



**CITY OF MORRISTOWN, TN
CITY COUNCIL
REGULAR MEETING
PACKET
JULY 7, 2026
05:00 PM**



**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL REGULAR MEETING
JULY 7, 2026
05:00 PM**

PRE-MEETING WORK SESSION

4:00 P.M. Agenda Review and Citizen Forum

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Don Lamb, Morristown Fire Department Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADOPTION OF AGENDA

6. PROCLAMATIONS/PRESENTATIONS

a. Recognition

Recognition of 2026 National Fire Protection Association Rising Star - Danny Case, Fire Department Logistic Officer

b. Proclamation

Retirement Proclamation for Fire Department Lieutenant Allen Epps

c. Proclamation

Retirement Proclamation for Assistant City Administrator Larry Clark.

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

8. APPROVAL OF MINUTES

1. June 16, 2026

Attachment: [8_1 cc minutes 6-16-2026 draft.pdf](#)

9. OLD BUSINESS

a. Public Hearings & Adoption of Ordinances/Resolutions

b. Second & Final Readings/Adoption of Ordinances

1. Ordinance - Temporary Right of Way Closures

Being an Ordinance of the City Council of Morristown, Tennessee amending certain portions of Title 16 (Streets and Sidewalks, ETC.), of the Morristown Municipal Code (Temporary Right of Way Closures).

Attachment: [9b1 Ordinance - Temporary Right of Way Closures.pdf](#)

10. NEW BUSINESS

a. Resolutions

1. Resolution - Public Works Early Voting Location and Signage

Adopt a resolution establishing guidance for the placement of campaign signs at the Public Works facility when it is used as an early voting location.

Attachment: [10a1 Resolution - Public Works Early Voting Location and Signage.pdf](#)

b. Introduction and First Reading of Ordinances

1. Ordinance - Annexation of 863 Central Church Road

Approve the ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee on first reading repealing Ordinance No. 4838 previously adopted on May 19, 202. Annexation of property identified as Hamblen County Tax Map Parcel 032040 07801 located at 863 Central Church Road. {Public Hearing July 21, 2026}

Attachment: [10b1 Ordinance - Annexation of 863 Central Church Road.pdf](#)

c. Awarding of Bids/Contracts

1. Rock Salt Order - FY 27

Authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$95,000 via Statewide Contract (#507).

Attachment: [10c1 Rock Salt Order FY27.pdf](#)

2. Asphalt Rejuvenation Extension

Approve a one (1) year contract extension for Asphalt Rejuvenation with Pavement Technologies Inc.

Attachment: [10c2 Asphalt Rejuvenation Extension.pdf](#)

3. Change Order 1 for Landing Kitchen Modification Project

Approve Change Order No. 1 to the contract with Holston Construction, LLC for the Landing Kitchen Modification project, adding 76 days and \$3,923.09 to the total construction cost, and authorize the City Administrator to execute the same.

Attachment: [10c3 Change Order 1 Landing Kitchen Modification.pdf](#)

4. Police Department Recruitment & Retention Grant - Amendment No. 4

Acknowledge the execution of Amendment No. 4 to the Police Department's Recruitment & Retention Grant with the Tennessee Department of Commerce and Insurance.

Attachment: [10c4 PD Recruitment Retention Grant Amendment 4.pdf](#)

5. Geographic Information System (GIS) Software

Approve the sole source purchase of software and licensing for the GIS department from Environmental Systems Research Institute, Inc. (ESRI) totaling \$60,300 per year and authorize

the City Administrator to execute a contract for the same.

Attachment: [10c5 Geographic Information System Software.pdf](#)

6. Emergency Home Repair Program Revised Policy & Procedures Manual

Approve the Revised CDBG-Funded Emergency Home Repair Program Policy & Procedures Manual.

Attachment: [10c6 Emergency Home Repair Program Revised Policy and Procedures Manual.pdf](#)

7. Temporary Right-of-Way Closure Request - Peavine Alley

Authorize the temporary closure of right-of-way at the request of Southeast Industrial, LLC until August 21, 2026, for the continued work on buildings at 113, 115, and 117 N Cumberland.

Attachment: [10c7 Temporary Right-of-Way Closure Request - Peavine Alley.pdf](#)

8. Easement Sale to Atmos Energy at Lorino Lane

Authorize the sale of an easement to Atmos Energy at the corner of East Morris Boulevard and Lorino Lane to accommodate construction of a new supply line.

Attachment: [10c8 Easement Sale to Atmos Energy at Lorino Lane.pdf](#)

9. Inspection and Maintenance Agreement - Summit Greene

Approval of Inspection and Maintenance Agreement (I&M) with Summit Greene HOA, Inc. for property known as the Summit Greene S/D, Morristown, Tennessee.

Attachment: [10c9 Inspection and Maintenance Agreement - Summit Greene.pdf](#)

10. Inspection and Maintenance - Lot 1 Bell Melling Subdivision

Approval of Inspection and Maintenance Agreement (I&M) with Durham Landings MOB, LLC Inc. for property known as the Lot 1 of the Bell Property, Re-subdivision of Tract 3 of the Bell Melling Subdivision, Morristown, Tennessee.

Attachment: [10c10 Inspection and Maintenance Agreement - Lot 1 Bell Melling Subdivision.pdf](#)

11. Real Estate Broker Contract Extension

Approval to extend the current contract with LaBel Commercial Realty, LLC for real estate agent broker services for all real estate matters for 3 years, expiring June 30, 2029.

d. Boards and Commission Appointments

1. Board Appointment - Morristown Utilities Commission

Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five (5) year term to expire on July 31, 2031. Term expiring George McGuffin.

Attachment: [10d1 Board Appointment MU.pdf](#)

e. New Issues

1. Police Department Promotion - Patrol Sergeant

Approval of Promotion to Patrol Sergeant, Morristown Police Department.

Attachment: [10e1 and 2 Police Department Promotions.pdf](#)

2. Police Department Promotion - Patrol Corporal

Approval of Promotion to Patrol Corporal, Morristown Police Department

Attachment: [10e1 and 2 Police Department Promotions.pdf](#)

3. Fire Department Promotion - Lieutenant

Approval of Promotion to Lieutenant , Morristown Fire Department.

Attachment: [10e3_ 4 and 5 Fire Department Promotions and New Hires.pdf](#)

4. Fire Department Promotion - Driver/Engineer

Approval of Promotion to Driver/Engineer, Morristown Fire Department.

Attachment: [10e3_ 4 and 5 Fire Department Promotions and New Hires.pdf](#)

5. Fire Department New Hires

Approval to hire two (2) Entry Level Fire Firefighter for the Morristown Fire Department.

Attachment: [10e3_ 4 and 5 Fire Department Promotions and New Hires.pdf](#)

11.CITY ADMINISTRATOR'S REPORT

a. Line Item Transfers

General Fund - Document No. 2653 and 2654

Attachment: [11a Line Item Transfers.pdf](#)

12.COMMENTS FROM CITIZENS/MAYOR/COUNCILMEMBERS/COMMITTEES

a. Citizen Comments

b. Comments from Mayor/Councilmembers/Committees

13.ADJOURN

WORK SESSION

A Work Session will be held following the adjournment of the Regular meeting unless Beer Board meets in which case it will take place following the adjournment of Beer Board. Work Session Topics:
No Work Session Scheduled



**MINUTES
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL REGULAR MEETING
JUNE 16, 2026**

Call to Order and Roll Call

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place for the Council in the Morristown City Center at 5:00 p.m., Tuesday, June 16, 2026, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter.

Invocation and Pledge of Allegiance

Dr. Cynthia Thompson, Morristown Police Department Senior Chaplain, led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Adoption of the Agenda

When the time came to consider adoption of the agenda, Councilmember Pedigo made a motion to adopt the agenda with one edit to the proposed agenda, being that the planned Executive Session be moved up to immediately follow the adoption of the agenda. Councilmember A'Hearn seconded the motion. Mayor Chesney called for a vote. All voted in favor, and the motion passed.

Executive Session

Mayor Chesney recessed the meeting at 5:03 p.m. to go into Executive Session and reconvened at 5:28 p.m.

Citizen Comments about Agenda Items Only

Mayor Chesney opened the floor for citizens comments related to agenda items. No one spoke.

Approval of Minutes

Councilmember A'Hearn made a motion to approve the minutes of the June 2, 2026, meeting as circulated. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Previously Deferred Public Hearing of Resolution - Plan of Services for the Annexation of Greenbriar Road/W. Andrew Johnson Highway

A Public Hearing was held relating to the resolution adopting a Plan of Services for the annexation of properties identified as lots 31, 32, 33, 34 and 35 of the Cloyd L. Cornwell Estates as shown on a plat of same which appears of record in the Register's of Deeds Office for Hamblen County, Tennessee in Plat Book A Page 176. McKenzie Tucker, Debbie A'Hearn, Curtis Maples, Ann Chafin, Jerry Walker, Lisa Catron, Louis Chan, Perry Smith, Lisa Maples, Chris Ricci, Linda Noe, Diana Lee and Judy Stockard spoke. Councilmember Pedigo made a motion to deny the resolution. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Previously Deferred Ordinance - Annexation Request Greenbriar Road/W. Andrew Johnson Highway

Councilmember K. Senter made a motion to deny the Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, TN. Annexation of properties identified as Lots 31, 32, 33, 34 and 35 of the Cloyd L. Cornwell Estate as shown on a plat of same which appears of record in the Register's of Deeds Office for Hamblen County, TN in Plat Book A Page 176. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Public Hearing & Adoption of Ordinance - Adoption of FY27 Annual Budget

A Public Hearing was held relating to the proposed ordinance of the City of Morristown, Tennessee, Adopting the Annual

Budget for the Fiscal Year Beginning July 1, 2026, and ending June 30, 2027. Louis Chan spoke. Councilmember A'Hearn made a motion on second and final reading to approve the ordinance. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye". (Assigned Ordinance No. 4839)

Second & Final Reading/Adoption of Ordinance - Budget Amendment General Fund

Councilmember K. Senter made a motion on second and final reading to amend ordinance number 4806, The City of Morristown, Tennessee annual budget for fiscal year 2025-2026 necessary to appropriate funds for the scoreboard replacement at Sherwood Park and to increase appropriations for other operational items and to establish the funding source. Councilmember Pedigo seconded the motion and upon roll call all voted "aye". (Ordinance No. 4806.13)

Resolution - Appropriation for FY27 Not for Profits

Councilmember Pedigo made a motion to approve the Resolution of the City Council of Morristown, Tennessee authorizing the disbursement to ALPS, Boys & Girls Club of Morristown Inc., Child Advocacy Center for the 3rd Judicial District, Crocket Tavern, Friends of Hospice of The Lakeway Area, Girls, Inc., Hola, Holston United Methodist Home For Children / Hope & Thrive Academy, Keep Morristown Hamblen Beautiful, M.A.T.S., McNabb Center, M-H Child Care Centers, M-H Imagination Library Advisory Council, Morristown's Task Force On Diversity, Rose Center, Safe Space, and Senior Citizens Center of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2026/2027 fiscal year budget. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye". (Assigned Resolution No. 2026-15)

Introduction & First Reading of Ordinance - Temporary Right of Way Closures

Councilmember K. Senter made a motion on first reading to approve the ordinance of the City Council of Morristown, Tennessee amending certain portions of Title 16 (Streets and Sidewalks, ETC.), of the Morristown Municipal Code (Temporary Temporary Right of Way Closures). Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

ROW Acquisition Services - Greenway Phase 5

Councilmember A'Hearn made a motion to approve an agreement with engineering firm RK&K for consulting services associated with the acquisition of right-of-way for the Greenway Phase 5 project, and authorize the City Administrator to execute the same. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Asphalt Resurfacing and Sidewalk Extension

Councilmember K. Senter made a motion to approve a one (1) year contract extension for Asphalt Resurfacing and Sidewalks with Summers Taylor Inc. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Change Order 1 for MAID Pond Maintenance Project

Councilmember Pedigo made a motion to approve Change Order No. 1 (and final) to the contract with Complete Construction Management, LLC for the MAID Pond Maintenance project, adding \$44,381.08 to the total construction cost, and authorize the City Administrator to execute the same. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

CDBG Emergency Home Repair Program

Councilmember K. Senter made a motion to approve a CDBG Sub-recipient agreement with Tennessee's Community Assistance Corporation (TCAC) to administer CDBG-funded Emergency Home Repair activities, and authorize the City Administrator to execute the same. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Microsoft License Renewals

Councilmember A'Hearn made a motion to rescind prior approval of the bid for the Microsoft Office 365 licensing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Surplus Items from Morristown Landing and Fire Department

Councilmember Pedigo made a motion to declare surplus one (1) dishwasher, forty-one (41) round tables, nine (9) desk style tables, twelve (12) trashcans, one (1) kitchen sink for the Landing, and one (1) air compressor for the Fire Department that have been removed from service and are no longer being utilized. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

East Morris Resurfacing Grant Agreement Amendment No. 4

Councilmember K. Senter made a motion to approve Amendment No. 4 to the grant agreement with the Tennessee Department of Transportation relative to the East Morris Resurfacing project (PIN 127267.00), and authorize the Mayor to execute the same. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Apron Rehab Change Order & Work Authorization Supplement

Councilmember K. Senter made a motion to approve Change Order No. 1 to the contract with the Summers Taylor, approve a Work Authorization supplement with Goodwyn Mills Cawood - both relative to the Apron Rehabilitation project at the Morristown Regional Airport, and authorize the City Administrator to execute both documents. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Fire Department Promotion - Lieutenant

Councilmember Bivens made a motion to approve the promotion of John Heatherly to Lieutenant, Morristown Fire Department. Councilmember Pedigo seconded the motion and roll call; all voted "aye".

Fire Department Promotion - Driver/Engineer

Councilmember Bivens made a motion to approve the promotion of Austin Rutherford to Driver/Engineer, Morristown Fire Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Line Item Transfers

The City Administrator reported on Line Item Transfers: General Fund - Document Nos. 2646, 2649-2652; Storm Water Fund - Document No. 2605.

Citizen Comments

Mayor Chesney opened the floor for citizens comments unrelated to the agenda. Louis Chan, Jerry Walker and Linda Noe spoke.

Adjourn

Mayor Gary Chesney adjourned the June 16, 2026, Morristown City Council meeting at 6:31 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: July 7, 2026
SUBJECT: Temporary Right-of-Way Closure Ordinance

GENERAL:

Staff is proposing to add a new section to TITLE 16, STREETS AND SIDEWALKS, CHAPTER 1, GENERAL PROVISIONS which would formalize the process for the temporary closure of a public right-of-way (ROW). The primary purpose is to allow for construction in the ROW and to ensure any activity is safely managed, causes minimal disruption to traffic, and provides for the restoration of any damaged area back to its original condition.

Since the first reading, staff has made some minor amendments to the proposed ordinance. The first amendment is to clarify that the application should be submitted to the Public Works Department to begin the review process. Second, staff amended the property notification process to have City send out the notifications to affected property owners. The third proposed amendment would be to increase the application fees for "Extended Closures" from \$50 to \$100 to cover the additional cost of postage.

RECOMMENDATION:

Staff recommends that the City Council approves the proposed amendment.

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TITLE 16 – WORK IN THE RIGHT-OF-WAY

CHAPTER 1 - GENERAL REGULATIONS

Sec. 16-117. -Work in the Right-of-Way/ Right-of-Way Closure Permit.

(a) *Purpose:*

The primary purpose of a "Work in the Right-of-Way/Closure Permit" is to allow the temporary closure of a public right-of-way (ROW) for construction and to ensure any activity is safely managed, causes minimal disruption to traffic, and provide for the restoration of any damaged area back to its original condition.

This section shall not apply to those governmental agencies/utilities which are otherwise authorized to work in the ROW. Any work proposed in the State's ROW must receive approval from the Tennessee Department of Transportation prior to submitting an application to the City and proof of this approval shall be submitted to the City.

(b) *Application for right-of-way closure*

All applications for right-of-way closures will be submitted to the Public Works Department.

(1) Short-Term Closures.

Any request for a short-term ROW closure (a closure request of less than 30 days) must be submitted fourteen (14) days prior to the proposed closure. Short-term closures may be approved by the City Administrator and/or his/her designee after review by the City's Traffic Team.

(2) Extended Closures

Any request for an extended ROW closure (a closure request of 30 days or more) must be submitted thirty (30) days prior to the proposed closing. Extended closures require approval by the City Council.

The City Administrator may waive the application deadlines if he/she finds that unusual circumstances or good cause exists and no unreasonable burden upon the City or its citizens will be created by

this waiver. Nothing herein prevents the City Administrator from forwarding any short-term closure requests to the City Council for consideration – particularly those of unique or extraordinary nature.

(c) *Fees*

~~Application fee for a Work in the Right of Way is \$50.~~
Application fee for a Short-Term Closure Permit is \$50. The
application fee for an Extended Closure Permit is \$100.

(d) *Fines*

If an individual/entity fails to submit an application and obtain a Work in ROW Permit, the City shall be permitted to pursue all available legal remedies, including, but not limited to, the issuance of a stop work permit, prosecution of criminal offenses, and violations under the City Code of Ordinances, which may include the imposition of daily penalties at the rate of fifty dollars (\$50.00) per day, plus court costs. If the individual/entity subsequently applies for a Work in ROW Permit, the application fee shall be one hundred and fifty dollars (\$150.00).

(e) *Temporary traffic control measures/barricades/ "Plan to detour traffic"*

Except as noted below, the applicant shall be responsible for the placement and maintenance of required barricades and signs for any required traffic-directing personnel. Proposed detour routes shall be submitted with the road closure permit application. Traffic control measures must meet the most current Manual on Uniformed Controlled Devices (MUTCD) as adopted by the State of Tennessee.

(f) *Hold harmless/Liability Insurance*

Applicants shall furnish suitable indemnity insurance or a bond in the amount of one million dollars (\$1,000,000) to protect and hold the City harmless from any liability in connection with the conduct of the proposed activity. Proof of Insurance is not required at the time of the submission of the application, but shall be submitted to the City at least forty-eight (48) hours prior to the closure. If the required insurance/bond is not submitted, the City reserves the right to revoke the Work in ROW permit.

(g) *Notification to businesses affected by the temporary ROW closure.*

The ~~applicant~~ City shall notify all property owners and/or businesses adjoining the temporary ROW closure and the Hamblen County Emergency Communications District at least seven (7) days prior to closure and include dates and times of the closure. Additional notification ~~may shall~~ be provided to other properties in the vicinity depending on the nature and impact of the proposed closure. ~~The City will notify the applicant of any additional notifications that need to be provided.~~

(h) *Denial or Revocation of permit*

A denial or revocation of a ROW closure permit may be appealed to the City Council. A written statement of appeal must be submitted within ten (10) working days of the date of the decision or action being appealed.

(i) *Other City permits.*

The issuance of a Work in the ROW permit does not relieve the applicant of the responsibility to obtain any other necessary City permits, licenses or approvals, including but not limited to, building permits, business licenses and Special Use or Special Occasion Permits.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING CERTAIN PORTIONS OF TITLE 16 (STREETS AND SIDEWALKS, ETC),
OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown Title 16 – Streets
and Sidewalks, ETC., Chapter 1 – General Provisions is amended to include the following:

Sec. 16-117. -Work in the Right-of-Way/ Right-of-Way Closure Permit.

(a) *Purpose:*

The primary purpose of a "Work in the Right-of-Way/Closure Permit" is to allow the temporary closure of a public right-of-way (ROW) for construction and to ensure any activity is safely managed, causes minimal disruption to traffic, and provide for the restoration of any damaged area back to its original condition.

This section shall not apply to those governmental agencies/utilities which are otherwise authorized to work in the ROW. Any work proposed in the State's ROW must receive approval from the Tennessee Department of Transportation prior to submitting an application to the City and proof of this approval shall be submitted to the City.

(b) *Application for right-of-way closure*

All applications for right-of-way closures will be submitted to the Public Works Department.

(1) Short-Term Closures.

Any request for a short-term ROW closure (a closure request of less than 30 days) must be submitted fourteen (14) days prior to the proposed closure. Short-term closures may be approved by the City Administrator and/or his/her designee after review by the City's Traffic Team.

(2) Extended Closures

Any request for an extended ROW closure (a closure request of 30 days or more) must be submitted thirty (30) days prior to the proposed closing. Extended closures require approval by the City Council.

The City Administrator may waive the application deadlines if he/she finds that unusual circumstances or good cause exists and no unreasonable burden upon the City or its citizens will be created by this waiver. Nothing herein prevents the City Administrator from forwarding any short-term closure requests to the City Council for consideration – particularly those of unique or extraordinary nature.

(c) *Fees*

Application fee for a Short-Term Closure Permit is \$50. The application fee for an Extended Closure Permit is \$100.

(d) *Fines*

If an individual/entity fails to submit an application and obtain a Work in ROW Permit, the City shall be permitted to pursue all available legal remedies, including, but not limited to, the issuance of a stop work permit, prosecution of criminal offenses, and violations under the City Code of Ordinances, which may include the imposition of daily penalties at the rate of fifty dollars (\$50.00) per day, plus court costs. If the individual/entity subsequently applies for a Work in ROW Permit, the application fee shall be one hundred and fifty dollars (\$150.00).

(e) *Temporary traffic control measures/barricades/ "Plan to detour traffic"*

Except as noted below, the applicant shall be responsible for the placement and maintenance of required barricades and signs for any required traffic-directing personnel. Proposed detour routes shall be submitted with the road closure permit application. Traffic control measures must meet the most current Manual on Uniformed Controlled Devices (MUTCD) as adopted by the State of Tennessee.

(f) *Hold harmless/Liability Insurance*

Applicants shall furnish suitable indemnity insurance or a bond in the amount of one million dollars (\$1,000,000) to protect and hold the City harmless from any liability in connection with the conduct of the proposed activity. Proof of Insurance is not required at the time of the submission of the application, but shall be submitted to the City at least forty-eight (48) hours prior to the closure. If the required insurance/bond is not submitted, the City reserves the right to revoke the Work in ROW permit.

(g) *Notification to businesses affected by the temporary ROW closure.*

The City shall notify all property owners and/or businesses adjoining the temporary ROW closure and the Hamblen County Emergency Communications District at least seven (7) days prior to closure and include dates and times of the closure. Additional notification may be provided to other properties in the vicinity depending on the nature and impact of the proposed closure.

(h) *Denial or Revocation of permit*

A denial or revocation of a ROW closure permit may be appealed to the City Council. A written statement of appeal must be submitted within ten (10) working days of the date of the decision or action being appealed.

(i) *Other City permits.*

The issuance of a Work in the ROW permit does not relieve the applicant of the responsibility to obtain any other necessary City permits, licenses or approvals, including but not limited to, building permits, business licenses and Special Use or Special Occasion Permits.

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 second and final reading this the ____ day of ____ 2026.

Mayor

ATTEST:

City Administrator

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Adopt a resolution establishing guidance for the placement of campaign signs at the Public Works facility when it is used as an early voting location.

Prepared By: Andrew Ellard

Subject: Public Works Early Voting Location and Signage

Background: In 2026, the City allowed the Hamblen County Election Commission to begin using the Training Room at Public Works for an early voting location.

Findings/Current Activity:

In hindsight, it is apparent that the same rules/guidelines for the placement of campaign signage were not applied at Public Works as they were at locations such as the courthouse. The Administrator of Elections recommended that because this was a City-owned facility, that the City should consider rules similar to those established by the County.

This resolution establishes a reasonable distance from the Public Works facility within which signage may be placed. It also mirrors rules established by the County as it relates to size and quantity limitations. To protect the irrigation at the facility, this resolution also prohibits the use of posts.

Financial Impact:

None.

Action options/Recommendations:

Staff recommends approval.

Attachment: Resolution and map

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RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AUTHORIZING THE TEMPORARY PLACEMENT OF POLITICAL SIGNS IN THE CLOSE
PROXIMITY OF THE POLLING STATION LOCATED WITHIN THE MORRISTOWN
PUBLIC WORKS FACILITY

WHEREAS, signs provide an important medium through which individuals and organizations may convey a variety of messages; and

WHEREAS, signs can also create traffic hazards, aesthetic concerns and threaten the public health, safety and welfare of a community; and

WHEREAS, the City desires to regulate the temporary freestanding signage placed on City property to prevent visual clutter and to allow all candidates the opportunity to place signs which are unobstructed while providing for effective means of communication, consistent with constitutional guarantees; and

WHEREAS, it is not the City's purpose or intent of this resolution to regulate the message displayed on any sign placed on City property rather it is the intent of the City to limit temporary signs on City property by limiting their size, number, appearance, and frequency and time of display on City property;

NOW, THEREFORE, BE IT RESOLVED that any temporary signage placed on the grounds of the Public Works Facility or the Morristown Landing must meet the following criteria:

- a) Only signage related to the facility's use as a voting location is allowed, and as such, the allowance for such signage on the premises only applies when the facility is actively being used as such.
- b) Political signs must be placed a minimum of 100 feet from the entrance to a polling station, but no further than 300 feet. (see attached Map A)
- c) Only one sign per property is permitted to be displayed by an individual and/or organization authorized to display signage on the above City properties;
- d) The sign cannot exceed 8 square feet in size. When a sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces;
- e) Signs may be placed in the ground by wire-style frames but shall not allow t-posts or other posts into the ground.
- f) Signs shall not be placed in traffic islands with the Public Works Facility or Morristown Landing's parking lots.
- g) Signs shall not be placed in the landscape median of Durham Landing.
- h) In order to protect site distances of vehicles, signs shall not be placed with twenty-five (25) feet of parking lot entrance or exit.

Resolution No. 2026-____ Public Works Early Voting Location and Signage

- i) The sign shall be displayed for a time period not to exceed 30 consecutive days and a total of 90 days in any one calendar year. There must be 30 days in between sign placements;
- j) Each sign must be professionally printed. Hand-drawn or hand-painted signs are not permitted;

BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage on this the 7th day of July, 2026.

ADOPTED THIS THE 7th DAY OF JULY 2026.

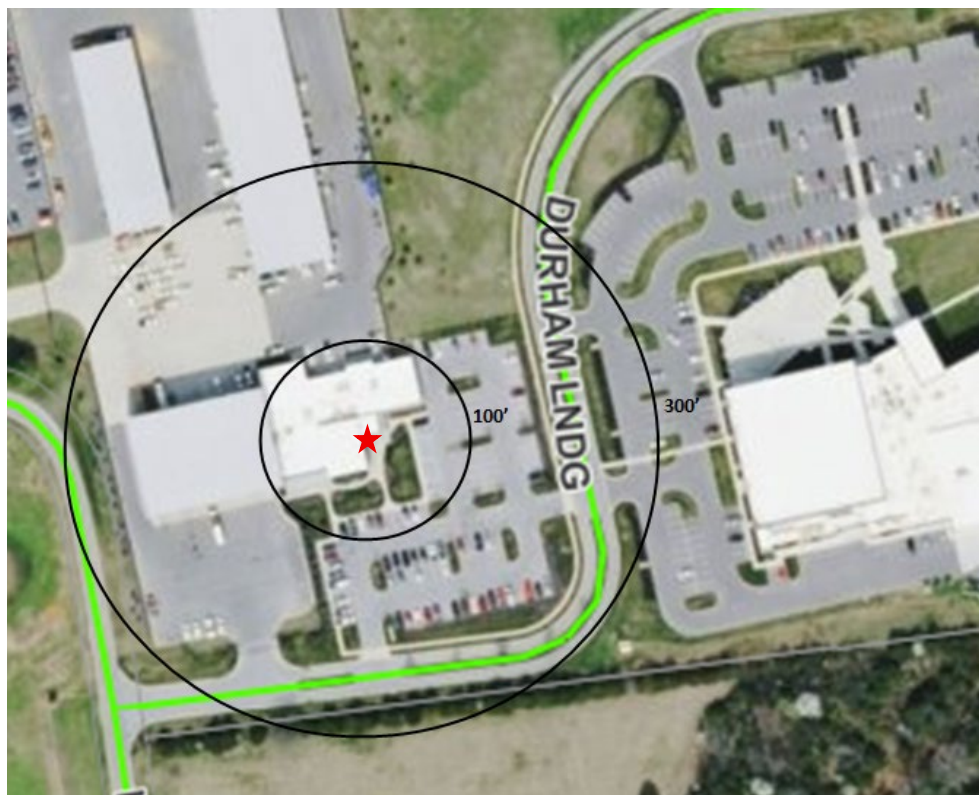
MAYOR

ATTEST:

CITY ADMINISTRATOR

Resolution No. 2026-___ Public Works Early Voting Location and Signage

Map A



Resolution No. 2026-___ Public Works Early Voting Location and Signage

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Sabrina Seamon Tomassoni, Planner
DATE: July 21, 2026
REQUEST: Annexation of 863 Central Church Rd. as MHP (Mobile Home Park) zoning

BACKGROUND:

As part of a multiphase plan to expand Westside Mobile Home Court, the property owners are requesting to annex their remaining adjacent .33-acre parcel (parcel ID: 032040 07801), addressed 863 Central Church Road into the city limits of Morristown with the zoning of MHP (Mobile Home Park District).

Co-applicant Cantrell Engineering & Surveying, PLLC, has submitted a general concept plan for the later phases of the expansion, demonstrating an initial strategy for connecting utilities and private roadways to the currently vacant parcel. What is tentatively proposed in the aforementioned concept (only) plan along with the infrastructure elements detailed in the separate approved (by the Planning Commission) first phase (Phase 2A) site plan, would make it feasible for this parcel to receive city services. The Planning Commission has voted to recommend approval of this annexation.

Concerns have been voiced by neighboring residents regarding the conditions of the existing Westside Mobile Home Court, annexed into the City in 1988, and possible development elements of this property along with the adjacent 8.4 acre parcel, annexed into the City with MHP zoning in 1989, but this request is for the annexation of the vacant .33-acre parcel only. If annexed, the owners will have to submit, and go back before the Planning Commission with a fully vetted site plan before this parcel would be developed as part of the mobile home park expansion. If not annexed, there are still avenues for the owners to develop the parcel in a complimentary fashion, but under the County regulations. The parcel is adjacent to MHP district to the south and otherwise surrounded by the County's R-1 Residential District zoning. This parcel is not located in a flood plain (map: 47063C0130E).



RECOMMENDATION:

Given the size of the parcel, its potential to receive city services, and it is adjoined on two sides by property already zoned MHP district, staff and Planning Commission would ask the City Council to approve this annexation request of 863 Central Church Road (parcel ID: 032040 07801) into the city limits of Morristown with the zoning of MHP (Mobile Home Park District).

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ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO
INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF
MORRISTOWN, TENNESSEE

*Annexation of property identified as Hamblen County Tax Map Parcel 032040 07801 located at 863
Central Church Road as shown in Exhibit A.*

Section 1. WHEREAS , it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:

BEGINNING at an iron pin in the western edge of Central Church Road at the northwestern corner of Tract 2 (Parcel 078.02) and the corporate limit line of Morristown; thence with the line of Tract 2 (Parcel 078.02) and the corporate limit line of Morristown two calls: (1) South 75 degrees 49 minutes 00 seconds West 149.84 feet; thence (2) North 23 degrees 51 minutes 00 seconds West 99.62 feet to an iron pin in at the northern most corner of Tract 2; thence leaving the corporate limit line of Morristown, North 75 degrees 57 minutes 00 seconds East 143.74 feet to an iron pin in the western edge of Central Church Road; thence along the western right away of Central Church Road, South 27 degrees 18 minutes 46 seconds East, 100.50 feet to the point of beginning containing 0.330 acres, more or less, according to the survey dated August 9th 2021 by William H Shockley. TNRLS # 973.

BEING THE SAME PROPERTY CONVEYED by the following deeds of record: Warranty Deed dated September 29, 2022, of record in Book 2002, Page 604 in the Registers Office for Hamblen County, Tennessee; Warranty Deed dated June 30, 2022 of record in Book 1986, Page 100, in the Registers Office for Hamblen County, Tennessee; Warranty Deed dated December 28, 2001, of record in Book 850, Page 563 in the Registers Office for Hamblen County, Tennessee.

2. Mobile Home Park District (MHP) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become effective from and after its passage, the public welfare requiring it.
4. This ordinance repeals and replaces any prior annexation or similar ordinances for this property.

Passed on second and final reading the 21st day of July 2026.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$95,000 via Statewide Contract (#507)

Prepared By: Jeanna Vanek

Subject: Rock Salt Order – FY 27

Background: During Fiscal Year 26, we were unable to purchase salt as planned because of supplier shortages due to the winter storms. The funds originally set for this purchase have been carried over into Fiscal Year 27, allowing us to combine them with the new budget and placing multiple orders for future winter weather needs.

Findings/Current Activity:

Pricing for the rock salt has been approved under statewide contract #507. Morton Salt Company has been awarded the contract for our region, Region #1, of the state. Public Works will order salt as needed throughout the FY27 winter season.

Financial Impact:

Funding, totaling \$95,000 has been appropriated in the FY27 budget

Action options/Recommendations:

Staff recommends approval.

Attachment: SWC #507

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SWC #507 Rock Salt **Contract Information and Usage Instructions**

Contract Period:

Start Date – June 1, 2025

End Date – May 31, 2028, with two (2) one-year renewal options remaining

Summary/Background Information:

This contract includes product and delivery of Rock Salt for all State agencies, local governmental units, higher education institutions, and eligible 501(c)(3) tax-exempt corporations. All orders of 150 tons or larger are required to use this contract.

State Contract Administrator:

Lauryen Harris

Category Specialist

Central Procurement Office

(615) 361-4868

Lauryen.Harris@tn.gov

Contractor Contact Information:

Cargill Inc.

Contract Number: 87298

Main:

salt_customer@careroadsafety@cargill.com

Amanda Knaus

(800) 600-7258

Amanda_Knaus@cargill.com

24950 Country Club Blvd., Suite 450 North

Olmstead, OH 44070

Compass Minerals America, Inc

Contract Number: 87299

Main:

highwaygroup@compassminerals.com

Phone (Orders): 1-800-323-1641

Austin Hilbrands

hilbrandsa@compassminerals.com

9900 W 109th St. Suite 100

Overland Park, KS 66210

Morton Salt Inc.

Edison Contract Number: 87297

Andrew Lorenzini

(312) 807-2859

alorenzini@mortonsalt.com

444 W Lake St. Ste. 3000

Chicago, IL 60606

Usage Instructions:

1. Specific Ordering Information:

- a. Locate the Contractor that is appropriate for your county/bin location through the "SWC 507 Rock Salt TDOT and County Pricing Sheet" listed on the following website; <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>
- b. Contact the appropriate Contractor and submit a purchase order for your needs.
- c. Please see the contract line items for pricing information

2. General Delivery Information:

- a. Pick up is not allowed on this contract. All salt must be delivered directly to the purchasing agency by the Contractor.
- b. Deliveries shall be completed within thirty (30) days of order unless otherwise requested by the purchasing Authorized User.
- c. Deliveries must be completed during regular State business hours (Monday - Friday, 8:00 AM – 4:30 PM, excluding authorized State holidays), unless otherwise requested by the purchasing agency.

3. Minimum Order Requirements:

Per section 7.2. of the Terms and Conditions, the minimum order under this Contract is one hundred fifty (150) tons.

4. Local Government/Non-TDOT Usage Instructions:

- a. Non-TDOT Authorized Users shall provide an estimated quantity to the Contractor by October 1 of each contract year. Estimates provided by non-TDOT Authorized Users are not a guarantee or commitment of quantity to purchase.
- b. If a non-TDOT entity informs their Contractor of their intent to purchase by October 1 of each contract year the Contractor will be obligated to provide service to that respective non-TDOT entity. However, if a non-TDOT Authorized User does not provide the estimated quantity to the Contractor by October 1, whether or not to provide services to the non-TDOT Authorized User will be at the discretion of the Contractor.

Central Procurement Office • Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Tel: 615-741-1035 • Fax: 615-741-0684 • tn.gov/generalservices/

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Approve a one (1) year contract extension for Asphalt Rejuvenation with Pavement Technologies Inc.

Prepared By: Jeanna Vanek

Subject: Asphalt Rejuvenation Extension

Background: Council approved the existing contract on September 2, 2025, following an invitation to bid for the services, which allowed for a one-year extension.

Findings/Current Activity: The vendor has continued to demonstrate excellent performance in rejuvenation services.

Financial Impact: Payment terms remain the same as the original proposal.

Action options/Recommendations:

Recommend approval of a one (1) year contract extension and authorize the City Administrator to enter into an agreement for one (1) year contract extension.

Attachment: Contract extension.

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ADDENDUM TO ASPHALT REJUVENATION CONTRACT AND AGREEMENT

This Contract and Agreement is entered into this ____ day of _____ 2026, by and between **THE CITY OF MORRISTOWN, TENNESSEE** ("City") and **PAVEMENT TECHNOLOGY INC.**, a Corporation authorized to do business in the State of Tennessee ("Contractor").

WITNESSETH

Whereas, on or about September 2, 2025, the City entered into a contract for Asphalt Rejuvenation, and

Whereas, the Contract provided that the City reserved the option to extend the term of the Contract for an additional one (1) year, provided that Pavement Technology Inc can guarantee the same prices under the Contract for that extension, and

Whereas, Pavement Technology Inc does agree to guarantee the same prices to the City and the City does intend to exercise its right to extend the Contract for an additional one (1) year; and

Whereas, the City and Pavement Technology Inc do hereby intend to enter into this Addendum in order to extend the Contract for an additional one (1) year.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Scope of Services.** The Bid of Contractor, including, without limitation, the Terms and Conditions and Overview of the project therein set out in the Invitation to Bid, is incorporated by reference as if fully set out here and is also attached as an Exhibit to this Contract. Specifically, the Contractor agrees to do the Asphalt Rejuvenation per the bid specifications.
2. **Time for Completion.** Upon execution of this Agreement, the Contractor shall be permitted to immediately begin work on the project. The Contractor shall complete the Asphalt Rejuvenation on or before June 30, 2028. However, in the City's sole discretion, the time to complete the project and the term of the contract may be extended.
3. **Insurance.** Contractor shall maintain throughout the term of this Contract and Agreement General Liability coverage, including bodily injury, property damage and automobile liability, in minimum amounts of \$1,000,000.00 per occurrence and shall name the City as an additional insured. Additionally, Contractor shall maintain the statutorily required workers compensation insurance and shall provide proof of said insurance policies to the City.

4. **Compensation.** The Contractor agrees to perform all required work for the scope of the project and services, and the City agrees to pay the price for each item per the bid specifications. Payment shall be made by the City within 30 days of each invoice. If there are any requested additions and/or deductions to the above stated prices, this must be agreed upon in writing by both parties.
5. **General Provisions.** Any alteration or deviation from the specifications stated in the Invitation to Bid and Contractor's bid and those stated herein, including but not limited to any such alterations or deviation involving additional material and/or labor costs, will be executed and approved only upon a written order for same, signed by the City and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the compensation for this contract.
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 *Tennessee Code Annotated* §12-12-106.
7. **Termination.** The City reserves the right to terminate this Agreement based upon the poor performance of the Contractor or the inability of the Contractor to meet the time for completion as stated above. In the event of said termination, the City shall provide the Contractor with ten (10) days written notice and the Contractor shall stop all work on the project. The City shall compensate the Contractor for any supplies purchased, provided they meet the City's required specifications, and for any work completed.
8. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Pavement Technology Inc

By: _____

By:  _____

Its: _____

Its: Secretary/Treasurer _____

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Approve Change Order No. 1 to the contract with Holston Construction, LLC for the Landing Kitchen Modification project, adding 76 days and \$3,923.09 to the total construction cost, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Change Order 1 for Landing Kitchen Modification project

Background: This project to convert the catering kitchen to a full service kitchen required a minor update to the electrical specification and also added 76 days to accommodate delays with mechanical equipment as well as days when events in the facility limited what construction work could occur.

Findings/Current Activity:

This change order is expected to be the only change necessary to complete the project.

Financial Impact:

The cost of the project is covered by the financing originally established for the construction of the Landing. The added \$3,923.09 for the change order brings the final total cost of the contract to \$441,923.09.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order

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AIA® Document G701® – 2017
Change Order

PROJECT: <i>(Name and address)</i> Morristown Landing Kitchen Modifications 4355 Durham Lndg Morristown, TN 37814	CONTRACT INFORMATION: Contract For: Additional Contract Time & Electrical Upgrades Date: 06-29-2026	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 06-29-2026
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North St. Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Lose & Associates, Inc. DBA LOSE DESIGN 18 Emory Pl, Suite 300 Knoxville, TN 37917	CONTRACTOR: <i>(Name and address)</i> Holston Construction, LLC 1719 N 6th Avenue Knoxville, TN 37917

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.)

This change order recociles the previously executed COR #1 and COR #2 and allocates all cost impacts to the original contract sum.

COR #1 - Contract Time Extensions

Extension Request 1: Ten (10) Days Per the Owner and Architect requestsat the initial start of the job, requesting 10 days due to No Noise/Minimal Noise Days for events.

Extension Request 2: Fifty-Six (56) Days due to RTU manufacturing delay.

Extension Request 3: Ten (10) Days due to testing in April.

COR #2 - Electrical Upgrades

Provide power to additional combi oven in the new kitchen.

Provide and install (1) 60amp 3PH 208volt shunt trip breaker.

Provide and install type MC cable for the power feed above the ceiling and EMT conduit where exposed.

Provide and install (1) 60amp 3PH 208volt receptacle.

Provide and install (1) cord connection and plug on the combi oven.

The original Contract Sum was	\$ 438,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 438,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,923.09
The new Contract Sum including this Change Order will be	\$ 441,923.09

The Contract Time will be increased by Seventy-Six (76) days.

The new date of Substantial Completion will be 07-28-2026

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.

ARCHITECT *(Signature)*

BY: Kiersten Cedeno, Architect

(Printed name, title, and license number if required)

Date

CONTRACTOR *(Signature)*

BY: David Decker, President

(Printed name and title)

Date

OWNER *(Signature)*

BY: Andrew Ellard, City Administrator

(Printed name and title)

Date

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User Notes: (6a42a9a6265b2a00c34ba2b7)

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Acknowledge the execution of Amendment No. 4 to the Police Department's Recruitment & Retention Grant with the Tennessee Department of Commerce and Insurance.

Prepared By: Andrew Ellard

Subject: PD Recruitment & Retention Grant – Amendment No. 4

Background: This grant funds up to \$16,666.66 per year until March of 2029 for eligible recruitment and retention incentives.

Findings/Current Activity:

Amendment No. 4 is presented at the request of the state to update contact information and other administrative details. There are no financial changes..

Financial Impact:

None. This amendment makes no changes to the financial details of the grant.

Action options/Recommendations:

Staff recommends approval.

Attachment: Amendment No. 4

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10-31-24 AMEND-G

 GRANT AMENDMENT					
Agency Tracking # 33501-2648257		Edison ID Non-Edison Contract 77833-114		Contract # Non-Edison Contract 77833-114	
				Amendment # 4	
Contractor Legal Entity Name City of Morristown					Edison Vendor ID 0000004108
Amendment Purpose & Effect(s) To change the State's contact information in Contract Section C.5., Invoice Requirements, and in Section D.8., Communications, and to update Grant Contract Attachment A, Grant Budget.					
Amendment Changes Contract End Date: ☐ YES ☒ NO				End Date: March 19, 2029	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$ 0.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$16,666.66				\$16,666.66
2025	\$16,666.66				\$16,666.66
2026	\$16,666.66				\$16,666.66
2027	\$16,666.66				\$16,666.66
2028	\$16,666.68				\$16,666.68
2029	\$16,666.68				\$16,666.68
TOTAL:	\$100,000.00				\$100,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					<i>CPO USE</i>
Speed Chart (optional) Account Code (optional)					

10-31-24 AMEND-G

**AMENDMENT FOUR
OF CONTRACT 77833-114**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Morristown, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section C.5. is deleted in its entirety and replaced with the following:

- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing - Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

Executive Secretary, POST Commission
3025 Lebanon Pike
Nashville, TN 37214
POST.grants@tn.gov

- a. Each Cost Sharing - Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Grantee Name.
 - (2) Name and Signature of the Grantee's Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
 - (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
 - (1) Grantee's Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

2. Grant Contract Section D.8. is deleted in its entirety and replaced with the following:

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

10-31-24 AMEND-G

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Executive Secretary, POST Commission
3025 Lebanon Pike
Nashville, TN 37214
POST.grants@tn.gov

The Grantee:

Michael Todd King, Captain
City of Morristown/Morristown Police Department
P.O. Box 1283
Morristown, TN 37816-1499
Email tking@mymorristown.com
Telephone 423-585-4646 / 423-312-7554

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

3. Grant Contract Attachment A (Grant Budget) is deleted in its entirety and replaced with the new Attachment A (Grant Budget) attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

10-31-24 AMEND-G

ATTACHMENT A

GRANT BUDGET				
City of Morristown/Morristown Police Department				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: October 2, 2023 END: March 19, 2029				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$100,000.00	0.00	\$100,000.00
25	GRAND TOTAL	\$100,000.00	0.00	\$100,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to the Grantee to make bonus payments to Eligible Officers	\$100,000.00
TOTAL	\$100,000.00

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Approve the sole source purchase of software and licensing for the GIS department from Environmental Systems Research Institute, Inc. (ESRI) totaling \$60,300 per year and authorize the City Administrator to execute a contract for the same.

Prepared By: JoAnn Macdonald

Subject: Geographic Information System (GIS) Software

Background: ESRI provides the platform on which a multitude of GIS data is stored and available for display. Morristown is in partnership with Hamblen County, E911, and Morristown Utilities for the shared use of this system. The partnership is known as the Morristown Hamblen GIS Steering Committee (MHGIS).

Findings/Current Activity:

The latest iteration of the MHGIS contract with ESRI is due to expire. This contract will allow for continued services, and pricing has been locked in for a three-year period.

Financial Impact:

The \$60,300 cost for year one has been appropriated in the FY 2027 budget. This cost is shared by our other MHGIS partners. Morristown is responsible for 50% under our current MHGIS agreement.

Action options/Recommendations:

Staff recommends approval.

Attachment: ESRI Quotation # Q-542682

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Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/20/2026 To: 5/21/2026

Quotation # Q-542682

Date: February 20, 2026

Customer # 495642 Contract #

Morristown Hamblen GIS Steering Committee
100 W 1st North St
Morristown, TN 37814-4651

ATTENTION: JoAnn Macdonald
PHONE: 4235852793
EMAIL: jmacdonald@mymorristown.com

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$180,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$180,900.00

Upon acceptance of the offer, the Morristown Hamblen GIS Steering Committee agrees to commit to the three-year term. Esri will invoice the Morristown Hamblen GIS Steering Committee for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sarah Brichey	Email: sburford@esri.com	Phone: (909) 793-2853 x8652
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

BRICHEYS

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/20/2026 To: 5/21/2026

Quotation # Q-542682

Date: February 20, 2026

Customer # 495642 Contract #

Morristown Hamblen GIS Steering Committee
100 W 1st North St
Morristown, TN 37814-4651

ATTENTION: JoAnn Macdonald
PHONE: 4235852793
EMAIL: jmacdonald@mymorristown.com

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Sarah Brichey

Email:
sburford@esri.com

Phone:
(909) 793-2853 x8652

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BRICHEYS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
---	---

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____

Address: _____ Fax: _____

City, State, Postal Code: _____ E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Approve the Revised CDBG-Funded Emergency Home Repair Program Policy & Procedures Manual

Prepared By: Lisa Baker, Grants Coordinator

Subject: Emergency Home Repair Program Revised Policy & Procedures Manual

Background: Emergency home repair has been part of the CDBG “Annual Action Plan” and budget for many years. Starting July 2026 TCAC will manage this program on behalf of the City. With the change in program management, we have revised the policy and procedures manual.

Financial Impact: Emergency home repairs are paid for with CDBG funds along with all administration costs. **This year we are proposing to increase the funding limit from \$7,500 to \$10,000 per project.** We anticipate doing at least 10 projects during Fiscal Year 2027.

Action options/Recommendations:

Staff recommends approval.

Attachment: Copy of New Policy & Procedures Manual

423-581-0100 • 100 W. First North St. Morristown, TN 37814-1499 • mymorristown.com



CITY OF MORRISTOWN CDBG – FUNDED EMERGENCY HOME REPAIR PROGRAM

2026-2027

POLICY-PROCEDURES MANUAL

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I. INTRODUCTION

The City of Morristown Emergency Home Repair (MTEHR) Program addresses the needs of low to moderate income, elderly/disabled, and other at-risk eligible applicants for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied single-family residences that are located within the city limits of Morristown. Each dwelling will have the potential to receive up to **\$10,000** annually in the form of a grant for a One-System emergency Home Repair, with the option to exceed the cost limit, frequency, and the number of system repairs with the City of Morristown's Community Development Department prior approval.

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

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

Tennessee's Community Assistance Corporation (TCAC) provides these services to eligible applicants through an agreement with the City of Morristown's Community Development Department. Funding is provided through a Community Development Block Grant (CDBG).

II. OUTREACH/REFERRAL

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

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

III. WAITING LIST

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

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

The ability to prioritize new and existing applicants to receive MTEHR funds is given to TCAC based on the exceptions below:

- Applicants are eligible for funds provided by the Morristown HOME Program.
- Other leveraging and/or matching funds as approved by TCAC.

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

IV. GENERAL ELIGIBILITY REQUIREMENTS

Excluded Dwellings:

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

- The dwelling is currently listed for sale or under a sale contract, through either a real estate agent or privately.
- The property has been foreclosed.

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

General Eligibility Requirements:

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

Ownership Requirements:

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

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

Real Estate Property Taxes:

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

A print-out of the applicant's real estate property tax information from the City of Morristown City Taxes and Hamblen-TN.mygovonline.com website will suffice as documentation of payment of real estate property taxes. TCAC may use a receipt from Property Tax Trustee as proof of payment; must identify the subject property and dollar amount paid.

An exception will be made for property taxes over one (1) year in arrears that are a part of written or verbal payment plan or an approved active bankruptcy plan. As part of the application, TCAC will require one of the following:

1. Payment Plan:
 - a. Copy of executed payment plan, or;
 - b. Verbal verification may be used providing the following is documented through a memo to the file. This memo must include these items at a minimum:
 - i. Date and Time of Contact
 - ii. Who You Spoke and Their Title
 - iii. Telephone Number
 - iv. The Information Conveyed
 - v. Signature and Date of The Verifier
2. Approved Active Bankruptcy Plan:
 - a. Executed court documents providing the terms of the bankruptcy to include but not limited to date payments are to begin, monthly dollar amount to be paid on the property tax and total property tax debt applicant will be required to pay for the duration of the bankruptcy;

Property taxes not protected in the bankruptcy must adhere to the above property tax requirement.

V. ASSISTANCE LEVEL & FREQUENCY

Assistance Level:

Each eligible household will have the potential to receive up to \$10,000, annually, in the form of a grant for a One-System emergency Home Repair, with the option to exceed the cost limit, frequency, and the number of system repairs with the City of Morristown's Community Development (Grants) Department prior approval.

Frequency of Assistance:

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

VI. CLIENT INTAKE

As often as possible, applications will be taken by appointment for a "face to face" interview in Morristown at 100 W. 1st North Street, Morristown, Tennessee on scheduled weekdays from 9:30 a.m. to 3:00 p.m. or at the TCAC office located at 740 East Main Street, Morristown on Monday through Thursday from 8:30 a.m. to 3:30 p.m. Extended hours may be made available on an as needed basis. The Director of the program may approve home visits by staff to take applications as exceptions on a case-by-case basis, such as in cases of a homebound elderly or disabled client.

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

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

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

VII. APPLICATION INTAKE PROCESS

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

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

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

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

VIII. INCOME ELIGIBILITY REQUIREMENTS

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

Determining Household Size:

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

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

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

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

Definition of Annual Income:

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

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

Anticipating/Projecting Income:

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

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

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

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

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

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

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

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

**Whose
to Count**

Income

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

- **Minors:** Earned income of minors, (age 17 and under) is not counted when calculating a household's income. However, unearned income attributable to a minor (e.g., child support, TANF payments and other benefits paid on behalf of a minor) is included.
- **Live-In Aides or their Family Members:** If a household includes a paid live-in aide (whether paid by the family/household or a social service program), the income of the live-in aide, regardless of the source, is not counted. Except under unusual circumstances, a related person does not qualify as a live-in aide.
- **Temporarily Absent Household Members:** The income of temporarily absent household members is counted regardless of the amount the absent member contributes to the household.
 - **EXAMPLE: A construction worker employed at a temporary job on the other side of the state earns \$600 per week. He keeps \$200 per week for expenses and sends \$400 per week home to his household. The entire amount (\$600 per week) is counted in the household's income.**
- **Permanently Absent Household Members:** If a household member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either:
 - Attributable to that person as household income
 - Specifying that the person is no longer a member of the household
- **Adult Students Living Away from Home:** If the adult student is counted as a member of the household in determining the household size (to compare against the HUD income limits), the first \$480 of the student's income must be counted in the household's income. Note, however, that the \$480 limit does not apply to a student who is the head of household or spouse (their full income must be counted).

Verifying Income:

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

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

- A. Third Party Documentation Provided by Client
 - B. Third Party (online or hard copy)
 - C. Verbal Third Party (documented by the grantee)
 - D. Alternate to Third party Verification
- A. Third Party Documentation Provided by Client: Household Income must be confirmed and documented by a third-party. A third-party means a party that is not the program applicant/client nor the specific agency providing the program. A third-party may be (though this not an inclusive list):
- An employer/previous employer (statement of earnings, verification of employment or a pension letter or statement from an employer/previous employer),
 - State government (unemployment benefits letter, child support letter, divorce decree, etc.),

- Federal government (Social Security or VA Award Letter, etc. or IRS form for people who are/were self-employed, those who receive rental income, etc.),
- Bank/credit union (Direct Deposits, assets, etc.) and/or government systems that can legally share that information.

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

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

- B. Third Party Verification on Line or Hard Copy: Contacting an outside entity to obtain either written or verbal documentation about the income of household member will be the primary procedure for documentation of household income. This will provide independent verification of information and will show if any changes to current circumstances are anticipated.

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

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

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

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

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

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

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

Self-Employment Income:

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

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

ASSESSING INCOME:

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

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

Variations in pay:

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

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

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

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

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

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

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

Part 5 Inclusions:

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

1. Wages, Salaries, and Tips, Etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income/Self-Employment Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
3. Interest, Dividends, and Other Net Income of any kind from Real or Personal Property	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Social Security, Annuities, Insurance Policies, Retirement Funds, Pensions, and Disability or Death Benefits and Other Similar Types of Periodic Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section).
5. Unemployment & Disability Compensation, Worker's Compensation, and Severance Pay Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c) (3) of this section).
6. Welfare Assistance (TANF)	<i>Welfare assistance payments.</i> (i.) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
	A. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
	A. Are not otherwise excluded under paragraph (c) of this section.
	(j) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

	A. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus B. The maximum amount that the welfare assistance agency could in fact allow the household for shelter and utilities. If the household's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Alimony and Child Support Payment, Regular Contributions or Gifts, Periodic & Determinable Allowance/Monies	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in paragraph (c) (7) of this section).
9. Not Applicable- Section 8 Programs Only	<u>For section 8 programs only and as provided in 24 CFR 5.612</u> , any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 <i>et seq.</i>), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Part 5 Exclusions:

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

1. Children Under the Age of 18	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant household, who are unable to live alone).
3. Lump Sum Inheritance and Insurance Income	Lump-sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section).
4. Medical Expense Reimbursements	Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member.
5. Income of Live-In Aide	Income of a live-in aide, as defined in §5.403.
6. Student Financial Assistance	Subject to paragraph (b) (9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution.

7. Armed Forces Hostile Fire Pay	The special pay to a household member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	Self-Sufficiency Income
	HUD Training (a) Amounts received under training programs funded by HUD.
	Pass Benefits (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
	Reimbursement for Expenses (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
	Resident Service Stipend (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
9. Gifts	Training Programs (e) Incremental earnings and benefits resulting to any household member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a household member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the household member participates in the employment training program.
	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Income/Full Time Student 18 or Older	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption Assistance	Adoption assistance payments in excess of \$480 per adopted child.
	[Reserved]
13. Deferred Payments	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts or any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts
14. Property Tax Refunds/Rebates	Amounts received by the household in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
15. Home Care Assistance Payments for Developmental Disabled	Amounts paid by a State agency to a household with a member who has a developmental disability and is living at home to offset the cost of services and

	equipment needed to keep the developmentally disabled household member at home.
16. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
	Food Stamp Allotment: The value of the allotment made under the Food Stamp Act of 1977.
	Volunteer Payments: Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions).
	Alaska Native Claims Settlement Act: Payments received under the Alaskan Native Claims Settlement Act.
	Grand River Band of Ottawa Indians: Income derived from the disposition of funds to the Grand River Band of Ottawa Indians.
	Sub-Marginal Land: Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
	Energy Assistance: Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
	Maine Indian Claims Settlement: Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
	Per Capita Shares: The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
	Scholarships: Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs
	Title V of Older Americans Act: Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program)
	Agent Orange Payments: Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
	Earned Income Tax Credit (EITC): Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments
	Child Care Act of 1990: The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
	Job Training Partnership Act: Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps)

	Payments by the Indian Claims Commission: Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
	AmeriCorps Act of 1990: Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990
	38 U.S.C. 1805/Children of a Vietnam Veteran: Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
	Victims of Crimes Act: Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
	Workforce Investment Act of 1998: Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998

Assets:

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

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

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

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

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

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

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

Assets with Little or No Income:

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

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

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

- **Examples:**

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

Assets Sold Below Fair Market Value:

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

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

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

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

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

EXAMPLES:

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

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

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

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

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

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

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

Computing the Value of Assets:

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

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

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

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

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

Asset Inclusions:

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

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

9. Lump Sum or One-Time Payments	Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or Deeds of Trust	Mortgages or deeds of trust held by an applicant.

Asset Exclusions:

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

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

IX. APPLICANT ELIGIBILITY AND NOTIFICATION

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

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

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

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

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

X. RECERTIFICATION

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

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

XI. HOME REPAIR PROJECT DESCRIPTION

Allowable Measures

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

1. Repair or replacement of an electrical system
2. Repair or replacement of a sewer/septic system
3. Repair or replacement inoperable or damaged plumbing fixtures
4. Repair or replacement of a roof system including any flashing, damaged sheathing, rafters, gutters, or downspouts
5. Repair or replacement of a heating and/or cooling system
6. Repair or replacement of a floor system including underlayment, subflooring, and floor covering
7. Repair or replacement of foundation wall or crawl space piers
8. Repair or replacement of steps, porches, landings, handrails, and guardrails
9. Repair or replacement of windows or doors
10. Accessibility items such as entrance modifications, grab bars, toilets, and walk-in showers
11. Life Safety devices such as fire alarms, carbon monoxide, or house numbers
12. Remediations of Lead Hazards
13. Remediation of pest or rodent infestations
14. Any condition as determined by grant program staff, city inspections personnel, or designated representative for either party which renders a structure or property conditions unsafe to the occupant or to protect the property from structural damage.

Funding Limits:

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

The contracted services for projects are capped at \$10,000 annually per household in the form of a grant for a one-system home repair, with the option to exceed the cost limit and the number of system repairs with the City of Morristown's Community Development (Grants) Department's prior approval.

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

XII. INSPECTION AND WORK SCOPE DEVELOPMENT

Pre-Inspection:

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

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

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

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

Work Scope Development:

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

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

Lead Based Paint:

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

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

35.115 Exemptions.

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

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

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

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

Painting Policy:

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

XIII. ENVIRONMENTAL REVIEW

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

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

XIV. PROCUREMENT PROCESS

City of Morristown Term Bid:

To become TCAC Term Bid Contractors, Contractors must go through the competitive sealed bid process through City of Morristown Procurement Division.

TCAC contacts City of Morristown Procurement to put out a bid for contractors. The City of Morristown and TCAC prepare, and review bid specifications and qualifications to ensure all program requirements are addressed such as insurance, licensing, and certifications. The City of Morristown Procurement announces the bid and the deadline for sealed bid submissions and advertises the open bid.

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

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

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

TCAC Contractor Requirements:

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

- Maintain the appropriate State of Tennessee License.
- Maintain all insurance requirements per the term bid and funding source specifications.
- Maintain all required certifications and registrations as required in the term bid and funding source specifications.

- Complete all contracts within the project completion timeframe.
- Perform high quality work as specified in the work orders and as expected by TCAC and the funding sources.

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

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

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

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

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

Bid Individual Projects:

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

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

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

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

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

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

Bid Opening:

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

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

Negotiations:

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

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

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

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

Contractors who make an error in the submission of the bid have the option to honor the price as quoted, or to withdraw their bid. If required by the Funder, TCAC will notify the funding source of the bid miscalculation and receive approval before awarding the contract to provide services. In circumstances with a single responsive bidder, TCAC Director reserves the right to review bid errors on a case-by-case basis.

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

Document Retention:

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

XV. CONTRACT WORK

Notice to Proceed:

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

Work Completion Time Frames:

The work is considered to be complete when all measures included on the work order have been completed by the Contractor and have passed TCAC Inspection. It is the expectation that projects should be completed within 30-days

of the date the Notice to Proceed was signed by both TCAC and the Contractor. In the event that a project cannot be completed in that time frame, the Contractor should submit a Time Extension Request detailing the cause of delay. Failure to submit an extension request could prevent a contractor's eligibility to be awarded other projects.

Code & Permit Compliance

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

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

Change Orders:

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

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

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

XVI. WORK COMPLETION AND INSPECTION

Final Inspections:

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

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

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

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

Failed Inspections:

Each failed inspection may result in a \$200.00 penalty. This is to encourage contractors to complete each project correctly and to the high standard expected by TCAC and the City of Morristown. Penalties assessed against the contractor will be deducted from the final invoice prior to payment and the file will be documented to reflect the adjustment. All projects that failed the TCAC inspection must be re-inspected.

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

XVII. CONTRACTOR PAYMENT PROCEDURES

After the project has been completed and inspected by TCAC Staff, a full review of the file is completed by TCAC Program Support Department. Program support will review the work order, change orders, and submitted invoice to ensure the invoice is an accurate reflection of all work completed. Program Support will contact the contractor via email requesting any invoice corrections or additional documentation needed such as the City Inspection Report, additional warranties, disposal certificates, and/or needed signatures.

A Sales Receipt is filled out with the name and address of vendor, date, invoice number, client address, and amount of invoice. The Sales Receipt includes release of lien statement. TCAC staff makes direct payment to contractor using the Procurement Card. The Contractor must sign the Sales Receipt and provide transaction receipt.

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

Check Payments:

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

XVIII. DEFERRAL/TERMINATION POLICY

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

Deferral:

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

- Any existing condition that could endanger the health and/or safety of the work crew or subcontractor and cannot be safely abated
- Toxic substances are discovered which cannot be addressed by home repair. In this case, TCAC staff should report the problems to the applicant and indicate that activity must cease until the identified condition has been corrected. This may include the existence of lead-based paint or asbestos containing materials that would have to be disturbed during the installation process.
- Home is unavailable or inaccessible.

- Pets have not been secured or the home is not free from pet waste.
- The dwelling is currently being remodeled or if there are open permits on file with the City/ County Permit Office.
- If an applicant demonstrates abusive, obscene, or harassing behavior toward TCAC, a contractor acting on behalf of TCAC, or City of Morristown employees, the work may be suspended until such a time that services may be delivered in a manner consistent with the values, intent, and goals of the organization. Applicant will be notified in writing as to the reason for the disruption of services and the circumstances as to how the services may be continued.

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

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

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

Termination or Discontinuation:

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

- When building structure, mechanical systems, wiring, or plumbing systems are in such a state of disrepair and conditions needed for safe habitation of the dwelling cannot be resolved within the scope of the program.
- The dwelling is currently listed for sale or under a sale contract, through either a real estate agent or privately.
- Unlawful activities are occurring in the dwelling that could endanger the customers or the crews or there is any illegal, aggressive, or abusive behavior.
- The home is condemned or in the process of being condemned, unless these conditions can be corrected within the scope and funding limitations of the program.
- The property has been foreclosed.
- The property has been designed for acquisition or clearance by a Federal, State, or local program.
- Applicant is deceased, and there is not an owner of record remaining in the home.
- The household has been evicted.
- There is not a reasonable expectation that the conditions that prevent home repair activities can be alleviated within a reasonable period of time.

- Unoccupied, other than a temporary absence. Temporary absence is defined as: unoccupied no more than 3 months in duration, with expectation of return and utilities must still be on unless disconnected due to an emergency. Temporary absence due to disaster recovery will be evaluated on a case by case basis. Option to exceed 3-month limit will require prior approval from the funding source.
- The applicant does not correct deferral conditions within the allowable timeframe.

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

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

Additional Resources:

TCAC should aggressively pursue alternative funding to reduce the occurrences of deferral. If available, TCAC will provide, to the applicant, contact information of other community organizations.

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

XIX. RECORD KEEPING AND DOCUMENT RETENTION

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

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

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

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

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

XX. CLIENT SATISFACTION/GRIEVANCE PROCEDURES

Client Satisfaction Survey:

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

Grievance Procedures:

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

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

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

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

Shari Mefford, Director
Rehab Housing Services
Phone: 423-586-7636

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

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

Mailing Address: 740 East Main Street, Morristown, TN 37814
Telephone: 423-586-7636

Any customer who feels he/she has been discriminated against and whose complaint has not been resolved at the program level should contact the Grant Coordinator:

City of Morristown, 100 West 1st North Street Morristown, TN 37816
Mailing Address: P. O. Box 1499, Morristown, TN 37816
Telephone: 423-585-4615

Code of Conduct:

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

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

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

Applicant Refusal:

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

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

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

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

XXI. REPORTING PROCEDURES

Program Support Reviews the construction file checklist to verify all documentation has been submitted and is in order. Folders are kept on file with TCAC. Original reports and invoices are submitted to the City of Morristown Community Development and Copies are kept on file with TCAC.

Invoice:

TCAC will request reimbursement for eligible project expenditures. The reimbursement rate will be the contracted job cost plus a project management cost per job completed, as agreed upon in the project MOU. If additional services are requested by Morristown that are not included in the scope of services, TCAC will charge an additional hourly rate for the completion of those services, as agreed upon in the project MOU.

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

Individual Direct Cost Summary:

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

Household Job Cost/Demographics Report:

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

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

CAPER Report

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

XXII. FILE DOCUMENTATION REQUIREMENTS

Application File:

Each application file may contain the following, as appropriate:

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

Construction File:

Each construction file may contain the following, as appropriate:

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

APPENDIX A: CLIENT SERVICES FORMS

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

APPENDIX B: CONSTRUCTION SERVICES FORMS

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

APPENDIX C: REPORTING FORMS

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

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Authorize the temporary closure of right-of-way at the request of Southeast Industrial, LLC until August 21, 2026, for the continued work on buildings at 113, 115, and 117 N Cumberland.

Prepared By: Andrew Ellard

Subject: Temporary Right-of-Way Closure Request

Background: The City Council is in the process of considering a new ordinance defining short- and long-term temporary closures of right-of-way by private entities. In part, that policy will include consideration by the City Council if/when the request is for longer than 30-days. Though the ordinance is not expected to be fully adopted until July 7, this request now presented offers an opportunity to run a test-case for the proposed new process.

Findings/Current Activity:

- The proposed closure applies to Peavine Alley from Main Street to W First North Street.
- The closure has been in place for some time and expired June 20.
- Staff has administratively approved a short-term closure through July 8.
- This request would allow closure through August 21.
- The Traffic Team has reviewed the request and recommends approval. Signage and barricades currently in use remain appropriate. Though not ideal, sanitation and delivery vehicles are able to access the rear of Main Street buildings via Henry Street alley access.
- City staff sent notification letters of this proposed temporary closure to 21 properties on the impacted block.

Financial Impact:

Impacts are largely expected to be those of convenience to surrounding businesses.

Action options/Recommendations: Staff and the Traffic Team recommend approval.

Attachment: Application and Certificate of Insurance

423-581-0100 • 100 W. First North St. Morristown, TN 37814-1499 • mymorristown.com

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[10c7 Temporary Right-of-Way Closure Request - Peavine Alley.pdf \(LINK\)](#)

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Authorize the sale of an easement to Atmos Energy at the corner of East Morris Boulevard and Lorino Lane to accommodate construction of a new supply line.

Prepared By: Larry Clark

Subject: Easement Sale to Atmos Energy at Lorino Lane.

Background: Atmos Energy will be constructing a new, larger gas supply line to help feed the ETVID and the eastern end of the City.

Findings/Current Activity:

The route of the new line will pass through a corner of Frank Lorino Park at East Morris and Lorino Lane, north of the tennis courts, then continue in the right-of-way of Lorino Lane. This location will not disturb any of the project/activity currently under construction.

Negotiation resulted in the Atmos line staying within right-of-way with the exception of this location where the line will make a turn. Staying primarily in the ROW helps shield the City from future potential costs.

Financial Impact:

Atmos will pay the City \$10,000 for the easement.

Action options/Recommendations:

Staff recommends approval.

Attachment: Pipeline Easement and Map Exhibit

423-581-0100 • 100 W. First North St. Morristown, TN 37814-1499 • mymorristown.com

This instrument was prepared by:
Atmos Energy Corporation
810 Crescent Centre Drive
Suite 600
Franklin, TN 37067

Line: _____
R/W#: _____

PIPELINE EASEMENT

THIS PIPELINE EASEMENT (the "Pipeline Easement") is dated as of _____, 20_____, and made by the undersigned _____ (herein called "Grantor" whether one or more) to **Atmos Energy Corporation**, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described by deed of record in book 211, page 226, Registrar's Office for Hamblen County, Tennessee (the "Property"); and

WHEREAS, Grantee desires to obtain an easement from Grantor for the purposes described herein and in further consideration for the agreements set forth herein and Grantor has agreed to grant the easement to Grantee across Grantor's Property pursuant to the terms of this Pipeline Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines and the appurtenances thereto, including the right to install additional pipelines and appurtenances in the future as may be necessary or convenient for Grantee, for the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above

ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary or convenient in the operation of said lines, over, across, under and upon the area described on Exhibit A attached hereto and made a part hereof (the "Easement Area").

2. Grantee shall also be entitled to use temporary workspace as described and shown on Exhibit A (the "Temporary Workspace") to carry out the initial construction of the facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of Grantee's facilities have been completed and the same are placed into service.

3. Grantee shall have the right to select the exact location of said pipelines and any future additional pipelines within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area.

4. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.

5. The aforesaid consideration paid from Grantee to Grantor includes any and all damages that may be sustained by the original construction of said pipelines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction of the pipeline Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove said pipelines, or for any future construction, including but not limited to the laying of additional future pipelines. Further, the aforesaid consideration includes the right of Grantee to install additional, future pipelines and appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.

6. In relation to the Easement Area, Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said pipelines and to remove possible present or future hazard to such pipelines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said Easement Area, pipelines and appurtenances.

7. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

8. Grantor and Grantee agree that the failure to assert any right under this Pipeline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 6 above.

9. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

10. Grantor and Grantee shall be entitled forthwith to full and adequate relief by injunction and to all other legal and equitable remedies for the consequences of any breach of this Pipeline Easement.

11. Nothing contained herein shall be construed to make Grantor and Grantee partners or joint venturers or to render any of said parties liable for the debts or obligations of the other.

12. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address set forth herein. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

13. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature pages to follow>

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EXECUTED this _____ day of _____, _____.

GRANTOR(S):

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(ADDRESS)

(ADDRESS)

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that _____ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____,
_____, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that _____ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____,
_____, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:

I hereby swear or affirm that the actual consideration or true value of this transfer,
whichever is greater, is \$_____.

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20_____.

Notary Public

My commission expires: _____

EXHIBIT A
EASEMENT AREA

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IOL – 04.10.25

ATMOS ENERGY CORPORATION

EXHIBIT "A"
HAMBLÉN COUNTY, TENNESSEE
PERMANENT EASEMENT
3100 LORINO PARK ROAD
MAP 034, PARCEL 015.00

PERMANENT EASEMENT:

DESCRIPTION FOR A PERMANENT EASEMENT BEING A PART OF A TRACT OF LAND, IN THE NAME OF THE CITY OF MORRISTOWN, TENNESSEE, AS RECORDED IN DEED BOOK 211, PAGE 226, IN THE REGISTER'S OFFICE OF HAMBLÉN COUNTY, TENNESSEE, (R.O.H.C.TN.), BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

POINT OF BEGINNING (P.O.B. N:700095.76, E:2778375.41), ON THE EASTERLY RIGHT-OF-WAY OF THOMPSON CREEK ROAD, AND ON THE WESTERLY LINE OF SAID CITY OF MORRISTOWN, TENNESSEE, TRACT,

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF THOMPSON CREEK ROAD THE FOLLOWING TWO (2) CALLS:

- 1) NORTH 08°46'38" WEST, 25.14 FEET;
- 2) THENCE, NORTH 15°14'46" EAST, 15.35 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD THE FOLLOWING TWO (2) CALLS:

- 1) NORTH 49°26'14" EAST, 73.58 FEET;
- 2) THENCE, NORTH 51°19'20" EAST, 60.43 FEET;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD AND THROUGH SAID CITY OF MORRISTOWN, TENNESSEE TRACT OF LAND THE FOLLOWING TWO (2) CALLS:

- 1) SOUTH 39°14'48" EAST, 100.07 FEET;
- 2) THENCE, NORTH 51°31'27" EAST, 7.19 FEET TO THE WESTERLY RIGHT-OF-WAY OF LORINO LANE;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY OF LORINO LANE,

SOUTH 38°28'33" EAST, 40.00 FEET;

THENCE, THROUGH SAID CITY OF MORRISTOWN, TENNESSEE TRACT THE FOLLOWING FOUR (4) CALLS:

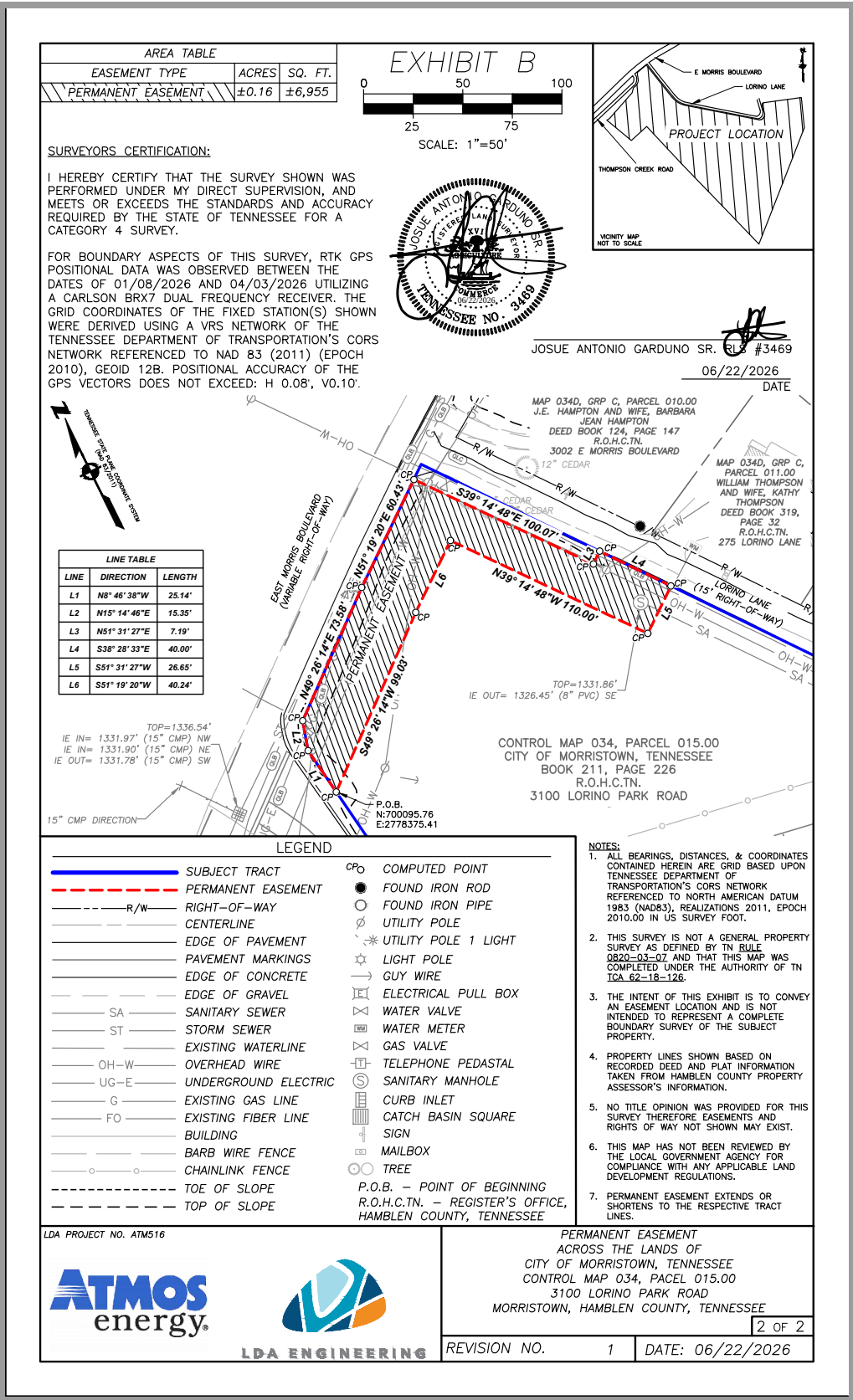
- 1) SOUTH 51°31'27" WEST, 26.65 FEET;
- 2) THENCE, NORTH 39°14'48" WEST, 110.00 FEET;
- 3) THENCE, SOUTH 51°19'20" WEST, 40.24 FEET;
- 4) THENCE, SOUTH 49°26'14" WEST, 99.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,955 SQUARE FEET OR 0.16 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, 110 TYSON BOULEVARD, SUITE 200, ALCOA, TENNESSEE 37701.

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN US SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "B").



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 18 day of JUNE, 2026, by
between Summit Greene HOA, Inc. and hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as MAP 025F, "N", PARCEL 066.00
as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, PLAT Book O Page 99, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as SUMMIT GREENE S/D
(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:

SUMMIT GREENE HOMEOWNERS ASSOC. INC.

Company/Corporation/Partnership Name (Seal)

By: Renec E. McKinney

Renec E. McKinney
(Type Name)

HOA Board President
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 18th day of June, 2026

by Cynthia D. Dobb

Cynthia D. Dobb
Notary Public

My Commission Expires 3.3.29

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

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 15th day of June, 2026, by and between Durham Landings MOB, LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
048 059.19 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 0 Page 31, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Lot 1 of the Bell Property, Resubdivision of Tract 3 of the Bell-Melling Subdivision
(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:

Durham Landings MOB, LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]

Chad Simpson
(Type Name)

President
(Type Title)

State of TN

County of KNOX

The foregoing Agreement was acknowledged before me this 15th day of June, 2026

by Chad Simpson

Holly Ann Sparks
Notary Public

My Commission Expires 11/30/27



Approved as to form:

Approved by the City:

City Attorney _____ Date _____

Mayor _____ Date _____

RESOLUTION 2026-05-04

SUBMISSION OF NOMINEES FOR BOARD MEMBER APPOINTMENT

BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION for the purpose of submitting to the Mayor of the City of Morristown a list of eligible nominees for appointment by the Mayor and confirmation by the Morristown City Council to serve on the Morristown Utilities Commission.

WHEREAS, the City of Morristown, Tennessee, is a municipal corporation created by Chapter 103 of the Private Acts of the Tennessee Legislature of 1903; and

WHEREAS, the Morristown Utilities Commission is a governmental entity established pursuant to Chapter 392 of the Private Acts of the Tennessee Legislature of 1901; and

WHEREAS, Chapter 392 was amended and ratified by referendum on May 1, 2001, increasing the number of commissioners from three to five members and establishing procedures for appointment of commissioners; and

WHEREAS, Chapter 392 was further amended and ratified by the Morristown City Council on May 1, 2012, modifying the appointment process for Commission members; and

WHEREAS, the current five-year term of one Commission member will expire on July 31, 2026, requiring the appointment of a member to serve the succeeding term beginning August 1, 2026, and ending July 31, 2031; and

NOW, THEREFORE, BE IT RESOLVED that, in accordance with the Commission Charter and appointment procedures established therein, the following nominees are hereby submitted to the Mayor of the City of Morristown for consideration and appointment to the upcoming term on the Morristown Utilities Commission:

Term beginning on August 1, 2026, and ending July 31, 2031.

- (1) J. Sid Boyd
- (2) Will Sliger
- (3) Ryan Kragel

PASSED this 28th day of May, 2026.


Rod Isaacs, Chairman


David Wild, Secretary

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt 

Date: June 29, 2026

Re: Promotions

I am requesting to promote one Patrol Sergeant and one Patrol Corporal at the July 7th council meeting. These promotions will be to backfill ranking positions.

Attached are the civil service rosters for these positions. Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - SERGEANT

UPDATED ON MAY 12, 2026 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Paul Carter	2/29/28
2	Blake Bain	2/29/28
3	Ashton Pierce	2/29/28
4	Jason Cobb	2/29/28
5	Greg Hall	2/29/28
6	Jonathan Maxey	2/28/27
7	Lucas Watson	2/28/27
8	Spencer Cope	2/29/28
9	Chase Young	2/29/28
10	Jamie Murphy	2/28/27
11	Mark McBee	2/29/28
12	Terry Henry	2/29/28



 Jim Wills, Chairman
 5-12-2026

 Date

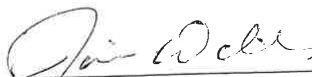
CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL

UPDATED ON MAY 12, 2026 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Michael Cameron	2/29/28
2	Corey Romines	2/29/28
3	Spencer Cope	2/29/28
4	Jamie Murphy	2/28/27
5	Mark McBee	2/29/28
6	Terry Henry	2/29/28



Jim Wills, Chairman

5-12-2026
Date

The City of Morristown

Morristown Police Department



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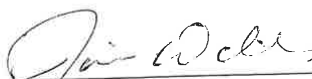
CIVIL SERVICE BOARD

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Jim Wills, Chairman

5-12-2026
Date

The City of Morristown

Memorandum

From the Fire Department



TO: Mayor Gary Chesney
City Council

FROM: Brian Shepard, Fire Chief

DATE: July 7, 2026

RE: Request for Fire Department Promotions & New Hires

I am requesting Council's appointment, from qualified candidates, to fill vacancies at the following ranks:

- Lieutenant
- Driver/ Engineer
- New Hire/ Firefighter
- New Hire/ Firefighter

The appointments are necessary due to a recent Lieutenant retirement.

The promotions and new hires will come from current Civil Service rosters. (see attached)

I am prepared to make recommendations.

Thank you,

A handwritten signature in black ink, appearing to read "Brian Shepard".

Brian Shepard
Fire Chief

CIVIL SERVICE BOARD

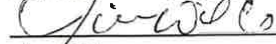
P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON MAY 12, 2026 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jason Hill	2/29/28
2	David Smith	2/29/28
3	Zack Kilby	2/29/28
4	Steven Keller	2/29/28

For the Civil Service Board



Jim Wills, Chairman

CIVIL SERVICE BOARD

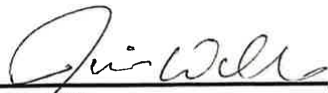
P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER-DRIVER

UPDATED ON MAY 12, 2026 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Ryan Garretson	2/29/28
2	Aaron Adkins	2/29/28
3	Dylan Robinson	2/29/28
4	Bradley Cooper	2/29/28
5	Derek Rogers	2/29/28
6	Isaac Woody	2/29/28
7	Spencer Cody	2/29/28

For the Civil Service Board



Jim Wills, Chairman

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

FIRE ENTRY LEVEL ROSTER

Revised on June 9, 2026 to Reflect Recent Testing, Hiring and/or Corrections

RANK AND NAME	EXPIRES
1 Zach Fleenor	11/30/26
2 Kayden Jarnagin	11/30/26
3 Benjamin Blanco	11/30/26
4 Derek O'Donnell	11/30/26
5 Bryce Cox	11/30/26
6 Cassidy Seal	11/30/26
7 Isaac Clark	11/30/26
8 Elijah Henry	11/30/26

For the Civil Service Board


E.C. Reed, Vice Chairman

4-9-2024
Date

The City of Morristown

Memorandum

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City Council

FROM: Brian Shepard, Fire Chief

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RE: Request for Fire Department Promotions & New Hires

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CIVIL SERVICE BOARD

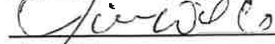
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For the Civil Service Board



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CIVIL SERVICE BOARD

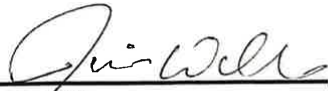
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For the Civil Service Board



Jim Wills, Chairman

CIVIL SERVICE BOARD

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For the Civil Service Board


E.C. Reed, Vice Chairman

4-9-2024
Date

The City of Morristown

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CIVIL SERVICE BOARD

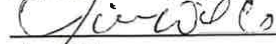
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For the Civil Service Board



Jim Wills, Chairman

CIVIL SERVICE BOARD

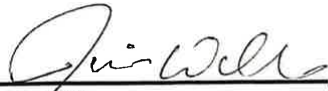
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For the Civil Service Board



Jim Wills, Chairman

CIVIL SERVICE BOARD

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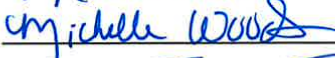
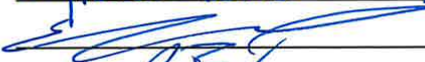
For the Civil Service Board


E.C. Reed, Vice Chairman

4-9-2024
Date

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Q4 Fiscal Year ending June 30, 2026. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

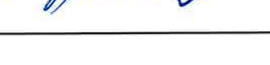
SIGN / DATE	 6/17/26	CITY ACCOUNTANT
SIGN / DATE	 6/17/26	FINANCE DIRECTOR
APPROVED / DATE	 6/18/26	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	 6-18-26	CITY ADMINISTRATOR

City of Morristown Line Item Transfer					
DOCUMENT NO.		2654-LIT			
FUND NO.		General Fund #110		LINE ITEM TRANSFER(S)	
FY		2026		X	
Date		6.17.26			
LINE ITEM	ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41100-330	Mayor & Council- Legal Notices	5,875	1,500	7,375
2	110-41100-399	Mayor & Council- Other Contracted Services	41,600	(1,500)	40,100
3	110-41530-355	Finance- Computer/Data Processing	177,106	1,600	178,706
4	110-41530-553	Finance- Bank Services & Charges	20,000	(1,600)	18,400
5	110-41530-359	Finance- Other Professional Services	119,680	13,500	133,180
6	110-41530-553	Finance- Bank Services & Charges	0	(13,500)	(13,500)
7	110-41530-411	Finance- Office Supplies & Materials	10,800	200	11,000
8	110-41530-553	Finance- Bank Services & Charges	0	(200)	(200)
9	110-41630-262	Retiree Benefits General Fund- Health Insurance/Retiree	475,000	40,000	515,000
10	110-41630-263	Retiree Benefits General Fund- Retiree Vacation/ Comp Payout	40,000	(40,000)	-
11	110-41650-345	Human Resources-Telephone Service	750	500	1,250
12	110-41650-499	Human Resources- Other Supplies & Materials	500	(500)	-
13	110-41655-351	Risk Management- Medical Services	56	250	306
14	110-41655-378	Risk Management- Education Seminars & Training	6,000	(250)	5,750
15	110-41710-345	Codes Enforcement- Telephone Services	2,100	800	2,900
16	110-41710-310	Codes Enforcement- Postal Service	28,000	(800)	27,200
17	110-41800-383	Engineering- Travel Business Expenses	1,000	700	1,700
18	110-41800-429	Engineering- General Operating Supplies	1,500	(700)	800
	110-41810-343	GIS- Natural Gas & Propane	100	30	130
	110-41810-383	GIS- Travel Business Expenses	3,527	(30)	3,497
	110-42115-219	Police Support- Workers Compensation Insurance	17,033	500	17,533
	110-42115-361	Police Support- Repair & Maintenance Vehicles	4,000	(500)	3,500
	110-42115-433	Police Support- Vehicle Parts/Oil/Fluid/Tires	7,000	1,500	8,500
	110-42115-361	Police Support- Repair & Maintenance Vehicles	3,500	(1,500)	2,000
	110-42120-351	Police Patrol- Medical Services	5,000	300	5,300
	110-42120-419	Police Patrol- Small Tools & Equipment	81,909	(300)	81,609
	110-42130-351	Police Investigation- Medical Services	500	400	900
	110-42130-378	Police Investigation- Education Seminars & Training	17,500	(400)	17,100
	110-42130-971	Police Investigation- Motor Equipment	134,836	13,735	148,571
	110-42120-971	Police Patrol- Motor Equipment	449,317	(13,735)	435,582
	110-42210-341	Fire Supervision- Electricity	500	8,400	8,900
	110-42240-960	Fire Fighting- Machinery & Equipment	197,436	(8,400)	189,036
	110-42210-342	Fire Supervision- Water & Sewer	0	5,115	5,115
	110-42240-429	Fire Fighting- General Operating Supplies	20,000	(5,115)	14,885
	110-42210-343	Fire Supervision- Natural Gas & Propane	1,500	550	2,050
	110-42240-960	Fire Fighting- Machinery & Equipment	189,036	(550)	188,486
	110-42210-345	Fire Supervision- Telephone Services	6,000	6,500	12,500
	110-42240-960	Fire Fighting- Machinery & Equipment	188,486	(6,500)	181,986
	110-42210-351	Fire Supervision- Medical Services	32	40	72
	110-42240-960	Fire Fighting- Machinery & Equipment	181,986	(40)	181,946
	110-42210-433	Fire Supervision- Vehicle Parts/Oil/Fluid/Tires	2,000	800	2,800

LINE ITEM	ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
	110-42240-960	Fire Fighting- Machinery & Equipment	181,946	(800)	181,146
	110-42210-533	Fire Supervision- Equipment Rental/ Lease	2,300	400	2,700
	110-42240-960	Fire Fighting- Machinery & Equipment	181,146	(400)	180,746
	110-42220-112	Fire Inspection- Overtime	500	540	1,040
	110-42240-960	Fire Fighting- Machinery & Equipment	180,746	(540)	180,206
	110-42220-351	Fire Inspection- Medical Services	32	40	72
	110-42240-960	Fire Fighting- Machinery & Equipment	180,206	(40)	180,166
	110-42220-399	Fire Inspection- Other Contracted Services	680	70	750
	110-42240-429	Fire Fighting- General Operating Supplies	14,885	(70)	14,815
	110-42230-343	Fire Stations- Natural Gas & Propane	14,600	7,800	22,400
	110-42240-960	Fire Fighting- Machinery & Equipment	180,166	(7,800)	172,366
	110-42240-330	Fire Fighting- Legal Notices	0	150	150
	110-42240-960	Fire Fighting- Machinery & Equipment	172,366	(150)	172,216
	110-42240-510	Fire Fighting- Insurance	163,333	1,311	164,644
	110-42240-960	Fire Fighting- Machinery & Equipment	172,216	(1,311)	170,905
	110-43110-411	Public Works Supervision- Office supplies & Materials	4,570	1,000	5,570
	110-43110-214	Public Works Supervision- Employee Health Insurance	31,366	(1,000)	30,366
	110-43110-429	Public Works Supervision- General Operating Supplies	5,500	7,000	12,500
	110-43140-971	Street Repairs & Maintenance- Motor Equipment	450,000	(7,000)	443,000
	110-43120-219	Facilities Maintenance- Workers Compensation Insurance	11,832	650	12,482
	110-43120-383	Facilities Maintenance- Travel Business Expenses	1,000	(650)	350
	110-43120-343	Facilities Maintenance- Natural Gas & Propane	25,000	7,800	32,800
	110-43120-111	Facilities Maintenance- Wages & Salaries Permanent Employee	209,449	(7,800)	201,649
	110-43120-351	Facilities Maintenance- Medical Services	150	100	250
	110-43120-378	Facilities Maintenance- Education Seminars & Training	1,000	(100)	900
	110-43120-399	Facilities Maintenance- Other Contracted Services	82,041	8,000	90,041
	110-43160-431	Brush Pick-up & Snow Removal- Gasoline & Diesel Fuel	96,250	(8,000)	88,250
	110-43120-419	Facilities Maintenance- Small Tools & Equipment	5,000	2,000	7,000
	110-43120-111	Facilities Maintenance- Wages & Salaries Permanent Employee	201,649	(2,000)	199,649
	110-43120-429	Facilities Maintenance-General Operating Supplies	5,000	800	5,800
	110-43120-378	Facilities Maintenance- Education Seminars & Training	900	(800)	100
	110-43120-433	Facilities Maintenance- Vehicle Parts/Oil/Fluid/Tires	3,000	2,500	5,500
	110-43120-111	Facilities Maintenance- Wages & Salaries Permanent Employee	199,649	(2,500)	197,149
	110-43130-112	Fleet Maintenance- Overtime	25,000	4,000	29,000
	110-43130-971	Fleet Maintenance- Motor Equipment	470,859	(4,000)	466,859
	110-43130-351	Fleet Maintenance- Medical Services	210	200	410
	110-43130-971	Fleet Maintenance- Motor Equipment	466,859	(200)	466,659
	110-43130-378	Fleet Maintenance- Education Seminars & Training	4,006	200	4,206
	110-43130-971	Fleet Maintenance- Motor Equipment	466,659	(200)	466,459
	110-43130-399	Fleet Maintenance- Other Contracted Services	1,077	2,000	3,077
	110-43130-971	Fleet Maintenance- Motor Equipment	466,459	(2,000)	464,459
	110-43140-451	Street Repairs & Maintenance- Concrete Products	7,500	1,000	8,500
	110-43140-399	Street Repairs & Maintenance- Other Contracted Services	154,750	(1,000)	153,750
	110-43140-455	Street Repairs & Maintenance- Crushed Stone & Sand	8,000	1,500	9,500
	110-43140-399	Street Repairs & Maintenance- Other Contracted Services	153,750	(1,500)	152,250

LINE ITEM	ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
	110-43150-429	Street Lighting and Signs- General Operating Supplies	43,398	5,500	48,898
	110-43160-431	Brush Pick-up & Snow Removal- Gasoline & Diesel Fuel	88,250	(5,500)	82,750
	110-43160-134	Brush Pick-up & Snow Removal- Christmas Bonus & Longevity	2,770	375	3,145
	110-43160-419	Brush Pick-up & Snow Removal- Small Tools & Equipment	6,000	(375)	5,625
	110-43160-226	Brush Pick-up & Snow Removal- Clothing/Uniform/Shoes	8,500	500	9,000
	110-43160-419	Brush Pick-up & Snow Removal- Small Tools & Equipment	5,625	(500)	5,125
	110-43175-351	Communication Shop-Medical Services	100	50	150
	110-43175-378	Communication Shop-Education Seminars & Training	1,000	(50)	950
	110-43175-364	Communication Shop- Repair & Maint Bldg/Grounds	6,497	500	6,997
	110-43175-378	Communication Shop-Education Seminars & Training	950	(500)	450
	110-43190-365	PW Traffic Devices- Repair & Maint Traffic Signals	259,515	7,000	266,515
	110-43190-399	PW Traffic Devices- Other Contracted Services	116,200	(7,000)	109,200
	110-43300-913	Pavement Management System- Easements/Right of Ways	24,000	106,500	130,500
	110-43300-958	Pavement Management System- Street Infrastructure Improvements	9,383,494	(106,500)	9,276,994
	110-44420-343	Playgrounds & Programs- Natural Gas & Propane	3,000	800	3,800
	110-44420-689	Playgrounds & Programs- Other Miscellaneous Expenses	2,500	(800)	1,700
	110-44420-378	Playgrounds & Programs- Education Seminars & Training	1,000	3,000	4,000
	110-44420-533	Playgrounds & Programs- Equipment Rental/ Lease	10,000	(3,000)	7,000
	110-44430-112	Parks & Maintenance- Overtime	11,300	3,200	14,500
	110-44430-960	Parks & Maintenance- Machinery & Equipment	85,360	(3,200)	82,160
	110-44430-424	Parks & Maintenance- Janitorial Supplies	24,000	200	24,200
	110-44430-960	Parks & Maintenance- Machinery & Equipment	82,160	(200)	81,960
	110-44430-971	Parks & Maintenance- Motor Equipment	0	25	25
	110-44430-960	Parks & Maintenance- Machinery & Equipment	81,960	(25)	81,935
	110-45160-351	Natural Resource Maintenance- Medical Services	200	100	300
	110-45160-533	Natural Resource Maintenance- Equipment Rental/ Lease	900	(100)	800
	110-45160-383	Natural Resource Maintenance- Travel Business Expenses	2,170	20	2,190
	110-45160-533	Natural Resource Maintenance- Equipment Rental/ Lease	800	(20)	780
	110-46510-219	Community Development Admin- Works Compensation Insurance	500	130	630
	110-46510-111	Community Development Admin- Wages & Salaries Permanent Employee	18,424	(130)	18,294
	110-46510-330	Community Development Admin- Legal Notices	2,000	200	2,200
	110-46510-111	Community Development Admin- Wages & Salaries Permanent Employee	18,294	(200)	18,094
	110-48100-330	Fixed Base Operations- Legal Notices	1,000	600	1,600
	110-48100-999	Fixed Base Operations- Other Capital Outlay	734,649	(600)	734,049
	110-48100-341	Fixed Base Operations- Electricity	10,935	8,000	18,935
	110-48100-999	Fixed Base Operations- Other Capital Outlay	734,049	(8,000)	726,049
	110-48100-342	Fixed Base Operations- Water & Sewer	14,876	23,000	37,876
	110-48100-999	Fixed Base Operations- Other Capital Outlay	726,049	(23,000)	703,049
	110-48100-343	Fixed Base Operations- Natural Gas & Propane	926	2,500	3,426
	110-48100-999	Fixed Base Operations- Other Capital Outlay	703,049	(2,500)	700,549
	110-48100-345	Fixed Base Operations- Telephone Services	1,264	900	2,164
	110-48100-999	Fixed Base Operations- Other Capital Outlay	700,549	(900)	699,649
	110-48100-364	Fixed Base Operations- Repair & Maint Bldg/Grounds	52,600	10,000	62,600
	110-48100-999	Fixed Base Operations- Other Capital Outlay	699,649	(10,000)	689,649
	110-48100-399	Fixed Base Operations- Other Contracted Services	240,111	40,000	280,111

LINE ITEM	ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
	110-48100-999	Fixed Base Operations- Other Capital Outlay	689,649	(40,000)	649,649
	110-81000-616	Special Appropriations- Economic Development	431,500	60,000	491,500
	110-81000-620	Special Appropriations- Tiff Payments	450,000	(60,000)	390,000
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COLUMN TOTALS			\$ 23,926,494	\$ -	\$ 23,926,494

JUSTIFICATION / EXPLANATION FOR REQUEST:		
<u>Line item transfers for Q4 Fiscal Year ending June 30, 2026. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.</u>		
SIGN / DATE	 6/18/26	CITY ACCOUNTANT
SIGN / DATE	 6/19/26	FINANCE DIRECTOR
APPROVED / DATE	 6-30-26	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	 6-30-26	CITY ADMINISTRATOR