

**WORK SESSION AGENDA
JANUARY 2, 2019
4:00 p.m.**

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JANUARY 2, 2019 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Councilmember Dennis Alvis

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. December 18, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

1. Welcome the Youth Leadership Morristown Group

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**

9. **NEW BUSINESS**

- 9-a. **Resolutions**

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Contract Amendment between the City of Morristown and Nationwide Retirement Plans.
2. Approval of Supplemental Agreement and/or Request for Construction Change from McGill Associates, Change Order Request # 2 for the Freddie Kyle Greenway to add 30 additional days to Contract.

9-d. Board/Commission Appointments

1. Mayor's appointment of the 2019 Finance Committee.

9-e. New Issues

1. Approval of sale of approximately 6.6 acres in the East Tennessee Valley Industrial District in the amount of \$16,969.20 to Profile Partners.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

Jan. 16, 2019	(Wed) 3:45 p.m.	Finance Committee Meeting
Jan. 16, 2019	(Wed) 4:15 p.m.	Work Session – Council Agenda Review
Jan. 16, 2019	(Wed) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 21, 2019	Monday	City Employee's Holiday Martin Luther King Day
Feb. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Feb. 19, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 19, 2019	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 19, 2019	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
JANUARY 2, 2019**

1. Transfer of TCAT
2. Debt Update

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
DECEMBER 18, 2018**

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 18, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Dr. Cynthia Thompson, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the December 4, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Resolution No. 24-18. Councilmember Bivens seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith, Pedigo and Mayor Chesney voted "aye", Councilmember Alvis voted "no".

**RESOLUTION NO. 24-18
A RESOLUTION TO ACCEPT AND DEDICATE PUBLIC
STREETS, RIGHTS OF WAY AND STREET NAMES LOCATED
WITHIN THE CITY OF MORRISTOWN, TENNESSEE,
{DEFAULT ST.}.**

WHEREAS, James Rogers III and John Chambers have requested a portion of Devault St. to be dedicated as shown on the attached Exhibit A; and,

WHEREAS, final plat, entitled James Rogers III and John Chambers Property, has been filed with the Morristown Regional Planning Commission; and recorded in Hamblen County Tennessee under Plat Book MPLAT, page 9;

WHEREAS, Tennessee Code Annotated 13-4-305 states that the approval of a subdivision plat by the Morristown Regional Planning Commission does not constitute an acceptance by the municipality of the dedication of any street, and;

WHEREAS, said road has been built in conformity with the City of Morristown, Tennessee standards and acceptable engineering standards of practice; and,

WHEREAS, final plat of James Rogers III and John Chambers Property evidences the intent of the owner to dedicate said road and certain associated right-of-way permanently to the City of Morristown, Tennessee; and

WHEREAS, acceptance of said road and associated right-of-way is in the best interests of the City of Morristown, Tennessee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE, that the property as evidenced to be dedicated on the above described recorded subdivision plat is hereby accepted as being compliant with the 2010 City of Morristown Transportation Plan.

Approved this the 18th day of December 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve Work Authorization No. 16-2018 with Michael Baker for Tree Removal at the Airport, in the not to exceed amount of \$19,040. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Work Authorization No. 17-2018 with Michael Baker for Security Fencing at the Airport, in the not to exceed amount of \$17,301. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve a contract of sale between Atmos Energy Corporation and the City of Morristown for approximately three acres of usable property with the Purchase Price of \$60,000. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve a bid to Bewley Excavation in the amount of \$4,983 for demolition of property at 416 East 1st North St. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to accept donated equipment from the Federal Bureau of Investigation for the Fire Department; total value of equipment \$19,783.95. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to appoint the following to the Stormwater Violations Appeals Board for the following terms: David Wild as a representative of the building or contracting industry for a one year term to expire January 1, 2020; Joe Molitor as a representative of an industrial or commercial establishment for a two year term to expire on January 1, 2021 and Jeremiah Davis as a representative of a professional consulting field such as engineer or architect for a three year term to expire January 1, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve moving Council dates in January to the 1st and 3rd Wednesday; January 2, and January 16, 2019. Councilmember Smith seconded the motion and upon roll call; Councilmembers Garrett, Senter, Alvis, Smith, Pedigo and Mayor Chesney voted “aye”, Councilmember Bivens voted “no”.

Councilmember Alvis made a motion to approve the Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR – Audit Report). Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the December 18, 2018, City Council meeting at 5:28 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Program Sponsor

City Government

Morristown City Center

Lobby, Council Chambers and Training Room
100 W 1st N St

Wednesday, January 2, 2019

3:40 p.m. – 7:30 p.m.

3:30 **Meet at the Morristown City Center, 100 W 1st N St**

3:45 **Welcome.....Honorable Gary Chesney, Mayor, City of Morristown**

Tour of City Departments

Remarks from Department Officials

Police Chief Roger Overholt

Deputy Chief Michelle Jones

Parks and Recreation Director Craig Price

5:00 **Observe City Council Meeting** (*council chambers*)

5:45 **Announcements and Debrief**

7:00 **Dismiss**

Session Sponsor:



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Class Roster Youth Leadership Morristown 2019

Oct. 14, 2018

School	Sal.	Preferred 1st name	Last Name
East	Ms.	Sydne	Bane
West	Ms.	Emmie	Barnett
West	Ms.	Anna Katherine	Brady
West	Ms.	Abbey	Butler
East	Mr.	Gustavo	Castillo
West	Ms.	Caitlyn	Grimaldi
East	Ms.	Lauren	Hartsock
East	Mr.	Wyatt	Johnston
East	Ms.	Sarah	Jones
East	Mr.	Sam	Keirse
West	Mr.	Trent	Lovelace
East	Mr.	Blake	Lovell
West	Mr.	Dalton	Miksa
East	Ms.	Kelsey	Mills
West	Ms.	Rebecca	Noble
West	Ms.	Macy	Noe
West	Mr.	David	Price
East	Mr.	Nash	Prince
West	Ms.	Emma	Purgason
West	Ms.	Lane	Ripley
East	Mr.	Ryan	Sadlon
West	Ms.	Hannah	Seals
West	Mr.	Jacob	Seals
West	Mr.	Jacob	Taylor



Nationwide®
is on your side

December 7, 2018

City of Morristown
Attn: Larry Clark
Assistant City Administrator
P.O. Box 1499
Morristown, TN 37816-1499

Re: City of Morristown Deferred Compensation Plan Enhancements

Dear Mr. Clark,

As the City of Morristown current recordkeeper for the City's deferred compensation plan, we value the opportunity to serve your staff and plan participants and we are eager to continue our 33-year partnership. In our effort to continually improve upon the products and services we provide to our plan sponsors and participants, Nationwide is pleased to offer the following exciting enhancements for your consideration:

Investment Menu	Asset Management Charge	Nationwide Crediting Yield	Guaranteed Minimum Interest Rate
Current Investment Menu	70/80/95 basis points	3.50% 1st Quarter 2018	3.50%
Morningstar Investment Lineup	23 basis points	3.20% 1st Quarter 2018	3.20%

Our enhanced offer includes Investment Fiduciary Services provided by Morningstar Associates. Morningstar's primary strength is their ability to comprehensively analyze and select managed investments and to combine them effectively. They use their investment knowledge to build, manage, and monitor an investment lineup designed to help plan sponsors fulfill their investment fiduciary obligations, and allow participants the opportunity to structure an efficient, well-diversified portfolio.

Investment Fiduciary Services can help mitigate risk by providing you with:

- Monitoring and due diligence of investment options
- A diversified investment menu from an objective third party
- Quarterly plan performance report and annual summary report
- Sample Investment Policy Statement

Morningstar's investment professionals oversee the entire lineup construction process. This involves understanding the characteristics and investment objectives of retirement plans, selecting asset categories that both provide broad-based diversification and investments that they believe are high-quality and should work well in combination, and monitoring the investment lineup on an ongoing basis.

Morningstar uses their industry experience to build, manage, and monitor a comprehensive investment lineup that is intended to help the plan sponsor both fulfill its fiduciary obligations and offer participants a manageable array of carefully selected funds for their retirement plan.

These proposed plan enhancements will allow us to continue to provide superior service to the City's staff and employees. Through our strong partnership with the City, we have developed a supplemental

retirement program unique to the needs of City of Morristown employees, helping them to prepare for and live in retirement.

If you would like to accept the proposed offer, please sign and date below.

Authorized Plan Sponsor Signature _____

We sincerely appreciate the opportunity to extend our existing agreement, and look forward to providing these valuable services for the Plan into the future. If you have any questions regarding this proposal, please contact your Program Director, Roland Wilson at (678) 294-4926 or [wilsor8@nationwide.com](mailto:wilson8@nationwide.com).

Sincerely,

Jeff Francis
Regional Vice President

cc: Roland Wilson, Program Director, Nationwide Retirement Solutions

Nationwide Guaranteed Fund

The objective of the Nationwide Guaranteed Fund is to provide a low-risk, competitive option for participants. The Nationwide Guaranteed Fund seeks to achieve a competitive return, consistent with, and providing for, preservation of capital, credit quality, liquidity to pay plan benefits, and reasonable tracking of interest rates. Stability and consistency while providing a competitive return are key attributes.

Although the Nationwide Life Guaranteed Fund currently does not have any explicit asset management charges, Nationwide Life's compensation is derived from the difference between what NLIC earns on investments and what it credits to participants. Costs and expenses (such as plan charges and any expense credits issued to the Plan, including Nationwide Life's compensation) are reflected in the crediting rate. The crediting rate is determined by the investment return earned on Nationwide Life's portfolio, reduced by expenses (including compensation to Nationwide Life).

Mutual Fund Payments

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

Morningstar Associates Fiduciary Services

Morningstar Associates' fiduciary duty to a plan ends if the plan sponsor does not comply with the requirements of the program.

Neither Nationwide nor any of its affiliates are related to, or affiliated with Morningstar and do not serve as the fiduciary to the Plan or participants as it relates to the Morningstar content. Nationwide is not responsible for Morningstar's content.

INVESTMENT FIDUCIARY SERVICE AGREEMENT

This Investment Fiduciary Service Agreement ("Agreement") is dated _____ ("Effective Date") and is between _____ ("Plan Sponsor"), Morningstar Investment Management LLC ("Morningstar"), and Nationwide Life Insurance Company ("Nationwide").

1. INTRODUCTION

A Plan Sponsor who elects to use the Investment Fiduciary Service Program (the "Program") must sign this Agreement where indicated below. By signing below, Plan Sponsor acknowledges and agrees that the responsibilities of Nationwide and Morningstar with respect to the Program are as described below. Plan Sponsor also acknowledges that the specific fiduciary support provided by Morningstar and the administrative support provided by Nationwide are conditioned upon the Plan Sponsor's performance of certain duties outlined below.

2. DEFINITIONS

"Fund Universe" refers to the investment options that Nationwide makes available to Morningstar from which Morningstar selects the Fund Lineup. The Fund Universe includes both proprietary and nonproprietary investment offerings. Many investment providers pay Nationwide or its affiliates in return for having their investment vehicles made available to plans for possible selection as plan-designated investment alternatives, as well as for the recordkeeping and related services Nationwide provides.

Nationwide may change the investment options in the Fund Universe from time to time. "Fund Lineup" refers to the investment offerings that Morningstar selects from the Fund Universe for inclusion in the Program.

3. DISCLOSURE AND PROGRAM DESCRIPTION

The Program is designed to provide the Plan Sponsor with a Fund Lineup for the Plan Sponsor's Deferred Compensation Retirement Plan ("Plan") that is appropriate for the Plan and its employees. The Program also contains features - such as the quarterly and annual Morningstar monitoring reports described below - that support the discharge of the Plan Sponsor's duty to demonstrate the prudent selection and ongoing monitoring of Morningstar in its role as a plan fiduciary.

Morningstar acknowledges its role as a fiduciary, as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974 ("ERISA"), with respect to the selection and ongoing monitoring of the Plan's Fund Lineup. Although ERISA does not apply to governmental plans, Morningstar is agreeing to adhere to the ERISA standard of care with respect to the advisory services provided to the plan.

Nationwide has entered into an agreement with Morningstar to make the Program available to plan sponsors. Nationwide's role is to present the Program and provide ongoing administrative support related to the delivery of Program documentation created by Morningstar, including, but not limited to, Fund Lineup, and quarterly and annual Morningstar monitoring reports, which are posted on the Nationwide Plan Sponsor website.

The investment options available under the Program are set forth under the Fund Lineup, which is created by Morningstar from the Fund Universe. Morningstar has no ability to choose funds that are not made available in the Fund Universe. The Fund Universe, to meet Nationwide product requirements, includes only a Nationwide proprietary option under the target date, target risk and index categories. For other asset categories, Morningstar may select Nationwide proprietary funds or non-proprietary funds. All of the funds

included in the Fund Universe provided to Morningstar by Nationwide, whether proprietary to Nationwide or not proprietary to Nationwide, have been screened by Morningstar and selected for use under the Program based on Morningstar's standard proprietary screening process.

The Fund Lineup is established by Morningstar using its proprietary investment methodology, and all funds in the Fund Lineup, including Nationwide's proprietary investment options, must meet Morningstar's established investment criteria. Nationwide is not affiliated with Morningstar and receives no compensation from Morningstar for the Program. The decision of which funds are included in the Fund Lineup is Morningstar's alone. It is Nationwide's intention that its actions with respect to the Program will not cause Nationwide to become a fiduciary to the Plan within the meaning of applicable law. Nationwide will not review and is not responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by Morningstar and provided to the Sponsor by Nationwide.

Using the Program will assist the Plan Sponsor in satisfying one of its key responsibilities, namely, to prudently select and monitor the Plan's investment options. Under the Program, Morningstar will act as a fiduciary to the Plan for that purpose, provided the conditions set forth herein are met, but subject to the following exclusions:

- employer stock investment options are excluded from the Program;
- self-directed brokerage investment options are excluded from the Program;
- money market investment options are excluded from the Program;
- stable value investment options are excluded from the Program;
- Certificates of Deposit; and
- Liquid Savings Accounts

If at any time, Morningstar determines that it no longer approves of an investment option in the Fund Lineup, it shall determine whether a replacement investment option is necessary and select a replacement investment option. When an investment option is removed from the Fund Lineup, Morningstar shall notify Nationwide and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are no longer approved and of the replacement investment option. If Plan Sponsor rejects the replacement investment option, the Plan Sponsor shall be removed from the Program. Morningstar shall thereupon cease to have any fiduciary liability or responsibility for investment option(s) available within that Plan Sponsor's Plan except to the limited extent provided in the following two sentences of this paragraph. In its standard course of business, Morningstar will continue to monitor such investment option(s) and may determine that it approves such investment option(s) again. Upon its renewed approval, Morningstar shall notify and Nationwide shall, in turn, notify Plan Sponsor that the investment option(s) are once again covered by the fiduciary liability and responsibility of Morningstar under the Program. Morningstar assumes no fiduciary responsibility or liability with respect to excluded investment options or Plan Fund Lineups that make available investment options not included in the Morningstar Fund Lineup.

4. ROLES AND RESPONSIBILITIES

The Plan Sponsor, in its fiduciary capacity, is solely responsible for determining whether the Nationwide product and the program are appropriate for the Plan, both at the time of purchase and on an ongoing basis.

Upon participating in the Investment Fiduciary Services program, the Plan Sponsor will be provided with a Fund Lineup. The Fund Lineup is created by Morningstar. The Plan Sponsor will also receive a sample Investment Policy Statement for the Plan, created by Morningstar that the Plan Sponsor may choose to adopt.

It will detail how the investment categories within the Fund Lineup were chosen and how Morningstar will monitor the investment options. If the Plan Sponsor chooses not to adopt the sample Investment Policy Statement, it is their responsibility as Plan Sponsor to review the Plan documents, including any existing investment policy statement, to determine whether Morningstar's fiduciary services are consistent with the terms of the Plan documents. If the terms of the Plan documents, including any existing Investment Policy Statement, are inconsistent with the services provided in the Program, it is their responsibility to amend the Plan documents accordingly.

Morningstar will monitor the investment options contained within the Fund Lineup and prepare reports, for the Plan Sponsor's review and use in discharging the Plan Sponsor's responsibility to monitor Morningstar in its role as a plan fiduciary.

Morningstar may, from time to time, call for changes to the Fund Lineup. Morningstar may add funds to the Fund Lineup or may delete a fund from the Fund Lineup if it deems such changes necessary. Nationwide will provide Plan Sponsor with written notice of these changes at least ninety (90) days before their effective date. These changes must be reviewed by the Plan Sponsor to determine if they are appropriate for the plan and its participants. Plan Sponsor has the discretion and authority to decide whether to accept or reject any such changes presented. If the Plan Sponsor decides to reject any changes recommended by Morningstar, they must provide written notice to Nationwide thirty (30) days prior to the effective date of the recommended change to the Fund Lineup. Failure to reject the changes presented at least thirty (30) days prior to their effective date will be treated as consent to those changes. If the Plan Sponsor rejects any changes recommended by Morningstar, this Agreement will terminate on the effective date of the change and Morningstar will no longer assume fiduciary liability or responsibility for the investment oversight of any individual investment option or for the overall lineup.

Nationwide agrees to perform the following on behalf of Morningstar in support of the Program:

1. Deliver, via paper or electronically, the Plan Sponsor Advisory Agreement and Morningstar Investment Management LLC's Form ADV Part 2, along with subsequent updates to the Plan Sponsor.
2. Obtain the Plan Sponsor's signature to the Plan Sponsor Advisory Agreement and sending an electronic copy of the signed Plan Sponsor Advisory Agreement to Morningstar.
3. Make available the Fund Lineup, IPS, methodology document, quarterly market commentary and the Quarterly Monitoring Report to Plan Sponsors.
4. Prepare and deliver notice to Morningstar Advisory Plan Sponsors regarding any changes to the Fund Lineup.
5. Implement any changes to the Fund Lineup, as determined and directed by Morningstar Advisory Plan Sponsors, in accordance with its customary business practices.
6. Provide written notification to Morningstar when an Advisory Plan Sponsor's Fund Lineup is no longer consistent with the Morningstar selected Fund Lineup.
7. Notify Morningstar of any Plan Sponsors that have terminated the Investment Fiduciary Service Program.
8. Distribute marketing materials created by Morningstar to Plan Sponsors.
9. Make available to the Plan Sponsor a pre-determined mapping matrix (prepared by Morningstar) to assist the Plan Sponsor in mapping plan assets from investment options in its existing lineup into the investment options available on the Fund Lineup, a Plan Sponsor's acceptance of the recommended mapping matrix is not required to participate in this program;

5. COMPENSATION

Plan Sponsor will not be charged a fee for the Program. Neither participating in nor terminating the Program will impact pricing for the Plan.

Morningstar receives a fee from Nationwide. That fee includes an asset-based fee subject to a minimum annual fee. The amount of compensation paid to Morningstar does not change based upon any particular fund recommended by Morningstar, whether proprietary to Nationwide or not. Morningstar's asset-based fees are not charged against excluded investment options.

Nationwide may receive compensation for services rendered to the Plan from a number of sources. Those may include product or contract charges, administrative fees, fee and charges applicable to Nationwide proprietary funds, and sales compensation and expense reimbursements from funds made available as investment options under the Plan. As part of its product offering, Nationwide will provide Plan Sponsor with information regarding the sources of revenue it may receive from the Plan. Product pricing discussions are between Nationwide and the Plan Sponsor, and Morningstar's compensation is independent of those considerations. The Plan Sponsor may at any time request an estimate of the range of or weighted average compensation to be paid to Nationwide from the funds offered under the Plan.

6. TERM AND TERMINATION

The Agreement shall commence on the Effective Date and remain in effect until terminated by any of the three parties in accordance with this Section.

If Plan Sponsor makes a change to the Plan's Fund Lineup by adding a fund that is not on the Fund Lineup, deleting a fund that is in the Fund Lineup, or opting out of a change to the Fund Lineup recommended by Morningstar, Morningstar will no longer assume fiduciary liability or responsibility as defined under Section 3(21)(A)(ii) of ERISA, for the investment oversight of any individual investment option or for the overall lineup. This agreement shall terminate automatically upon such a change by the Plan Sponsor.

Plan Sponsor may also choose to discontinue participation in the Program effective any quarter end (March 31st, June 30th, September 30th or December 31st) by notifying Nationwide in writing at least thirty (30) days prior to discontinuance. Likewise, either Nationwide or Morningstar may terminate this agreement at any quarter end by notifying you in writing at least thirty (30) days in advance.

This Agreement will also terminate automatically upon (i) the termination of the agreement between Morningstar and Nationwide or (ii) the termination of the agreement between Plan Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

7. INDEMNIFICATION

To the maximum extent allowed by law, Morningstar will indemnify, defend and hold harmless Plan Sponsor and its respective directors, officers, employees and agents from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that Plan Sponsor may suffer or incur arising out of or in connection with Morningstar's: (i) breach of its fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, Morningstar shall not be required to indemnify, defend or hold Plan Sponsor harmless to the extent that the Claim arose as a result of Plan Sponsor's acts or omissions. Morningstar's obligation to indemnify and defend hereunder will be contingent on

Plan Sponsor: (i) promptly notifying Morningstar in writing of the claim; (ii) allowing Morningstar to control, and reasonably cooperating with Morningstar in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Morningstar's prior written agreement. The indemnity obligations as described in this paragraph shall survive termination of this Agreement.

8. NOTIFICATIONS

Notifications regarding Fund Lineup changes will be provided in writing. To ensure uninterrupted coverage, please provide the best contact information on page 6. Please remember that as plan fiduciary, the Plan Sponsor is responsible for providing updated email and U.S. mail addresses to Nationwide as necessary. By signing this agreement, Plan Sponsor has consented to electronic delivery of notifications from Nationwide and/or Morningstar to the electronic address provided above or the last known electronic address on record. Such notifications may include communications concerning changes to the Investment Fiduciary Services Program or other notices required under applicable laws.

9. MISCELLANEOUS

The Plan Sponsor authorizes Nationwide to provide Morningstar with access to Plan information that Nationwide holds, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). The Plan Sponsor acknowledges that Nationwide will have no liability or responsibility for Morningstar's use or disclosure of Plan Related Information. Morningstar agrees to keep Plan Related Information confidential and to only use such information within the Program.

This agreement may not be assigned by any party without the prior written consent of the other parties. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement. Morningstar, Nationwide, and Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between any of the parties.

No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party. The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

This Agreement constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter addressed herein.

10. ACKNOWLEDGEMENTS

Plan Sponsor understands that participation in the Program does not guarantee a profit or protect against a loss and may not increase investment performance as compared to any other asset allocation or other investment strategy.

Participating in the Program does not guarantee better investment results as compared to not participating in the Program at all. The criteria used by Morningstar to create the Fund Lineup and monitor the investments are not intended to predict future performance.

Plan Sponsor represents that the person signing this Agreement is a named fiduciary of the Plan, or has been designated by a named fiduciary on behalf of the Plan in executing this Agreement. Plan Sponsor agrees to and acknowledges the Program rules described above and elects to participate in the Program. In addition, Plan Sponsor acknowledges that it has received and read the Morningstar disclosure brochure (ADV Part 2) that describes its role as a registered investment advisor.

Agreed and Accepted by:

Plan Name:
Sponsor Name:
Plan Sponsor Representative Name:
Plan Sponsor Representative Signature:
Address:
Email:
Date:

Nationwide

By:
Name:

Morningstar Investment Management LLC

By: 
Name: Daniel Needham, President and Chief Investment Officer

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract**

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

Premium Taxes

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- (2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

the Fixed Account value on the date before the installment is Withdrawn; divided by

- a) the number of remaining installments.
- b) Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ____ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By: _____

By: _____

Current Funds to Close			Funds to Map to		
Ticker	Fund Name	Current Balance as of 12/4/2018	Ticker	Fund Name	
TWVLX	American Century Value Inv	\$186,322.36			
OSEIX	Cohen & Steers Real Estate Securities A	\$35,826.59	RWMCX	American Funds Washington Mutual R3	
PEOPX	Dreyfus S&P 500 Index	\$29,091.40	AGREX	Invesco Global Real Estate A	
FIGTX	Federated US Govt 2.5 Yr Instl	\$0.00	GRISX	Nationwide S&P 500 Index Instl Svc	
FGNTX	Fidelity® Contrafund®	\$127,074.74	N/A	Nationwide Fixed Account	
ACGIX	Invesco Growth and Income A	\$149,778.69	RRBGX	T. Rowe Price Blue Chip Growth R	
AIEVX	Invesco International Growth R3	\$147,949.12	RWMCX	American Funds Washington Mutual R3	
JAMCX	JPMorgan Mid Cap Value A	\$32,492.12	MDLIX	MFS® Intl Diversification R3	
LMYTX	Lord Abbett High Yield R3	\$101,757.81	N/A	Nationwide Mid Cap Market Idx A	
MINGX	MFS® International Value R3	\$218,253.09	PRAXX	Pioneer Strategic Income A	
GBIAX	Nationwide Bond Index A	\$71,389.13	MDHIX	MFS® Intl Diversification R3	
NWESX	Nationwide Destination 2015 Instl Svc	\$0.00	MBFAX	Wellis Fargo Core Bond A	
NWFSX	Nationwide Destination 2020 Instl Svc	\$0.00	NWESX	Nationwide Destination 2015 Instl Svc	
NWHSX	Nationwide Destination 2025 Instl Svc	\$0.00	NWFSX	Nationwide Destination 2020 Instl Svc	
NWISX	Nationwide Destination 2030 Instl Svc	\$395.06	NWHSX	Nationwide Destination 2025 Instl Svc	
NWLSX	Nationwide Destination 2035 Instl Svc	\$0.00	NWISX	Nationwide Destination 2030 Instl Svc	
NWMSX	Nationwide Destination 2040 Instl Svc	\$0.00	NWLSX	Nationwide Destination 2035 Instl Svc	
NWNSX	Nationwide Destination 2045 Instl Svc	\$0.00	NWMSX	Nationwide Destination 2040 Instl Svc	
NWOSX	Nationwide Destination 2050 Instl Svc	\$0.00	NWNSX	Nationwide Destination 2045 Instl Svc	
NTDSX	Nationwide Destination 2055 Instl Svc	\$0.00	NWOSX	Nationwide Destination 2050 Instl Svc	
NWVWX	Nationwide Destination 2060 Instl Svc	\$0.00	NTDSX	Nationwide Destination 2055 Instl Svc	
MLJFX	Nationwide Institutional Service	\$156,653.14	NWVWX	Nationwide Destination 2060 Instl Svc	
IMPFX	Nationwide Government Money Market Fund - Investor Class	\$0.00	PRLX	Parnassus Core Equity Investor	
GIAX	Nationwide International Index A	\$14,192.95		RESTRICT and Change Allocations Only (Nationwide Fixed Account)	
NDASX	Nationwide Inv Dist Agriv Svc	\$4,926.15	GIAX	Nationwide International Index A	
NDCSX	Nationwide Inv Dist Crstv Svc	\$12,359.77	NDASX	Nationwide Inv Dist Agriv Svc	
NSDMX	Nationwide Inv Dist Mod Agriv Svc	\$9,290.27	NDCSX	Nationwide Inv Dist Crstv Svc	
NSDCX	Nationwide Inv Dist Mod Crstv Svc	\$0.00	NSDMX	Nationwide Inv Dist Mod Agriv Svc	
NWADX	Nationwide Loomis All Cap Gr Eagle	\$157,399.34	NSDCX	Nationwide Inv Dist Mod Crstv Svc	
NWLJX	Nationwide Loomis Core Bond Instl Svc	\$232.73	RRBGX	T. Rowe Price Blue Chip Growth R	
GMXXA	Nationwide Mid Cap Market Idx A	\$92,482.14	MBFAX	Wellis Fargo Core Bond A	
GRISX	Nationwide S&P 500 Index Instl Svc	\$49,266.60	GMXXA	Nationwide Mid Cap Market Idx A	
GMRAA	Nationwide Small Cap Index A	\$7,174.23	GRISX	Nationwide S&P 500 Index Instl Svc	
NWISX	Nationwide Small Company Growth Instl Svc	\$91,667.46	GMRAA	Nationwide Small Cap Index A	
NWUSX	Nationwide US Small Cap Value Instl Svc	\$56,683.47	DIHSCX	Diamond Hill Small Cap A	
NBSRX	Neuberger Berman Genesis Tr	\$79,240.98	GMRAA	Nationwide Small Cap Index A	
RWVEX	American Funds New World R4	\$129,455.46	PRBLX	Parnassus Core Equity Investor	
OPPAX	Oppenheimer Global A	\$172,231.54	JPMOEX	JPMorgan Emerging Markets Equity A	
PFOAX	PIMCO International Bond (USD-Hd) A	\$40,288.35	PRAXX	Pioneer Strategic Income A	
TRSAAX	T. Rowe Price Growth Stock Adv	\$156,597.01	RRBGX	T. Rowe Price Blue Chip Growth R	
WFDXX	Wellis Fargo Discovery Admin	\$52,089.15	WAGYX	Wells Fargo Growth Y	
N/A	Nationwide Large Cap Growth Portfolio	\$27,584.06	RRBGX	T. Rowe Price Blue Chip Growth R	
N/A	Nationwide Variable Insurance Trust: Nationwide Multi-Manager NVT Small Company Fund	\$12,174.39	RRBGX	T. Rowe Price Blue Chip Growth R	
N/A	Fixed Assets	\$195,245.07	RRBGX	T. Rowe Price Blue Chip Growth R	
N/A	Nationwide Fixed Account	\$38,877.26	RRBGX	T. Rowe Price Blue Chip Growth R	
N/A	Nationwide Fixed Account	\$1,214,959.16	RRBGX	T. Rowe Price Blue Chip Growth R	
N/A	Nationwide Fixed Account	\$3,715,603.55	RRBGX	T. Rowe Price Blue Chip Growth R	
Total					

APPLIES ONLY TO PLANS WITH MONEY MARKET AND/OR STABLE VALUE FUNDS.

If I choose not to move assets from money market and stable value options, I understand that these assets will not be part of the Investment Fiduciary Service. If I do move assets from the money market and stable value options and close to move those assets to the NW Fixed, I understand (1) that although the Nationwide Fixed is the suggested mapping fund provided by Morningstar, I do not have to map these assets to this option to remain in the Morningstar Fiduciary Program, (2) the Nationwide Fixed has certain restrictions which might prevent a participant from reallocated their assets. Those restrictions are outlined in the NW Fixed contract.

APPLIES TO ALL PLANS:

Due to the unavailability of a cash asset class investment option in the Morningstar lineup or product level transfer restrictions any participant assets in any money market fund and any stable value fund on the day of the mapping will not be moved.

Future allocations intended for a money market investment or a stable value investment will be directed to the Nationwide Fixed. An individual Participant who does not wish for future contributions to go into the Nationwide Fixed can make an allocation change immediately after the new investment options are made available or by changing their allocations prior to the effective date of the new Fund Lineup.

Pursuant to my Investment Fiduciary Service Agreement, a suggested mapping matrix was provided to me, the Plan Sponsor, by Morningstar. I have completed any adjustments that I deem appropriate and approve the mapping as shown above and agree to all the terms stated above.

Plan Sponsor Signature

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with these investment options. For more detail about the payments Nationwide receives, please visit www.nrdn.com.

Supplemental Agreement and/or Request for Construction Change Change Order Request #2

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 asphalt coating to all of the 10' wide multi-use trail surfaces (~1,230 linear feet). Coating shall be _ type and "sandstone" color.

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

☐ Not Change, ☒ Increase by 30 days, ☐ Decrease by _____ days

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

Original Contract Amount: \$656,057.75

Approved Change Orders: \$6,390.50

Current Change Order: \$123,000.00

Pending Change Orders: \$ _____

Total Change Orders: \$129,390.50

Contract Completion Time with Change Orders: 120 days (Date: 2-7-19)

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 2**

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

Approved	By:	Engineer/CEI (Signature)	Date
	By:	Contractor (Signature)	Date
	By:	Surety (Signature)	Date
	By:	Owner (Signature)	Date

Approved for Eligibility By: _____
Local Programs (Signature) _____ Date _____



Summers-Taylor, Inc.

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

December 4, 2018

City Of Morristown
100 West 1st North Street
Morristown, TN 37816

Attn: Mr. Larry Clark

Re: Asphalt Color Coating – Freddie Kyle Greenway

Mr. Clark;

Per your request to get pricing on the asphalt coloring on the Freddie Kyle Greenway project, we could perform this work for \$10.00 per square foot. Enclosed is a color card for your use to decide upon a color should you choose to do this work.

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.

fashion colors



Smokey Mauve



Merlot



Sunset Blush



Taupe



Truffle



Driftwood



Fawn



San Diego Buff



Sandy Beige



Khaki



Irish Cream



Sandstone



TO: FILE
FROM: JAKE GREER
SUBJECT: FREDDIE KYLE GREENWAY PROJECT (PIN 118523.01)
DATE: DECEMBER 28, 2018
CC:

Justification for adding 30 days to contract with Change Order #2:

- Incurred 8 additional calendar days of delay to due TDOT' holiday closure.
- Incurred 9.5 weather days.
- Incurred 10 days of delay in pouring curb & gutter waiting on delivery of additional catch basin & 15" RCP requested near Sta. 3+50.
- Additional delays included waiting on Change Order #1 decision (delayed trailhead parking lot grading), waiting on the City's sewer contractor to complete their work & repair storm piping near East 5th North Street (delayed curb & gutter, trail and drive prep), and waiting on MUS to adjust water meters & service lines (delayed adjacent curb & gutter and trail prep).

-JG



From the Desk of

Debbie Stamey
Deputy Clerk/Executive Assistant
(423) 585-4603
e-mail dstamey@mymorristown.com

TO: Councilmembers

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER(S)

DATE: December 28, 2018

Mayor Chesney will make the following appointments at the January 2, 2019, City Council meeting.

Appointment of the 2019 Finance Committee and selection of Chair.

Industrial Development Board of The City of

Morristown

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

December 26, 2018

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

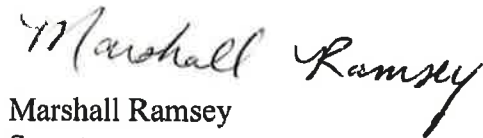
Dear Tony:

At a previously held meeting of the Industrial Development Board of the City of Morristown, the Board reviewed a request for the purchase of Lot 69R1 in the *East Tennessee Valley Industrial District*, consisting of 6.6564 acres.

The Industrial Development Board recommends the sale of this land at an agreed upon total purchase price of \$16,969.20 to Profile Partners. Additionally, the cost of the property survey will need to be paid from the proceeds of the sale.

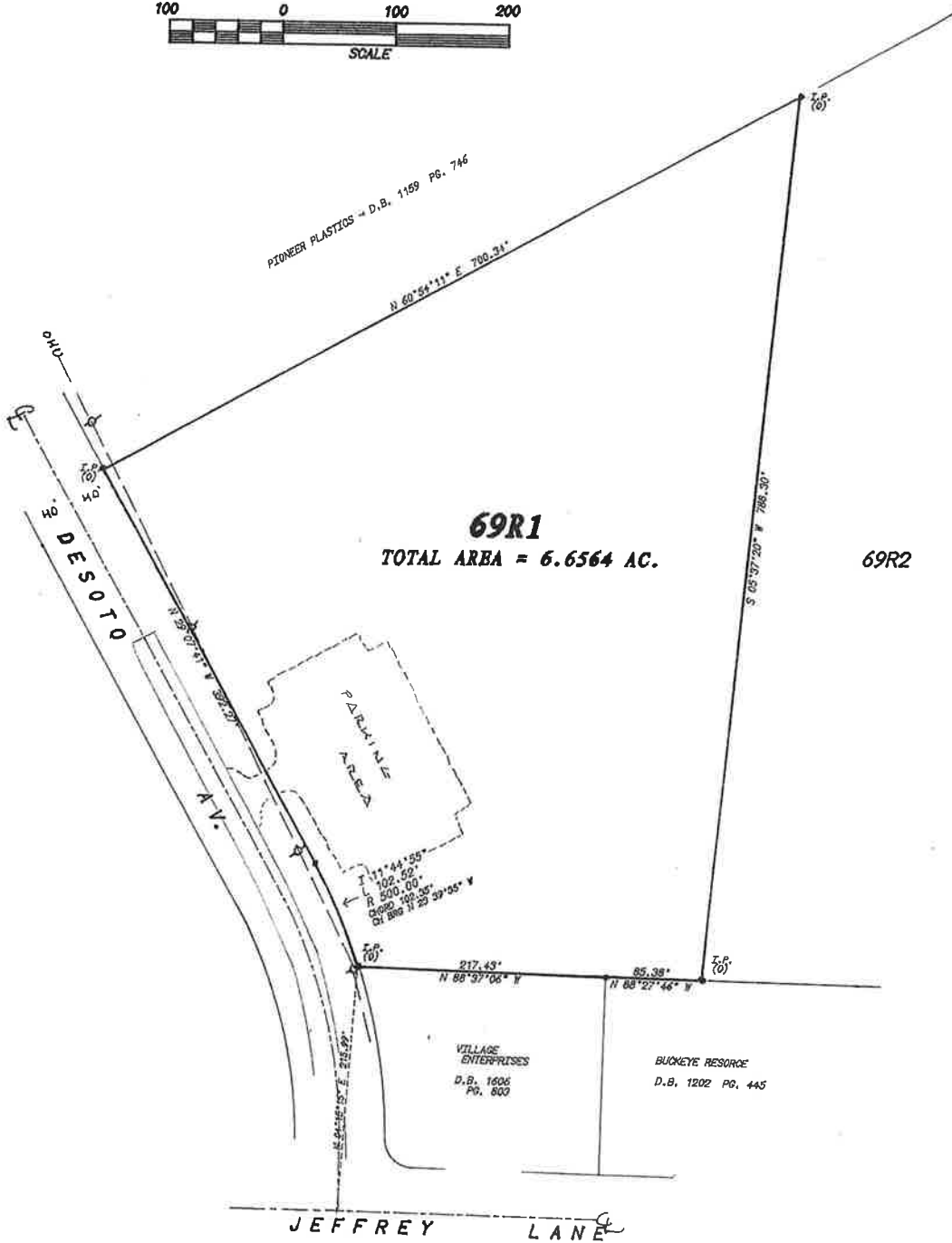
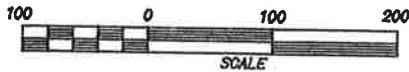
If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb



CITY of MORRISTOWN
TRACT 69R1
EAST TENNESSEE VALLEY INDUSTRIAL DISTRICT

MORRISTOWN, TENNESSEE
FIRST CIVIL DISTRICT HAMBLEN COUNTY
SCALE: 1" = 100' DATE: 12/18/2018

TAX MAP... 26 PARCELS... PT. 98.00
PLAT 048, "J" SLIDE J-43
W.B. 121 PG. 171

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS IS A CLASS "T"
SURVEY AND THE RATIO OF PRECISION OF THE
UNADJUSTED SURVEY IS 1:10,000 AS SHOWN
HEREON WHICH MEETS OR EXCEEDS MINIMUM
REQUIREMENTS FOR THE STATE OF TENNESSEE
BY WILLIAM H. SHOCKLEY DATE 12-18-18
TENN LIC NO 973



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

SURVEYOR'S CERTIFICATE
I hereby certify that the information shown
hereon is correct to the best of our knowledge.
By WILLIAM H. SHOCKLEY
Tenn. Registered Land Surveyor No. 973

FLOOD CERTIFICATION
I do hereby certify that I have examined the
Federal Insurance Administration Flood
Hazard Boundary Map and found that the
property shown hereon is not in a special
flood hazard area.

City of Morristown

Incorporated 1855



JACK KENNERLY
Assistant City Administrator

October 3, 2001

Mr. Thom Robinson, Secretary
Industrial Development Board of the City of Morristown
P. O. Box 9
Morristown, Tennessee 37815

Dear Thom,

Attached is a survey of a proposed resubdivision of lots in the East Tennessee Valley Industrial District. There are two adjacent tracts of land that we would like to be joined to Lot 69A, our police firing range.

The gravel entrance to the range encroaches on to Lot 69B, owned by Chair City Supply. The City has acquired a triangular portion of Lot 69B from Chair City which remedies that encroachment.

A restroom facility encroaches on to Lot 69R. City Council authorized the sale of Lot 69R to Berg Industries in August of 1996. For undetermined reasons that sale was never consummated, although Berg subsequently constructed a parking lot and did remediation of landfilled material on the western portion of the lot. Berg agrees that they wish to proceed with the acquisition of Lot 69R less the eastern portion of the lot designated "69R2" on the survey. The City wishes to retain that land to remedy the encroachment, to provide additional safety buffer for the live firearms practice, and to allow for future construction projects related to the firing range.

We do not have plans for construction at this time, but we will submit to the IDB for their review, any projects in the future.

Sincerely,

JACK

Jack Kennerly
Assistant City Administrator

Cc: Jim Crumley

