UTILITY IMPROVEMENTS (AND (TWO) EASEMENTS) SHOWN ON THIS SURVEYING PLAT HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TENNESSEE CONSTITUTION AND THE TENNESSEE SURVEYING ACT, AND THAT I (WE) HEREBY CERTIFY THAT THE SURVEYING PLAT HAS BEEN APPROVED FOR RECORDING BY THE TENNESSEE CLERK OF THE SUPREME COURT. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT	
CERTIFICATION OF THE APPROVAL OF POWER SYSTEM I HEREBY CERTIFY THAT (1) THE POWER FACILITIES HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TENNESSEE CONSTITUTION AND THE TENNESSEE SURVEYING ACT, AND THAT I (WE) HEREBY CERTIFY THAT THE SURVEYING PLAT HAS BEEN APPROVED FOR RECORDING BY THE TENNESSEE CLERK OF THE SUPREME COURT. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT		CERTIFICATION OF THE APPROVAL OF WATER SYSTEM I HEREBY CERTIFY THAT (1) THE WATER FACILITIES HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TENNESSEE CONSTITUTION AND THE TENNESSEE SURVEYING ACT, AND THAT I (WE) HEREBY CERTIFY THAT THE SURVEYING PLAT HAS BEEN APPROVED FOR RECORDING BY THE TENNESSEE CLERK OF THE SUPREME COURT. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT		CERTIFICATION OF THE APPROVAL OF CITY GARDEN OR COUNTY HEAD SUPERVISOR I HEREBY CERTIFY THAT ALL (TWO) IMPROVEMENTS (AND (TWO) DRAINAGE, (TWO) EASEMENTS) AND (TWO) UTILITY IMPROVEMENTS (AND (TWO) EASEMENTS) SHOWN ON THIS SURVEYING PLAT HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TENNESSEE CONSTITUTION AND THE TENNESSEE SURVEYING ACT, AND THAT I (WE) HEREBY CERTIFY THAT THE SURVEYING PLAT HAS BEEN APPROVED FOR RECORDING BY THE TENNESSEE CLERK OF THE SUPREME COURT. DATE <u>7-25-23</u> W. H. SHOCKLEY, CLERK OF THE SUPREME COURT	

SHOCKLEY LAND SURVEYING
 WILLIAM H. SHOCKLEY
 REGISTERED LAND SURVEYOR
 2125 LAWSON ROAD
 MORRISTOWN, TN 37814
 (423) 581-2031



PRELIMINARY & FINAL PLAT OF:
MASENOILL SPRINGS DEVELOPM T.
PHASE II - DIVISION of TRACT 9

TAX MAP... 00000... 00000... 00000... 00000...
 CITY OF MORRISTOWN, TENNESSEE
 FIRST CIVIL DISTRICT... HAMPSHIRE COUNTY
 SCALE: 1" = 100'
 DRW. NO. MASEN

OWNED BY:
 R. DON BRANCH
 PO BOX 671
 MORRISTOWN, TN 37815-0671
 R.B. 1427 PG. 427

The City of Morristown

Community Development & Planning

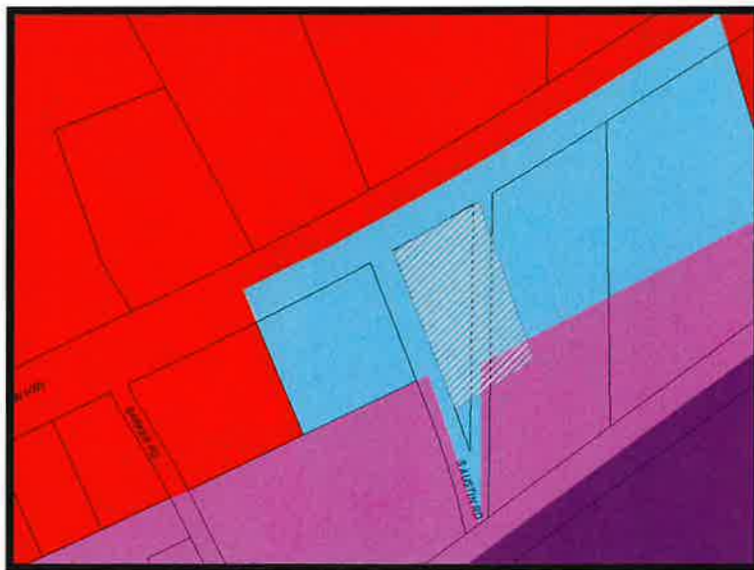


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 16th, 2024
SUBJECT: Rezoning Request from OMP and LI to IB
S. Austin Drive and W. Andrew Johnson Highway

BACKGROUND:

Staff has received a request from the applicant, Express Oil Change and Tire Engineers, to rezone a 0.89 acre parcel at the southeastern intersection of S. Austin Road and W. Andrew Johnson Highway. This parcel is currently split zoned as it is zoned both OMP (Office, Medical, Professional District) and LI (Light Industrial District). The applicant is seeking to rezone it solely to Intermediate Business District in order to place an Express Oil Change and Tire Engineering business.

This property is currently vacant and has OMP zoning to the west with an office building, vacant OMP and LI to the east; however, most of the nearby properties along W. Andrew Johnson Highway is zoned Intermediate Business including the property to the north containing the St. Patrick Catholic Church.



RECOMMENDATION:

As noted above, most of the properties fronting W. Andrew Johnson Highway are zoned the Intermediate Business District with uses that fall in line with this district. Thus, staff believes that this district is appropriate at this location along this major corridor and Planning Commission voted 9-0 in support of this at their April monthly meeting.

ORDINANCE NO. 4777

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

{Rezoning of Lot 1 of the Final Plat of Elliot Property as recorded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

BEING the entirety of Lot 1 of the Final Plat of Elliot Property as recorded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office.

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

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

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

Passed on first reading the 16th day of April 2024.

Mayor

ATTEST:

City Administrator

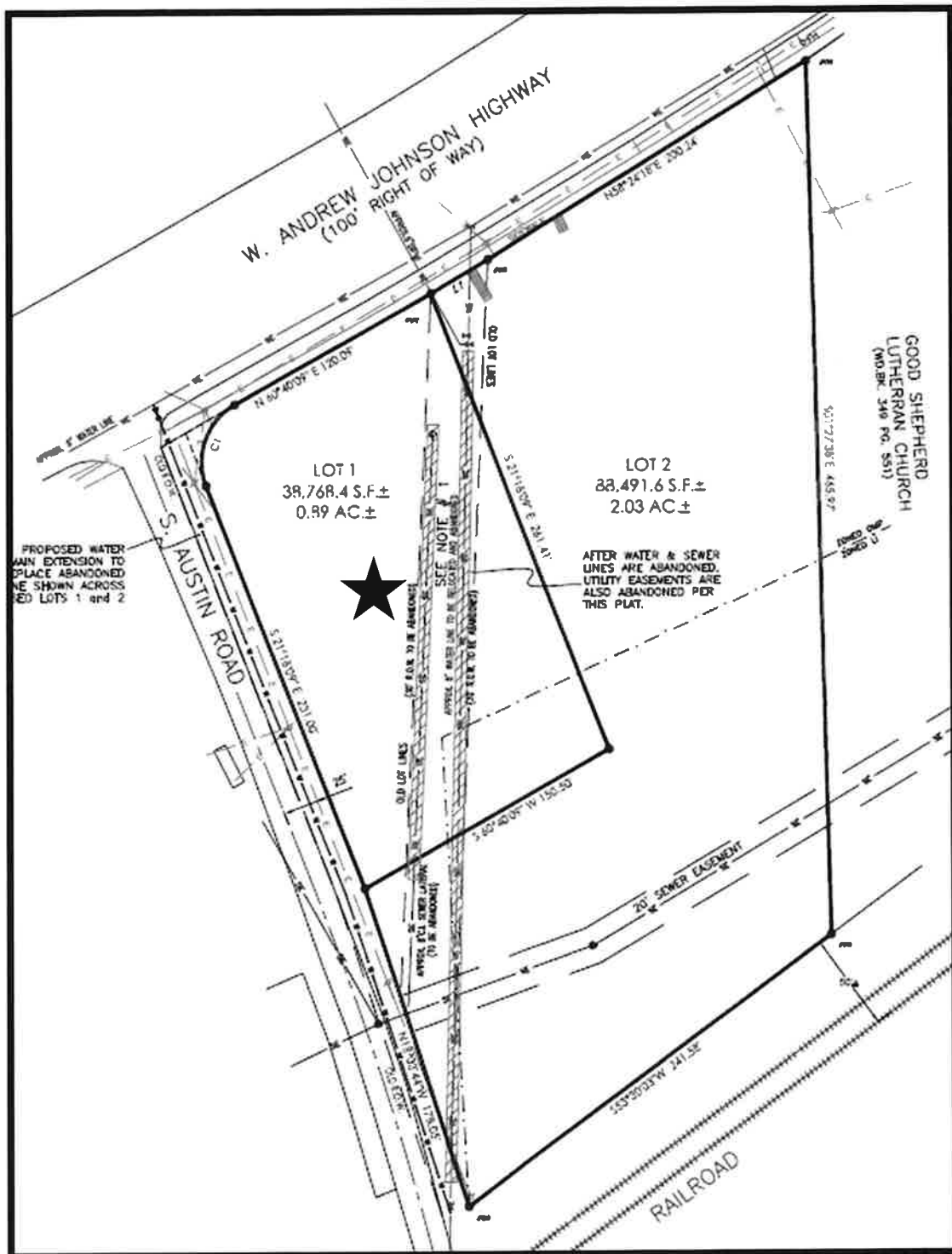
Passed on second and final reading the 7th day of May 2024

Mayor

ATTEST:

City Administrator

Exhibit A:



CITY OF MORRISTOWN, TENNESSEE

RESOLUTION NO. 2024-11

**BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE
AUTHORIZING THE CITY ATTORNEY TO BEGIN LEGAL
PROCEEDINGS TO OBTAIN CONSTRUCTION EASEMENT FOR THE
EAST MORRIS BLVD. ROAD PROJECT**

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown, Tennessee hereby authorizes the City Attorney to begin the necessary legal proceedings for the City of Morristown to obtain the necessary construction easement for the East Morris Blvd. road project.

Passed this 7th day of May 2024.

Mayor

ATTEST:

City Administrator, Andrew Ellard

APPROPRIATION ORDINANCE

Ordinance Number:

4752.02

To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds in relation to the MAID Ditch project. Due to ARPA related project savings, remaining funds were identified from the ARPA direct appropriation grant that will used to cover the overages of the MAID Ditch project. This amendment allows for the transfer of funds from the ARPA Fund to the Stormwater Fund.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4752 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2023-2024 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE/REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
ARPA Fund (122)	Other General Government Projects	99200-590	Transfers Out to Stormwater Fund			\$ 457,450	
ARPA Fund (122)	Fund Balance	122-27100	Restricted Fund Balance		\$ 457,450		
Stormwater Fund (440)	Revenue	440-38150	Transfers in from ARPA Fund	\$457,450			
Stormwater Fund (440)	Drainway Management	43293-999	Other Capital Outlay			\$ 457,450	
			Totals	\$ 457,450	\$ 457,450	\$ 914,900	\$ -

PASSED ON FIRST READING THIS 7th DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature

APPROPRIATION ORDINANCE

4752.03

To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds in relation to Morristown Landing operations.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4752 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2023-2024 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE/REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
Morristown Landing Operations Fund (123)	Revenue	123-49800	Transfers In from General Fund	\$ 75,000			
Morristown Landing Operations Fund (123)	Revenue	123-41120	Lease/Rentals	\$ 65,680			
Morristown Landing Operations Fund (123)	Fund Balance	123-27100	Unassigned Fund Balance		\$ 133,374		
Morristown Landing Operations Fund (123)	Other Social, Cultural & Recreational	56900-399	Other Contracted Services			\$ 274,054	
			Totals	\$ 140,680	\$ 133,374	\$ 274,054	\$ -

PASSED ON FIRST READING THIS 7th DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature

APPROPRIATION ORDINANCE

4752.04

To amend ordinance number 4752, The City of Morristown, Tennessee annual budget for fiscal year 2023-2024 necessary to appropriate additional funds for twelve Police vehicles and associated upfitting, various operational needs, grant funded Police & Fire items and re-allocate funding for asset management software; and to appropriate and establish the funding source for each appropriation.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4752 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2023-2024 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE/REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General Fund (110)	Finance	41530-355	Computer/Data Processing			\$ 82,816	
General Fund (110)	Police - Administration	42110-801	Grants			\$ 18,819	
General Fund (110)	Police - Patrol	42120-355	Computer/Data Processing			\$ 65,000	
General Fund (110)	Police - Patrol	42120-971	Motor Vehicles			\$ 710,388	
General Fund (110)	Fire - Firefighting	42240-362	Repair/Maintenance Operations Equipment			\$ 27,182	
General Fund (110)	Fire - Firefighting	42240-433	Vehicle Parts/Oil/Fluid/Tires			\$ 20,000	
General Fund (110)	Fire - Firefighting	42240-818	Federal Grants			\$ 14,497	
General Fund (110)	Fleet Maintenance	43130-362	Repair/Maintenance Operations Equipment			\$ 17,000	
General Fund (110)	Street Repairs & Maintenance	43140-433	Vehicle Parts/Oil/Fluid/Tires			\$ 52,000	
General Fund (110)	Revenue	110-33605	Fire Department Grants	\$14,497			
General Fund (110)	Revenue	110-33605	Police Department Grants	\$18,819			
General Fund (110)	Revenue	110-31600	Local Option Sales Tax	\$150,000			
General Fund (110)	Revenue	110-31800	Business & Gross Receipts Tax	\$300,000			
General Fund (110)	Revenue	110-36120	Interest on Investments	\$524,386			
			Totals	\$ 1,007,702	\$ -	\$ 1,007,702	\$ -

PASSED ON FIRST READING THIS 7th DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF MAY 2024

Mayor Signature

ATTEST:

City Administrator Signature



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Acknowledge receipt of bids for upfitting of police vehicles, accept the bid from Dana Safety Supply as the best and most qualified bid and authorize the city administrator to enter into an agreement with Dana Safety Supply to upfit all twelve (12) police vehicles totaling \$39,600.

Prepared By: Jeanna Vanek

Subject: Upfitting of police vehicles

Background: Council approved twelve (12) police vehicles ordered on March 5, 2024 which have arrived, and each vehicle will need to have the necessary emergency equipment installed, which includes emergency lighting, radar units, in-car camera systems, partitions, consoles, etc.. In order to ensure each vehicle is upfitted in a professional, consistent manner, bids were sought for upfitting services.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses to the bid. Dana Safety Supply is the most qualified bidder having the required certifications for the SoundOff Signal Equipment installation and programming. Additionally, they have a service location within driving distance for warranty purposes.

Financial Impact:

Council will see an upcoming budget amendment for the vehicle upfitting.

Total Cost = \$39,600

Action options/Recommendations:

Acknowledge bids, award the bid to Dana Safety Supply, and authorize the City Administrator to enter into an agreement with Dana Safety supply to upfit all twelve (12) police vehicles totaling \$39,600.

Attachment: Bid tabulation

**Squad Car Upfitting
BID TAB
May 7, 2024**

Vendor	Total Price	Exceptions Yes or No	Within 100 miles of City Hall	Sound Off Certified	Optional Pick up and re- delivery
Uri Tal*	\$147,129.22	Yes	No	No	\$300 each vehicle one way
Dana Safety Supply	\$39,600	No	Yes	Yes	\$350 each vehicle \$175 each way

- * Uri Tal bid for equipment and installation



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Acknowledge receipt of bids for in-car camera systems, accept the bid from Truckers Lighthouse as the best and most qualified bid and authorize a one-time purchase of twelve (12) 10-8 Arsenal In-Car camera systems with the necessary AV cables totaling \$27,004.56.

Prepared By: Jeanna Vanek

Subject: In-Car Camera for Police Vehicles

Background: Council approved twelve (12) police vehicles ordered on March 5, 2024, which now have arrived and will require new in-car camera systems. The Police Department currently deploys 10-8 in-car camera systems in patrol vehicles. It was the police department's desire to obtain a camera system that was compatible with their current system.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received four (4) total responses to the bid. Truckers Lighthouse provided the best bid. Installation of the in-car camera systems will be part of the upfitting process.

Financial Impact:

There will be a budget amendment for the cost of the In-Car Cameras.

10-8 Arsenal In-Car Cameras = \$26,208

AV Cables = \$796.56

Total Cost = \$27,004.56

Action options/Recommendations:

Acknowledge bids, award the bid to Truckers Lighthouse, and authorize staff to make a one-time purchase of twelve (12) in car camera systems with AV cables.

Attachment: Bid tabulation

In-Car Camera BID TAB May 7, 2024

Vendor	In-Car Camera System	AV Cable	Replacement Mic Batteries	Total	Optional 2 year Warranty	Exceptions Yes or No
Axon Enterprises*	\$2,122.39	Included	BWC takes place of needing separate mic	\$2,122.39	\$212.57	Yes – bid the Fleet 3 System Axon Signal \$304.11 /Unit Unlimited Storage \$546.32/Unit & License/yr
Truckers Lighthouse	\$2,184	\$66.38	\$34.88	\$2,285.26	\$699	No
Utility Associates Inc	\$9,250	Included	Included	\$9,250	Included	Yes – bid the Rocket by Utility
Dana Safety Supply	\$2,399	\$65	\$38.75	\$2,502.75	\$699	No

- *Axon did not turn in all of the RFP paperwork, they supplemented it with their master services and purchasing agreement.



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Acknowledge receipt of bids for the Ballistic Helmets, accept the bid from Dana Safety Supply as the best bid, and authorize a purchase quantity of 72 helmets and 20 covers totaling \$57,525.04.

Prepared By: Jeanna Vanek

Subject: Ballistic Helmets

Background: It is the Police Department's desire to obtain 72 Ballistic Helmets and covers.

Findings/Current Activity:

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses. The bid is a fixed price for one year with the option to extend annually thereafter if pricing remains the same.

Financial Impact:

The FY24 budget provides for the purchase of the helmets and covers.

Helmets = \$55,920.24

Covers = \$1,604.80

Total = \$57,525.04

Action options/Recommendations:

Acknowledge bids, accept the bid from Dana Safety Supply, and authorize a purchase totaling \$57,525.04.

Attachment: Bid tabulation

Ballistic Helmets

BID TAB

April 30, 2024

TEAM WENDY HELMET

Vendor	Price 01-20	Price 21-29	Price 30-39	Price 40-49	Price 50-59	Price 60-69	Price 70-79	Price 80-89	Price 90-100	Shipping	Total Price for QTY 72
Dana Safety	834.19	824.02	814.09	804.40	794.94	785.69	776.67	767.84	759.21	0	\$55,920.24
Botach Inc	960	960	960	960	960	960	960	960	960	0	\$69,120

MULTICAM HELMET COVER

Vendor	Price 01-20	Price 21-29	Price 30-39	Price 40-49	Price 50-59	Price 60-69	Price 70-79	Price 80-89	Price 90-100	Shipping	Total Price for QTY 20
Dana Safety	80.24	79.26	78.31	77.38	76.47	75.58	74.71	73.86	73.03	0	\$1,604.80
Botach Inc	77	77	77	77	77	77	77	77	77	0	\$1,540



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Approval to declare surplus eleven (11) vehicles and sixty-four (64) gun holsters that have been removed from service and are no longer being utilized.

Prepared By: Jeanna Vanek

Subject: Surplus Vehicles and Gun Holsters

Background: The City of Morristown wishes to declare these vehicles and gun holsters surplus.

Vehicle #	Description	VIN Number
342	2014 Dodge Charger	2C3CDXAG7EH349220
344	2009 Ford Crown Vic	2FAHP71V39X121353
345	2014 Dodge Charger	2C3CDXAG9EH132932
360	2014 Dodge Charger	2C3CDXAG5EH132930
371	2013 Dodge Charger	2C3CDXAG9DH568694
376	2014 Dodge Charger	2C3CDXAG6DH568698
378	2013 Dodge Charger	2C3CDXAGXE132938
379	2011 Ford Crown Vic	2FABP7BV3BX183491
397	2014 Dodge Charger	2C3CDXAG6EH132936
403	2013 Dodge Charger	2C3CDXAG4DH568697
417	2008 Ford Crown Vic	2FAFP71V18X139453
N/A	Gun Holsters	Quantity 64

Findings/Current Activity: The above vehicles and gun holsters are currently not in use and no longer have usable value to the City. The Finance Department will utilize GovDeals to sell the surplus vehicles and holsters.

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

Action options/Recommendations: Staff would recommend approval

Attachment None



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Acknowledge receipt of bids for replacing a portion of the Airport Fence, accept the bid from Lakeway Fence & Supply as the best bid, and authorize the purchase of the fence for \$12,038.21.

Prepared By: Jeanna Vanek

Subject: A portion of the Airport Fence to be replaced

Background: The City of Morristown's Airport had a section of fence that was damaged by an invasive vine.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received eight (8) total responses to the Airport Fence Bid.

Financial Impact:

FY 24 budget provides for the replacement of a portion of the Airport Fence.

Total Cost: \$12,038.21

Action options/Recommendations:

Acknowledge bids, accept the bid from Lakeway Fence & Supply, and authorize a portion of the fence to be replaced.

Attachment: Bid tabulation

Airport Fence BID TAB May 7, 2024

Vendor	Total Price	Exceptions Yes or No
Lakeway Fence & Supply	\$12,038.21	No
Technology International	\$31,350	Yes – Removal not included
Southeastern Construction Concepts Corporation	\$24,800	No
All State Fence*	\$15,488	No
Demolition and Environmental Companies	\$38,700	No
Exterior Home Solutions LLC	\$17,420	No
Kings Fencing LLC**	\$12,500	No
Premier Fence LLC	\$15,153.50	No

- * All State Fence did not have all pages initialed or have all the paperwork submitted. Missing pages 2,3,4, &5.
- ** King Fencing did not have all pages initialed

Industrial Development Board of The City of

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

April 29, 2024

Mr. Andrew Ellard
City of Morristown
P. O. Box 1499
Morristown, TN 37816

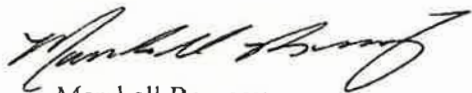
Dear Andrew:

At a called meeting of the Industrial Development Board of the City of Morristown on March 28, 2024, the Board reviewed a request from Ed Hale to purchase Parcel 019 087.13 in the *East Tennessee Valley Industrial District*, consisting of approximately 6.41 acres.

The Industrial Development Board recommends the sale of this land at an agreed upon total purchase price of \$25,000.

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

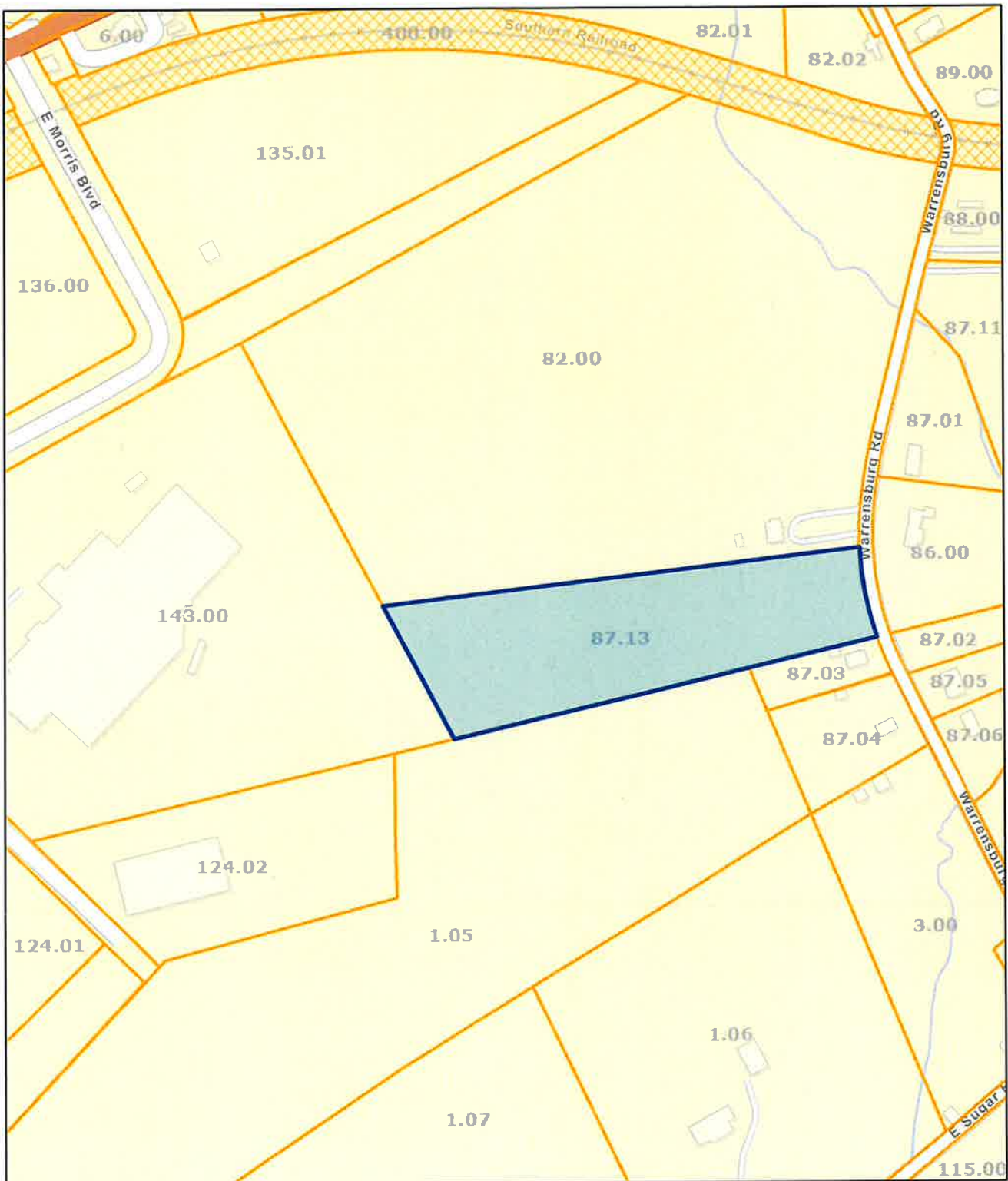
Sincerely,



Marshall Ramsey
Secretary

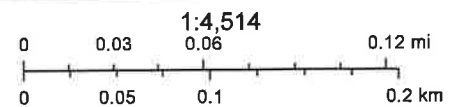
MR/jb

Hamblen County - Parcel: 019 087.13



Date: March 12, 2024

County: Hamblen
Owner: IND DEV BD OF MORRISTOWN
Address: WARRENSBURG RD
Parcel Number: 019 087.13
Deeded Acreage: 6.41
Calculated Acreage: 0
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, Morristown-Hamblen GIS, Tennessee
STS GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,
USDA, USFWS, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local
county Assessor's office but are not conclusive evidence of property
ownership in any court of law.

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES
by and between
Morristown Police Department & Hancock County Sheriff's Department

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;¹ and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Hancock County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Hancock County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Hancock as of the ____ day of _____, 20____, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party² will authorize a response to the request.

¹ This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

² The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of _____:

By: _____
City Mayor

By: _____
Chief of Police

For the County of Hancock:

By: Shannon Harrison 4/15/24
County Mayor

By: [Signature] 4/19/24
County Sheriff



Morristown City Council Agenda Item Summary

Date: May 7, 2024

Agenda Item: Approval of changes to the City of Morristown Emergency Home Repair Program Policy-Procedures Manual

Prepared By: Lisa Baker, Grants Coordinator

Subject: Emergency Home Repair Program Policy Manual Updates

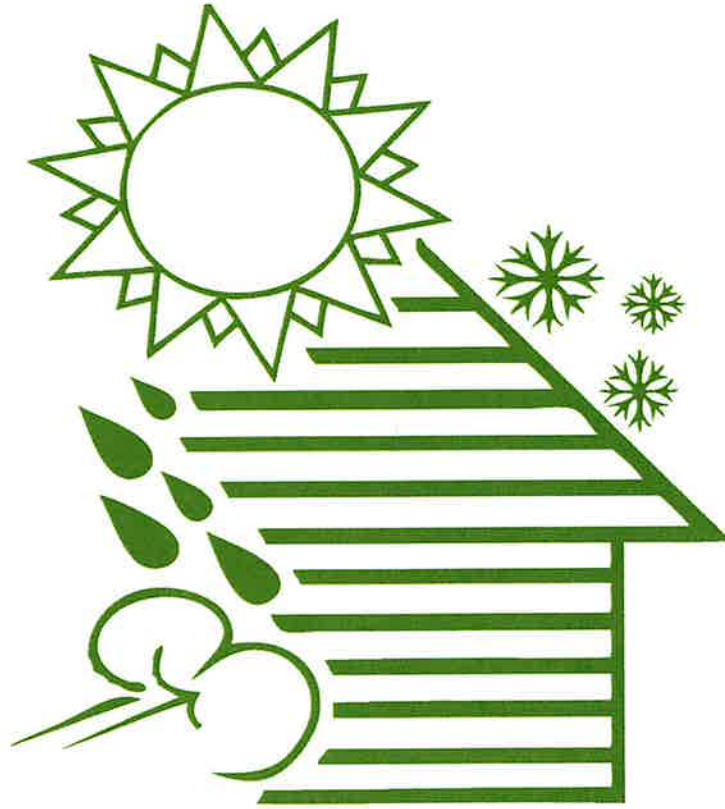
Background: Emergency home repair has been part of the CDBG budget for many years. This program has been executed through an agreement with Knoxville-Knox County Community Action Committee (KCAC). The limit per dwelling has been \$5,000 for many years. Due to rising costs, we propose raising the limit to \$7,500 per dwelling.

Financial Impact: Emergency home repairs are paid for with CDBG funds.

Action options/Recommendations:

Staff recommends approval.

Attachment: Copy of Revised Manual



CAC Housing & Energy Services

CITY OF MORRISOTWN EMERGENCY HOME REPAIR PROGRAM

~~2021/2022~~2023/2024

POLICY-PROCEDURES MANUAL

“Community Action: Helping People. Changing Lives”

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I. INTRODUCTION

The City of Morristown Emergency Home Repair (MTEHR) Program addresses the needs of low to moderate income, elderly/disabled, and other at-risk eligible applicants for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied single-family residences that are located within the city limits of Morristown. Assistance for each dwelling will have the potential to receive up to ~~\$7,500~~~~\$5,000.00~~ annually in the form of a grant for a One-System emergency Home Repair, with the option to exceed the cost limit, frequency, and the number of system repairs with the City of Morristown's Community Development Department prior approval.

This project will adhere to the low/moderate (80% or below) HUD Area Median Income Limit for Morristown.

Note: Jobs beyond the emergency home repair scope of work will be referred to the City of Morristown HOME project or the City of Morristown Community Development.

The Knoxville-Knox County Community Action Committee's Housing & Energy Services (CAC Housing & Energy) provides these services to eligible applicants through an agreement with the City of Morristown's Community Development Department. Funding is provided through a Community Development Block Grant (CDBG).

II. OUTREACH/REFERRAL

Outreach is the first contact we have with a potential Emergency Home Repair Program applicant. This can be direct contact with a "walk in", a phone call to our office, or an indirect contact resulting from agency fliers, news releases, or media coverage.

CAC Housing & Energy Services maintain a web site that explains the City of Morristown Emergency Home Repair Program. A City of Morristown Emergency Home Repair Program Brochure is also available. Brochures may be provided to agency clients through the CAC Housing & Energy office, local government entities, and community organizations.

III. WAITING LIST

The demand for home repair services continues to exceed available funding. At this time, CAC Housing & Energy is working from a waiting list. Applicants are taken on a modified first come first served basis based on the original date placed on the waiting list.

Potential applicants are given 10 days to respond to the requests for an appointment for these services. If a potential applicant does not respond, CAC Housing & Energy moves to the next potential applicant.

The ability to prioritize new and existing applicants to receive MTEHR funds is given to CAC Housing & Energy Services based on the exceptions below:

- Applicants are eligible for funds provided by the Morristown HOME Program
- Other leveraging and/or matching funds as approved by the Director of Housing & Energy Services.

If special circumstances that involve joint funds do not occur, we will proceed to the names on the waiting list.

IV. GENERAL ELIGIBILITY REQUIREMENTS

Excluded Dwellings:

No MTEHR applicant application will be taken on the following dwellings:

- The dwelling is currently listed for sale or under a sale contract, through either a real estate agent or privately.
- The property has been foreclosed.
- The property has been designed for acquisition or clearance by a Federal, State, or local program.
- The household has been evicted
- Unoccupied, other than a temporary absence. Temporary absence is defined as: unoccupied no more than 3 months in duration, with expectation of return and utilities must still be on unless disconnected due to an emergency. Temporary absence due to disaster recovery will be evaluated on a case by case basis. Option to exceed 3-month limit will require prior approval from the funding source.

General Eligibility Requirements:

- 80% or below the HUD Area Median Income Limit
- Subject Dwelling located within Morristown City Limits
- Owner Occupied: applicant must be an owner of record and occupant of subject property
- Subject Dwelling is the applicant's primary residence
- Single Family Site Built or Manufactured (Mobile) Homes
- Condos, townhouses, and duplexes are acceptable as long as the repairs are not common interest of attached residences.
- Repairs must not be an eligible item for repair under homeowner's insurance policy

Ownership Requirements:

The name of the home owner should be consistent on all documentation. If there is an error or misspelling in primary documentation, ownership can be approved based on supporting documentation and/or self-certification.

- Owner occupied
 - Recognizes Life Estate as owner occupied
 - Recognizes Reverse Mortgage as owner occupied.
- Ownership Documentation: Documentation must be recorded and contain information identifying subject properties as well as ownership. Examples of acceptable documentation may include but not limited to:
 - Recorded Warranty/Quit Claim Deed in name of applicant.
 - Recorded Probated Will giving ownership to applicant
 - Manufactured (mobile) home title in name of applicant.
 - A recorded Warranty or Quit Claim Deed identifying the Manufactured (mobile) home may be used for proof of ownership only if a title cannot be produced by the applicant.
 - If a title cannot be produced, the applicant must submit other supporting documents proving a good faith effort attempt was made to acquire the manufactured (mobile) home title. This supporting documentation may be accepted as ownership documentation with funding source approval.
- Manufactured (mobile) Homes
 - Applicant owned manufactured (mobile) home on owned or leased lot/land. No work to be performed on land if manufactured (mobile) home on rental lot; i.e.: septic system. Does not have to be on permanent foundation.

Real Estate Property Taxes:

City of Morristown and Hamblen County Real Estate Property Taxes must not be over one (1) year in arrears. Documentation must identify the subject property and Property Taxes are not over one year in arrears. This may be third-party identification.

A print-out of the applicant's real estate property tax information from the City of Morristown City Taxes and [Hamblen-TN.mygovonline.com](https://www.hamblen-tn.mygovonline.com) website will suffice as documentation of payment of real estate property taxes.

CAC may use a receipt from Property Tax Trustee as proof of payment; must identify the subject property and dollar amount paid.

V. ASSISTANCE LEVEL & FREQUENCY

Assistance Level:

Each eligible household will have the potential to receive up to ~~\$7,500~~~~\$5,000.00~~, annually, in the form of a grant for a One-System emergency Home Repair, with the option to exceed the cost limit, frequency, and the number of system repairs with the City of Morristown's Community Development Department prior approval.

Frequency of Assistance:

Assistance: One (1) time per year with the option to waive if the dwelling has another emergency repair within the same year with the City of Morristown's Community Development Department prior approval. The one (1) year begins the date the client signs the final acceptance of the work completed.

VI. CLIENT INTAKE

As often as possible, applications will be taken by appointment for a "face to face" interview in Morristown at 100 W. 1st North Street, Morristown, Tennessee on scheduled weekdays from 9:30 a.m. to 3:00 p.m. or at the CAC Housing & Energy's Office located at 2247 Western Avenue on Monday through Thursday from 8:30 a.m. to 3:30 p.m. Extended hours may be made available on an as needed basis. The Director of the program may approve home visits by staff to take applications as exceptions on a case-by-case basis, such as in cases of a homebound elderly or disabled client.

Mail-in applications are not encouraged but will be accepted. CAC Housing & Energy prefers a face-to-face interview, which allows us to assess the household's needs, apply our services, and refer to other entities for needed services not offered by our department.

The CAC Housing & Energy office is accessible per Americans with Disability Act requirements. If a client has a speech or hearing impairment, or is non-English speaking, and does not have an interpreter with them, Knoxville-Knox County Community Action Committee has a contract with the Language Line at 1-866-874-3972. Staff will use these services as needed.

CAC reserves the right to stop taking applications if the numbers of applications taken are more than what can be done in a program year.

VII. APPLICATION INTAKE PROCESS

The potential applicant will complete the City of Morristown Emergency Home Repair Program application. During the initial application process, they will be required to submit income, owner occupancy documentation, proof they have met the real estate property tax requirement, completed Eligibility Release form, signed Homeowner Authorized Agent Certification, signed Confirmation of Receipt of Lead Pamphlet form, and a signed Customer Grievance Procedures form and any other documentation required to determine their eligibility as outlined in this manual. The applicant completes the information based on the household situation at time of application.

The potential applicant will be asked to submit, photo ID of everyone age 18 and older, proof of social security number of household members, and complete a Characteristics form. Household will not be denied if photo identification cards and social security cards or the Characteristics form are not submitted unless needed to prove eligibility. All applications will be logged on a spreadsheet.

Due to applicant confidentiality, no applicant specific information will be given over the telephone except for general information (i.e.: you will receive your notification in the mail). No information shall be shared among other service entities unless the "Release of Information" form has been signed by the applicant.

Applicants will be approved/served on a first complete, first serve basis.

VIII. INCOME ELIGIBILITY REQUIREMENTS

The applicant must be determined eligible prior to any funds being expended. CAC shall be responsible for verifying and documenting compliance with income and occupancy requirements. Income of all household members, unless specified otherwise, must be included in the determination of "annual income".

Determining Household Size:

For the purpose of the MTEHR Program, a household is defined as all persons who occupy a housing unit with the exceptions as follows:

- Foster children
- Live-in aides: Live-in Aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: as defined in 24 CFR 5.403:
 1. Is determined to be essential to the care and well-being of the persons
 2. Is not obligated for the support of the persons
 3. Would not be living in the unit except to provide the necessary supportive services
- Family of live-in aides
- Unborn children
- Children being pursued for legal custody or adoption who are not currently living with the household

NOTE: A child who is subject to a shared-custody agreement in which the child resides with the household at least 50 percent of the time can be counted.

Since the above persons are not considered part of the household, their income will not be used in the calculation of the household income for eligibility determination.

Definition of Annual Income:

Annual Income means all amounts, monetary or not, for which:

- Go to, or on behalf of, the household head or spouse (even if temporarily absent) or to any other household member
- Are anticipated to be received from a source outside the household during the 12-month period following admission or annual reexamination effective date
- Which are not specifically excluded in paragraph (c) of this section
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the household member has access
 - Annualization of Income: If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), and it is believed that past income is the best available indicator of expected future income, CAC Housing & Energy Services may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Anticipating/Projecting Income:

For the purpose of determining eligibility for MTEHR Program, the household's Annual Gross Income (before any deductions are taken with the exception of self-employment) will be projected. In order to accomplish this, "snapshot" of the household's current circumstances will be used to project future income.

It is assumed that a household's current circumstances will continue for the next 12 months, unless there is verifiable evidence to the contrary. (Documentation for fixed income sources, pensions, retirements, etc., may be dated within the current year of the application date unless it is known the income change or there is an upcoming change in that year.)

- **EXAMPLE:** If a head of household is currently working for \$15.00 per hour, 40 hours per week, CAC should assume that this person would continue to do so for the next year. Thus, estimated earnings for this person would be \$15.00 per hour multiplied by 40 hours by 52 weeks (\$15.00 X 40 X 52), or \$31,200 per year.

This method will be used even when it is not clear that the type of income currently received will continue in the coming year. (I.e., unemployment because it is not known whether or when the person will find employment, the current circumstances will be used to anticipate annual (gross).

- **EXAMPLE:** Assume a household member has been receiving unemployment benefits of \$100 per month for 16 weeks at the time their income is being determined. It is unlikely that the person will continue on unemployment for another 52 weeks. However, because it is not known whether or when the person will find employment, then current circumstances will be used to anticipate annual (gross) income. Income for this person would therefore be \$100 per week x 52 weeks, or \$5,200.

The exception to this rule is when documentation is available or provided that shows current circumstances are about to change.

- **EXAMPLE:** An employer might report that an employee currently makes \$7.50 an hour, but a negotiated union contract will increase this amount to \$8.25 an hour eight weeks from the date of assistance. In such cases, income can be calculated based on the information provided. In this example, this household member's income would be:

\$7.50/hour x 40 hours/week x 8 weeks	= \$2,400
\$8.25/hour x 40 hours/week x 44 weeks	= \$14,520
\$2,400 + \$14,520	= \$16,920

Whose Income to Count

Special consideration is given to income earned by the following groups of people.

- **Minors:** Earned income of minors, (age 17 and under) is not counted when calculating a household's income. However, unearned income attributable to a minor (e.g., child support, TANF payments and other benefits paid on behalf of a minor) is included.
- **Live-In Aides or their Family Members:** If a household includes a paid live-in aide (whether paid by the family/household or a social service program), the income of the live-in aide, regardless of the source, is not counted. Except under unusual circumstances, a related person does not qualify as a live-in aide.
- **Temporarily Absent Household Members:** The income of temporarily absent household members is counted regardless of the amount the absent member contributes to the household.
 - **EXAMPLE:** A construction worker employed at a temporary job on the other side of the state earns \$600 per week. He keeps \$200 per week for expenses and sends \$400 per week home to his household. The entire amount (\$600 per week) is counted in the household's income.

- Permanently Absent Household Members: If a household member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either:
 - Attributable to that person as household income
 - Specifying that the person is no longer a member of the household
- Adult Students Living Away from Home: If the adult student is counted as a member of the household in determining the household size (to compare against the HUD income limits), the first \$480 of the student's income must be counted in the household's income. Note, however, that the \$480 limit does not apply to a student who is the head of household or spouse (their full income must be counted).

Verifying Income:

Household income will be determined by examining source documentation which provides evidence of annual income such as unemployment compensation statements, interest/bank statements, employer statements, etc.

The following income verification document review hierarchy should be followed in all cases:

- A. Third Party Documentation Provided by Client
 - B. Third Party (online or hard copy)
 - C. Verbal Third Party (documented by the grantee)
 - D. Alternate to Third party Verification
- A. Third Party Documentation Provided by Client: Household Income must be confirmed and documented by a third-party. A third-party means a party that is not the program applicant/client nor the specific agency providing the program. A third-party may be (though this not an inclusive list):
 - An employer/previous employer (statement of earnings, verification of employment or a pension letter or statement from an employer/previous employer),
 - State government (unemployment benefits letter, child support letter, divorce decree, etc.),
 - Federal government (Social Security or VA Award Letter, etc. or IRS form for people who are/were self-employed, those who receive rental income, etc.),
 - Bank/credit union (Direct Deposits, assets, etc.) and/or government systems that can legally share that information.

Third Party Documentation Provided by Client may not provide sufficient information. In this case, a conversation with the third-party source will be performed to accurately project annual income. In this instance a memo to file will be required. This memo must include these items at a minimum:

- Date and time of contact
 - Who you spoke with and their title
 - Telephone number
 - The information conveyed
 - Signature and date of the verifier
- B. Third Party Verification on Line or Hard Copy: Contacting an outside entity to obtain either written or verbal documentation about the income of household member will be the primary procedure for documentation of household income. This will provide independent verification of information and will show if any changes to current circumstances are anticipated.

Examples of third parties that may be appropriate for these purposes include but not limited to:

- Employers

- Banks
- The U.S. Social Security Administration
- Public Assistance Agencies (i.e., VA, Unemployment, SNAP, TANF)
- Section 8 Enterprise Income Verification (EIV)
- ACCENT (DHS Income Database System)
- The Work Number or equivalent third-party employment/salary entity

C. Verbal Third Party Documented by the Grantee: If written response (B) can't be obtained, verbal verification will be used providing the following is documented through a memo to the file. This memo must include these items at a minimum:

- Date and time of contact
- Who you spoke with and their Title
- Telephone number
- The information conveyed
- Signature and date of the Verifier

A release of information from the household will be obtained before third-party verification (B, C) is requested.

D. Alternate to Third-Party Verification: In instances when the third-party verification is unavailable in a timely manner, a fee for providing the information would be assessed, or the third party is unwilling to provide the information the following may be accepted:

- Pay Stubs: An employed applicant's pay stubs, at least the last eight (8) consecutive pay stubs prior to date of the application or during the 60-day processing time frame. Note for monthly pay schedules: we will only collect three (3) consecutive pay stubs prior to date of application or during the 60-day processing time frame.
- Bank Statements
- Savings Passbook

Self-Employment Income:

Tax Returns for Self-Employed individuals: Copies of all pages of the Tax Returns for the last 2 consecutive years from the year of the application will be accepted for self-employment income. This is to include documentation the return was received by the IRS. If a copy of a tax return is not available, the applicant will be instructed to Request Tax Account Transcript from the IRS. Copies of documents provided by program applicants should be retained in project files. If household does not file Tax Returns, CAC will use alternate documentation such as ledgers, bank statements, etc.

NOTE: If suitable alternative documentation is not available, the costs associated with third party verifications are considered eligible expenses. City of Morristown Emergency Home Repair applicants shall not be required to pay for verifications as a condition of receiving assistance.

ASSESSING INCOME:

Annual gross income will be calculated based on how often the pay is received (i.e., weekly, bi-weekly, bi-monthly, monthly). Annual salary is counted as annual income regardless of the payment schedule.

- **EXAMPLE: If a teacher's annual salary is \$30,000, this is the amount used to calculate annual (gross) income regardless of whether the teacher is paid over a 9- or 12-month period.**

Variations in pay:

If the wage recipient's hours worked fluctuate within their work week and average of these hours will be used to calculate the income eligibility.

- **EXAMPLE: Documentation displays the wage earner works between 10-15 hours a week, the average of the hours worked will be used to calculate income eligibility.**

The full 12-month period will be verified for annual income that is less stable or does not conform to a 12-month schedule (seasonal labors, construction workers etc.).

All earned income will be accounted for whether hourly or salary. In addition to the base salary, this will include annual cost of living adjustments (COLAs), bonuses, raises, and overtime pay.

If Employer reports "Unknown" for future increases and CAC observes a consistency of COLA's and/or raises, CAC will request the last three (3) increases. CAC will average the last 3 increases and calculate in the projected twelve (12) month pay.

Overtime Pay: If Employer reports "Unknown" for future overtime pay and employer has reported overtime for the employee, CAC will average the amount of overtime pay earned by the applicant. This amount will be added to the total amount of projected earned income over the following 12-month period.

Check Stubs: If the wage recipient has other earned income beyond their base salary within their work week an average of the gross income earned will be used to calculate the income eligibility providing no raise was received during the 8 consecutive pay stubs or projected to be received in the next twelve (12) months.

Part 5 Inclusions:

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations 24 CFR 5.609 paragraph (b). Annual income includes, but is not limited to:

1. Wages, Salaries, and Tips, Etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income/Self-Employment Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
3. Interest, Dividends, and Other Net Income of any kind from Real or Personal Property	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Social Security, Annuities, Insurance Policies, Retirement Funds, Pensions, and Disability or Death Benefits and Other Similar Types of Periodic Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section).
5. Unemployment & Disability Compensation, Worker's Compensation, and Severance Pay Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c) (3) of this section).
6. Welfare Assistance (TANF)	<i>Welfare assistance payments.</i> (i.) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
	A. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
	A. Are not otherwise excluded under paragraph (c) of this section.
	() If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
	A. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
	B. The maximum amount that the welfare assistance agency could in fact allow the household for shelter and utilities. If the household's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Alimony and Child Support Payment, Regular Contributions or Gifts, Periodic & Determinable Allowance/Monies	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in paragraph (c) (7) of this section).
9. Not Applicable- Section 8 Programs Only	For section 8 programs only and as provided in 24 CFR 5.612 , any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 <i>et seq.</i>), from private

	sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.
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Part 5 Exclusions:

This table presents the Part 5 income ~~inclusions-exclusions~~ as stated in the Code of Federal Regulations 24 CFR 5.609 paragraph (c). Annual income does not include the following:

1. Children Under the Age of 18	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant household, who are unable to live alone).
3. Lump Sum Inheritance and Insurance Income	Lump-sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section).
4. Medical Expense Reimbursements	Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member.
5. Income of Live-In Aide	Income of a live-in aide, as defined in §5.403.
6. Student Financial Assistance	Subject to paragraph (b) (9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution.
7. Armed Forces Hostile Fire Pay	The special pay to a household member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	Self-Sufficiency Income
	HUD Training (a) Amounts received under training programs funded by HUD.
	Pass Benefits (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
	Reimbursement for Expenses (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
	Resident Service Stipend (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.

	<p>Training Programs</p> <p>(e) Incremental earnings and benefits resulting to any household member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a household member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the household member participates in the employment training program.</p>
9. Gifts	Temporary, nonrecurring nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Income/Full Time Student 18 or Older	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption Assistance	Adoption assistance payments in excess of \$480 per adopted child.
	[Reserved]
13. Deferred Payments	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts or any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts
14. Property Tax Refunds/Rebates	Amounts received by the household in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
15. Home Care Assistance Payments for Developmental Disabled	Amounts paid by a State agency to a household with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home.
16. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
	Food Stamp Allotment: The value of the allotment made under the Food Stamp Act of 1977.
	Volunteer Payments: Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions).
	Alaska Native Claims Settlement Act: Payments received under the Alaskan Native Claims Settlement Act.
	Grand River Band of Ottawa Indians: Income derived from the disposition of funds to the Grand River Band of Ottawa Indians.
	Sub-Marginal Land: Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
	Energy Assistance: Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
	Maine Indian Claims Settlement: Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

	Per Capita Shares: The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
	Scholarships: Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs
	Title V of Older Americans Act: Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program)
	Agent Orange Payments: Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
	Earned Income Tax Credit (EITC): Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments
	Child Care Act of 1990: The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
	Job Training Partnership Act: Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps)
	Payments by the Indian Claims Commission: Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
	AmeriCorps Act of 1990: Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990
	38 U.S.C. 1805/Children of a Vietnam Veteran: Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
	Victims of Crimes Act: Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
	Workforce Investment Act of 1998: Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998

Assets:

In general terms, an asset is cash or no cash item that can be converted to cash.

Note: When assets are included in the calculation of Part 5 annual incomes, it is the income earned from the asset - not the value of the asset - that is counted. This income is counted even if the household elects not to receive it.

- **EXAMPLE: If an applicant elects to reinvest the interest or dividends from an asset, the interest or dividends are still counted as income.**

As with other forms of income, the income from assets that is included when determining annual income is the income that is anticipated to be received from the asset during the coming 12 months.

To avoid counting monthly income as an asset, we will use the average monthly balance over a six-month period as the cash value of the checking account.

For most assets, calculating cash value and the income from the assets is straightforward. However, special rules have been established to address the following two circumstances:

1. Situations in Which the Assets Produce Little or No Income
2. Assets that are Disposed of for Less than Fair Market Value

Assets with Little or No Income:

Rather than require the household to dispose of the property, the Part 5 rule requires that an "imputed" income be calculated based on the Rate of .19% applied to the cash value of all assets.

This rule only applies if the total cash value of all assets is more than \$5,000. Below are examples:

NOTE: The Passbook rates below may not represent the current passbook rate. They are for examples only.

- **Examples:**
 - The Cayhill household has \$6,000 (average balance over six months) in a non-interest-bearing checking account. The CAC Housing & Energy would include in the annual income an amount based on the current Passbook Rate. The calculation would be: $\$6,000 \times .0019 = \11.40 .
 - The Shaw household has \$3,000 (average balance over six months) in a non-interest-bearing checking account and \$5,500 in an interest-bearing savings account. The household reports and CAC Housing & Energy verify \$150 interest on the savings account. CAC Housing & Energy would count the greater of the actual income from assets or the imputed income based on the Passbook Rate: Imputed income ($\$8,500 \times .019$) = \$161.50 Actual income = \$150 Included in "annual income" = \$170
 - The Smiths have \$600 (average balance over six months) in a non-interest-bearing checking account. No income from assets would be counted because the household has no actual income from assets and the total amount of all assets is less than \$5,000.

Assets Sold Below Fair Market Value:

An applicant who disposes of assets for less than fair market value has, in essence, voluntarily reduced their ability to afford housing. Any asset disposed of for less than fair market value during the **two years preceding** the income determination will be counted as if the household still owned the asset.

Fair market value is the value of an asset on the open market in an "arm's length transaction".

Each applicant must certify whether an asset has been disposed of for less than fair market value during the two years preceding the income determination.

1. Assets disposed of for less than fair market value as a result of foreclosure or bankruptcies are not included in this calculation.
2. In the case of a disposal of assets as part of a separation or divorce settlement, the disposal of asset will not be considered to be less than fair market value if the applicant receives (or received) important consideration not measurable in dollar terms.

The amount to be included as an asset for purposes of calculating annual income is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposal of the asset.

○ **EXAMPLES:**

1. **Mr. Jones cashed stock to give a granddaughter funds for college in August 2021. The stock had a market value of \$4,500 and a broker fee of \$500 was charged for the transaction:**

Market Value:	\$4,500
Less: Broker's Fee:	<u>(\$500)</u>
Cash Value to be considered:	\$4,000

The \$4,000.00 in assets would be counted for any income determination conducted until August 2023 (looking forward two years from the time of disposal).

If Mr. Jones has no other assets, no income from assets would be included in annual income because the cash value of the assets is less than \$5,000.00. If other assets brought the total assets to more than \$5,000.00, however, an imputed income calculation would be required.

2. **Mrs. Dutch "sold" a piece of property to a household member for \$30,000 on July 1, 2021. The property was valued at \$75,000 and had no loans against it.**

Market Value:	\$75,000
Less: Settlement Costs:	<u>(\$3,000)</u>
Less: Sales Price:	<u>(\$30,000)</u>
Cash Value to be considered:	\$42,000

The \$42,000 would be counted as an asset for any income determination conducted until July 1, 2023 (looking forward two years from the time of disposal). This amount would be combined with the cash value of other assets, if any, and an imputed income calculation would be required.

Computing the Value of Assets:

Assets have both a market value and a cash value. Only the cash value (rather than the market value) of an item is counted as an asset.

- **EXAMPLE:** The market value of a share of stock is the price quoted on the stock exchange on a particular day. A property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.

An asset's cash value, however is the market value less reasonable expenses required to convert the asset to cash, including:

- Penalties or fees for converting financial holdings, such as penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds to cash or broker fees for converting stocks to cash; and/or
- Costs for selling real property, such as settlement costs, real estate transaction fees, payment of mortgages/liens against the property and any legal fees associated with the sale of real property.

NOTE: If an asset is owned by more than one person, the asset will be prorated according to the applicant's percentage of ownership. If no percentage is specified or provided by state or local law, the asset will be prorated evenly among all owners. If an asset is not effectively owned by an individual, it should not be counted as an asset in the annual income.

Asset Inclusions:

This table presents the Part 5 asset inclusions as stated in the Code of Federal Regulations 24 CFR 5.

1. Savings Accounts, Checking Accounts, Safe Deposit Boxes, Homes, Etc.	Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2.Revocable Trust	Cash value of revocable trusts available to the applicant.
3.Rental Property Or Other Capital Investments	Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Equity in the household's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4.Stock, Bonds Treasury Bills, Certificates Of Deposit, Mutual Funds, And Money Market Accounts	Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5.Individual Retirement, 401 (K) And KEOGH Accounts	Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6.Retirement and Pension Funds	Retirement and pension funds.
7.Life Insurance Policies	Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8.Personal Property	Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9.Lump Sum or One-Time Payments	Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or Deeds of Trust	Mortgages or deeds of trust held by an applicant.

Asset Exclusions:

This table presents the Part 5 asset exclusions as stated in the Code of Federal Regulations 24 CFR 5.

1. Personal Property	Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
2. Indian Trust Lands	Interest in Indian trust lands.
3. Assets not owned by a household member	Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Cooperative Equities	Equity in cooperatives in which the household lives.
5. Non-Accessible and Non-Income Producing Assets	Assets not accessible to and that provide no income for the applicant.
6. Non-Cash Value Insurance policies	Non-Cash Value insurance policies (i.e., where there is no cash value).

7. Assets that are part of an active business

Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

IX. APPLICANT ELIGIBILITY AND NOTIFICATION

If the applicant does not provide all necessary documentation to complete the application, they are given a Documentation Request form. This form instructs the applicant they have fourteen (14) calendar days to provide necessary information to determine basic eligibility. If needed, the CAC Housing & Energy Services office will assist the applicant in obtaining the documentation. Requested documentation will be date stamped on date received.

Once all documentation is received, the application is reviewed for completeness. If the applicant does not provide the required documentation within the required time outlined above, the application may be denied.

The reviewed application is sent to Housing & Energy Services Assistant Director Client Services and Administration, Director, or their designee for approval or denial. The applicant will be notified of eligibility status within sixty (60) days of application date. An extension may be necessary due to extenuating circumstances.

An ineligible application may be reversed to an eligible status if all required documentation is received within thirty (30) days of date of ineligible letter.

Application status is tracked by spreadsheets from point of intake to approval.

X. RECERTIFICATION

A household's income will be recertified only if more than 12 months have elapsed since the household's date of application- income determination (last date on the One CPD Income Eligibility Calculator Preparer line) and the home repairs to be completed are not under contract. If the household fails to recertify, their application will be terminated.

In times of emergency that causes delay outside of the applicant control, Housing & Energy and the City of Morristown will consider a modified recertification process for households who certify their income has not increased beyond the limits of the program for their household size.

XI. HOME REPAIR PROJECT DESCRIPTION

Allowable Measures

CAC Housing & Energy will perform emergency repairs for sites that have been inspected by the grant program staff or their designated representative and classified as having conditions that present a threat to the health and/or safety of those dwelling at the site. Examples of health and safety repairs are listed below:

1. Repair or replacement of an electrical system
2. Repair or replacement of a sewer/septic system
3. Repair or replacement inoperable or damaged plumbing fixtures
4. Repair or replacement of a roof system including any flashing, damaged sheathing, rafters, gutters, or downspouts
5. Repair or replacement of a heating and/or cooling system
6. Repair or replacement of a floor system including underlayment, subflooring, and floor covering
7. Repair or replacement of foundation wall or crawl space piers
8. Repair or replacement of steps, porches, landings, handrails, and guardrails
9. Repair or replacement of windows or doors
10. Accessibility items such as entrance modifications, grab bars, toilets, and walk-in showers

11. Life Safety devices such as fire alarms, carbon monoxide, or house numbers
12. Remediations of Lead Hazards
13. Remediation of pest or rodent infestations
14. Any condition as determined by grant program staff, city inspections personnel, or designated representative for either party which renders a structure or property conditions unsafe to the occupant or to protect the property from structural damage.

Funding Limits:

The purpose of the Emergency Home Repair Program is to remove conditions that constitute an imminent threat to the health and/or safety of the residents of substandard housing structures. It is not the intent of this program to rehabilitate structures to the City's Minimum Housing Code. If there are remaining items that cannot be addressed through the MTEHR program, applicants should be referred the Morristown HOME Program or the City of Morristown Community Development.

The contracted services for projects are capped at ~~\$7,500.00~~ ~~\$5,000.00~~ annually per household in the form of a grant for a one-system home repair, with the option to exceed the cost limit and the number of system repairs with the City of Morristown's Community Development Department's prior approval.

For projects utilizing ~~\$5,000~~ ~~\$7,500.00~~ or more in MTEHR funding, CAC will utilize HUD provided "Lead-Safe Housing Rule Checklist for General Compliance Documentation" to document compliance with HUD lead paint regulations.

XII. INSPECTION AND WORK SCOPE DEVELOPMENT

Pre-Inspection:

Applicants will be contacted by construction for an inspection in the date order in which they were approved. Applicants will be called to schedule a time for a whole house inspection.

During the inspection, CAC staff will review all areas of the home and make note of any health and safety or energy efficiency deficiencies in the home. The inspector will use a standard template to record the conditions of items including but not limited to the plumbing, electricity, smoke alarms, heating and air, floors, sewer, ADA accessibility, kitchen, bathrooms, roof, insulation, windows, water heaters, gaping holes in walls, and whether the doors are secure in the home. All deficiencies should be noted, even if they will not be addressed through the MTEHR program.

Pictures should be taken during the inspection that show the condition of every room, the crawl space/basement, roofing system, heating, cooling, and plumbing systems. Additional pictures should be taken of any noted deficiencies. Inspectors will review the clarity of pictures to ensure high quality photos are available for each project.

Inspectors will speak with the applicant about the home conditions. The applicant's assessment of their home's needs will be noted during the work scope development, however, the most severe health and safety issues that can be addressed within the grant budget should be addressed first.

Work Scope Development:

CAC Staff will use the inspection notes, photos, and applicant's assessment of their home's needs to develop and prioritize the scope of work. CAC staff must estimate the cost of the repairs to ensure the maximum allowable cost is not exceeded. CAC staff should review the CAC Project Cost Library, THDA Weatherization Library, current material pricing, and/or historical project costs when estimating the cost of repairs. If the cost of repairs is anticipated to exceed the funding of the project, CAC staff should follow up with the applicant to inform what items will be prioritized and provide appropriate referrals for repairs that will not be completed through the grant program.

CAC staff will prepare a "Work Order" with project specifications and measure details. In each file there should be a "Priced Copy" which details the internal cost estimate for the project and a "Bid Copy" which is used during the applicant agreement and procurement process.

Lead Based Paint:

CAC shall be responsible for compliance with the requirements related to lead based paint identification and mitigation as established in HUD's 24 CFR Parts 35 and 570.608.

In the City of Morristown Emergency Home Repair Program, CAC will refer to the following exemption(s):

35.115 Exemptions.

(8) Any rehabilitation that does not disturb a painted surface.

(9) For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable, and the requirements of subparts B through R of this part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions.

Targeted Lead-Based Paint Inspections will be completed on all non-exempt projects utilizing over \$5,000 of contracted services CDBG funding. For projects utilizing over \$5,000 of contracted services CDBG funding, CAC will utilize HUD provided "Lead-Safe Housing Rule Checklist for General Compliance Documentation" to document compliance with HUD lead paint regulations.

CAC or approved contractors shall utilize safe work practices and protect occupants from exposure to the extent practicable, as necessary, for work that disturbs paint, and will provide applicants assisted by this project with the required notification of lead-based paint hazards.

Painting Policy:

CAC does not paint interior or exterior surfaces of a home for cosmetic purposes. However, CAC will paint any surface that was disturbed during the course of the work that was installed by CAC. Paint should match the existing paint of adjoining surfaces as close as possible, but may not be exact. Paint may be required to project newly installed surfaces such as sheetrock, fascia board, or siding.

XIII. ENVIRONMENTAL REVIEW

CAC staff will provide the City of Morristown's Community Development Department with the address and scope of work prior to work being done. The City of Morristown will be responsible for performing site-specific environmental screening for each housing site assisted through this project. Screening will be completed prior to committing emergency home repair funds for a specific site, and both screening and mitigation of environmental conditions will be performed in accordance with 24 CFR Part 58 and the format and parameters established by the City.

The City of Morristown will notify CAC via email once the environmental review is completed. A copy of the Environmental Review request and a copy of the notice that the review was completed by the City will be retained in the Construction File for each project.

XIV. PROCUREMENT PROCESS

Knox County Term Bid:

To become CAC Housing & Energy Term Bid Contractors, Contractors must go through the competitive sealed bid process through Knox County Procurement Division.

CAC contacts Knox County Procurement to put out a bid for contractors. Knox County and CAC prepare, and review bid specifications and qualifications to ensure all program requirements are addressed such as insurance, licensing,

and certifications. Knox County Procurement announces the bid and the deadline for sealed bid submissions and advertises the open bid.

All contractors are given equal opportunity to review the bid specifications and qualifications to determine if they want to participate. Contractors must register as a vendor with Knox County prior to the scheduled bid opening in order to participate. All bid packets are submitted in a sealed envelope to Knox County Procurement.

After the deadline has passed and sealed bids are opened by Knox County, Knox County and CAC review contractor submissions to ensure the contractor meets all bid specifications and qualifications. Knox County awards term contracts to the most responsive and responsible vendor(s). Multiple contractors may be awarded if they meet the bid specifications and qualifications. Term contracts may be renewed yearly for up to five years.

CAC reserves the right to separately bid any project through Knox County Procurement when it is in the best interest of the program or is required by the program Funder. CAC submits requisition requests to Knox County Procurement, and Knox County completes the procurement process as specified in Knox County Procurement Code.

CAC Contractor Requirements:

To be considered in good standing with CAC, Contractors must:

- Maintain the appropriate State of Tennessee License.
- Maintain all insurance requirements per the term bid and funding source specifications.
- Maintain all required certifications and registrations as required in the term bid and funding source specifications.
- Complete all contracts within the project completion timeframe.
- Perform high quality work as specified in the work orders and as expected by CAC and the funding sources.

Project Completion Timeframe: Contractors have a designated timeframe to complete each individual project. The timeframe begins on the date the contract is signed by the contractor and CAC. If there are circumstances beyond the Contractor's control which delay the completion of the project, the Contractor should submit a Contract Extension Request to CAC prior to the contract deadline. CAC will review the contractor submissions and may extend the contract deadline.

Poor quality of work or repeated failed inspections could result in the suspension of a contractor as a CAC Housing & Energy Contractor. The decision to suspend a contractor will be reviewed by the Construction Manager, CAC Housing and Energy Services Director, and funding sources as appropriate.

CAC will monitor contractor capacity, average project turn-around, number of incomplete projects, and contractor performance. CAC reserves the right to limit the number of contracts a Contractor may be awarded based on these factors.

In the event a Contractor is no longer considered to be in good standing with CAC, the Contractor will be notified in writing of the deficiency. CAC will outline the deficiencies and how the contractor can remedy the deficiencies. CAC may provide or recommend training for quality of work-related deficiencies.

Contractors may notify CAC in writing if they wish to be excluded from any bid notifications. Email notification is acceptable. Contractors should specify the timeframe they wish to be excluded. If no timeframe is specified, the exclusion will be considered indefinite until CAC is notified otherwise. CAC will not include these contractors in the bid specification process outlined below

Bid Individual Projects:

Term bid contractors will have the opportunity to bid on all approved jobs for which they are qualified. All Contractors who are in good standing with CAC and Knox County have the opportunity to price the individual projects.

CAC shall notify all Term Bid Contractors in good standing when projects are available to bid. CAC staff will send an email to eligible contractors with a copy of the work order. Paper copies of the work orders and pre-assessment photos of the project site are available upon request. Contractors are instructed to complete the work order bid based on the quoted labor rates and material mark up from their term bid contracts. CAC will review the bid total and will not require itemized charges. After the bid is announced, CAC staff will be unable to answer any questions or provide any clarifications to potential bidders.

CAC staff will specify in the email notification the deadline when projects must be returned. Generally, 5 business days will be allowed from time bid is sent out to deadline of submission. Emergency or other circumstances may require a shorter time frame. Bids may be returned in paper or electronic form. Paper bids must be returned to CAC Housing & Energy Office in a sealed envelope. Electronic bids must be emailed to a designated CAC email. All bids must be received prior to the deadline. Bids received after the exact time set for opening of bids are late and shall not be considered.

Once jobs are posted and before bids are awarded, any questions pertaining to the jobs must be emailed to a designated CAC email address. All questions and replies will be circulated to all potential bidders. CAC staff will not address any questions by any other means between job posting and awarding of the bid.

Contractors may correct errors prior to submission by clearly marking out and initialing any changes.

The integrity of this competitive bid system depends on the submission of bids without the knowledge of competing bids. Therefore, the bidding procedure must maintain the security and secrecy of all bids until the bid opening. All bid responses will remain sealed and will not be shared with CAC staff or Contractors until the bid opening. CAC Staff found to be out of compliance with the confidentiality of the bid process will be subject to suspension or termination of employment.

Bid Opening:

The bid opening will take place in the CAC Housing & Energy Office after the deadline for the return of bids has passed. All individuals present should sign in. A minimum of two CAC staff members must be present to open and record submitted bids. Contractors are allowed to be present when bids are open but are not required to attend to be awarded bids. Bid tabulations will be made available upon request to any contractor who submitted a bid.

At the bid opening, two designated CAC Staff members will unseal and open paper bids, and they will open and print electronic bids. It is the duty of the Designated CAC Staff members to ensure that bids are not changed in any way. Each bid received will be recorded on a bid tabulation sheet by price.

Negotiations:

CAC will contact and begin negotiations (if necessary) with the lowest qualified bidder who is in good standing. Bids will be negotiated prior to award to ensure the contract price does not exceed program limitations:

- Less than or equal to CAC's internal estimate +10%, OR
- SIR of 1.0 or greater

If needed, the contractor with the lowest bid will be sent a negotiation sheet specifying the reduction in cost required to award the project. Contractors may accept or decline the negotiations. In the event a Contractor declines to negotiate the cost, CAC will contact the next lowest bidder and begin the negotiation process again. CAC reserves the right to review and modify the internal estimate or to request a Funder review bids with pricing above specified program limits.

CAC reserves the right to separately bid any project to a term bid or other qualified contractor when it is in the program's best interest. Qualified contractors who are not Term Bid Contractors through Knox County will be allowed to participate up to the thresholds specified in Knox County's Procurement Code.

Contractors who make an error in the submission of the bid have the option to honor the price as quoted, or to withdraw their bid. If required by the Funder, CAC will notify the funding source of the bid miscalculation and receive

approval before awarding the contract to provide services. In circumstances with a single responsive bidder, CAC Housing & Energy Director reserves the right to review bid errors on a case-by-case basis.

The awarded contractor will be notified when a contract is ready to be signed. The completion timeframe starts 3 days after the contractor is notified of the award. Contractors who do not return their signed contracts in that timeframe will be considered out of compliance.

Round Robin Procurement Process:

Round Robin Procurement may be utilized only when approved by a Funder for their particular program. Only Term Bid Contractors who have been approved by Knox County Procurement and meet program qualifications may participate in the Round Robin Process.

CAC will notify Term Bid contractors when a Funder has approved the Round Robin procurement method and will provide a description of the program and the Round Robin process. Eligible contractors will be asked to respond if they would like to be included in the procurement process. A Term Bid Contractor can opt in or out of the Round Robin process at any time.

In order to be eligible to participate in the Round Robin Process all requirements listed in the "CAC Contractor Requirements" must be met. Contractors with repeated failed inspections or who demonstrate poor workmanship may also be suspended from bidding.

Contractors will be offered projects one of two ways, depending on Funder approval:

1. Contractors will be offered the opportunity to bid a project. complete the work order based on the quoted labor rates and material mark up from their term bid contract. CAC will review the bid total and will not require itemized charges. Pricing of the bid will be reviewed and awarded as described under "Negotiations."
2. Contractors will be offered projects at a fixed price. Contractor may accept or reject the fixed price bid opportunity.

Projects will be sent by email with the work order attached. Contractors will be given a deadline to respond, generally 3 business days will be allowed from time bid is sent out to deadline of submission. Pictures of the home are available upon request. Contractors should respond to each bid opportunity, either by submitting a bid or by stating in writing they decline to bid. A nonresponsive contractor may be excluded from the Round Robin rotation.

CAC Housing & Energy Director, or designee, will closely monitor Contractor performance and completion rate. Contractors who demonstrate higher capacity or who have fewer projects outstanding may be offered additional bid opportunities.

Document Retention:

All Bid opening documents will be saved in a digital file and hard copies will accompany in all corresponding construction files, including: Bid notifications, Bids received by Email, Bids submitted in paper form, Bid opening sign-in sheet, and Bid tabulation sheets.

XV. CONTRACT WORK

Notice to Proceed:

A Notice to Proceed (contract) will be drafted for each project which details the Contractor awarded the project, project address, applicant name, summary of the scope of work, timeframe, and other project specifications. The Notice to Proceed will be signed by the Knoxville-Knox County Community Action Committee Executive Director (or designated representative) and the awarded Contractor (or designated representative).

Work Completion Time Frames:

The work is considered to be complete when all measures included on the work order have been completed by the Contractor and have passed CAC Inspection. It is the expectation that projects should be completed within 30-days of the date the Notice to Proceed was signed by both CAC and the Contractor. In the event that a project cannot be completed in that time frame, the Contractor should submit a Time Extension Request detailing the cause of delay. Failure to submit an extension request could prevent a contractor's eligibility to be awarded other projects.

Code & Permit Compliance

Qualified licensed contractors with contractual agreements with CAC should complete all work in accordance with codes as adopted by the City of Morristown.

All appropriate permits and applicable inspections are required for each project. The contractor is responsible for submitting work order paperwork to the City to ensure all required permits are issued. Once the work is completed, it is the responsibility of the contractor to schedule inspections with the applicant and the City. Closed permits will be retained in the file.

Change Orders:

On occasion, additional or expanded work necessary to address health and safety issues is not discovered until the original work has begun on the home. In these situations, a change order may be necessary. There may also be occasions where an awarded measure cannot be performed.

All change orders must be requested by the contractor and approved by CAC prior to the work being performed. CAC staff will carefully review every change order request including pictures and inspections reports. Site Visits will be required when pictures or inspection reports are unavailable or insufficient. No change order can be approved until supporting documentation is submitted and reviewed by CAC H&E Director (or designated representative).

Contractors should submit a cost estimate for an additional labor and materials required. As a part of the change order review process, CAC staff will review the cost estimate for reasonableness and will negotiate with the contractor if necessary.

XVI. WORK COMPLETION AND INSPECTION

Final Inspections:

After all measures have been completed by the awarded contractor, the contractor should submit an invoice and all warranty paperwork to CAC staff. This submission will trigger CAC staff to contact the applicant to schedule a final inspection of the completed measures. Applicants have 10 days from the first contact attempt to schedule and complete the inspection of the work performed.

CAC staff will inspect the work for compliance with the specifications detailed in the Work Order and any change orders and verifying the quality of the project. CAC staff will complete a "Contractor Pass/Fail Post Audit" form for each inspection noting either that the project passed inspection or detailing that the reasons why the project failed inspection.

Pictures should be taken during the inspection clearly documents all work performed. Additional pictures should be taken of any noted deficiencies. Inspectors will review the clarity of pictures to ensure high quality photos are available for each project.

CAC staff will provide the applicant all warranty documentation. After the work passes the CAC Inspection, applicants must also accept the completed work and sign the CAC form certifying all listed repairs were completed in a satisfactory manner on their home.

Failed Inspections:

Each failed inspection may result in a \$200.00 penalty. This is to encourage contractors to complete each project correctly and to the high standard expected by CAC and the City of Morristown. Penalties assessed against the

contractor will be deducted from the final invoice prior to payment and the file will be documented to reflect the adjustment. All projects that failed the CAC inspection must be re-inspected.

It is the contractor's responsibility to complete all items listed on the failed inspection report. Once these items have been completed, the contractor should email CAC staff to notify the project is ready for re-inspection. CAC will contact the applicant and perform another assessment.

XVII. CONTRACTOR PAYMENT PROCEDURES

After the project has been completed and inspected by CAC Staff, a full review of the file is completed by H&E Program Support Department. Program support will review the work order, change orders, and submitted invoice to ensure the invoice is an accurate reflection of all work completed. Program Support will contact the contractor via email requesting any invoice corrections or additional documentation needed such as the City Inspection Report, additional warranties, disposal certificates, and/or needed signatures. Once the file is completed, Program Support will contact the contractor to process payment. Contractors are encouraged to accept Procurement Card (PCARD) payments, but may elect to receive payment by check. PCARD payments will be processed within 3 business days after all required documentation is provided by the contractor. Check payments may take up to 60 days due to the additional review requirements.

PCARD Payments:

As soon as all required documentation has been submitted by the contractor and all required inspections have been completed and passed, a project is eligible for payment. Program Support stamps the original invoice, assigns the appropriate fund account number(s), and then gives the original Invoice to the Director for review and approval. A Sales Receipt is filled out with the name and address of vendor, date, invoice number, client address, and amount of invoice. The Sales Receipt includes release of lien statement. CAC staff makes direct payment to contractor using the Procurement Card. The Contractor must sign the Sales Receipt and provide transaction receipt.

A copy of the Sales Receipt and invoice is kept in the client's file and the vendor file. The original Sales Receipt and Invoice are reviewed by CAC Finance, then shipped to Knox County Finance for review and final approval. After review and approval, original payment information is returned to CAC.

Check Payments:

As soon as all required documentation has been submitted by the contractor and all required inspections have been completed and passed, a project is eligible for payment. CAC staff will draft a Check Request which should include the date, name and address of the contractor, invoice number fund account number(s), amount of the invoice, client name, address, and a description of the work completed. This information is entered on the Check Request Log Spreadsheet. The Director reviews the Check Request when it is completed. His signature on the form will give his approval for payment. If the Check request does not meet approval, corrections must be made. After approval, the check request is copied and shipped to CAC Finance for a secondary review.

After the CAC Finance has reviewed the check request, CAC Finance will ship the check request to Knox County Finance for final review and approval. CAC Finance will send a copy of the check request with the assigned Voucher number and date the request was shipped to Knox County Finance to CAC H&E Program Support Staff. This form is filed in the Check Request book and the Check Request Log Spreadsheet.

After Knox County Finance has approved the request, Knox County Finance will create a check. Knox County Finance will ship the check back to CAC Finance. CAC Finance will log the receipt of the check, then notify CAC H&E staff that a check is ready. H&E staff will pick up the check from CAC Finance, update the Check Request Log with the check date and check number.

CAC staff will draft a Release of Lien listing the property address, check amount, and check number. CAC Staff Notifies the contractor that a check is available for pick up. In order to release the check, the Contractor must sign the release

of lien. A copy of the Release of Lien, check, and invoice should be kept in the construction file. Checks may be mailed upon request, but the contractor must mail or email the release of lien statement.

XVIII. DEFERRAL/TERMINATION POLICY

Dwelling conditions or other circumstances identified during the initial inspection may prohibit home repair from proceeding. In these circumstances, the unit will be deferred or terminated. The decision to defer or terminate home repair services to an eligible low-income household is difficult but necessary in some cases. Many problems encountered in low-income housing are beyond the scope of the emergency home repair program. When a project is deferred, work must be postponed until certain problems can be resolved or alternative sources of assistance can be identified and secured. A job that was deferred could be completed at a later date if the deferral conditions identified are remedied within the allowable timeframe. In some circumstances, a home may be beyond repair, or conditions may never be remedied. This home would result in termination of the application. Specific steps, as outlined below, must be followed for each situation.

Deferral:

Existing conditions under which a dwelling unit should be deferred include, but are not limited to, the following:

- Any existing condition that could endanger the health and/or safety of the work crew or subcontractor and cannot be safely abated
- Toxic substances are discovered which cannot be addressed by home repair. In this case, CAC staff should report the problems to the applicant and indicate that activity must cease until the identified condition has been corrected. This may include the existence of lead-based paint or asbestos containing materials that would have to be disturbed during the installation process.
- Home is unavailable or inaccessible.
- Pets have not been secured or the home is not free from pet waste.
- The dwelling is currently being remodeled or if there are open permits on file with the City/ County Permit Office.
- If an applicant demonstrates abusive, obscene, or harassing behavior toward CAC, a contractor acting on behalf of CAC, or City of Morristown employees, the work may be suspended until such a time that services may be delivered in a manner consistent with the values, intent, and goals of the organization. Applicant will be notified in writing as to the reason for the disruption of services and the circumstances as to how the services may be continued.

When a deferral is necessary, the following actions will occur:

- A Notice of Deferral must be sent to the applicant. This notice should clearly state the conditions which must be corrected before home repair work can proceed, and define the time period by which the corrections must be completed.
- The deferral notice must contain notification of the right to appeal the decision, and how those rights may be initiated.
- Applicants will be given 120 calendar days from the date of their written notice to correct the necessary conditions.
- Applicants should be informed immediately both verbally and in writing of any serious imminent hazards.
- Applicants should be informed of any no-cost or low-cost immediate measures that should be taken to mitigate the hazard.
- CAC shall work with the applicant to assist in identifying and accessing available resources that can help to address the situation that required deferral.
- Applicants must notify CAC once the existing conditions have been remedied.

If the deferral conditions have been remedied within the 120-day timeframe, CAC will return the application status to “active” and place the applicant back on the list for services. If more than 12-months have elapsed since the date of application, the household income must be recertified. Another pre-audit may be necessary before the job can be bid out.

Termination or Discontinuation:

In some situations, the issue cannot be resolved even if the job is deferred. In these situations, the emergency home repair case should be terminated. If a case is terminated, the applicant has the right to reapply as outlined in this program manual. Regardless of applicant households’ income eligibility, no emergency home repair funds may be used to repair a dwelling unit:

- When building structure, mechanical systems, wiring, or plumbing systems are in such a state of disrepair and conditions needed for safe habitation of the dwelling cannot be resolved within the scope of the program.
- The dwelling is currently listed for sale or under a sale contract, through either a real estate agent or privately.
- Unlawful activities are occurring in the dwelling that could endanger the customers or the crews or there is any illegal, aggressive, or abusive behavior.
- The home is condemned or in the process of being condemned, unless these conditions can be corrected within the scope and funding limitations of the program.
- The property has been foreclosed.
- The property has been designed for acquisition or clearance by a Federal, State, or local program.
- Applicant is deceased, and there is not an owner of record remaining in the home.
- The household has been evicted.
- There is not a reasonable expectation that the conditions that prevent home repair activities can be alleviated within a reasonable period of time.
- Unoccupied, other than a temporary absence. Temporary absence is defined as: unoccupied no more than 3 months in duration, with expectation of return and utilities must still be on unless disconnected due to an emergency. Temporary absence due to disaster recovery will be evaluated on a case by case basis. Option to exceed 3-month limit will require prior approval from the funding source.
- The applicant does not correct deferral conditions within the allowable timeframe.

When **termination** is necessary, the following actions will occur:

- A termination notice will be sent to the applicant that gives the reason for the termination.
- The termination notice will contain notification of appeal rights and how those rights may be initiated.
- If the current address of the applicant is unknown, mail the notice to the last known address.
- In the event of death, send the notice to the next of kin if known. Otherwise, mail the notice to the address of the deceased.

Additional Resources:

CAC Housing & Energy Services should aggressively pursue alternative funding to reduce the occurrences of deferral. If available, CAC Housing and Energy Services will provide, to the applicant, contact information of other community organizations.

City of Morristown Emergency Home Repair projects beyond the emergency home repair scope of work will be referred to the Morristown HOME Program or the City of Morristown Community Development.

XIX. RECORD KEEPING AND DOCUMENT RETENTION

An Application File, containing application and income documentation, is prepared for each eligible applicant. The application file is filed alphabetically by last name and maintained by the H&E Client Services Department. Upon application approval, a "Data Sheet" is prepared and emailed to the H&E Program Support Department and H&E Construction Department.

Program Support creates a Construction File and a Working File. The Construction File contains all original project specific documentation. The construction file is filed alphabetically by last name and maintained by the Program Support Department.

The working file contains copies of work order and change orders and is taken by CAC staff to any site visit or inspection. The construction files are maintained by the Construction department with help of the Program Support department. The contents of the working file should be added to the Construction file once the project passes the final CAC inspection.

The Program Support Department will review the construction file to ensure all permits, warranties, and other construction documentation are in the construction file prior to issuing final payment to the contractor.

The Application File and Construction File are stored together alphabetically by last name once the project is completed. Contents of each file is detailed in the appendix. Ineligible files are maintained separately in alphabetical by last name. Digital and physical records will be retained for 5 years.

XX. CLIENT SATISFACTION/GRIEVANCE PROCEDURES

Client Satisfaction Survey:

CAC adheres to a proactive client services process. CAC staff call each applicant upon repair completions. Staff requests feedback, in the form of a survey about the work performed, the courtesy of staff and contractors, and level of service received. By addressing feedback and concerns at the same time the applicants are able to talk freely about the level of service and satisfaction with the work. Concerns reported during the survey are reported to the construction department and/or the contractor so that the concern can be addressed.

Grievance Procedures:

CAC is a public agency serving the poor and disadvantaged people of our community through the operation of federal, state, and locally funded programs. CAC's goal is to provide as many effective programs and as much assistance as possible to the disadvantaged of our community. A dedicated staff strives to plan and implement programs aimed at meeting the short-term and emergency needs of the poor as well as developing their eventual self-sufficiency and economic independence.

Any client who feels he/she has been discriminated against, treated unfairly, or who disagrees with the application of a policy to him/her as a program participant, may file a grievance. Complaints and grievances shall be given prompt and fair consideration according to the procedures outlined below. No adverse action will be taken against any individual for participating in the grievance procedure, either as a complainant, a representative, or a witness.

Unless another procedure is set forth for a specific program, the following mechanism shall be used for the processing of client complaints, and grievances:

Any client having a complaint or grievance shall first inform the staff person serving him/her and their program director. The program director will meet with the client on an informal basis, review the complaint, and attempt to adjust the matter satisfactorily. Program director for housing services is: -

Jeffrey Vincent, Director
Housing & Energy Services
Phone: [865-244-3080](tel:865-244-3080)

It is against the law for this recipient of federal financial assistance to discriminate on the following basis: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief.

Any client who feels he/she has been discriminated against and whose complaint has not been resolved at the program level should contact the CAC Executive Director:

Mailing Address: P.O. Box 51650, Knoxville TN 37950-1650
Telephone: 865-546-3500

Any customer who feels he/she has been discriminated against and whose complaint has not been resolved at the program level should contact the [Morristown Grants or](#) Community Development Coordinator:

City of Morristown, 100 West 1st North Street Morristown, TN 37816
Mailing Address: P. O. Box 1499, Morristown, TN 37816
Telephone: 423-585-~~1834~~[4615](#)

Code of Conduct:

CAC and any contractor acting on behalf of CAC will seek to conduct themselves in a professional manner in the delivery of services in a manner consistent with the values, intent, and goals of the organization.

If a client demonstrates abusive, obscene, or harassing behavior toward CAC, a contractor acting on behalf of CAC, or City of Morristown employees, the work may be suspended until such a time that services may be delivered in a manner consistent with the values, intent, and goals of the organization. Client will be notified in writing as to the reason for the disruption of services and the circumstances as to how the services may be continued.

If stated behavior continues, CAC maintains the right to cancel the contract with client and the client may not be allowed to participate in future program services.

Applicant Refusal:

Inspections must be completed by CAC staff and City of Morristown's codes department. Failure of an applicant to respond to contact attempts or refusal to schedule in the specified timeframe may result in the warranty for the project being voided and could affect an applicant's eligibility for other CAC Housing & Energy programs. Applicants are made aware of the requirements in the Applicant Agreement signed prior to their project work starting.

All contact attempts, meetings, and correspondence should be thoroughly documented.

Contractors who are unable to contact applicants after the work has been completed to schedule the required permit inspections should submit to CAC all contact attempts including phone calls, emails, text messages, letters, and/or notes left on the work site.

If the applicant refuses to sign final paperwork after work has been completed, arbitration of the adequacy of the work to fulfill the requirements of the project specifications will be conducted by CAC. Review of the CAC finding will be completed by representatives from the respective funding source. If the inspections are not completed within 10 business days, or if after the arbitration process the applicant refuses to sign final paperwork, CAC Housing & Energy Services will consider the work complete. The work will be given a passing evaluation. The warranty for the work will be void. A lien may be placed on the property by the respective funding source, and the applicant may no longer be eligible to apply for services through CAC Housing & Energy Services.

XXI. REPORTING PROCEDURES

Program Support Reviews the construction file checklist to verify all documentation has been submitted and is in order. Folders are kept on file with CAC Housing & Energy. Original reports and invoices are submitted to the City of Morristown [Community Grants Coordinator-Development](#) and Copies are kept on file with CAC.

Invoice:

CAC will request reimbursement for eligible project expenditures. The reimbursement rate will be the contracted job cost plus a project management cost per job completed, as agreed upon in the project MOU. Travel to Morristown from Knoxville required to accomplish project objectives will be reimbursed using the standard state mileage rate. If additional services are requested by Morristown that are not included in the scope of services, CAC will charge an additional hourly rate for the completion of those services, as agreed upon in the project MOU.

Each request for reimbursement will include copies of receipts, invoices, and other supporting documentation of the costs incurred. CAC compiles an itemized list of all charges which includes the budget line item category, vendor name, payment date, and amount. The total of each budget line item is entered into the Invoice template. The original signed invoice and copies of all supporting documents are submitted monthly to the City of Morristown.

Individual Direct Cost Summary:

A Direct Cost report is completed for every project. These are filled out with the applicant's name, address, summary of repairs completed, direct time and mileage of CAC staff, leverage or match resources, and the date work was completed. This form is reviewed and signed by the Director and Assistant Director Client Services and Administration. A copy is added to the Construction File. Submitted annually.

Household Job Cost/Demographics Report:

Information is pulled from the Individual Direct Cost Summary and summarized on this report. Report should include applicant name, address, contracted services cost, job completion date, and repair type for each project. Submitted annually.

This report also displays the individual household demographics. It includes household income, income level, racial identity (as defined by HUD), ethnicity, and household size. Additionally, it provides special population information including female head of household, and if there is an elderly or disabled household member. Submitted annually.

CAPER Report

This report provides a summary of Accomplishments, Income and Demographic information for the reporting period. Submitted Annually.

XXII. FILE DOCUMENTATION REQUIREMENTS

Application File:

Each application file may contain the following, as appropriate:

- Approval/Denial Letter
- Application Approval Page
- Preliminary Interview Form
- Application Form
- Release of Information/Homeowner Authorization Agent Certification Form
- HOME/CDBG Eligibility Release Form
- Confirmation of Receipt of Lead Pamphlet Form
- Customer grievance Procedures
- Household Characteristics Form (Optional)
- Social Security Cards/Photo ID
- One CPD
- Calculating Part 5 Annual Income Form(s)
- Income Documentation
- Proof of Home Ownership

- Documentation Request Form(s)

Construction File:

Each construction file may contain the following, as appropriate:

- CAC Construction Staff Daily Time Sheets
- CAC Construction Staff Mileage Sheets
- Existing Conditions Inspection Report
- Pre-Inspection Photos (digitally recorded)
- Site Specific Environmental Review Request
- Picture of the House
- Environmental Review Approval
- Work Order (Priced Estimate and Blank Copy)
- Applicant Agreement
- Subcontractor Notice to Proceed
- Subcontractor Bid Work Order
- Contractor Pass/Fail
- Final Inspection/Applicant Sign off
- Invoice
- Change Order
- Contractor Warranty
- Permit or Permit Determination Form
- Waste Disposal Receipt
- Proof of Payment (Check Request or Sales Receipt)
- Release of Lien
- Final Inspection Photos (digitally recorded)
- Client Satisfaction Survey
- Individual Direct Cost Summary

APPENDIX A: CLIENT SERVICES FORMS

- Approval Letter
- Denial/Termination Letter
- Application Checklist
- Application
- Preliminary Interview
- Release of Information/ Homeowner Authorized Agent Certification
- Home/CDBG Eligibility Release form
- Confirmation of Receipt of Lead Pamphlet
- Grievance Procedure Form
- Household Characteristic Form
- Calculating Part 5 Annual Income Form
- One CPD
- Verification of Income Form
 - Child Support
 - Employment
 - Unemployment Benefits
 - Income from Business
 - Rental Income
 - Recurring Cash Contributions
 - Third Party Verification (Social Security, Retirement, etc...)
- Statement of Support
- Zero Income Verification Statement
- Asset on Deposit
- Affidavit Form
- Note to File Form
- Case Management Form
- Documentation Request Form

APPENDIX B: CONSTRUCTION SERVICES FORMS

- CAC Construction Staff Daily Time Sheet
- CAC Construction Staff Mileage Sheet
- Existing Conditions Inspection Report
- Site Specific Environmental Review Request
- Work Order (Priced Estimate and Blank Copy)
- Applicant Agreement
- Subcontractor Notice to Proceed
- Contractor Pass/Fail
- Final Inspection/Applicant Sign off
- Change Order
- Proof of Payment (Check Request or Sales Receipt)
- Release of Lien
- Client Satisfaction Survey

APPENDIX C: REPORTING FORMS

- Individual Direct Cost Summary
- Household Job Cost/Demographics Report
- CAPER Report

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt ^{RDO}

Date: May 1, 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 recommendation of patrol supervisors who have documented repeated violations of General Order 300.08 page 5 section 7, Absence From Duty Without Proper Notification.

Based upon my review of the supervisor's recommendation I am requesting the officer receive an 8-hour suspension without pay.

RDO/ts