

FINANCE COMMITTEE

January 7, 2020

2:30 p.m.

WORK SESSION

January 7, 2020

4:00 p.m.

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
January 7, 2020
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mike Cutshaw, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. December 17, 2019

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **OLD BUSINESS**

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 3647

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. {Portion of Dice Street public right-of-way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Change Order #2 on the Morristown City Center Plaza Garage Project reducing contract amount by \$129,411.29 and extending the completion date by 34 days to January 22, 2020.
2. Approval of Change Order #4 for the Freddie Kyle Greenway in the amount of \$35,177.77 for drainage repair and increase time of contract by 45 days.
3. Approval of Contract with Tennessee Drug and Alcohol Center, Inc. (TDAC) to provide employee drug testing for the City of Morristown.
4. Approval of Contract with Foothills NetCom Inc. to provide phone support for City of Morristown Buildings.
5. Approval of User Agreement with Walters State Community College for the use of the City of Morristown's Shooting Range.
6. Approval of Contract with East Tennessee Turf & Landscape in the amount of \$56,327 for Forestry Grant Project.
7. Approval of Memorandum of Agreement with the Federal Aviation Administration for Use of NAVAID Facilities and Morristown Regional Airport.

9-d. Board/Commission Appointments

1. Mayor's appointment of the 2020 Finance Committee.

9-e. New Issues

1. Approval of Inspection and Maintenance Agreement (I&M) with Atmos Energy Corporation, a Texas and Virginia Corporation.

10. EXECUTIVE SESSION

11. CITY ADMINISTRATOR'S REPORT

1. FY 2018/2019 Consolidated Annual Plan Evaluation and Review (CAPER)

12. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

13. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

14. ADJOURN

City Council Meeting/Holiday Schedule:

January 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
January 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 20, 2020	Monday		City Employee's Holiday - Martin Luther King Day
January 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 4, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
February 4, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 4, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 18, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
March 3, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
April 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 10, 2020	Friday		City Employee's Holiday – Good Friday
April 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA

January 7, 2020

1. LAMTPO

- a. Fixed Route Bus Plan
- b. Bicycle and Pedestrian Plan

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
December 17, 2019**

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, December 3, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith, Absent; Chris Bivens.

Dr. Gary Brewster, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the December 3, 2019 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney welcomed the City of Oak Ridge Chief of Police Robin Smith to present the Tennessee Law Enforcement Accreditation Award to Morristown Chief of Police Roger Overholt.

Councilmember Pedigo made a motion to approve Resolution No. 7-20. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Resolution No. 7-20
Being a Resolution to Adopt an Improvement Plan for Traffic Flow
and Infrastructure at Frank Lorino Park.**

Councilmember Senter made a motion to approve Resolution No. 8-20. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Resolution No. 8-20
A Resolution of the City Council of the City of Morristown in
Support of a Joint Resolution of the Tennessee General Assembly for
the Purpose of Restoring the Emergency Communications Surcharge
Rate.**

Councilmember Smith made a motion to approve Ordinance 3647 upon first reading and schedule a public hearing relative to final passage of said Ordinance. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3647
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways
within the City of Morristown. {Portion of Dice Street public right-of-**

way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}

Councilmember Senter made a motion for approval to apply for the Walmart Local Community Grant for the Fire Department to be used for the purchase of Child Passenger seats. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion for approval to apply for the Walmart Local Community Grant for the Parks and Recreation Department to be used toward contracting a Trail Specialist for Heritage Park and Frank Lorino Park. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Garrett made a motion to accept the recommendation from the Airport Commission to accept the request for proposal submitted by Morristown Air Service Inc. and to allow the Airport Manager and Airport Commission Chair to enter into contract negotiations for fixed base operator services for the Morristown Regional Airport. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve of the request for proposal submitted by East Tennessee Turf & Landscape for the East Andrew Johnson Highway Tree Project and to allow Tony Cox, City Administrator to enter into contract negotiations. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve Purchase Order No. 20001423-01 in the amount of \$84,949.68 for the purchase of deicing salt per the statewide contract. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the agreement with AT&T for an easement on the corner of West 2nd North Street and Henry Street for the purpose of installing new fiber infrastructure for delivery of their service. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Kawasaki, Tennessee, Inc. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to reappoint David Wild to the Stormwater Violations Board of the City of Morristown for a term to expire January 1, 2023 and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Certificate of Compliance for Scott Kanipe, Patrick McGuffin and John f. McGuffin for the retail package store that is currently Chuck's Package Store located at 3401 West Andrew Johnson Highway.

City Administrator Tony Cox introduced Billy Robinson, Director of Brown, Edwards & Company, L.L.P. who presented on the City of Morristown Audit for Fiscal Year Ending June 30, 2019.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Nigel Reid and Linda Noe spoke.

Mayor Gary Chesney adjourned the December 3, 2019 Morristown City Council meeting at 5:29 p.m.

Mayor

Attest:

City Administrator

ORDINANCE NO. 3647

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

{Portion of Dice Street public right-of-way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

Beginning at the point of intersection of the western boundary of Dice St. right-of-way, the southern boundary of the Lincoln Avenue right-of-way, and Parcel 032.00 of Hamblen County Tax Map 041E Group B and heading in a southerly direction along the western boundary of Dice St. right-of-way to the intersection of the southern boundary of said right-of way, Parcel 032.00 of Hamblen County Tax Map 041E Group B, Parcel 048.01 of Hamblen County Tax Map 041L Group B, and Parcel 048.00 of Hamblen County Tax Map 042I Group B; Thence in an easterly direction along the southern boundary of Dice St. right-of-way to the point of intersection of said right-of-way with Parcel 033.00 of Hamblen County Tax Map 041E Group B and Parcel 048.00 of Hamblen County Tax Map 042I Group B; Thence in a northerly direction along the eastern boundary of Dice St. right-of-way to the intersection of said right-of-way, Parcel 033.00 of Hamblen County Tax Map 041E Group B, and Lincoln Ave. right-of-way; Thence in a westerly direction along the southern boundary of Lincoln Avenue right-of-way to the point of beginning.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 17th day of December 2019.

Mayor

ATTEST:

City Administrator

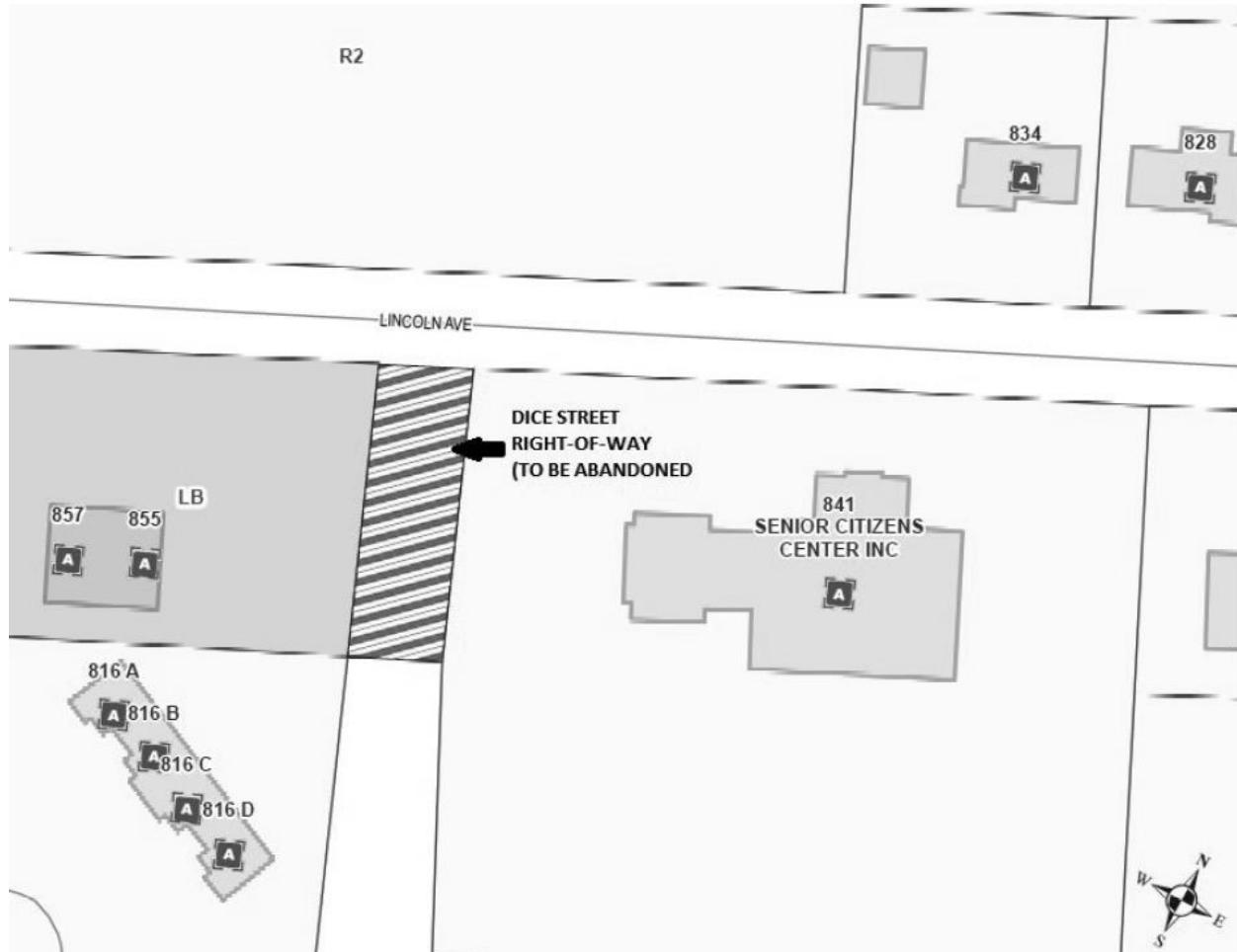
Passed on second and final reading this the 7th day of January 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

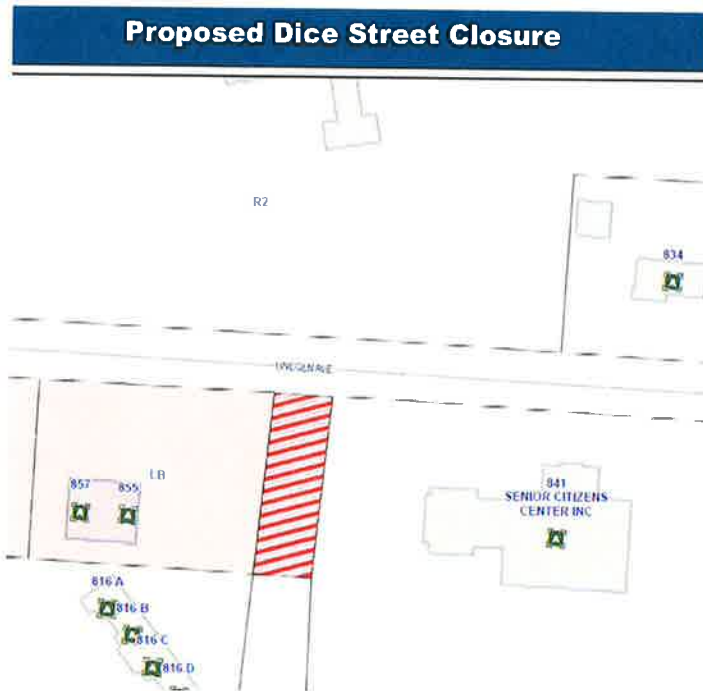
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: December 17th, 2019
SUBJECT: Right-of-Way Abandonment for a portion of Dice Street

BACKGROUND:

Mr. Scott Reams, representing the Hamblen County Board of Education, is requesting the right-of-way abandonment for an undeveloped portion of Dice Street. This public right-of-way is located south of West High School and Lincoln Avenue between the Senior Citizens Center (841 Lincoln Avenue) and Douglas-Cherokee's "Meals on Wheels" (855 Lincoln Avenue).



Dice Street was originally platted to extend beyond its current end point at Lennie Avenue through the current campus of West High School to an end point just south of Lincoln Avenue. However, this did not develop as originally platted which has resulted in this undeveloped portion of Dice Street. It is the understanding of staff that the Board of Education has reached an agreement with the two neighboring owners to obtain this right-of-way for access to future development they plan on the property to the south.

RECOMMENDATION:

Staff recommends approval of this right-of-way abandonment request and the Morristown Regional Planning Commission voted in support of this request by 9-0 margin at their December meeting.



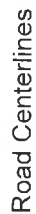
Proposed Dice Street Closure

Legend

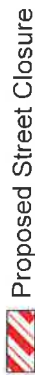
Address Type



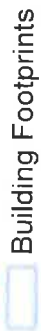
Current



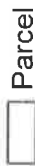
Road Centerlines



Proposed Street Closure



Building Footprints



Parcel

Zoning Classification

R2

LB



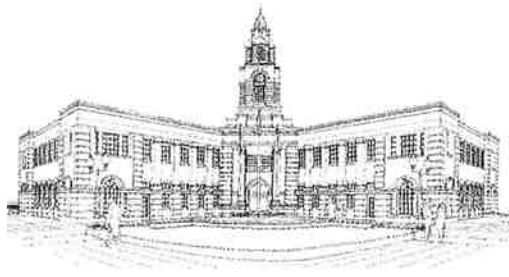
MAY 1951

PLAT
OF
W.W. BROWN
SECOND ADDITION
TO
ADRIAN TERRACES
SCALE 4"=100'
T. RENT & R. B. L. AGENTS
MAY 1951

NOTE
ALTA ST
IS
WALNUT DR



51200083



Morristown City Council Agenda Item Summary

Date: January 7, 2020

Agenda Item:

Prepared by: Larry Clark

Subject: Change Order #2 Plaza Project

Background / History: Plaza project began in March of 2019. There has been one change order approved for an increase of \$6,569.02

Findings / Current Activity: Change order #2 includes the following: Days added to project (34 days), deletion of blocks and lights for Medal of Honor, credit for 7,500 sf allowance on decking, additional parking lights added (4), expansion joint added and credit for Christmas tree base removal.

Financial Impact: Reduction of \$129,411.39 and extension of completion date by 34 days (1-22-20)

Action options / Recommendations: Approval of change order

Attachments: Change order document.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Morristown City Hall Plaza Garage Morristown, TN	CONTRACT INFORMATION: Contract For: General Construction Date: 2019-03-08	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 2019-11-26
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Design Innovation Architects, Inc. 402 S Gay Street #201 Knoxville, TN 37902 Project # 17109	CONTRACTOR: <i>(Name and address)</i> Merit Construction, Inc. 10435 Dutchtown Road Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:

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

PCO#05 - Delete blocks and lights at Medal of Honor (RFP 1)
PCO#08 - Credit for 7,500 sf allowance
PCO#10 - Additional parking garage lights
PCO#13 - Expansion joint added in the deck (RFP 3)
Credit for unused Allowance #05 - Christmas Tree (\$10,000)

Days added due to BIM analysis and rain delays - 34 days.

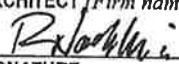
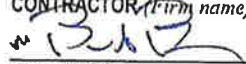
The original Contract Sum was	\$ 2,764,000.00
The net change by previously authorized Change Orders	\$ 6,569.02
The Contract Sum prior to this Change Order was	\$ 2,770,569.02
The Contract Sum will be decreased by this Change Order in the amount of	\$ 129,411.39
The new Contract Sum including this Change Order will be	\$ 2,641,157.63

The Contract Time will be increased by Thirty-four (34) days.

The new date of Substantial Completion will be 2020/01/26

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

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

Design Innovation Architects, Inc.	Merit Construction	City of Morristown
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Rik Norris, Senior Project Architect	Tyson Brewster	Larry Clark
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2019-11-26	12/12/19	
DATE	DATE	DATE



Morristown City Council Agenda Item Summary

Date: 1-07-20

Agenda Item:

Prepared by: Larry Clark

Subject: Change order #4 Freddie Kyle Greenway

Background / History: This is the 4th change order for this project for a total of \$164,568.27. This project received a grant from TDOT for funding. Previous change orders were for piping, asphalt coloring and time.

Findings / Current Activity: This change order is for \$35,177.77 for drainage repair and 45 days. Total construction costs of \$820,626.02.

Financial Impact: Grant was for \$720,000 and local match \$180,000.

Action options / Recommendations: Approval of change order

Attachments: Change order #4

Supplemental Agreement and/or Request for Construction Change Change Order Request #4

Project Title/Termini:	<u>Freddie Kyle Greenway</u>		
Owner:	<u>City of Morristown</u>	PIN:	<u>118523.01</u>
Address:	<u>100 W. 1st North Street</u>	State Project No.:	<u>32LPLM-F3-048</u>
	<u>Morristown, TN 37814</u>	Federal Project No.:	<u>TAP-9113(21)</u>
		Contract No.:	<u>140126</u>
County:	<u>Hamblen</u>		

Whereas, we Summers-Taylor, Inc. with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with City of Morristown, on October 12, 2018, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add misc. stormwater repairs, hardwood mulch stabilization, and pedestrian construction access improvements, as well as make final adjustments to contract line item quantities. Line items being added are summarized on the next page and final quantities for all line items in the final contract are summarized on the last page.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 45 days, ☐ Decrease by _____ days

Original Construction Completion Time: 90 days (Date: 1-13-19)

Original Contract Amount: \$656,057.75

Approved Change Orders: \$129,390.50

Current Change Order: \$35,177.77

Pending Change Orders: \$ _____

Total Change Orders: \$164,568.27

Contract Completion Time with Change Orders: 225 days (Date: 5-28-19)

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Summers-Taylor, Inc. Contractors, and Fidelity and Deposit Company of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

**Recommended for
Approval**

Engineer/CEI (Signature)
Date

Approved

By: _____ Date: _____
Contractor (Signature)

By: _____ Date: _____

Surety (Signature) _____

By: _____
Owner (Signature) Date

**Approved for
Eligibility**

By: _____
Local Programs (Signature) Date

To: Lisa Dunn, TDOT
From: Jake Greear
Subject: Freddie Kyle Greenway, Morristown, TN (PIN 118523.01)
Change Order #4 – Cost Analysis
Date: November 25, 2019
Cc: File

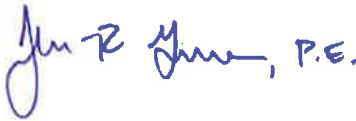
In performing a cost analysis of the contractor provided quotes for the various additional scope of work items being proposed in Change Order #4 of the Freddie Kyle Greenway project (PIN 118523.01), I arrived the following findings:

- *Added N. Cumberland Street Curb Inlet* – Upon installation of the curb & gutter along N. Cumberland Street, it was observed that the curb inlet at Sta. 9+25 was not capturing all of the road runoff and ponding was occurring within the street between it and Sta. 8+25. In order to limit this standing water, a new curb inlet was added at the observed curb & gutter low point at Sta. 8+75. Work included removing the existing curb & gutter and asphalt greenway, installation of a new Type 12 catch basin, casting, and 15" RCP piping, and replacement of the demolished asphalt and curb & gutter. All work was related to existing contract line items, except for the Type 12 catch basin. It was quoted at \$4,450 (see highlights on attachment dated 4/10/19) and, with the TDOT average bid price for such in 2019 being ~\$4,650 in Region 1, is deemed appropriate.
- *Bethel United Methodist Church Sidewalk Stabilization* – The primary ingress/egress doors for the church relied upon the use of the street side concrete sidewalk that was previously in place. When it was demolished for placement of the new asphalt greenway trail, churchgoers expressed difficulty navigating the compacted stone backfill, as well as not tracking dirt into the church, prior to asphalt placement. In order to improve accessibility, the contractor temporarily placed plywood over the stone until paving was complete. The quoted price for this work was \$596.00 (see attachment dated 2/28/19). Over the course of the project, twenty (20) 4'x8' pressure treated boards were used. With the cost of individual boards being \$20-25 each, the quoted price is deemed acceptable to allow for labor and typical markup.
- *Hardwood Mulch* – The City requested that some areas identified for sod stabilization in the plans be stabilized with hardwood mulch instead for future landscaping. The contractor quoted the mulch at \$5.00 per square yard (see attachment dated 3/14/19), which is ~\$45/yd³ when applied at the recommended 4" thickness. The latest hardwood mulch pricing available in the TDOT Average Bid Pricing is from 2017 and was \$37.00/yd³ in Region 1. Considering inflation and labor, the quoted price is deemed acceptable.
- *Western Auto Drainage Repair* – During construction of the greenway, the capping of an old subgrade stairwell was uncovered where the trail passed in front of the Western Auto storefront. The cap was removed and replaced to allow for the full pavement section to be installed. However, after replacement, the owner experienced some leaking during a heavy rain where the repairs had been made. In order to more fully plug the abandoned

stairwell, the new asphalt was removed from the area, the stairwell area formed, concrete poured to fill the void area, and new paving placed over top it. The quoted price for this repair work was \$3,700.00 (see attachment dated 1/25/19). Given the cost of new concrete and asphalt replacement materials (~\$1,500), as well as the labor and equipment necessary to demolish the existing asphalt, provide the formwork, place the concrete, and pave in a tight and sensitive location, the cost is considered justified.

If you have any questions, do not hesitate to call.

Sincerely,
MCGILL ASSOCIATES, P.A.

A handwritten signature in blue ink, appearing to read "John R. Greear, P.E.", is written over the printed name.

JOHN "JAKE" GREEAR, P.E.
Project Manager

Enclosure: Change Order #4

Cc: File

L:\Knoxville\Projects\2014\14.06525 Morristown - Freddie Kyle Greenway\Construction Administration\4.2 Change Orders\CO-4\CO4 - Cost Analysis.docx

ADJUST STORM CASTINGS
AS NECESSARY TO MATCH
PROPOSED GRADE

PROPOSED CATCH BASIN PER TDOT STANDARD
DRAWING D-CB-14P WITH TYPE 'B' CASTING

T.C. = 1270.5
I.E. = 1266.1

PROPOSED 10'
ASPHALT TRAIL

**PROPOSED CUT
FOR 24' DRIVE**

RIP AND
9+43.9
HEET 2G
RIVE.
TO
CURB

**PROPOSED CUT FOR
EXISTING DRIVE**

PROPOSED 16 LF OF
15" RCP @ 2% SLOPE

**POSED FACE OF CURB
BE PLACED ON EDGE
EXISTING PAVEMENT
2+83 TO 11+00**

PROPOSED CURB & GUTTER
PER TDOT STANDARD DRAWING
RP-NMC-10 (TYPE 6-30)
(TYP.)

IN EXISTING
OF-WAY (TYP.)

New low profile No.12 catch basin (TDOT #D-CB-12LP) with Type "B" curb inlet casting

40' extension of 15"
RCP sloped at 1% (min)

of 15"	08/8/2018
1% (min)	7/14/2017
2	06/27/2017
1	06/20/2017
0	06/03/2017

PROJECT OBSERVATION REPORT

PROJECT NO.: 14.06525 Notice to Proceed 10-10-18 Substantial Completion 1-13-19		FIELD REPORT NO.:
PROJECT: Freddie Kyle Greenway		DATE: 2-25-19
CONTRACTOR:	Summers - Taylor	DAY OF WEEK: <input type="checkbox"/> SU <input checked="" type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/> SA
PROJECT SUPERINTENDANT:	Billy Bylington	

SUBCONTRACTOR:	Whaley Construction	FOREMAN:	
SUBCONTRACTOR:		FOREMAN:	
SUBCONTRACTOR:		FOREMAN:	
SUBCONTRACTOR:		FOREMAN:	
SUBCONTRACTOR:		FOREMAN:	
OWNER'S REP.		VISITORS	

WEATHER:	Clear				TIME ARRIVED:	7:00	
HIGH TEMP	50	LOW TEMP	28	RAINFALL (24 Hrs)	0	TIME LEFT:	9:00

OBSERVATIONS:
<p>Equipment: - 315 Cat Excavator: Cat Skid Steer: Lg. Smooth Drum Roller: D-6 Dozer: Crew Truck: Road Grader: Asphalt Roller: Asphalt Paving Machine: Power Broom Sweeper: Shuttle Buggy:</p> <p>Labor: Skilled Labor: Class "A" Operator: Class "B" Operator; Class "C" Operator: Conc. Finisher:</p> <p>No Progress No Personnel</p> <p>NOTE: I went by Project site and checked for issues from rain, slope around parking area looked good, no overburden at silt fence or on slopes at trail. Rain has exposed a large amount of rock around parking area site and will require hand grading and top soil placement. I contacted Billy about the shop drawing on the seed, we still do not have a shop drawing resubmitted on it. Requested he contact Southern Seed and try to get this done ASAP.</p> <p>NOTE: Take photos of driveway at car lot, during the heavy rain fall it had ponded at the driveway entrance on the curb and gutter. It had dried out by Monday.</p> <p>NOTE: I spoke with Billy about paving schedule, he informed me the plant was still down. I asked him when he thought it would be back up. Billy said he would check and let me know.</p>

EROSION & SEDIMENTATION CONTROLS:	
MEASURES IN PLACE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	COMMENTS:

INFORMATION OR ACTION REQUIRED:

ATTACHMENTS:

REPORT BY: Bob Molzon

PROJECT OBSERVATION REPORT - CONTINUED







Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

April 10, 2019

McGill Associates
2240 Sutherland Avenue, Suite 2
Knoxville, TN 37919

Attn: Mr. Jake Greear

Re: Freddie Kyle Greenway
RFP # 5
Pricing For Added Catch Basin & 15" RCP

Mr. Greear;

As requested, listed below is the pricing for adding a 40' section of 15" RCP Pipe & Catch Basin which may be added to the Freddie Kyle Greenway project in Morristown, Tennessee.

607-02.02 - 15" RCP Pipe (Class III)
40 L.F. @ \$147.00 Per Linear Foot = \$ 5,880.00

611-12.01 - Catch Basin
1 EACH @ \$4,450.00 Each = \$ 4,450.00

202-03 - Remove Rigid Pavement, Sidewalk, Etc.
100 S.Y. @ \$ 10.80 Per Square Yard = \$ 1,080.00

611-03.04 - Grey Iron Casting (Catch Basin)
675 LB @ \$1.55 Per Lb. = \$ 1,046.25

702.03 - Concrete Combined Curb & Gutter
3.125 C.Y. @ \$327.00 Per Cubic Yard = \$ 1,021.88

TOTAL \$ 13,478.13



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summerstaylor.com

(2)

We also need to ask for an additional 45 days on this contract, due to the weather not being good enough for us to complete the asphalt coating task, some of the changes in the work and us having a problem with some of the materials being received on time. The weather has finally warmed enough that we should be able to complete the asphalt coating within the next couple of weeks.

We appreciate the opportunity of working with you on this project. If you have any questions or need any additional information do not hesitate to contact us.

Best Regards,

John T. Bowman

Estimator

SUMMERS-TAYLOR, INC.



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

February 28, 2019

McGill Associates
2240 Sutherland Avenue, Suite 2
Knoxville, TN 37919

Attn: Mr. Jake Greear

Re: Freddie Kyle Greenway
RFP # 3
Plywood Walkway – Bethel United Methodist Church

Mr. Greear;

Listed below are charges for the purchase and placement of plywood in front of Bethel United Methodist Church for a walkway. This was a necessary addition to the original contract due to the church members needing a safer walkway area to their parking lot.

Labor & Materials For Walkway	\$ 596.00
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We appreciate the opportunity to work with you on this project. If you have any questions or need any additional information do not hesitate to contact us.

Best regards,

John T. Bowman

Estimator

SUMMERS-TAYLOR, INC.



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summerstaylor.com

March 14, 2019

McGill Associates
2240 Sutherland Avenue, Suite 2
Knoxville, TN 37919

Attn: Mr. Jake Greear

Re: Freddie Kyle Greenway
RFP # 4
Hardwood Mulch -

Mr. Greear;

Listed below is the square yard price for the hardwood mulch item as requested. This area is referenced by the Landscaping-Sod Revisions exhibit. There appears to be approximately 550 square yards marked for the hardwood mulch. This item will have to be repriced if the Gardenscape Mulch submittal is not approved due to having to find another supplier.

HARDWOOD MULCH.....\$ 5.00 PER SQUARE YARD

We appreciate the opportunity to work with you on this project. If you have any questions or need any additional information do not hesitate to contact us.

Best regards,

John T. Bowman
Estimator
SUMMERS-TAYLOR, INC.



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

January 25, 2019

McGill Associates
2240 Sutherland Avenue, Suite 2
Knoxville, TN 37919

Attn: Mr. Jake Greear

Re: Freddie Kyle Greenway
RFP # 2
Pricing For Basement Hole Repair In Front Of Western Auto

Mr. Greear;

As requested, listed below is the pricing for the repair work of a leaking hole in front of the Western Auto building on the Freddie Kyle Greenway Project.

Remove Asphalt
Pour Concrete In Hole Area

TOTAL CONSTRUCTION PRICE.....\$ 3,700.00

We appreciate the opportunity of working with you on this project. If you have any questions or need any additional information do not hesitate to contact us.

Best Regards,

John T. Bowman
Estimator

SUMMERS-TAYLOR, INC.

FINAL CONTRACT ANALYSIS
Freddie Kyle Greenway
PIN# 118523.01 STATE# 32LPLM-F3-048 FEDERAL# TAP-9113(21)
City of Morristown, Tennessee

ITEM	DESCRIPTION	UNIT	ORIG QTY	FINAL QTY	QTY CHANGE	UNIT PRICE	ORIG TOTAL	NET CHANGE AMOUNT	FINAL TOTAL
201-01	Clearing and Grubbing	L.S.	1	1	0	\$ 9,750.00	\$ 9,750.00	\$ -	\$ 9,750.00
202-03	Removal of Rigid Pavement, Sidewalk, Etc.	S.Y.	3,365	2,371.83	-993.17	\$ 10.80	\$ 36,342.00	\$ (10,726.24)	\$ 25,615.76
203-01	Road and Drainage Excavation (Unclassified)	C.Y.	10	22.66	12.66	\$ 85.00	\$ 850.00	\$ 1,076.10	\$ 1,926.10
203-03	Borrow Excavations (Unclassified)	C.Y.	8,000	7,189	-811	\$ 15.50	\$ 124,000.00	\$ (12,570.50)	\$ 111,429.50
203-04	Placing and Spreading Topsoil	C.Y.	530	195	-335	\$ 28.50	\$ 15,105.00	\$ (9,547.50)	\$ 5,557.50
203-04.02	Stripping and Stockpile Topsoil	C.Y.	530	185	-345	\$ 22.50	\$ 11,925.00	\$ (7,762.50)	\$ 4,162.50
209-05	Sediment Removal	C.Y.	5	3	-2	\$ 200.00	\$ 1,000.00	\$ (400.00)	\$ 600.00
209-05.01	Sediment Removal (Culverts)	C.Y.	10	-	-10	\$ 110.00	\$ 1,100.00	\$ (1,100.00)	\$ -
209-08.03	Temporary Silt Fence (Without Backing)	L.F.	605	653	48	\$ 2.00	\$ 1,210.00	\$ 96.00	\$ 1,306.00
209-09.43	Curb Inlet Protection (Type 4)	EACH	13	9	-4	\$ 357.00	\$ 4,641.00	\$ (1,428.00)	\$ 3,213.00
303-01	Mineral Aggregate, Type A Base, Grading D	TON	1,105	1,722.62	617.62	\$ 52.00	\$ 57,460.00	\$ 32,116.24	\$ 89,576.24
307-01.07	Asphalt Concrete Mix (PG64-22) (BPMB-HM Grading B-M	TON	380	358.87	-21.13	\$ 129.00	\$ 49,020.00	\$ (2,725.77)	\$ 46,294.23
402-02	Aggregate Cover Material (PC) at 8-12 lbs. per S.Y.	TON	12	-	-12	\$ 36.00	\$ 432.00	\$ (432.00)	\$ -
403-01	Bituminous Material for Tack Coat (TC) at 0.02 GAL/S.Y.	GAL.	470	105	-365	\$ 3.90	\$ 1,833.00	\$ (1,423.50)	\$ 409.50
411-01.11	ACS Mix (PG64-22) Grading E Rdwy	TON	285	236.78	-48.22	\$ 210.00	\$ 59,850.00	\$ (10,126.20)	\$ 49,723.80
604-01.20	Box Tube Safety Rail	L.F.	100	133	33	\$ 185.00	\$ 18,500.00	\$ 6,105.00	\$ 24,605.00
604-10.09	Concrete	C.Y.	80	133.32	53.32	\$ 735.00	\$ 58,800.00	\$ 39,190.20	\$ 97,990.20
607-02.02	15" Concrete Pipe Culvert (Class III)	L.F.	16	135	119	\$ 147.00	\$ 2,352.00	\$ 17,493.00	\$ 19,845.00
611-03.04	Gray Iron Castings (Catch Basin)	LBS.	1,340	4,690	3,350	\$ 1.55	\$ 2,077.00	\$ 5,192.50	\$ 7,269.50
611-09.01	Adjustment of Existing Catch Basin	EACH	6	4	-2	\$ 1,140.00	\$ 6,840.00	\$ (2,280.00)	\$ 4,560.00
611-14.01	Catch Basins, Type 14, 0'-4" Depth	EACH	1	2	1	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ 9,900.00
701-02.03	Concrete Curb Ramp	S.F.	700	381	-319	\$ 36.50	\$ 25,550.00	\$ (11,643.50)	\$ 13,906.50
702-01	Concrete Curb (Type A)	C.Y.	20	12.48	-7.52	\$ 608.00	\$ 12,160.00	\$ (4,572.16)	\$ 7,587.84
702-03	Concrete Combined Curb and Gutter	C.Y.	120	119.13	-0.87	\$ 327.00	\$ 39,240.00	\$ (284.49)	\$ 38,955.51
712-01	Traffic Control	L.S.	1	1	0	\$ 36,882.00	\$ 36,882.00	\$ -	\$ 36,882.00
712-04.01	Flexible Drums (Channelizing)	EACH	120	102	-18	\$ 33.00	\$ 3,960.00	\$ (594.00)	\$ 3,366.00
712-05.03	Warning Lights (Type C)	EACH	15	-	-15	\$ 22.00	\$ 330.00	\$ (330.00)	\$ -
712-06	Signs (Construction)	S.F.	203	203	0	\$ 14.50	\$ 2,943.50	\$ -	\$ 2,943.50
713-15.02	Removal and Relocation of Sign and Support	EACH	2	2	0	\$ 86.50	\$ 173.00	\$ -	\$ 173.00
713-16.20	Signs (Bicycle Traffic W11-1)	EACH	2	2	0	\$ 295.00	\$ 590.00	\$ -	\$ 590.00
713-16.21	Signs (Share the Road W16-1)	EACH	2	2	0	\$ 79.50	\$ 159.00	\$ -	\$ 159.00
713-16.22	Signs (Bike Route D11-1)	EACH	4	4	0	\$ 287.00	\$ 1,148.00	\$ -	\$ 1,148.00
713-16.23	Signs (Arrow M6-1)	EACH	2	2	0	\$ 55.00	\$ 110.00	\$ -	\$ 110.00
713-16.24	Signs (End M4-6)	EACH	1	1	0	\$ 55.00	\$ 55.00	\$ -	\$ 55.00
713-16.25	Signs (Use Trail D1-1)	EACH	1	1	0	\$ 58.75	\$ 58.75	\$ -	\$ 58.75
713-16.26	Signs (Turn W1-1L)	EACH	1	1	0	\$ 295.00	\$ 295.00	\$ -	\$ 295.00
713-16.27	Signs (Ahead W16-9P)	EACH	1	1	0	\$ 55.00	\$ 55.00	\$ -	\$ 55.00
716-02.09	Plastic Pavement Marking (Longitudinal Crosswalk)	L.F.	40	52	12	\$ 30.50	\$ 1,220.00	\$ 366.00	\$ 1,586.00
716-04.15	Plastic Pavement Marking - Bike Symbol/Arrow Shared	EACH	8	8	0	\$ 565.00	\$ 4,520.00	\$ -	\$ 4,520.00
716-99.91	Pavement Markings	L.S.	1	1	0	\$ 2,090.00	\$ 2,090.00	\$ -	\$ 2,090.00
717-01	Mobilization	L.S.	1	1	0	\$ 45,000.00	\$ 45,000.00	\$ -	\$ 45,000.00
795-51.01	Bollard	EACH	2	2	0	\$ 750.00	\$ 1,500.00	\$ -	\$ 1,500.00
801-01	Seeding (with Mulch)	UNIT	3	15.73	12.73	\$ 33.00	\$ 99.00	\$ 420.09	\$ 519.09
801-02	Seeding (without Mulch)	UNIT	29	6.2	-22.8	\$ 19.50	\$ 565.50	\$ (444.60)	\$ 120.90
801-01.07	Temporary Seeding (with Mulch)	UNIT	30	-	-30	\$ 22.00	\$ 660.00	\$ (660.00)	\$ -
801-03	Water (Seeding and Sod)	M.G.	2	-	-2	\$ 122.00	\$ 244.00	\$ (244.00)	\$ -
803-001	Sodding (New Sod)	S.Y.	330	-	-330	\$ 6.10	\$ 2,013.00	\$ (2,013.00)	\$ -
805-12.03	Erosion Control Blanket (Type III)	S.Y.	3,200	2,389.3	-810.7	\$ 2.00	\$ 6,400.00	\$ (1,621.40)	\$ 4,778.60
TOTAL BID							\$ 656,057.75	\$ 24,075.77	\$ 680,133.52

CHANGE ORDER NO. 1

209-08.09	Filter Sock Check Dam	EACH	1	1	0	\$ 265.00	\$ 265.00	\$ -	\$ 265.00
607-05.02	24" Concrete Pipe Culvert (Class III)	L.F.	50	64	14	\$ 79.00	\$ 3,950.00	\$ 1,106.00	\$ 5,056.00
611-07.01	Class "A" Concrete (Pipe Headwalls)	C.Y.	1.5	1.5	0	\$ 1,350.00	\$ 2,025.00	\$ -	\$ 2,025.00
611-07.02	Steel Bar Reinforcing (Pipe Endwalls)	LBS	70	70	0	\$ 2.15	\$ 150.50	\$ -	\$ 150.50
TOTAL BID							\$ 6,390.50	\$ 1,106.00	\$ 7,496.50

CHANGE ORDER NO. 2

411-33.35	Asphalt Coating	S.F.	12,300	12,300	0	\$ 10.00	\$ 123,000.00	\$ -	\$ 123,000.00
TOTAL BID							\$ 123,000.00	\$ -	\$ 123,000.00

CHANGE ORDER NO. 4

611-12.01	Catch Basins, Type 12, 0'-4" Depth	EACH	-	1	1	\$ 4,450.00	\$ -	\$ 4,450.00	\$ 4,450.00
701-01.99	Temporary Plywood Sidewalk Cover	L.S.	-	1	1	\$ 596.00	\$ -	\$ 596.00	\$ 596.00
801-06.11	Ground Cover (Hardwood Mulch)	S.Y.	-	250	250	\$ 5.00	\$ -	\$ 1,250.00	\$ 1,250.00
901-01.99	Misc. Drainage Repair	L.S.	-	1	1	\$ 3,700.00	\$ -	\$ 3,700.00	\$ 3,700.00
TOTAL BID							\$ -	\$ 9,996.00	\$ 9,996.00

Original Contract Total:	\$ 656,057.75
Net Change (+):	\$ 164,568.27
Final Contract Total:	\$ 820,626.02



Morristown City Council Agenda Item Summary

Date: January 7, 2020

Agenda Item:

Prepared by: Larry Clark

Subject: Change is drug testing company for Morristown/Hamblen Hospital

Background / History: When an accident happens, drug testing may be required for our employees in compliance with the Drug Free Workplace requirements. Previously, Morristown/Hamblen performed those services.

Findings / Current Activity: Recently Morristown/Hamblen has stopped provided that service in favor of a 3rd party contractor. The company name is Tennessee Drug & Alcohol out of Alcoa. This contract will allow them to test our employees when required. We will still use other providers (ex. Healthstar) when we can.

Financial Impact: Rates are attached.

Action options / Recommendations: Approval of contract.

Attachments: Contract

TENNESSEE DRUG & ALCOHOL (TDAC)

207 GILL ST

ALCOA, TN 37701

OFFICE PHONE: (865) 980-0600

FAX: (865) 379-8770

www.tndac.org

***ON-CALL COLLECTORS (865) 323-1200**

The information below reflects the contract price list for December 1, 2019 to December 31, 2020:

<u>Testing / Service / Training</u>	<u>Description</u>	<u>Price</u>
In-Office Testing	At TDAC (w/ your company's CCF)	\$20.00
On-Site Fee	For testing events at your company	\$45.00 per visit
Mileage		\$0.60 per mile
Drug test	On-site (w/ your company's CCF)	\$35.00
Drug test	On-site (TDAC's CCF)	\$50.00
Alcohol Test/Confirmation	Breathalyzer	\$25.00/\$30.00
After-hours drug test	At hospital (includes on-site fee)	\$95.00 (Drug tests are immunoassay)
After-hours drug & alcohol tests	At hospital (includes on-site fee)	\$120.00
GCMS confirmation urinalysis (UA)	Lab-based w/ verification	\$35.00 (in addition to immunoassay)
Consortium Data Base	\$50 annually + \$50 quarterly	\$250.00 annually
DFWP Program	Supervisor Training Class	\$250.00
DFWP Program	Employee Training Class	\$250.00
First Aid & CPR	Per employee	\$45.00
AED	Per employee	\$5.00

On-Call/After-Hours Testing: (865) 323-1200

Please review this agreement and return a fully completed copy to us to get your company enrolled for testing. If you have any questions, please do not hesitate to contact us at 865-980-0600.

Thank you for using our services,

Delena Miller
CEO/President

Company Name: City of Morristown
Mailing Address: PO Box 1499
City/State/Zip: Morristown, TN 37816 Co. Phone: (423) 585-4690
(DER) Designated Employee Rep.: Harry Frank / Nicole Sizemore
Signature: [Signature]
Date: 12/10/19

Tests Required— Drug Test (specify panel array) _____ Alcohol Test (yes or no) Yes

TENNESSEE DRUG & ALCOHOL CENTER, INC.

207 GILL ST, ALCOA, TN 37701

PH: 865-980-0600 FX: 865-379-8770

www.tndac.org

WHO WE ARE

Tennessee Drug & Alcohol Center, Inc. is located at 207 Gill St, Alcoa, TN. We have been in business for over 30 years. We provide quality drug and alcohol testing to the East TN area. Presently, we are servicing all Blount, Maryville, Alcoa, Knoxville, Loudon, Oak Ridge, Sevierville, Roane, Crossville, Cookeville Hospitals and facilities for all of their drug testing needs for pre-employment, post-accident, reasonable, etc, which includes hospital employees. Additionally, we provide collections for the Knox/Blount County Court Systems. We are a member in good standing of the Better Business Bureau, and Blount Chamber of Commerce.

WHAT WE DO

Our Walk-In Facility in Alcoa has Qualified Trained Breath Alcohol Technicians (BAT) and Certified Professional Collector's (CPC). We provide the lowest price possible for all of our Clients, regardless of company size. We are also convenient to businesses in Knoxville and surrounding cities. We provide on the spot drug, (5,10,12 panels) and alcohol testing with immediate results for non federal testing, and Federal protocol for regulated drug and alcohol testing. We also provide Hair Testing for companies and for court issues. Our office hours are 8:30am-4:30pm, M-F. We accept all walk-ins without an appointment, your employees are out of our office within 10 minutes. We also provide On-Site, On-Call testing 24 hours/7 days a week, including holidays. Just remember- **"EMPLOYERS HAVE THE RIGHT TO DRUG-TEST PRIOR TO PROVIDING A PHYSICAL EXAM. WHY PAY THE EXTRA EXPENSE FOR A PHYSICAL EXAM PRIOR TO GETTING DRUG-TEST RESULTS, IF IT IS NOT NECESSARY"?**

All DOT Federal drug screens will be lab-based under DHHS guidelines and in compliance with the 49 CFR Part 40 Federal Guide Lines, for all DOT agencies. Also in compliance with Federal Guidelines, we perform Breath Alcohol testing on an EBT (Evidential Breath Tester), commonly known as a breathalyzer. We also have a SAP (Substance Abuse Professional), for DOT issues if needed. We provide DNA testing for Court for Child Custody cases.

DRUG & ALCOHOL TRAINING CENTER

We have a Conference Room that can be used for any type of training, that is available for rental. We teach Tennessee Drug Free Workplace Program(TDFWP), which you can get a credit of 5% discount on your workers comp insurance. We also teach CPC, BAT, 1st Aid, CPR, AED, Phlebotomy classes. These classes are offered at your facility as well.

PEOPLE BEHIND OUR SERVICE

Delena Miller, ND is the CEO/President. She is also a MHE, MPH, BNS, M-RAS, C-SAPA, Q-SAPA, SAP, SAE, BAT & CPC Trainer, 1st Aid, CPR, AED, Phlebotomy Trainer and Medical Specialist, Certified Diet Free Life Coach. She is a member of DATIA, ACA, SAPACC, SAPAA, APA, ANMA, APHA.

Darlene Moser is our Office Manager/Executive Administrative Assistant. She is also a QSAP, BAT, CPC, Phlebotomist, Certified Hair & DNA Technician, and Lab Manager. She can assist you with any of your drug & alcohol needs.

Jay Smith is our Consortium Administrator. He is also a BAT, CPC, Certified Hair & DNA Technician. He also is Tennessee Drug-Free Workplace Trainer. He can help you set up your Consortium/Testing needs

COLLECTORS: Roger & Chesney Norris are our On-Site Service Technicians. They are Certified in FEDERAL Drug & Alcohol as well as Certified Hair Technicians. They are available 365 days, 24/7 for your drug testing needs.

CUMBERLAND CO. COLLECTORS: Tara Medley, Stephanie Holmes, Marline Phifer are our On-Site Service Technicians. They are Certified in FEDERAL Drug & Alcohol, as well as Certified Hair Technicians/Lab techs. They are available 365 days, 24-7 for your drug testing needs in the Crossville, Cookeville areas.

Federal/DOT Consortium & Random Testing: TDAC maintains a Consortium for Federal/DOT Safety-sensitive employees from which we perform random selections on a quarterly basis. Your company supplies TDAC with an updated employee list prior to each random draw. Your company then sends all selected employees for testing within two weeks after receiving the random draw notification. Test results are reported to DER (Designated Employee Representative). In addition, agreements between both parties are subject to a 30-day notice prior

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Kathy Frank

From: Darlene <darlinmo@tndac.org>
Sent: Monday, October 28, 2019 4:11 PM
To: 'Accuforce'; 'Cherokee Douglas'; 'Cherokee Metals'; Kathy Frank; 'Clayton Homes'; 'Clinch River Hardwoods'; 'Forenta'; 'Home Depot'; 'Honda of Morristown'; 'Hyundai Morristown'; 'Iatric Mfg'; 'Iconex'; 'Inteplast'; 'Kawasaki'; 'MacDermid Graphics'; 'MDS Trucking'; 'Meritor'; 'Neotiss'; 'Odello'; 'Otics USA'; 'Precision Ladders'; 'Regency'; 'Resource Mfg'; 'Universal Forest Products'; 'Weigels'; 'Work Now'
Cc: debi.bennett@ebarrette.com
Subject: Drug Testing
Attachments: Agreement pricing sheet for 2020.doc; WHO WE ARE.odt

Follow Up Flag: Follow up
Flag Status: Flagged

My name is Darlene with Tennessee Drug & Alcohol Center (TDAC). We have been contracted by Morristown Hamblen Medical Center, to do Drug & Alcohol testing for your companies, starting on 11/01/19. We've been in business over 30 years in the Alcoa/Knoxville area. We have 13 hospital's that we currently service now, Oak Ridge, Roane, Knoxville, Sevierville, Loudon areas. We also service on-site facilities all over East TN.

All of my collectors are DOT Certified Collectors for both Urine & Breath. If your company has a WC injury and are sent to the hospital, we will be called in to do your Drug & Alcohol testing for you. Also, if you have an incident at your facility, TDAC will come to your company, and test for you on-site. We also can do your randoms, reasonable etc. for your company. We have a Consortium random draw data base for the DOT companies as well. TDAC also offers TN DrugFree Workplace Program classes, First Aid

I've attached an agreement form for your companies information, and also the testing protocol for you to fill out. If you need future information, please let me know.

Thank you,

Darlene Moser
Tennessee Drug & Alcohol Center
Office Manager
CPC, BAT, Phlebotomist
207 Gill St.
Alcoa, TN 37701
865-980-0600
865-379-8770
darlinmo@tndac.org
tndac.org

From M-H Hospital

Kathy Frank

From: Powers, Beth L <bpowers1@CovHlth.com>
Sent: Monday, November 18, 2019 11:17 AM
To: Kathy Frank
Subject: RE: drug screens
Attachments: WHO WE ARE.pdf

I attempted to return your call (sorry been out of office for a week), I will attempt to answer any questions you have. TDAC said they would contact all persons on my contact list to educate prior to us changing. Let me tell you what I can. First after noticing many issues with collections, paper work, processes, billing, etc. and we wanted to be aligned with all other facilities in Covenant, we arranged to utilize TnDAC. We do not have the appropriately trained staff and appropriate collection areas to provide quality collections after hours. With workers comp chain of custody collections, we knew it was our goal to provide the best process available to do these important collections. I have attached the info they provided to us. This is the same company we use for our staff when needed.

1. All of the Covenant facilities use this same company for any workers comp drug screens
2. They have trained, certified collectors
3. Can collect any urine drug screen, TDOT drug screens and provide breathalyzer testing
4. Once our admissions staff is made aware that a chain of custody drug screen is needed, they can call the collector 24/7/365. They arrive within 90 minutes.
5. They process any drug screen forms (we were restricted to our own Quest form and we could not do DOT)
6. They will do billing and maintain all paper trails.
7. This is all they do so they are professionals.

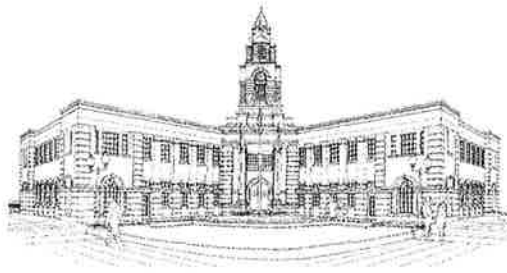
Let me know if you have any other questions that I may be able to help you with. I can also provide you with the manager's contact info at TnDAC. Her name is Darlene Moser

From: Kathy Frank [mailto:kfrank@mymorristown.com]
Sent: Tuesday, November 12, 2019 8:08 AM
To: Powers, Beth L <bpowers1@CovHlth.com>
Subject: drug screens

CAUTION - This is an EXTERNAL email - DO NOT open attachments or links from unknown senders. Use caution with unexpected emails from legitimate senders.

Beth,
When you get a chance, would you give me a call? I have questions about drug screens. I have received an email from TDAC concerning drugs screens contracted by M-H Hospital. Need some guidance, please.
Thank you.
Kathy
423-585-4690

Disclaimer



Morristown City Council Agenda Item Summary

Date: January 7, 2020

Agenda Item:

Prepared by: Larry Clark

Subject: Foothills NetCom Inc. assumption of Advance Communications contract

Background / History: Advanced Communications has provided phone support for City Buildings since 2005.

Findings / Current Activity: Recently Foothills NetCom Inc. assumed the contract with Advance. We were notified in November of the change. They will be providing the same services that Advance performed previously. City Attorney has reviewed the contract.

Financial Impact: None

Action options / Recommendations: Approval of contract.

Attachments:

Advanced Communications, Inc.
Service & Maintenance Agreement

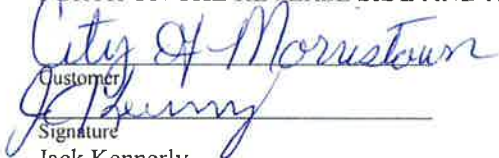
This agreement is entered into this 21st day of March, 2005, by and between Advanced Communications, Inc. (hereinafter referred to as "Advanced") and the customer whose name and address are set forth below (hereinafter referred to as "Customer"). Advanced agrees to provide installation and maintenance services to the Customer in accordance with the Terms and Conditions below for the equipment/system located at the following address:

(100 W. First North Street, Morristown; 625 S. Jackson Street, Morristown; 1801 Buffalo Trail, Morristown; 3205 E. Andrew Johnson Hwy., Morristown; 3835 W. Andrew Johnson Hwy., Morristown; 5700 Airport Blvd., Morristown)

In consideration of the mutual covenants herein contained, Advanced and Customer hereby agree as follows:

1. The term of the Service & Maintenance Agreement (herein referred to as the "Agreement") shall commence on the 1st day of April, 2005, and continue in effect for one year. This Agreement shall automatically be renewed from year to year, unless notified by either party, in writing at least 30 days prior to the expiration date of an annual term.
2. This Agreement covers only the telecommunication equipment/system (herein referred to as the "System") located at the Customer's above mentioned address, and only that equipment/system specified on the attached equipment inventory list.
3. Customer's base charge will be \$ _____ Monthly ☐ \$ _____ Quarterly ☐ \$7090.74 Annually ☒.
(Discounts applied for quarterly & annual payment plans)
4. Each renewal of this Agreement shall be subject to the same terms and conditions herein contained except that the service fee due Advanced for each renewal period shall be at the rate then charged by Advanced for similar maintenance services.
5. Only upon Customer's request and Advanced approval shall Advanced or its Authorized Representative become obligated to perform maintenance and service on any equipment added to the System by Advanced or its Authorized Representative. Advanced's agreement to maintain and service additional equipment added to the System is conditioned upon Customer's agreement to pay a charge for that additional equipment, which charge shall be determined by Advanced.
6. This Agreement and the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Tennessee.
7. Failure or delay by Advanced or its Authorized Representative to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
8. This Agreement sets forth the entire Agreement between Advanced and Customer, and no representation, promise, or condition not contained herein shall modify its terms. This Agreement may be amended at any time prior to its expiration by a written agreement executed by Customer and Advanced. No other change or modification of this Agreement shall be valid unless it is in writing and signed by Customer and Advanced. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom it is charged.

ADDITIONAL CONDITIONS OF THIS SERVICE & MAINTENANCE AGREEMENT ARE SET FORTH ON THE REVERSE SIDE AND ARE PART OF THIS AGREEMENT.


Customer
Signature
Jack Kennerly
Printed or typed name and title


ADVANCED COMMUNICATIONS, INC.
Signature
Angela Gibson
Printed or typed name and title

THE CONDITIONS OF THIS SERVICE & MAINTENANCE AGREEMENT ARE THE FOLLOWING:

- A. Upon Customer's request, Advanced or its Authorized Representative will furnish all labor, materials and replacement parts necessary to maintain, service, and repair the System, provided such maintenance, service, and repair necessitated by product failure during normal usage without "intervening external cause."
- B. Maintenance service under this Agreement does not include repair or service required as a result of : (a) neglect, theft, misuse or accidental damage of the System; (b) alterations or modifications to the System performed by other than Advanced; (c) the failure of Customer to provide and maintain a suitable installation environment with all facilities prescribed by Advanced (including, but not limited to proper electrical power, air conditioning, or humidity control); (d) use of supplies or material not meeting Advanced specifications; (e) use of the System for purposes other than those for which it was designed; (f) electrical work external to the System or service connected with System relocation, reconfigurations or additions; (g) cutoff of services to Customer by the utility; or (h) acts of God.
- C. This Agreement shall remain effective only so long as no person, other than Advanced or its Authorized Representative renders maintenance or other services to the System. Move, additions and/or changes requiring a technician or representative to be on the site of customer's premise ARE NOT COVERED under this agreement and apply to the conditions and service rates in addendum B of this contract. However, Advanced will furnish unlimited remote move, additions and/or changes to the telephone and voicemail system upon customer's request.
- D. In the event of a Customer emergency, Advanced or its Authorized Representative shall, within (2) hours of notification by Customer, dispatch the next available technician and shall provide such services to Customer as Advanced or its Authorized Representative deems necessary. Advanced or its Authorized Representative retain sole discretion to determine what constitutes a valid Customer emergency. Non emergency service will be provided to Customer within (12) working hours of Customer's request. Maintenance service will be rendered as provided above unless prevented by causes beyond Advanced's reasonable control.
- E. This Agreement only covers the System located at Customer's address as specified herein, and Advanced's obligation under this Agreement to maintain and service the equipment shall terminate upon the System being moved from that location unless moved by Advanced or its Authorized Representative. Further, Advanced assumes no responsibility for, nor gives written or oral, express or implied warranties as to the System's performance when moved by any party other than Advanced or its Authorized Representative.
- F. In the performance of all services set forth herein, Advanced shall have, and Customer hereby grants, full unrestricted access to the premises on which the System is located, Advanced's responsibility to repair shall be limited to Customer's side of the point of connection between Customer's System and the utility service or long distance carriers.
- G. Customer agrees to furnish pertinent information related to any reported malfunction in the System so that Advanced or its Authorized Representative can perform any required maintenance and service.
- H. Advanced or its Authorized representative shall not be liable to Customer for any loss, damage, or injury which may result from Advanced or its Authorized Representative's delay in rendering any maintenance or other service pursuant to the Agreement. Furthermore, in no event, shall Advanced be liable to Customer for any incidental or consequential damages, including, by illustration and not by limitation, Customer's lost profits.
- I. Customer acknowledges that in entering into this Agreement with Advanced, Advanced or its Authorized Representative has made no express or implied warranties of merchantability and fitness for a particular use and/or purpose and any warranties expressed or implied concerning the system and/or the maintenance and other service which Advanced or its Authorized Representative is to perform on the system.
- J. Customer may not assign, transfer, or convey to a third party any of its rights, duties or liabilities as provided for in this Agreement without the written approval of Advanced. Such approval will not be unreasonably withheld.
- K. Customer agrees that if Advanced or its Authorized Representative provides service, labor, and/or materials not covered under this Agreement, Customer shall pay to Advanced or its Authorized Representative a fee based on the applicable terms and rates charged for service, labor, and/or materials by Advanced.
- L. Customer acknowledges that its failure to pay any amount to Advanced or its Authorized Representative required under this Agreement in a timely manner, shall be a material breach of the Agreement and will relieve Advanced or its Authorized Representative of any further obligations under this Agreement. Delinquent invoices are subject to a late payment charge of 1 ½% monthly (18% APR). Customer agrees to pay all associated expenses of collection, including reasonable attorney fees.

Addendum B

Telecom Service & Maintenance Moves, Adds and Changes (MAC) Plan

The Telecom Plus Service & Maintenance Plan is designed to provide you with the industry's leading maintenance and Moves, Adds, and Changes program. (*Remote MAC requests are excluded from this Addendum and are performed on an unlimited basis*)

Services provided within this program are:

- Single point of contact for service coordination.
- Toll free telephone number with emergency dispatch capabilities.
- Standard coverage 8:00 AM through 5:00 PM, Monday through Friday excluding holidays.
- Various equipment pricing, product upgrades, and enhancements at reduced pricing for applicable Products.
- Standard labor rate of \$95.00 per hour, (1.0) hour minimum and \$35.00 trip charge.

Note: Sites 76~150 miles from a Service Dealer will incur a (2.5) hour minimum labor charge. Sites more than 151 miles from a Service Dealer will be charged minimum labor charges and lodging, as required.

- Overtime and Saturday labor rate is (1.5) times the standard or remote labor rate.
- Sunday and holiday labor rate is (2) times the standard or remote labor rate.

Partner Protection Plan Agreement

This agreement is entered into this 1 day of July, 2019, by and between Foothills NetCom, Inc. (hereinafter referred to as "FNCCI") and the customer whose name and address are set forth below (hereinafter referred to as "Customer"). FNCCI agrees to provide installation and equipment/system located at the following address: (101 W. First North Street, 625 S. Jackson Street, 1801 Buffalo Trail, 3205 East Andrew Jonson Highway, 3835 West Andrew Jonson Highway, 5700 Air Pack Blvd., 5020 S. Davy Crockett Parkway (All streets are located in Morristown, TN))

In consideration of the mutual covenants herein contained, FNCCI and Customer hereby agree as follows:

1. The terms of the Partner Protection Plan (herein referred to as the "Agreement") shall commence on the 1 day of July, 2019, and continue in effect for one year. This Agreement shall automatically be renewed from year to year, unless cancelled by either party, in writing at least 30 days prior to the expiration date of an annual term.
2. This Agreement covers only the telecommunications equipment/system (herein referred to as the "System") located at the Customer's above-mentioned address, and only that equipment/system specified on the attached equipment inventory list.
3. Customer's base charge will be \$581.76 Monthly ☒ \$_____ Quarterly ☐ \$_____ Annually ☐.
(Discounts applied for quarterly & annual payment plans)
4. Each renewal of this Agreement shall be subject to the same terms and conditions herein contained except that the service fee due FNCCI for each renewal period shall be at the rate then charged by FNCCI for similar services.
5. Only upon Customer's request and FNCCI approval shall FNCCI or its Authorized Representative become obligated to perform maintenance and service on any equipment added to the System by FNCCI or its Authorized Representative. FNCCI's agreement to maintain and service additional equipment added to the System is conditioned upon Customer's agreement to pay a charge for that additional equipment, which charge shall be determined by FNCCI.
6. This Agreement and the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Tennessee.
7. Failure or delay by FNCCI or its Authorized Representative to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
8. This Agreement sets forth the entire Agreement between FNCCI and Customer, and no representation, promise, or condition not contained herein shall modify its terms. This Agreement may be amended at any time prior to its expiration by a written agreement executed by Customer and FNCCI. No other change or modification of this Agreement shall be valid unless it is in writing and signed by Customer and FNCCI. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom it is charged.

ADDITIONAL CONDITIONS OF THIS PARTNER PROTECTION PLAN AGREEMENT ARE SET FORTH ON THE REVERSE SIDE AND ARE PART OF THIS AGREEMENT.

Customer

Signature

Printed or Typed Name and Title

Foothills NetCom, Inc.

Signature

Steven M Miller, President

Printed or Typed Name and Title



THE CONDITIONS OF THIS PARTNER PROTECTION PLAN AGREEMENT ARE THE FOLLOWING:

- A. Upon Customer's request, FNCI or its Authorized Representative will furnish all labor, materials and replacement parts necessary to maintain, service, and repair the System, provided such maintenance, service, and repair necessitated by product failure during normal usage without "intervening external cause."
- B. Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, theft, misuse or accidental damage of the System; (b) alterations or modifications to the System performed by other than FNCI; (c) the failure of Customer to provide and maintain a suitable installation environment with all facilities prescribed by FNCI (including, but not limited to proper electrical power, air conditioning, or humidity control); (d) use of supplies or material not meeting FNCI specifications; (e) use of the System for purposes other than those for which it was designed; (f) electrical work external to the System or service connected with System relocation, reconfigurations or additions; (g) cutoff of services to Customer by the utility; or (h) acts of nature (God).
- C. This Agreement shall remain effective only so long as no person, other than FNCI or its Authorized Representative renders maintenance or other services to the System. Move, Additions, and/or changes ARE NOT covered under this Agreement.
- D. In the event of a Customer emergency, FNCI or its Authorized Representative shall, within two (3) hours of notification by Customer, dispatch the next available technician and shall provide such services to Customer as FNCI or its Authorized Representative deems necessary. FNCI or its Authorized Representative retain sole discretion to determine what constitutes a valid Customer emergency. Non-emergency service will be provided above unless prevented by cause beyond FNCI's reasonable control.
- E. This Agreement only covers the System located at Customer's address as specified herein, and FNCI's obligation under this Agreement to maintain and service the equipment shall terminate upon the System being moved from that location unless moved by FNCI or its Authorized Representative. Further, FNCI assumes no responsibility for, nor gives written or oral, express or implied warranties as to the System's performance when moved by any party other than FNCI or its Authorized Representative.
- F. In the performance of all service set forth herein, FNCI shall have, and Customer hereby grants, full unrestricted access to the premises on which the System is located. FNCI's responsibility to repair shall be limited to Customer's side of the point of connection between Customer's System and the utility service or long-distance carriers.
- G. Customer agrees to furnish pertinent information related to any reported malfunction in the System so that FNCI or its Authorized Representative can perform any required maintenance and service.
- H. FNCI or its Authorized Representative shall not be liable to Customer for any loss, damages, or injury which may result from FNCI or its Authorized Representative's delay in rendering any maintenance or other service pursuant to the Agreement. Furthermore, in no event, shall FNCI be liable to Customer for any incidental or consequential damages, including, by illustration and not by limitation, Customer's lost profits.
- I. Customer Acknowledges that in entering into this Agreement with FNCI, FNCI or its Authorized Representative has made no express or implied warranties of merchantability and fitness for a particular use and/or purpose and any warranties expressed or implied concerning the system and/or the maintenance and other service which FNCI or its Authorized Representative is to perform on the system.
- J. Customer may not assign, transfer, or convey to a third party any of its rights, duties or liabilities as provided for in this Agreement without the written approval of FNCI. Such approval will not be unreasonably withheld.
- K. Customer agrees that if FNCI or its Authorized Representative provides service, labor, and/or materials not provided for under this Agreement, Customer shall pay to FNCI or its Authorized Representative a fee based on the applicable terms and rates charged for service, labor, and/or materials by FNCI.
- L. Customer acknowledges that its failure to pay any amount to FNCI or its Authorized Representative required under this Agreement in a timely manner, shall be a material breach of the Agreement and will relieve FNCI or its Authorized Representative of any further obligations under this Agreement. Delinquent invoices are subject to a late payment charge of 1 1/2% monthly (18% APR). Customer agrees to pay all associated expenses of collection, including reasonable attorney fees.



Inclusions and Exclusions

We will not support the paging equipment, BBU to the paging systems or any of the digital phones at all sites. We will support the port cards for the phones and the paging port/interface.

INCLUDES:

Key Service Units w/Power Supplies
Paging Port/Interface
ISDN Primary Rate Interface Unit
60-Button Consoles
Digital Station Cards
Add on Modules
Standard Telephone Cards
Enterprise Server Voice Mail System
Analog Loop Start Trunk Cards
Battery Backup for Telephone Systems
CSU/DSU
Power Conditioners for Telephone Systems

EXCLUDES:

Paging horns & speakers
Paging Amplifiers
Paging Telephone Input Modules
Battery Backup for paging systems
Headsets
Toshiba Digital Telephones

AGREEMENT BETWEEN
WALTERS STATE COMMUNITY COLLEGE
AND
CITY OF MORRISTOWN

This Agreement, made as of the 7th day of January, 2020, by and between Walters State Community College, hereinafter referred to as the "Institution," and City of Morristown, hereinafter referred to as the "City."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. The City agrees to perform the following services:
 - 1. Permit the Institution's Division of Workforce Training to use the City's shooting range and ancillary facilities in conjunction with non-credit courses, including but not limited to, Permit to Carry and Police Inservice classes.
 - 2. Provide the City's representative, Police Training Supervisor and Operations Chief Deputy as contact persons.
 - 3. Maintain facilities in accordance with State of Tennessee specifications for law enforcement shooting ranges.
 - 4. Recognize that the Institution retains a right to cancel this Agreement if the Institution perceives any action related to this activity as being harmful to or inconsistent with the normal practices and philosophy of the Institution and all applicable policies of the Tennessee Board of Regents.
- B. The Institution agrees to perform the following services:
 - 1. Schedule any course offerings through the City's representatives specified in Section A.2. on dates and times convenient for the City.
 - 2. Provide the Institution's representative, Dr. Anita Ricker or Dr. Nicole Cardwell-Hampton as contact persons.
 - 3. Adhere to the City's regulations for the use of the firing range.
 - 4. Inspect the facility prior to use to ensure no structural or environmental risks exist.
 - 5. Provide support as necessary to conduct the courses.
- C. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
- D. The parties further agree that the following shall be essential terms and conditions of this Agreement.
 - 1. The term of this Agreement shall be from January 7, 2020 through December 31, 2024. This Agreement may be modified by written amendment executed by all parties hereto.
 - 2. This Agreement may be terminated by either party by giving written notice to the other, at least 90 days before the effective date of termination. However, such termination shall have no effect on students currently enrolled in courses at the time of cancellation.
 - 3. The City shall not assign this Agreement or enter into subcontracts for any of the work described herein without obtaining the proper written approval of the Institution or Board of Regents, as appropriate.
 - 4. Unless the City is a State of Tennessee Agency, the City warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the City in connection with any work contemplated or performed relative to this Agreement.

5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans With Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

6. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The institution will provide liability coverage of \$2 million. The City will be listed as additional insurance and the Certificate of Insurance will provided.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
8. This Agreement shall not be binding upon the parties until it is approved by the president or his designee, or the Tennessee Board of Regents, as appropriate.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signature.

CITY OF MORRISTOWN

WALTERS STATE COMMUNITY COLLEGE

Gary Chesney

Tony R. Miksa

Mayor
Title

President
Title

Date

Date

Mailing Address:

City of Morristown
Attn: Anthony W. Cox
100 West 1st North Street
Morristown, TN 37814

Contractor Agreement

THIS AGREEMENT made January 8, 2020 between **East Tennessee Turf and Landscape** hereinafter called the Contractor and **City of Morristown**, hereinafter called the Owner, contract name *East Andrew Johnson Highway Tree Project*.

Witnesseth, that the Contractor and the Owner for the consideration names as follows:

Article 1. Scope of the Work

That East Tennessee Turf and Landscape will provide and plant 207 trees according to the submitted proposal for **\$56,327.00**. Agrees to provide all labor, supervision, tools, and equipment necessary for performing and completing the work as stated within the proposal.

Article 2. Time of Completion

The work to be performed under this Contract shall be completed by February 28, 2020.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of **\$56,327.00** Dollars (Fifty-six thousand, three hundred twenty-seven Dollars), subject to additions and deductions pursuant to authorized change order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following: within 30 days.

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of 30 days from the due date of the payment shall be deemed a material breach of this contract.

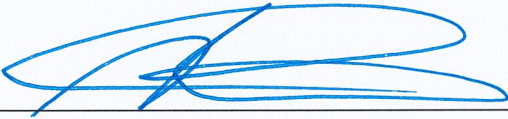
In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with the Tree Planting Guidelines from the Tennessee Department of Agriculture, Forestry Division.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage sub-contractors to perform work hereunder, provided Contractor shall fully pay said sub-contractor and in all instances, remain responsible for the proper completion of this Contract.
4. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
5. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or sub-

- contractors.
6. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
 7. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
 8. All disputes hereunder shall be subject to the laws of Tennessee and resolved within Hamblen County.
 9. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
 10. Contractor shall be responsible for completing all listed requirements per proposal specifications.

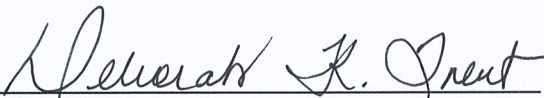
Article 6. Iran Divestment Act

By submission of this contract, the contractor and any person signing on behalf of the contractor certifies that to the best of its knowledge and belief that the contractor is not on the list created pursuant to TCA 12-12-106.



Signed this 3rd day of January 2020 .

Signed in the presence of:


Witness



Name of Owner: City of Morristown

By (Signature): _____

Name of Contractor: East Tennessee Turf and Landscape

By (Signature): 

Street Address:	<u>989 Simpson Road</u>
Mailing Address:	<u>Whitesburg, TN 37891</u>
Telephone No.:	<u>423-273-1189</u>
Contractor's Licenser No.:	<u>54171</u>



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20001540-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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EAST TENNESSEE TURF AND LANDSCAPE
715 WHITE OAK CIRCLE

MORRISTOWN, TN 37814

S
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T
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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number 20001741		Delivery Reference/Contact ASHLEY AHL	
Date Ordered 01/03/20		Vendor Number 003518		Date Required		Interoffice Delivery 41610	
Department/Location							
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price	
001	ORIGINAL			1.00	56327.00000	56,327.00	
	EAST ANDREW JOHNSON HIGHWAY TREE PROJECT PER RFP SPECIFICATIONS 45160-399			EACH		56,327.00	
					PO Total	56,327.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

VENDOR COPY

Authorized Signature

Date

Authorized Signature

Date

[Return to Agenda](#)



U.S. Department
of Transportation
Federal Aviation
Administration

Eastern Logistics Service Area
Real Estate & Utilities Branch
AAQ-910

1701 Columbia Ave
College Park, GA 30337

December 23, 2019

US CERTIFIED MAIL 7013 3020 0001 1714 9577

**Mr. Joey Barnard, CGFM, CFE, MBA
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814**

Dear Mr. Barnard:

RE: Memorandum of Agreement No. 69435Z-20-L-00019

A current research of our records indicates that the Federal Aviation Administration (FAA) has installed three (3) facilities which are covered under separate lease agreements at Morristown Regional Aripot, formerly Moore-Murrell Airport in Morristown, TN.

In the interest of saving both time and money, the FAA has decided to use the new format of a Memorandum of Agreement (MOA) which covers NAVAID facilities installed by this agency and contains similar terms and conditions provided under the existing no-cost land leases. There are many sound reasons for this decision. The airports are in constant flux and it is very labor intensive for both the airport and the FAA to attempt to maintain the volume of paperwork. The current lease process requires legal descriptions of the property the government is leasing. Those legal descriptions are often times inaccurate or quickly outdated. The FAA does not have the resources to continually update and revise legal descriptions, hence the burden falls on the airport sponsor. The new Memorandum of Agreement (MOA) process eliminates the use of legal descriptions and relies on a List of Facilities and the Airport Layout Plan to identify where our facilities are located.

It is our belief that this new process will be mutually beneficial to both parties. It will no longer be necessary for the airport sponsor to ensure that the legal descriptions are accurate, thus saving time and money. Many airports have a very cumbersome process for lease approvals, airports that are currently under the new system find that their approvals are processed much quicker.

Our national legal counsel has reviewed and approved the MOA document and has assured us that this document is legal and binding. Rest assured that you are as protected by utilizing this document as you would a land lease.

Remember that this document will only apply to Navigational Aids that are currently addressed under on-airport, no-cost land leases. It in no way affects other cost leases you may have with the FAA.

We are enclosing the original and three copies of the MOA. If this agreement is acceptable to you, please execute and return the original and two copies to this office. Upon completion by the Government, an executed copy will be returned to you.

We wish to express our appreciation for your willingness to work with us on this new process. If you have questions or concerns please feel free to contact Annie Milledge at (404) 305-5727, or me via email at stacie.huelsbeck@faa.gov or at 404-305-5807.

Sincerely,

A handwritten signature in black ink, reading "Stacie Huelsbeck". The signature is fluid and cursive, with the first name "Stacie" being more prominent than the last name "Huelsbeck".

**Stacie Huelsbeck
Real Estate Contracting Officer
Federal Aviation Administration**

**Enclosures: MOA
MOA List of Facilities
Notary Acknowledgement – Airport
Notary Acknowledgement – FAA
Public Authorization Certificate**

MEMORANDUM OF AGREEMENT (MOA)

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF MORRISTOWN

**MOA No. 69435Z-20-L-00019
(MOR) Morristown Regional Airport
Morristown, TN**

SECTION 1 - OPENING

6.1.1-1 Preamble (JAN 2017)

This Agreement is made and entered into by the **City of Morristown**, hereinafter referred to as "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA" or as the "Government".

6.1.3-1 Witnesseth (JAN 2017)

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the **Morristown Regional Airport**.

Whereas, this agreement supersedes or succeeds Lease No. DTFA06-99-L-17832 and DTFA06-01-L-04136 all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

SECTION 2 - TERMS

6.2.1-1 Purpose (APR 2005)

It is understood and agreed that the use of the herein described premises, known as Morristown Regional Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

6.2.5-4 Terms and Conditions (JAN 2019)

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for **the term commencing on October 1, 2019 and continuing indefinitely**. The FAA can terminate this agreement, in whole or part at any time by giving at least thirty (30) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Morristown Regional Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

6.2.6-2 Consideration - No Cost (AUG 2002)

The Government shall pay the Airport no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the

obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.9 FAA Facilities (APR 2005)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

SECTION 3 - GENERAL CLAUSES

3.2.5-1 RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

6.3.5 Title to Improvements (APR 2005)

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement, including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

6.3.25 Quiet Enjoyment (OCT 1996)

The Airport warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.28-2 Interference with FAA Operations (JAN 2017)

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Airport warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Agreement is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Agreement. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Airport may reasonably request to evidence further the subordination of this Agreement to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Airport if such easement does not interfere with the full enjoyment of any right granted the Government under this Agreement.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Agreement so long as the Government is not in default under this Agreement. Airport will include in any future mortgage, deed of trust or other security instrument to which this Agreement becomes

subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Airport warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Airport under this Agreement, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Agreement had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Agreement, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

If the Owner sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Owner or Owner's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.1 Hazardous Substance Contamination (JUL 2017)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

SECTION 10 - CLOSING

6.10.1-4 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the MOA number 69435Z-20-L-00019 and be addressed as follows:

TO THE AIRPORT OWNER:

City of Morristown
100 West First North Street
Morristown, TN 37816

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch AAQ-910
1701 Columbia Avenue
College Park, GA 30337-2714

6.10.3-4 MOA Signature Block (JUL 2017)

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF MORRISTOWN



By: _____

Print Name: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

By: _____

Name: Stacie Huelsbeck

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 - ATTACHMENTS EXHIBITS/SPECIAL STIPULATIONS

Attachment List/Exhibit List

Number	Title	Date	Number of Pages
1	MOA List of Facilities	12/01/19	1
2	Notary Acknowledgement – Airport		1
3	Notary Acknowledgement – FAA		1
4	Public Authorization Certificate		1
5	Special Stipulations		1

Dated December 01, 2019

List of Facilities

MEMORANDUM OF AGREEMENT

69435Z-20-L-00019

MORRISTOWN REGIONAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	BUEC	Support (MOR)	47350	Previous Lease#: DTFA06-99-L-17832
2	VASI	RW 5	47219	Previous Lease#: DTFA06-01-L-04136
3	NASEB NAS Equipment Building	Support		No Previous Lease Agreement
4				
5				
6				
7				
8				
9				
10				

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, Two Thousand _____
before me, _____ a Notary Public in and for the
County of _____, State of _____, duly
commissioned and qualified, personally appeared,
_____, known to me to be the person
described in and whose name is subscribed to the attached instrument, and
acknowledged to me that he/she executed the instrument for the purposes and
consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal,
at my office the day and year in this certificate first written above.

By: _____ Witness: _____

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, Two Thousand _____
before me, _____ a Notary Public in and for the
County of _____, State of _____, duly
commissioned and qualified, personally appeared,
_____, known to me to be the person
described in and whose name is subscribed to the attached instrument, and
acknowledged to me that he/she executed the instrument for the purposes and
consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal,
at my office the day and year in this certificate first written above.

By: _____

Witness: _____

My Commission Expires: _____

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I _____ certify that I am the
Insert Name

_____ of the
Insert Official Title

_____ named in the
Insert State, County, Municipality, or other Public Authority

foregoing agreement; and that _____ who signed said
Name of the Person who Signed the Lease

agreement on behalf of the _____
Insert State, County, Municipality, or other Public Authority

was then _____ of said
Title of Person who Signed the Lease

_____ ; and that said
Insert State, County, Municipality, or other Public Authority

agreement was duly signed for and on behalf of _____
Insert State, County, Municipality, or

_____ by authority of its governing body, and is within the scope
other Public Authority

of its powers.

Signed _____ Insert Seal of Authority

2.6.1.2 Certificate of Authorization

Revised July 2012

OMB Control No. 2120-0595

SPECIAL STIPULATIONS

The Lessor shall grant the Government the right to install the buried cables via routing shown in Drawing No. SO-D-3436-1, dated December 17, 1980, is made part of the agreement herein and notes thereon.

To prevent a future violation of the VASI siting criteria and to ensure that no obstruction penetrates the clearance plane during the life of the facility, the Lessor shall be required to maintain 1.5° plane, defined as a plane measured from the horizontal at the downwind bar, which is 1° below the aiming angle of the downwind bar, 10° to either side of the extended runway centerline and extending outward from the downwind bar for a distance of six nautical miles.

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 3rd day of December, 2019, by and between Atmos Energy Corporation, a Texas and Virginia hereinafter called the "Landowner", and
(Insert Full Name of Owner) Corporation
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as Parcel 115.00 / Map 057
_____ as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1785 Page 496, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as _____
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

ATMOS ENERGY CORPORATION, a Texas and Virginia Corporation
Company/Corporation/Partnership Name (Seal)

By: *Dean Sanderson*

Dean Sanderson
(Type Name)

Director Facilities Management
(Type Title)

State of Texas

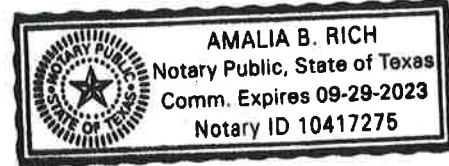
County of Dallas

The foregoing Agreement was acknowledged before me this 3rd day of December, 2019.

by Dean Sanderson, Director Facilities Management of Atmos Energy Corporation, a Texas and Virginia Corporation.

Amalia B. Rich
Notary Public

My Commission Expires 9/29/2023



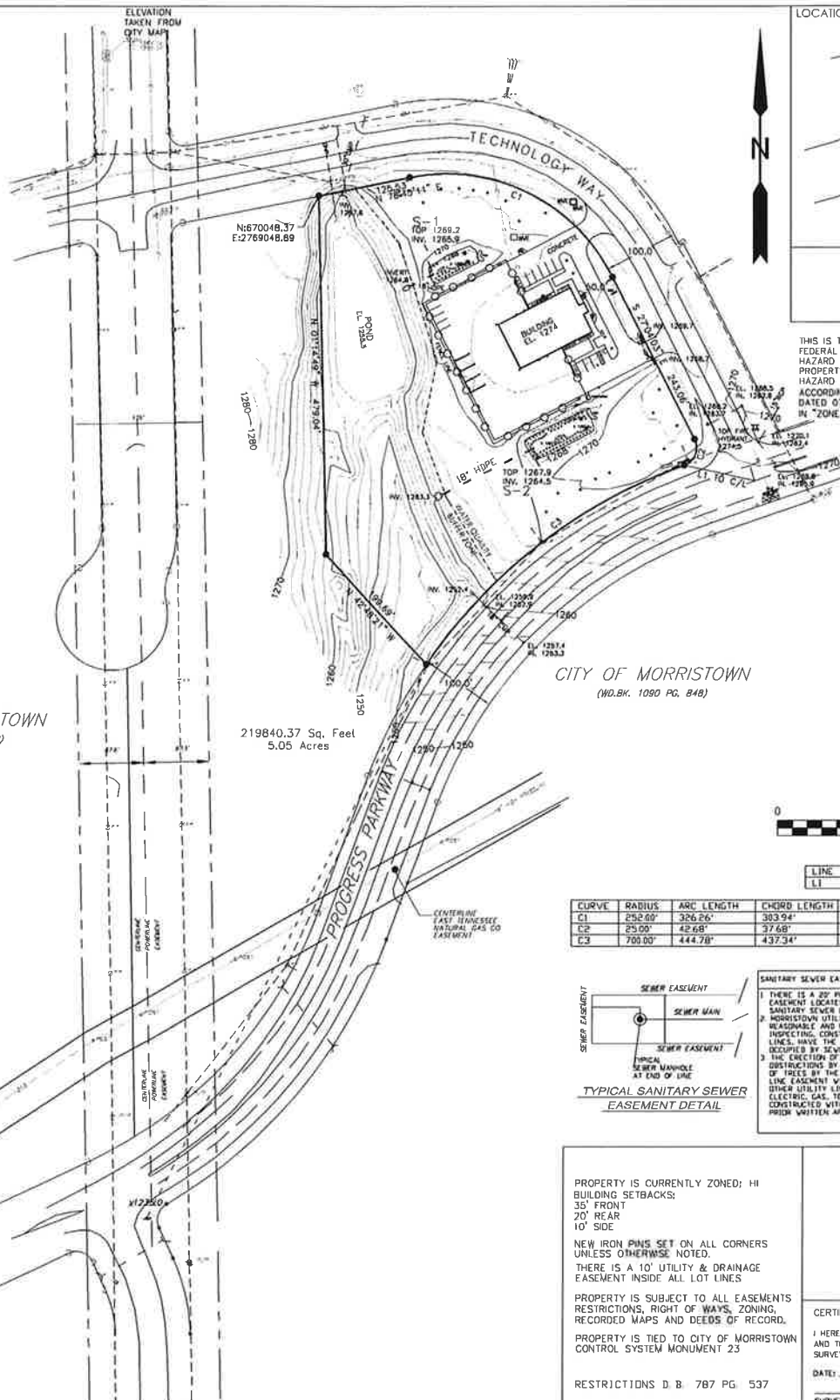
Approved as to form: *Amelia B. Rich* 12-18-19
City Attorney Date

Approved by the City:

Mayor Date

LEGEND

- IP(1) - OLD IRON PIN
- IP(2) - NEW IRON PIN
- Fence
- Paper Pole
- Lamp Post
- Guy Wire
- Overhead Utilities
- SC - Sanitary Sewer Line (existing)
- W - Water Line (existing)
- G - Gas Line (existing)
- Water Valve (existing)
- Water Meter (existing)
- Fire Hydrant (existing)
- Water Faucet
- Post Indicator Valve
- Electric Manhole
- Manhole (existing)



LOCATION MAP N.T.S.

A.M. SURVEYING
 RICHARD L. KENT R.L.S. # 2040
 4869 FOWLER DRIVE
 MORRISTOWN, TN. 37814
 PHONE: (423) 317-9825
 FAX: (423) 317-9826

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. ACCORDING TO FEMA / FIRM MAP 47083C0145E DATED 07-03-05, THE DESCRIBED PROPERTY IS IN "ZONE X"

CITY OF MORRISTOWN
 (NO.BK. 1090 PG. 848)

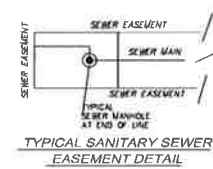
219840.37 Sq. Feet
 5.05 Acres

CITY OF MORRISTOWN
 (NO.BK. 1090 PG. 848)



LINE	BEARING	D. STANCE
LI	S 77°39'47" E	96.85'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT
C1	252.60'	326.26'	303.94'	S 64°09'26" E	110.51'
C2	25.00'	42.68'	37.68'	S 21°50'11" W	28.66'
C3	700.00'	444.78'	437.34'	S 58°32'14" W	230.19'



SANITARY SEWER EASEMENT NOTES:

- THERE IS A 20' PERMANENT SANITARY SEWER EASEMENT LOCATED BY EACH SIDE OF THE SANITARY SEWER LINES UNLESS OTHERWISE NOTED.
- MORRISTOWN UTILITY COMMISSION SHALL HAVE A REASONABLE AND NECESSARY FOR THE PURPOSE OF INSPECTING, CONSTRUCTING, AND REPAIRING SEWER LINES. HAVE THE RIGHT TO GO UPON LANDS OCCUPIED BY SEWER LINE.
- THE LOCATION OF A SEWER, BUILDING, STRUCTURES OR OTHER OBSTRUCTIONS BY THE PROPERTY/LOT OWNER, OR THE PLANTING OF TREES BY THE PROPERTY/LOT OWNER WITHIN THE SEWER LINE EASEMENT WILL NOT BE PERMITTED. IN ADDITION, NO OTHER UTILITY LINES, SUCH AS GAS, WATER, OR ELECTRIC, CAN BE CONSTRUCTED WITHIN THE PERMANENT EASEMENT EXCEPT AFTER PRIOR WRITTEN APPROVAL BY THE M.U.C.

PROPERTY IS CURRENTLY ZONED; HI
 BUILDING SETBACKS:
 35' FRONT
 20' REAR
 10' SIDE
 NEW IRON PINS SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
 THERE IS A 10' UTILITY & DRAINAGE EASEMENT INSIDE ALL LOT LINES
 PROPERTY IS SUBJECT TO ALL EASEMENTS RESTRICTIONS, RIGHT OF WAYS, ZONING, RECORDED MAPS AND DEEDS OF RECORD.
 PROPERTY IS TIED TO CITY OF MORRISTOWN CONTROL SYSTEM MONUMENT 23



CERTIFICATE OF ACCURACY
 I HEREBY CERTIFY THAT THIS IS A CLASS II SURVEY AND THE RATIO PRECISION OF THE UNADJUSTED SURVEY IS 1:7,500 AS SHOWN THEREON.
 DATE: 10-31-19
 SURVEYOR: RICHARD L. KENT
 IN REG. NO. 2040

RESTRICTIONS D.B. 787 PG. 537

FINAL PLAT OF:

ATMOS ENERGY CORPORATION
 (PLAT BK. M SLIDE 17)

PARCEL: 115.06	MAP: 57
WARD: CITY OF MORRISTOWN	
DISTRICT: 5th	DATE: 10-31-19
NOTES:	REVISION DATE:
SCALE: 1" = 100'	DWG. NO. 19-104

OWNER:
 ATMOS ENERGY CORPORATION

NOTES:
 AN INSPECTION & MAINTENANCE AGREEMENT EXISTS AND WILL BE RECORDED WITH DEED.
 THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF SOIL AND/OR NATIVE VEGETATION IN THE WATER QUALITY BUFFER ZONE EXCEPT AS PERMITTED BY THE CITY OF MORRISTOWN ADMINISTRATOR OR DESIGNEE.
 THE EQUIVALENT RESIDENTIAL UNIT (ERU) = 20

2018 Consolidated Annual Plan Evaluation and Review (CAPER)
Re; 7-1-18 to 6-30-19 CDBG program
City of Morristown, TN

The Community Development Block Grant (CDBG) Program was enacted in 1974 as the cornerstone of federal investment in our nation's communities. The Act, signed by then-President Gerald Ford, stated that sustained action by all levels of government is necessary to maintain viable urban [and rural] communities.

The CDBG program is one of the Federal government's most effective means to revitalize low and moderate-income communities across the country. CDBG funding supports homeownership, housing rehabilitation, public improvements and economic development projects while encouraging additional local investment. CDBG makes its way into local economies through an extensive network of local organizations and remains a necessary resource for families and communities.

Over 1,200 state and local governments receive annual CDBG funding. Every State, Territory, and Congressional District receives or has access to CDBG funds. The importance of this funding to meet the unique needs of local communities is widely recognized.

Since 1974, the CDBG program is one of the longest continuously run programs at HUD. CDBG has provided critical public services benefitting over 139 million people. The CDBG program has made a difference in the lives of millions of people and their communities.

CDBG entitlement funds and City general funds are utilized to assist the City of Morristown residents with the three national goals of the HUD CDBG program. Those three goals are to provide decent affordable housing, to help create a suitable living environment, and to expand economic opportunities. Leadership begins with the City's elected officials, the approval of the Consolidated Plan and the yearly approval of the Action Plan.

The City of Morristown is an entitlement jurisdiction, receiving an annual allocation of CDBG funds from the U.S. Department of HUD. A requirement of CDBG entitlement communities is the preparation and implementation of a Consolidated Plan for Housing and Community Development and an Annual Action Plan update annually.

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required

of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's fourth five year Consolidated Plan was developed in 2014. This report represents our 5th year into the third plan.

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

Each year Entitlement Communities, as designated by HUD, must submit the Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that local citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings must be attached to the Action plan prior to submittal to HUD. Also each year, 90 days after the end of the fiscal/program year, entitlements must submit the Consolidated Annual Performance Evaluation and Review (CAPER) report to HUD after the public has had opportunity to review and comment.

The Public Meetings to solicit public input for this CAPER were held on December 20, 2019 at 12pm and 5pm, with a final hearing during the City Council meeting on January 7, 2020. A draft of the proposed CAPER was made available to the public on December 18, 2019. The final, approved CAPER will be sent to HUD by January 10, 2020.

All programs funded by the City of Morristown with CDBG entitlement funds are in accordance with HUD regulations. The City of Morristown's FY 2018 funding represents the 15th year of receiving entitlement grant funds. The amount of funding for FY 2018 was \$292,614.00. The 2018 Action Plan funded the following:

Analysis of Impediments to Fair Housing 5yr updates	\$10,000.00
Homeowner rehab/Emergency Assistance	\$94,091.20
City Park Improvements	\$65,000.00
MHCS Homeless prevention program	\$10,000.00
TVCH CoC HUD HMIS Program	\$5,000.00
Façade Economic Development Program	\$50,000.00
Administration (20%)	<u>\$58,522.80</u>
TOTAL	\$292,614.00

Project Summaries

Project Title: Analysis of Impediments Update/Non-Profit capacity building

Project Description: An AI is a comprehensive review of a state or entitlement jurisdiction laws; regulations; and administrative policies, procedures and practices and also assesses how conditions, both private and public, affect fair housing choices.

Priority Need/Local Objective: The need to benefit low to moderate income persons to address the special needs services.

Funding Sources: CDBG- \$10,000.00

An AI is a comprehensive review of a state or entitlement jurisdiction's laws; regulations; and administrative policies, procedures and practices. The AI involves an assessment of how these laws, regulations, policies, and procedures affect the location, availability, and accessibility of housing. It also assesses how conditions, both private and public, affect fair housing choice.

The City has once again employ the Technical Assistance of a local non-profit, Morristown Hamblen Central Services (MHCS), in conducting the AI. MHCS has provided housing assistance to the area for over 30 years and has the staff, expertise, experience, and capacity to conduct the AI. They completed the AI 4 years ago and a mandatory 5 year progress report/update is coming due. They also provide many other vital services that help prevent homelessness or improve low income housing. The AI project will help both entities as we strive to improve the availability/accessibility of decent housing in the Morristown area. After reviewing the nature of MHCS, the type, location, and eligibility of the TA-AI activity and MHCS's traditional clientele this activity will meet the HUD national objective of "Low-Mod income-housing". (Capacity Building for local non-profits) The end result will be improved availability/accessibility of decent low-income housing in Morristown. The City of Morristown and MHCS take measures to overcome the effects of any impediments identified through the analysis. These measures will be reported on in this update as well as annually through the Consolidated Annual Performance Evaluation Report. In addition to the Fair Housing Act, HUD, and therefore Morristown, has enforcement obligations under the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), which provide additional protections to persons with disabilities. Together, these federal laws require housing providers,

state and local governments, and all recipients of federal financial assistance to ensure accessibility for persons with disabilities. Public facilities and buildings, as well as all projects receiving federal financial assistance, must be designed, constructed and altered to be fully accessible to people with mobility and sensory impairments.

The Fair Housing Act applies to both public and private housing. Under the Fair Housing Act, new multifamily buildings must be designed and constructed to have fully accessible common areas. These buildings must also incorporate basic adaptive features in ground floor and elevator-accessible dwelling units to allow for use by people with disabilities. In addition to these requirements, when housing is created using federal funding, at least 5% of a project's dwellings must be fully accessible to people with mobility impairments, and an additional 2% must be accessible to people with vision and hearing impairments.

As a CDBG entitlement, the City of Morristown must ensure full compliance with these federal laws and must also ensure compliance by all sub-recipients to whom funds are distributed. The Uniform Federal Accessibility Standards, the ADA Accessibility Guidelines, and the Fair Housing Act Accessibility Guidelines set forth architectural specifications for features of accessible design, such as ramps, passable doorways, and Braille signage.

Based on any analysis of documentation compiled, the City of Morristown is complying with the Civil Rights Act intended to protect individuals from discrimination on the basis of race, color, religion, sex, national origin, age, handicap and familial status. In addition, the City is continually taking steps to affirmatively further fair housing.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
	Local Government	7-1-18	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
n/a	n/a	n/a	n/a

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Special Needs Services	Analysis of Impediments to Fair Housing Choice reporting	Strengthen current services	Address impediments found	n/a	n/a

Project Title: **Homeowner Rehab** (homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.)

Project Description: This program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Priority Need/Local Objective: The need for rehabilitation of single family owner occupied homes and economic development were both identified as moderate level priorities in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$94,091.20 (funds reallocated from leftover funds for City Park Improvements\$6,180.25)

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

Each unit rehabilitated will receive “green” energy conservation measures that exceed local and international codes. This may include, but not be limited to, replacing appliances and heating/air units with energy star rated machines. Windows, insulation, fixtures and lighting will also be upgraded as necessary to exceed energy conservation code.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be subject to the availability of CDBG funding budgeted for the Program. The level of Program assistance will be based on household income.

If the household income is classified as:

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

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

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

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

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

Only one emergency repair grant will be awarded for a dwelling during a five-year period. A home on which emergency repairs are made would remain eligible for the City’s Housing Rehabilitation Program, but the cost of any emergency repairs would count against the \$25,000 rehabilitation program cap.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be considered for clearance. Areas that meet the HUD definition of “blighted” will receive priority.

This program will be administered through the Community Development/Planning department and new consultants Knoxville Community Action Center (KCAC) housing

The City of Morristown and KCAC will continue to follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City and KCAC will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the program will operate. The City and KCAC will insure that objectives are met, that each eligible citizen receives a quality job and that the community has benefited from the program.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Homeowner single unit rehab/emergency repair	LMI	14a	570.202

Project ID	Type of Recipient	Start Date	Completion Date
90	Local Government	7-1-18	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
Rehab 15 units	15	90	13

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/Accessibility	Rehab 6 eligible units	Monitor through completion	15	13

Project Title: **Façade Program**

Project Description: Provide up to 5 exterior renovation grants to qualifying businesses.

Priority Need/Local Objective: The need for economic development assistance to businesses was identified as a moderate level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$50,000 Business owners \$50,000

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

The Building Façade Improvement Grant is a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$5,000. Grants will be paid upon successful completion of the project and submission of proper documents.

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

Eligibility

To qualify for the Façade Improvement Grant, the building must be located within the 'Downtown Core', on Buffalo Trail, or South

Cumberland St. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront renovations, window repair/replacement, door repair/replacement, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees. The work to be performed must be necessitated by normal wear and tear over time. It cannot be so substantial as to constitute reconstruction.

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

Administration

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

Process

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

Step 1: Schedule a meeting with the Development Director and City of Morristown Chief Building Official or CDBG coordinator to discuss the proposed building renovations, grant availability and the application process.

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

- Color photo(s) of the existing building façade(s)
- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be

included. Simple window replacement, repair work or painting would not require drawings.

- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

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

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

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

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

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

Appeals

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

National CDBG Eligible Activity Category Direct financial assistance for for-profits	CDBG National Objectives LMA	HUD Matrix Code 18a	CDBG Citation 570.203(b)
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Project ID 89	Type of Recipient Local Government	Start Date 7-1-18	Completion Date 6-30-19
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Performance Indicator # of improved facades	Proposed Annual Units 10	IDIS Activity # 89	Units Upon Completion 8
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Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Sustainability	Repair 10 businesses facades	Monitor through completion	10	8

Project Title: (HMIS) Homeless Management Information System

Project Description: This is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting confidentiality in a 12+ county area.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$5,000.00

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

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

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

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

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

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
94	Local Government	7-1-18	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of clients served	200	94	198

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	200	198

Project Title: **Administration**

Project Description: General program administration, project implementation/ monitoring, training, reporting, adherence to all HUD regulations.

Priority Need/Local Objective: Planning/Administration

Funding Sources: CDBG-\$58,522.80

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
General Program Administration		21A	570.206(a)

Project ID	Type of Recipient	Start Date	Completion Date
95	Local Government	7-1-18	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
n/a	n/a	95	n/a

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
n/a	n/a	n/a	n/a	n/a	n/a

Project Title: Central Services Homeless Prevention Program

Project Description; Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- \$10,000.00 Central Services \$10,000.00

Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969, chartered under the name of Central Services. The agency's property acquisition in 2007 has expanded Central Services into one of the

largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

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

Funding from the Community Development Block Grant will enable Central Services to strengthen the current services offered by the agency that prevent homelessness. Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance. Lack of utilities is becoming more of a reason for eviction especially in rental assistance and public housing arenas.

The Central Services Homeless Prevention Program National Objective will be 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

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

The Performance Measure Objective_ for this program will be 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it will increase access or availability to shelter or service that will improve the beneficiary's living environment.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
93	Local Government	7-1-18	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of clients served	1000	93	2673

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	1000	2673

Project Title: City Park Improvements

Project Description: Construct ADA compliant restrooms at local parks

Priority Need/Local Objective: The need for better community recreation facilities was identified as a high level priority in the Morristown 2014 Consolidated Plan.

Funding Sources: CDBG- (\$65,000.00) Left over funds not used reallocated to Homeowner Rehab and Emergency Repair (\$6,180.25)

Building out Heritage Park – the former Morristown College site – according to a consultant’s proposal will take \$1 million per year over six or seven years. There isn’t enough money allocated to build restrooms, so concerts and other public gatherings would have to be staged using portable toilets. The transfer of CDBG funds will remedy this issue. This project will allow the installation of prefabricated ADA compliant restrooms at the new Heritage Park.

Heritage Park will be open 365 days per year and continues to be improved and expanded. The park will be used extensively by the

community for many special events and activities throughout the year and the need for restrooms is paramount. Currently, the park has no restroom facilities at all.

This projects' National Objective will be 'low/mod area benefit'. It will meet the needs of an area with at least 51% low/mod income population. The primary service area is the four census tracts that comprise the center of Morristown where the majority of our citizens live (Tracts 1001, 1003, and 1004).

The eligible activity category/accomplishment type for this project will be

'Public Parks/ Recreational Facilities'. It constitutes infrastructure and recreational facilities/parks improvements.

The Performance Measure Objective for the program will be 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it provides for restroom facilities that will be accessible to all park visitors.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Parks/Recreational Facilities	LMA	03F	570.201(c)

Project ID	Type of Recipient	Start Date	Completion Date
96	Local Government	6-1-17	6-30-19

Performance Indicator	Proposed Annual Units	IDIS Activity #	Units Upon Completion
# of new bathrooms	1	96	1

Annual Action Plan Performance Measurement

National Performance Measure Objective	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
				Proposed	Actual
Create suitable living environment	Availability/ Accessibility	Construct 1 ADA compliant parking lot	Monitor construction of parking lot	1	1

Monitoring of the Community Development **program** includes, but is not limited to, the following;

Five year consolidated plan completion, annual action plan completion, citizen participation plan compliance, consolidated annual performance review, federal expenditure timeliness compliance, quarterly federal cash transaction reports, semi-annual labor department standards report, annual minority business enterprise reports, annual section 3 compliance reports, monthly fair housing compliance, federal Integrated Disbursement and Information System compliance, title VI compliance, CDBG certification, IT security, GAO reporting, online reporting at federalreporting .gov, and daily project review.

Monitoring of Community Development **projects** require, but is not limited to, the following;

Environmental Review, financial reporting, Davis-Bacon Wage rate compliance, federal and local regulatory compliance, equal opportunity/fair housing regulations compliance, HUD national objective compliance, HUD performance measurement framework, contractor review/compliance, sub-grantee monitoring, eligibility requirement monitoring, LMI and federal regulations compliance, lead paint review, and energy star/green building review.

Annual Reports

(A Consolidated Plan for Community Development needs must be completed every 5 years)

Consolidated Annual Performance Evaluation Report (CAPER)

Annual Action Plan (AP)

AP Amendments

HOME grant application

ESG grant application

Federal Timeliness Report

Title VI

Semi Annual Reports

Section 3

HUD Davis-Bacon Labor Dept. report 4710

Minority Business Enterprise report (MBE)

Quarterly Reports

Federal Cash Transaction report (FCT)

Neighborhood Stabilization Program report (NSP)

CDBG-R report (ARRA funds)

Emergency Shelter Grant reports (ESG)

Monthly and Project Reports

HUD Field Office report

Department Summary reports

Environmental Reports

Davis Bacon Payroll reviews

IDIS (Integrated Disbursement and Information System) Federal finance reports, project reports and performance measurement reports.

Fair Housing reports as needed

Project set-up and progress reports

