

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
AUGUST 16, 2016 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Dr. Gary Brewster, Chaplain, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
August 2, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
 1. Ordinance No. 3559
An Ordinance Granting a Franchise to the Morristown Utilities Commission, to Build, Construct, Operate and maintain a Cable Television System in the City of Morristown, Tennessee, and Setting Forth Conditions Accompanying the Granting of this Franchise.
 2. Ordinance No. 3560
An Ordinance of the City Council of Morristown, Tennessee Amending Title 10 (Animal Control) of the Morristown Municipal Code.
 3. Ordinance No. 3561
An Ordinance of the City Council of Morristown, Tennessee Amending Title 11 (Municipal Offenses), by Deleting Chapter 1 (Pinball Machines), Chapter 3 (Interference with Public Operations and Personnel) and Chapter 6 (Miscellaneous) of the Morristown Municipal Code.

4. Ordinance No. 3562
An Ordinance of the City Council of Morristown, Tennessee Amending Title 11 (Municipal Offenses), Chapter 2 (Offenses Against the Peace and Quiet), Sections 201 (Disturbance of the peace) and 202 (Noise prohibited; exceptions) of the Morristown Municipal Code.
5. Ordinance No. 3563
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 11 (Municipal Offenses), Chapter 4 (Firearms and Weapons) of the Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property currently addressed as 1211 Buffalo Trail from Local Business (LB) to Intermediate Business (IB).}
{Public Hearing September 6, 2016}
2. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property currently addressed as 1156, 1202, 1204, and 1216 East Main Street from Medium Density Residential (R2) to Intermediate Business (IB).}
{Public Hearing September 6, 2016}
3. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Title 14 (Zoning and Land Use Control), Chapter 29 (Sign Regulations), Sections 14-2905, 14-2906-b, 14-2906-c, 14-2906-d, 14-2906-e, and 14-2906-f.
{Public Hearing September 6, 2016}

9-c. Awarding of Bids/Contracts

1. Approval of Professional Services Agreement between the City of Morristown and LDA Engineering for Phase I - Debi Circle FEMA Flood Mitigation Grant Application Support in the not to exceed amount of \$9,900.

2. Approval of MUNIS Software Agreement between Tyler Technologies, Inc. and the City of Morristown, in the annual amount of \$79,297 with a onetime set-up fee of \$4,000. Total of \$241,891 for a three year term.
3. Approval of TDOT Grant Amendment for Resurfacing of West Andrew Johnson Hwy., N. Fairmont Ave., to W. Morris Blvd., PIN #121752.00, Fed. Project # STP-M-9113(23), State Project # 32LPLM-F3-053, Agreement # 150026, this amendment provides for a Right-of-Way Acquisition Phase and updates the project costs from \$108,092 to \$1,116,139. This is an 80% Federal and 20% local match.
4. Approval of Task Order No. 2 for Farmers Market Phase II from McGill Associates for a lump sum fee of \$99,000 and approval of amendment to owner-engineer agreement for hourly rates.
5. Approval to place Fibernet Internet service in each of the Fire Department Stations in the amount of \$34.95 per station each month.
6. Approval of change order for Fire Department Aerial/Platform Truck to Pierce Manufacturing, Inc., in the amount of \$3,106.44.
7. Approval of purchase of 600 Tons of Treated Bulk Rock Salt in the amount of \$89.17 per Ton for the total amount of \$53,502 from Compass Minerals America, Inc., a state contract vendor.
8. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between KBS Morristown, Inc. (Holston's/No Way Jose's, 1836 West Andrew Johnson Hwy) and the City of Morristown.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Municipal Airport Commission for a five (5) year term to expire on August 31, 2021; term expiring Louis "Doe" Jarvis.

9-e. New Issues

1. Police Department hiring of one (1) Entry-level Patrol Officer.

10. CITY ADMINISTRATOR'S REPORT

10-a. Recess for Executive Session

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**City Council Meeting/Holiday Schedule:
Regular City Council Meeting with Work Session**

September 5, 2016	(Monday)	City Employee's Holiday Labor Day
September 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
September 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 22, 2016	(Thurs) 7:00 p.m.	City Council Roundtable – Rose Center
October 4, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
October 18, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
November 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2016	(Thurs. & Friday)	City Employee's Holiday Thanksgiving
December 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
December 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2016	(Monday)	City Employee's Holiday Christmas
January 2, 2016	(Monday)	City Employee's Holiday New Year's

WORK SESSION AGENDA
August 16, 2016
5:00 p.m.

1. Housing Demolition

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
AUGUST 2, 2016**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, August 2, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Jonathon Bewley, Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the July 19, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call, all voted "aye".

A Public Hearing was held pertaining to Ordinance No. 3557.

Councilmember Pedigo made a motion to approve Ordinance No. 3557 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3557

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property currently addressed as 619 Howell Road from Agricultural District (A1) to Intermediate Business (IB).}

A Public Hearing was held pertaining to Ordinance No. 3558.

Councilmember Smith made a motion to approve Ordinance No. 3558 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3558

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of property adjacent to Merchants Greene Boulevard from Agricultural District (A1) to Intermediate Business (IB).}

A Public Hearing was held pertaining to Ordinance No. 3555.01.

Councilmember Alvis made a motion to approve Ordinance No. 3555.01 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3555.01

An Ordinance to Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and Appropriate the Sum of \$271,000 Specifically for Paving of Lochmere Development. The additional appropriation from reserves is necessary due to the timing of performance bond proceeds.

Councilmember Garrett made a motion to approve Resolution No. 13-16. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

RESOLUTION NO. 13-16

A Resolution Endorsing the Morristown Utilities Commission’s Operation RoundUp, a Community Assistance Fund, to be used for Downtown Sidewalk Upgrades.

WHEREAS, The Morristown Utilities Commission had been committed to serving the residents of the City of Morristown over 115 years; and

WHEREAS, The Morristown Utilities Commission has established Operation RoundUp, a Community Assistance Fund, to be used for recreation, economic development and community assistance; and

WHEREAS, the Crossroads Downtown Partnership is committed to assisting with funds and seeking additional grant money; and

WHEREAS, the proposed project will be installed in conjunction with a new energy efficient LED Lighting system for underneath and on top of the sidewalk system, including new electrical wiring circuits; such work would be funded and maintained by MUC in accordance with the TVA LS rate schedule governing street lighting.

WHEREAS, the proposed project will be for the construction of a protective ceiling and a speaker system underneath the downtown sidewalks, funding will be from the City of Morristown and Morristown Utilities Commission RoundUp funds. Maintenance of the protective ceiling and speaker system will be the responsibility of the City of Morristown.

NOW, THEREFORE, BE IT RESOLVED, that this Resolution shall become effective upon its passage and approval.

Adopted this the 2nd day of August, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve Ordinance No. 3559 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2016. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3559

An Ordinance Granting a Franchise to the Morristown Utilities Commission, to Build, Construct, Operate and maintain a Cable Television System in the City of Morristown, Tennessee, and Setting Forth Conditions Accompanying the Granting of this Franchise.

Councilmember Senter made a motion to approve Ordinance No. 3560 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2016. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3560

An Ordinance of the City Council of Morristown, Tennessee Amending Title 10 (Animal Control) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve Ordinance No. 3561 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3561

An Ordinance of the City Council of Morristown, Tennessee Amending Title 11 (Municipal Offenses), by Deleting Chapter 1 (Pinball Machines), Chapter 3 (Interference with Public Operations and Personnel) and Chapter 6 (Miscellaneous) of the Morristown Municipal Code.

Councilmember Garrett made a motion to approve Ordinance No. 3562 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2016. Councilmember Bivens seconded the motion. Discussion ensued. Upon roll call; all voted “aye”.

Ordinance No. 3562

An Ordinance of the City Council of Morristown, Tennessee Amending Title 11 (Municipal Offenses), Chapter 2 (Offenses Against the Peace and Quiet), Sections 201 (Disturbance of the peace) and 202 (Noise prohibited; exceptions) of the Morristown Municipal Code.

Councilmember Pedigo made a motion to approve Ordinance No. 3563 on first reading and schedule a public hearing relative to final passage of said ordinance for August 16, 2016. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3563

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 11 (Municipal Offenses), Chapter 4 (Firearms and Weapons) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve the 2016 Consolidated Annual Action Plan from the U.S. Department of Housing and Urban Development in the amount of \$242,072 in CDBG funding. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Emergency Shelter Grants Program, Stewart B. McKinney Homeless Assistance Act, grant contract between the City of Morristown as Recipient, and Ministerial Association Temporary Shelter (MATS) as Subrecipient in the amount of \$50,850, this is a 50/50 grant with MATS providing the match. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Community Development Block Grant (CDBG) between the City of Morristown as Recipient and Rose Community Center as Subrecipient in the amount of \$17,400 for Rose Center HVAC unit replacement. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Community Development Block Grant (CDBG) between the City of Morristown as Recipient and the Tennessee Valley Coalition for the Homeless as Subrecipient in the amount of \$4,500 for the TVCH-HMIS Program. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Community Development Block Grant (CDBG) between the City of Morristown as Recipient and Morristown-Hamblen Central Services (MHCS) as Subrecipient in the amount of \$9,000 for MHCS Homeless Prevention Program. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Commercial Purchase and Sale Agreement between City of Morristown and William J. Rooney in the amount of \$64,516 from Council Contingency. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of Radar Detection for eight (8) intersections in the amount of \$156,299 from WAVETRONIX, a sole source vendor. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Garrett made a motion to approve the purchase of the following vehicles from TT of Columbia, a state contract vendor: Police Department – one (1) SSV Crew Cab 4x4 in the amount of \$39,426.74, one (1) SSV Crew Cab 4x4 in the amount of \$38,008.52, two (2) Dodge Durango SSV All Wheel Drive in the amount of \$67,484.54, six (6) Charger Pursuit V6 in the amount of \$190,584.78; Public Works Department – one (1) 4x4 Pickup truck in the amount of \$35,398.83; Parks & Recreation Department – one (1) 2500 Tradesman Crew Cab 4x4 Pickup truck in the amount of \$37,908.39; Fire Department – one (1) Dodge 1500 Pickup truck in the amount of \$31,230. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between T. Phillip Carlyle (412 N. Bellwood Road) and the City of Morristown. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney nominated Terry Watterson to fill the remaining term of Tera Bunch on the Tree Board, term expiring September 18, 2017. Councilmember Senter made a motion to elect Terry Watterson by acclamation. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the August 2, 2016, City Council meeting at 6:11 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

ORDINANCE NO. 3559

**An Ordinance Granting a Franchise to the
Morristown Utilities Commission, to Build, Construct,
Operate and Maintain a Cable Television System in
the City of Morristown, Tennessee, and Setting Forth
Conditions Accompanying the Granting of this
Franchise:**

Be it ordained by the City Council of the City of Morristown, Tennessee, as follows:

Section 1 - Title. This Ordinance shall be known and may be cited as the Terms and Conditions of the Cable Television Franchise.

Section 2 – Definitions. For the purpose of the Ordinance, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The word "shall" is always mandatory. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of the section, and are not to be used in construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:

(a) "City" or "Grantor" is the City of Morristown, a municipal corporation under the laws of the State of Tennessee, or any successor to the Legislative powers of the present City.

(b) "Grantee" or "Company" is Morristown Utilities Commission. It is the grantee of rights under this franchise.

(c) "Franchise" is the rights granted to any person by the City of Morristown under the terms of this and any agreement entered into by and between the City of Morristown, Tennessee, and such person according to the terms of this Code.

(d) "City Council" is the governing legislative body of the City of Morristown, Tennessee.

(e) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(f) "Cable System" means all or part of the facility owned, rented, leased or otherwise controlled by Grantee (Including plant, facilities, equipment, and closed signal transmission paths, switches, software,

hardware, and other processing equipment, antennas, cables, amplifiers, towers, microwave links, studios, real and personal property, and any and all conductors, home terminals, converters, remote control units, and all associated equipment or facilities) the purposes of which include distributing Cable Services or programming or producing, receiving, amplifying, storing, processing, or distributing voice, data, video, multimedia or other forms of electronic, optical or other signals in the Franchise Area.

(g) "CATV System" shall mean cable system.

(h) "Corporate Limits" shall include all areas lying within the limits of the City of Morristown, Tennessee, as from time to time changed by annexation or other legal methods.

(i) "Federal Communications Commission" or "FCC" is the Commission or Agency created pursuant to Communications Act of 1934 or its successor agency.

(j) "Channels" shall mean a group of frequencies in the electromagnetic spectrum capable of carrying an audio-data or an audio-video television signal.

(k) "Basic Cable Service" means any service tier which Includes the re- transmission of local television broadcast signals, which tier also meets the definition of Basic Service contained in 47 U.S.C. 543(b)(7).

(l) "Gross Annual Receipts" shall mean all revenue derived directly by the Grantee and its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Ordinance; including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other service receipts, gross annual advertising receipts, gross annual receipts from use of commercial channels, receipts from any use of the system for data services, installation and reconnection fees, and converter and other equipment rentals; provided, however, that this shall not include any taxes or franchise fees on services furnished by the Grantee herein, imposed directly upon any subscriber or user by the state, City or other governmental entity and collected by the Grantee on behalf of said governmental unit.

(m) "City of Morristown" or "City" means the present municipal corporation of Morristown together with any future annexation made pursuant to law.

(n) "Ordinance" or "Franchise Ordinance" means this Ordinance which grants a franchise and defines the specific rights and obligations of each party pursuant to the general authority, powers and restrictions of this Ordinance.

(o) "Streets" shall mean the surface of and all rights-of-way and the space above and below any public street, road, highway, bridge, freeway, lane, path, sidewalk, alley, court, boulevard, parkway, drive, waterway or easement now or hereafter held by the City for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter held by the City which shall, within their proper use and meaning entitle the franchisee to the use thereof for the purposes of installing or transmitting cable television system transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.

(p) "Year" means the remaining portion of any calendar year in which a franchise is granted. Thereafter, "Year" means a full calendar year.

Section 3 - Grant of Authority.

(a) The City warrants it has a right to issue a franchise and the Grantee, by acceptance, acknowledges and accepts the right of the City to issue the same.

(b) The City hereby grants to Grantee, subject to the right of amendment as hereinafter provided, the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of the City of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals as may be deemed appropriate by the Grantee, upon the limitations, terms, and conditions in this ordinance contained, as the same may be from time to time amended.

(c) This franchise award shall not be sublet, assigned or leased, nor shall any of the rights or privileges therein granted or authorized be transferred or assigned, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, title, interest or property therein pass to or vest in any person except the Grantee, either by act of the Grantee or by operation of law, without the prior consent of the City expressed by

ordinance, which consent will not be unreasonably withheld. The City shall take such consent or denial action within the limits prescribed in 47 U.S.C. 537.

(d) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive when granted by the City.

Section 4 - Compliance With Applicable Laws.

(a) Grantee, at all times during the life of its franchise, shall be subject to all lawful exercise of the police power by the City. Unless otherwise prohibited by State or Federal law, or where jurisdiction has been or shall be conferred upon a State or Federal commission, board or body, the City reserves a right by ordinance or resolution to regulate such cable system as to attachment fees, if any; rates and charges to be paid by the subscribers for the service; the quality of service to be provided subscribers; the rate of construction of facilities so as to serve the territorial area referred to hereinafter; to promulgate rules and regulations and other necessary supervisory procedures to assure prompt completion of the system; to provide service for all citizens of the City, subject to the extension policy as stated in Section 11 wherever located; to set a schedule of construction that will attain the said completion of such system as herein above last stated; and to adopt such other rules and regulations it may now or hereafter lawfully impose in keeping with and not in conflict with applicable State or Federal law, or the lawful rules and regulations heretofore or hereafter adopted by any Federal commission, board or body and/or any lawful State rules and/or regulations lawfully adopted by any State commission, board or body.

(b) Grantee, its successors and assigns granted a franchise hereunder, shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar Federal Commission or State regulatory body having jurisdiction. If the Grantee, its successors or assigns, shall fail to comply with any material Federal and/or State statute, rules, regulations, orders or conditions lawfully vested under Federal law in any Federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in any State regulatory body and/or rules, regulations, orders and conditions lawfully vested in the City, the City shall have the right to terminate or cancel any franchise granted hereunder after

written notice to the Grantee to correct such failure or default and such failure or default shall continue for a period of time specified in such notice, not less than ninety (90) days.

Section 5 – Franchise and Area. Any franchise granted hereunder relates to the present City limits of the City and to any area hereafter added thereto during the term of any franchise granted hereunder.

Section 6 – Services. The cable television system provided by the Grantee shall have a bandwidth of no less than 750 MHz.

Section 7 – Customer Service and Signal Quality Requirements.

The Grantee shall:

- (a) Comply with the technical standards provided by the Federal Communications Commission as from time to time same may be amended.
- (b) Limit failures which leave 5 or more subscribers with no cable service to a minimum by locating and addressing with reasonable efforts such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.
- (c) Demonstrate by instruments or otherwise to subscribers that a signal of adequate strength and quality is being delivered.
- (d) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, upon request from customers affected, calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.
- (e) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

Section 8 - Public Educational & Governmental Access Channels and Emergency Broadcast Services Required.

- (a) The Grantee shall provide, but without charge and subject to the rules and regulations of the Federal Communications Commission, public emergency broadcast capabilities whereby the City can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

(b) Grantee shall reserve one or more channels for educational and governmental access for the use by Granter to be made available to customers served by Grantee in the City of Morristown and Hamblen County. Granter shall assume all responsibility for and have exclusive authority for programming, content, regulation, and scheduling use of the dedicated channel by any and all users. With prior approval of the Granter, such channel or channels may be used by Grantee for other purposes when not required by access users.

(c) Grantee will cooperate with the City in any request for joint development of an operational plan for construction of an institutional network (I-net) serving all municipally-owned or other public buildings In the City. Such I-net shall also include such connection(s) to Walters State Community College as specified by the City. Upon request by the City, and at the City's expense, the Grantee will construct an institutional network approved by the City at actual costs to Grantee for labor and materials for the construction of the institutional network. Once construction is completed, the City shall pay to the Grantee a monthly maintenance fee at the Grantee's then prevailing rate.

(d) Grantee, at its own expense and upon specific written request by the City, will provide and maintain one connection for Basic Service to each City building, each public, primary, middle and high school, public library; and police station and fire station within the corporate limits of the City; provided, that Grantee shall not be responsible for providing the distribution system or internal wiring within any of such places and provided, further, that Grantee shall not be required to bear the expense or cost of any installation necessary for such purposes beyond a 125 foot service drop. Such additional costs, on a time and materials basis, shall be borne by the requesting institution or location. Further, no monthly customer service fee will be charged for Basic Service for the first connection of such facilities. Nothing in the Franchise shall be construed to permit any person, organization or other entity receiving a free connection or free service under this provision to extend such connection or service to other persons or locations or to receive any remuneration or compensation for any such connection or service unless approved in writing by Grantee.

Section 9 – Indemnification. Grantee shall save the City harmless from all loss sustained by the City on account of any suit judgment execution, claim or demand whatsoever against the City resulting from negligence on the part of Grantee In the construction, operation or maintenance of its cable television system in the City; and for this purpose Grantee shall carry property damage and personal injury insurance with some responsible

insurance company or companies qualified to do business in the State of Tennessee. The amounts of such insurance to be carried for liability due to property damage shall be:

Commercial General Liability \$1,000,000 per occurrence
Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Umbrella Liability\$1,000,000 per occurrence C.S.L

The City shall notify Grantee, in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of Grantee. Where any such claim or demand against the City is made by suit or legal action, written notice thereof shall be given by the City to Grantee not less than five (5) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the City, whichever notice period yields Grantee the larger amount of time within which to prepare an answer.

Section 10- Construction & Maintenance.

(a) All structures, lines and equipment erected by Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners. Existing poles, posts, conduits, and other such structures of any electric power system, telephone company, or other public utility located In the City shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The City shall actively assist Grantee to the fullest extent necessary in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles and conduits. To the extent that existing poles, posts, conduits, and other such structures are not available, or are not available under reasonable terms and conditions, including excessive cost or unreasonable limitation upon the use of Grantee's cable television system, Grantee shall upon approval by the City have, the right to purchase, lease, or in any other manner acquire land, rights-of-way, or public utility easements upon or under which to erect and maintain its own poles, conduits, and other such structures as may be necessary for the construction and maintenance of its cable television system. Where all other existing utilities are underground, Grantee shall locate its facilities underground.

(b) In case of any disturbance by Grantee of pavement, sidewalk, driveway or other surfacing. Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk,

driveway or surface so disturbed in at least as good condition as before said work was commenced. Before any of the above mentioned disturbances may commence, the Grantee shall notify the City so that inspections may be made of the before and after construction conditions.

(c) Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.

(d) All poles, lines, structures and other facilities of Grantee in, on, over and under the streets, sidewalks, alleys, public utility easements and public grounds or places of the City shall be kept by Grantee at all times in a safe condition.

(e) When the City undertakes any reconstruction, realignment or any other work on City Street which would require relocation or modification of Grantee's poles, wires, or other facilities, City shall notify Grantee, and Grantee shall be responsible for such relocations of Grantee's facilities. Grantee shall be entitled to any reimbursement funds that may be made available to other affected parties.

Section 11- Service Extension. Grantee agrees to extend its cables to provide additional service within the corporate limits of the City of Morristown so as to make the service available to all residential occupancies within the City. Extension of service shall not be required into an area where there are less than twenty-five (25) homes per lineal mile beyond 500 feet of Company's existing trunk system or into an area where electric service is provided by an entity other than Morristown Utilities Commission.

Section 12 - Amendments & Supplemental Agreements. It shall be the policy of the City to amend the Franchise, upon application of the Grantee, or when otherwise warranted, to enable the Grantee to take advantage of any development or developments in the field of CATV/Internet and telecommunications services which will afford an opportunity to more efficiently or economically serve its customers, but the City is under no obligation to amend if it deems such an amendment not in the public interest. It shall further be the policy of the City to encourage competition among cable operators and between cable operators and other providers of communications services on a fair and equitable basis, and Grantee acknowledges that such

may be accomplished through amendments to this ordinance, and that such amendments may Impose additional obligations and restrictions upon Grantee where same are reasonably deemed by Granter to be in the public Interest.

Section 13 - Filings & Communications With Regulatory Agencies. The City shall be notified of all petitions, applications, registrations and responses to complaints submitted by the Grantee to the Federal Communications Commission concerning the Grantee's system, and shall provide copies of all such documents to the City if requested to do so.

Section 14 - Maps. Plats & Reports.

(a) The Grantee shall file with the City Administrator a true and accurate map or plat of the proposed plant and proposed extensions. Such map or plat shall be updated at least annually.

(b) The Grantee shall file upon request with the City, or its designee, not later than ninety (90) days after requested, an income statement applicable to the operations within the City during the preceding twelve month period, and a balance sheet. There shall be submitted along with them such other reasonable information as the City shall request with respect to the company's properties and expenses related to its operations within the City.

Section 15 - Franchise Term & Renewal. This franchise shall take effect and be in full force from _____, and after acceptance by Grantee as provided in Section 20, and the same shall continue in full force and effect for a term of ten (10) years. Renewals shall be accomplished as provided for in Federal law and regulations. Renewal contracts shall be automatically extended for consecutive annual renewal terms year to year thereafter.

Section 16 - Forfeiture. If Grantee should violate any material terms, conditions, or provisions of this franchise or if Grantee should fail to comply with any material provision of any ordinance of the City regulating the use by Grantee of the streets, alleys, public utility easements or public ways of the City, and should Grantee further continue to violate or fail to comply with the same for a period of ninety (90) days after Grantee shall have been notified in writing by the City to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and annulled and shall there by forfeit and annul all the rights and privileges granted by this franchise; provided, however, that such forfeiture shall be declared only by written decision of the City Council after an appropriate public proceeding before the City Council affording Grantee due process and full opportunity to be heard and to respond to any such notice of violation or

failure to comply; and provided further that the City Council may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply upon showing by Grantee of mitigating circumstances. Grantee shall have the right to appeal any finding of violation or failure to comply with any resultant penalty to any court of competent jurisdiction, as provided In 47 U.S.C. 555. In the event that forfeiture is imposed upon Grantee, it shall be afforded a period of six (6) months within which to sell, transfer, or convey this cable television system to a qualified purchaser at fair market value. During this six (6) month period, which shall run from the effective date of the final order or decision imposing forfeiture, including any appeal, Grantee shall have the right to operate this cable television system pursuant to the provisions of this franchise.

Section 17 – Surrender Right. Grantee may surrender this franchise at any time upon filing with the City Administrator a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties and liabilities of Grantee in connection with this franchise shall terminate. Further, should the Grantee, his and/or its successors and assigns discontinue the business for which this franchise is granted, all poles, wires, cables and other devises shall be removed without expense to the City, within ninety (90) days after demand for such removal is made by the City.

Section 18 – Transfers. All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the City and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, in compliance with the requirements of 47 U.S.C. 537; provided, however, that this Section shall not prevent the assignment or hypothecation of the franchise by Grantee as security for debt without such approval.

Section 19 – Franchise Fee. In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 542, Grantee agrees to pay the City a sum of money equal to five percent (5%) of Grantee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 30th of the month following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the City by Grantee, including ad valorem or business tax.

Section 20 - Effective Date and Acceptance. This Ordinance shall become effective on _____, and, after acceptance by Grantee, shall then be and become a valid and binding contract between the City and Grantee; provided, however, that this Ordinance shall be void unless Grantee shall, within ninety (90) days after the final passage of this Ordinance as provided in Section 22, file with the City Administrator a written acceptance of this Ordinance and the franchise herein granted, agreeing that it will comply with all of the provisions and conditions hereof and that it will refrain from doing all of the things prohibited by this Ordinance.

Section 21 - Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 22 - Passage and Effective Date. For purposes of becoming a law, this Ordinance shall be effective after its final passage, the public welfare requiring it. For all other purposes, it shall be effective as provided for in Section 20 above.

PASSED ON FIRST READING THIS THE 2ND OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 16TH DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3560
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 10 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 10 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

"TITLE 10

ANIMAL CONTROL

Sec. 10-101. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Animal means any live, vertebrate creature, domestic or wild.

Animal control authority (ACA) means the agency or department empowered to enforce this chapter.

Animal control officer / humane officer means the person(s) employed by the Morristown Hamblen Humane Society (MHHS) as its enforcement officer(s).

Animal shelter means any facility operated by the Morristown-Hamblen Humane Society (MHHS) for the purpose of caring for all animals held under the authority of this chapter or state law.

At-large means any animal shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.

Dangerous animal means:

(1) Any animal which, according to the records of the Morristown-Hamblen Humane Society (MHHS) and/or the Morristown Police Department (MPD), Hamblen County Sheriff's Department (HCSO) and/or the Hamblen County Health Department (HCHD), has inflicted severe injury on a human being without provocation on public or private property; or

(2) Any animal which, according to the records of the appropriate authority listed above, has killed a domestic animal without provocation while off the owner's property; or

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; or

(4) Any animal not owned by a governmental or law enforcement unit used primarily to guard public or private property; or

(5) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or another domestic animal.

(6) Exemptions for animals that are provoked. No animal may be declared dangerous if the threat, injury or damage was sustained by a person who, at the same time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was teasing, tormenting, abusing, or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal or was committing or attempting to commit a crime.

Euthanize means to give a painless death.

Humane society means the Morristown-Hamblen Humane Society ("MHHS").

Humane society agent means any properly designated officer of the MHHS.

Impound means to confiscate or seize and hold.

Owner means any person, groups of persons, or corporation owning, keeping, or harboring an animal. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more, or allowed to stay on property unreported as a stray.

Severe injury means any animal that causes physical injury that results in a broken bone or lacerations requiring sutures or cosmetic surgery.

Wild animal means any live, warm-blooded animal that cannot be domesticated, or any reptile.

(Ord. No. 2592, 2-1990)

Sec. 10-102. - Running at large.

It shall be unlawful for any person owning or in charge of, or having custody of, any animal, or fowl, to permit such animal or fowl to run at large within the city. It shall also be a violation of this chapter if any person violates Tennessee Code Annotated §44-8-408 and the City and/or animal control authority may take all necessary actions to enforce this statute.

(Ord. No. 2592, 2-1990)

Sec. 10-103. - Female dogs in heat.

The animal must be confined in a suitable building (suitability to be determined by the humane officer) in such a manner that such female dog cannot come into contact with another animal except for planned breeding, for the entire heat

period (usually 24 days). Female dogs found in violation of this section and impounded will not be released from the animal shelter until said animal has been spayed, at the expense of the owner and until the other fees have been paid as set out in section 10-104(4).

(Ord. No. 2592, 2-1990)

Sec. 10-104. - Impoundment.

(a) All animals found in violation of any section(s) of this chapter may be impounded by the humane officer or any law enforcement officer of the city and kept at the animal shelter in a humane manner, pursuant to the subsections below.

(b) Impounded animals shall be kept for not less than 72 hours (three days). Any animal not reclaimed by its owner within this time shall become the property of the humane society, and shall be made available for adoption or euthanized. However, if an emergency situation exists that requires the immediate euthanasia of an injured, dangerous or severely diseased non-livestock animal, the animal may be immediately euthanized.

(c) The humane officer, upon impoundment of any animal, shall make a reasonable effort to notify the owner.

(d) To reclaim an animal, an owner or any person in charge of such animal must pay the cost of a rabies vaccination if no certificate of vaccination is presented, and the cost of impounding and maintaining such animal.

(e) No person shall, without proper authority, release any animal or fowl impounded.

(f) No impounded live animal shall be sold or given to anyone to be used for experimentation purposes in a school, laboratory, university or any research facility.

(Ord. No. 2592, 2-1990)

Sec. 10-105. - Animal care.

(a) No owner(s) shall fail to provide their animal(s) or fowl with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

(b) No person shall kill, wound, trap, or catch any birds or destroy any bird nests within the city, unless authorized in writing by the city administrator.

(c) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement, to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(d) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained or located, such

operator shall at once report the accident to the MHHS or to the appropriate law enforcement agency.

(e) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be consumed by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed with vegetable substance.

(f) Tennessee Code Annotated §§ 39-14-201 et. seq., are incorporated by reference as if set out in full.
(Ord. #2592, Feb. 1990)

Sec. 10-106. - Dangerous animals.

(a) No person shall keep any animal known to be vicious or dangerous.

(b) If the animal control officer has reason to believe that an animal meets the definition of a "dangerous animal" as stated in section 10-101 above, then the owner of the animal shall be cited into the Morristown Municipal Court for a hearing on the allegations and determination of the dangerous animal ordinance.

(c) Owner's/keeper's responsibilities of a dangerous animal. The following actions are required of owners of animals that have been designated as "dangerous" by the procedures described above:

(1) The owner or keeper shall notify the animal control authority immediately if a "dangerous animal is loose, unconfined, has attacked another animal or has attacked a human being;

(2) While on the owner's property, a "dangerous animal" must be securely confined indoors or in a securely enclosed and locked pen or structure to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have minimum dimensions of five feet by ten feet and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal;

(3) The owner or keeper shall display a sign on his or her premises warning that there is a dangerous animal on the property. This sign shall be visible and capable of being read from the public street or thoroughfare. In addition, the owner shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal;

(4) A dangerous animal may be off the owner's premises if it is muzzled and restrained by a substantial chain or leash not exceeding six feet in length and under the control of a responsible adult person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but must prevent it from biting any person or animal;

(5) If the owner or keeper of dangerous animal is a minor, the parent or guardian of that minor shall be responsible for

compliance with the specifications of this chapter for the care and housing of the animal and shall also be liable for all injuries and property damage sustained by any person or domestic animal caused by an unprovoked attack by the animal.
(Ord. No. 2592, 2-1990)

Sec. 10-107. - Actions to be taken against owners of dangerous animals.

(a) Any dangerous animal shall be immediately confiscated by the animal control authority if the:

(1) Animal is not maintained in the proper enclosure;

(2) Animal is outside the dwelling of the owner, or outside of the proper enclosure and not under the physical restraint of the owner. In addition, the owner shall pay a fee of \$100.00 to the MHHS in addition to all other expenses incurred.

(b) If a dangerous animal of an owner with a prior conviction under this chapter, attacks or bites a person or another domestic animal, the dangerous animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(c) The owner of any animal that aggressively attacks and causes severe injury or death of any human, whether the animal has previously been declared dangerous. The animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.
(Ord. No. 2592, 2-1990)

Sec. 10-108. - Restrictions on keeping animals and fowls within the city.

(a) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street.

(b) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length, and must be attached to the animal by an appropriate collar or harness, and must remain free from possible entanglement.

(Ord. No. 2592, 2-1990)

Sec. 10-109. - Rabies vaccination, certificates, tags, and confinement.

(a) No person shall own, keep, or harbor any dog or cat which has not been vaccinated against rabies, as required by T.C.A. §§ 68-8-101, et. seq.. All such vaccinations shall be administered by or under the supervision of a veterinarian licensed by the state board of veterinary medicine examiners to practice veterinary medicine in the state.

(b) Evidence of the rabies vaccination shall consist of a certificate of vaccination and a rabies tag which must be worn by the animal on a collar at all times.

(c) No person, without proper authority, shall remove the collar or rabies tag from any animal.

(d) Whenever an animal has bitten any person or is for any reason suspected of being infected with rabies, the Hamblen County Health Department shall cause such animal to be confined or isolated at a veterinary hospital, the animal shelter, or other places as approved by the Hamblen County Health Department for such a time as the health department deems it necessary to protect the safety of the people and/or the property. When an animal has bitten a person, it shall not be killed while under confinement. If such animal should die within the period, the Hamblen County Health Department shall send its head to the state laboratory for examination.

The humane society shall be authorized to impose a reasonable charge for the housing and maintenance of said animals.

(Ord. No. 2592, 2-1990)

Sec. 10-110. - Keeping of wild animals.

No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes whether gratuitously or for a fee. This shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

(Ord. No. 2592, 2-1990)

Sec. 10-111. - Performing animal exhibitions.

(a) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will, or is likely to cause, physical injury or suffering.

(b) All equipment used on a performing animal shall fit properly and be in good working condition.

(Ord. No. 2592, 2-1990)

Sec. 10-112. - Animal waste.

The owner of every animal shall be responsible for the removal of any excreta deposited by their animal(s) on public walks, recreation areas, or private property.

(Ord. No. 2592, 2-1990)

Sec. 10-113. - Investigations.

For the purpose of discharging the duties imposed by this code and to enforce its provisions, any animal control officer or any police officer is empowered to enter upon any premises upon which an animal or fowl is kept or harbored and to demand the exhibition by the owner of such animal or fowl, the rabies

vaccination certificate for such animal. It is further provided that any agent of the humane society may enter the premises where any animal is kept in a reportedly cruel or inhumane manner and demand to examine such animal and to take possession of such animal when it requires humane treatment. (Ord. No. 2592, 2-1990)

Sec. 10-114. - Enforcement.

(a) The civil and criminal provisions of this chapter shall be enforced by the animal control authority. It shall be a violation of this chapter to interfere with an animal control officer in the performance of their duties

(b) The animal control officer may issue a citation for any violation of this chapter. A citation shall state the name and address of the owner, the date, time, and the nature of the violation and the amount of the fine. If the fine is not paid within seven days at the animal shelter, the owner will be summoned to appear in city court for enforcement of the fine and/or penalty. Violation of any provision of this title shall be a misdemeanor and punishable by a fine of \$50.00 for a first offense, \$50.00 for a second offense, and thereafter, a citation to appear in court. (Ord. No. 2592, 2-1990)”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 2ND DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 16TH DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3561
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE DELETING TITLE 11
(MUNICIPAL OFFENSES), CHAPTER 1 (PINBALL
MACHINES), CHAPTER 3 (INTERFERENCE WITH PUBLIC
OPERATIONS AND PERSONNEL) AND CHAPTER 6
(MISCELLANEOUS) OF THE MORRISTOWN MUNICIPAL
CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 11 (Municipal Offenses), Chapter 1 (Pinball Machines), Chapter 3 (Interference with Public Operations and Personnel) and Chapter 6 (Miscellaneous) of the Morristown Municipal Code are deleted in their entirety.

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 2ND DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 16TH DAY OF
AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3562
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 11
(MUNICIPAL OFFENSES), CHAPTER 2 (OFFENSES AGAINST
THE PEACE AND QUIET), SECTIONS 201 AND 202 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 11 (Municipal Offenses), Chapter 2 (Offenses Against the Peace and Quiet), Sections 201 and 202 of the Morristown Municipal Code are hereby amended by deleting the language in the current sections and replacing it with the following language:

“CHAPTER 2

OFFENSES AGAINST THE PEACE AND QUIET

Sec. 11-201. Disturbance of the peace. No person within the city shall willfully disturb the quiet, comfort or repose of others by engaging in violent, obstreperous, or tumultuous conduct or actions, or by engaging in unseemly, obscene, or profane language or actions calculated to provoke a breach of the peace and disturb a person of ordinary health and sensibilities. Furthermore, no person within the city shall willfully disturb the quiet, comfort or repose of others by causing loud and unusual noises, or by assaulting, striking, or fighting another, or by permitting any such conduct in or upon any house or premises owned by such person or under his control, so that others in the vicinity are reasonably disturbed thereby.

Sec. 11-202. Noise prohibited; exceptions. Subject to the provisions of this section, the creating of any unreasonably loud, disturbing, and unnecessary noise is prohibited. Noise of such character, intensity, or duration as to be detrimental to the health and sensibilities of ordinary persons, or in disturbance of the public peace and welfare, is prohibited.

(1) Prohibited noises enumerated. The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive:

a. Blowing horns. The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle while not in motion except as a danger signal if another vehicle is approaching, apparently out of control, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.

b. Radios, phonographs, etc. The playing of any radio, phonograph, or any musical instrument or sound device, including but not limited to loudspeakers or other devices for reproduction or amplification of sound, either

independently of or in connection with motion pictures, radios, or television, in such a manner or with such volume, particularly between the hours of 11:00 p.m. and 7:00 a.m., as to unreasonably annoy or disturb the quiet, comfort, or repose of persons in any office, hospital, or in any dwelling, hotel, or other type of residence, or of any person in the vicinity.

c. Yelling, shouting, etc. Yelling, shouting, hooting, whistling, or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably annoy or disturb the quiet, comfort, or repose of any person in any hospital, dwelling, hotel, or other type of residence, or of any person in the vicinity.

d. Pets. The keeping of any animal, bird, or fowl which, by causing frequent or long continued noise, shall unreasonably disturb the quiet, comfort, or repose of any person in the vicinity.

e. Use of vehicle. The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in such a manner as to cause loud and unnecessary grating, grinding, rattling, or other noise.

f. Exhaust discharge. To discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicle, or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

g. Building operations. The erection (including excavation), demolition, alteration, or repair of any building in any residential zone or the construction or repair of streets and highways in any residential zone, other than between the hours of 7:00 a.m. and 6:00 p.m. On weekdays, Monday – Friday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector granted for a period while the emergency continues not to exceed 30 days. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways between the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest through delay, he may grant permission for such work to be done between the hours of 6:00 p.m. and 7:00 a.m. upon application being made at the time the permit for the work is awarded or during the process of the work.

h. Noises near schools, hospitals, churches, etc. The creation of any excessive noise on any street adjacent to any hospital or adjacent to any school, institution of learning, church, or court while the same is in session.

i. Loading and unloading operations. The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates, and other containers.

j. Noises to attract attention. The use of any drum, loudspeaker, or other instrument or device emitting noise for the purpose of attracting attention to any performance, show, sale or display of merchandise.

k. Loudspeakers or amplifiers on vehicles. The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other purposes.

(2) Exceptions. None of the terms or prohibitions of this section shall apply to or be enforced against:

a. City vehicles. Any vehicle of the city while engaged upon necessary public business.

b. Repair of streets, etc. Excavations or repairs of bridges, streets, or highways at night, by or on behalf of the city, the county, or the state, when the public welfare and convenience renders it impossible to perform such work during the day.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 2ND DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 16TH DAY OF AUGUST, 2016.

MAYOR

ATTEST

CITY ADMINISTRATOR

**ORDINANCE NO. 3563
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 11
(MUNICIPAL OFFENSES), CHAPTER 4 (FIREARMS AND
WEAPONS) OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 11 (Municipal Offenses), Chapter 4 (Firearms and Weapons) of the Morristown Municipal Code is hereby amended as follows:

The title of Chapter 4 is hereby amended to be "Firearms and Weapons".

Sections 402, 404, 405, and 406 are hereby deleted.

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS THE 2ND DAY OF AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 16TH DAY OF
AUGUST, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: August 16th, 2016
SUBJECT: Rezoning Request
Buffalo Trail / Shields Ferry Road

REQUEST -

A rezoning request was received by the Planning Department by Ms. Wanda Sexton for her property at 1211 Buffalo Trail in north Morristown. Ms. Sexton is wishing to sell the property, currently zoned Local Business (LB), to accommodate an automotive sales and repair center. Ms. Sexton is seeking a zoning designation of Intermediate Business (IB) to accommodate this commercial land use. Mr. Terry Ball will be representing the property owner.



The property, 0.65 acres in size, contains one principle building (2,750 square feet) and four accessory buildings. The lot is of an irregular 'pie' shape as it sits at the intersection of a major arterial (Buffalo Trail) and a collector street (Shields Ferry Road). The land is bounded by residential uses to the south across Buffalo Trail, all of which are zoned LB. Most of this housing is in poor condition. There exists to the west of the intersection and across Shields Ferry Road automotive tire sales (zoned LI) and a convenience store (zoned IB). Directly behind the subject site is an automotive repair shop (zoned IB) which appears derelict. To the east is located another pawn shop which is zoned LB.

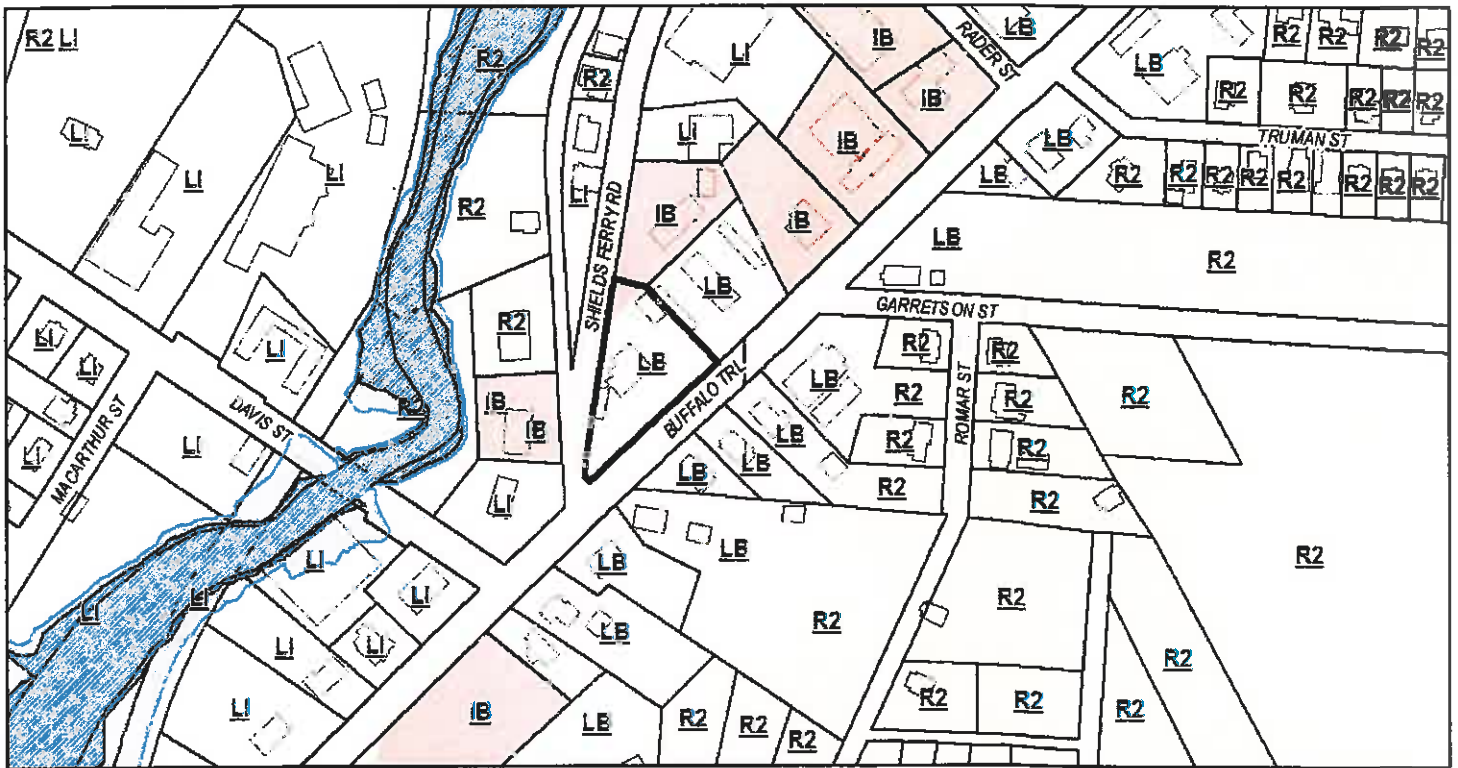
To summarize, all lands surrounding this site are zoned commercially though not all are of the same zoning designation. Under Local Business (LB) district guidelines, automotive sales or repair is not an allowed use. This district, in broader terms, is indicative of more pedestrian friendly type commercial land uses, those traditionally found along the fringes of residential neighborhoods.

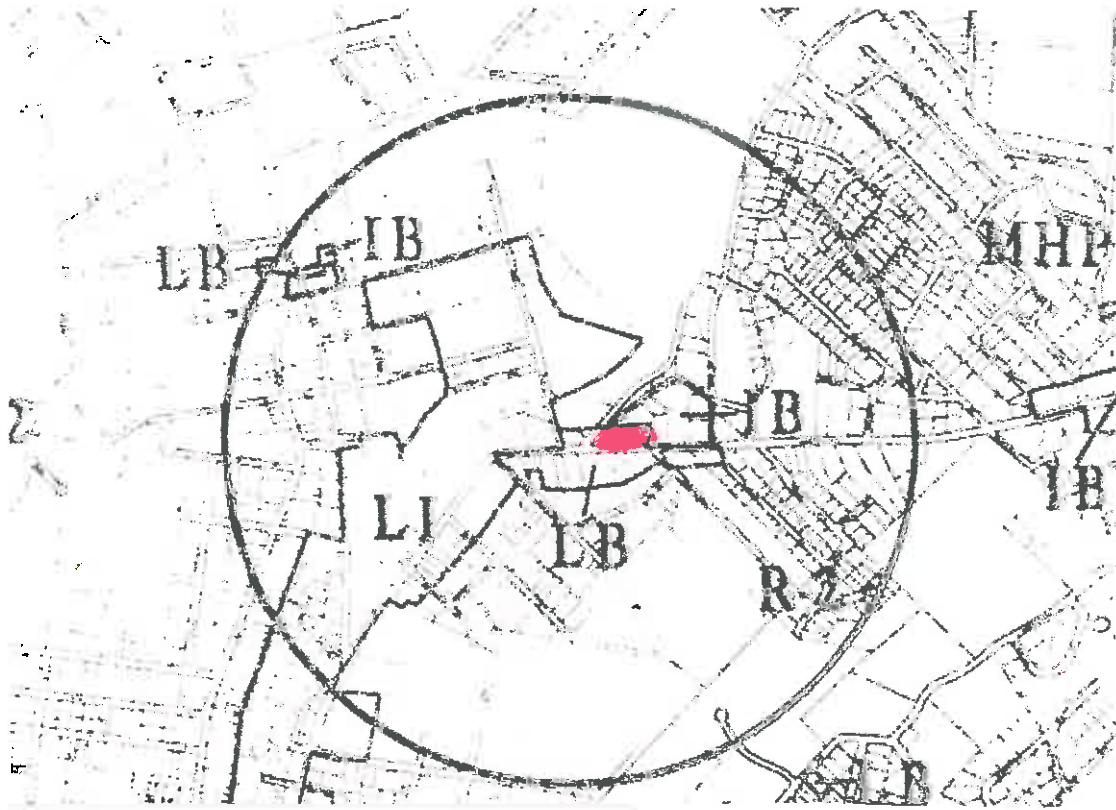
IB or Intermediate Business districts are generally located on heavier traveled roads and tend to have heavier impacts (traffic, noise, light) to surrounding properties because of its permitted uses which are predominantly larger scale commercial businesses which generate more vehicular traffic.

Zoning within this region has not changed since 1975 as is shown on the graphic on the accompanying page though the corporate limits have increased in that region of the City by more than 2000 acres since that date. Traffic volume data from 2010 - 2015 shows consistent traffic counts along this portion of Buffalo Trail averaging 14000 trips per day.

[Return to Agenda](#)

Staff sees IB (Intermediate Business) as the most appropriate designation for this property if not for most of the existing businesses which front Buffalo Trail today. Staff would also recommend a study of this area be conducted in order to help guide development along this important north/south corridor.





1975 Zoning Map

The Regional Planning Commission voted to forward this rezoning request on to City Council for approval at their August 9th, 2016 meeting.

CITY COUNCIL OPTIONS:

1. Approve rezoning request as submitted;
2. Approve rezoning request with conditions;
3. Table rezoning request;
4. Deny rezoning request

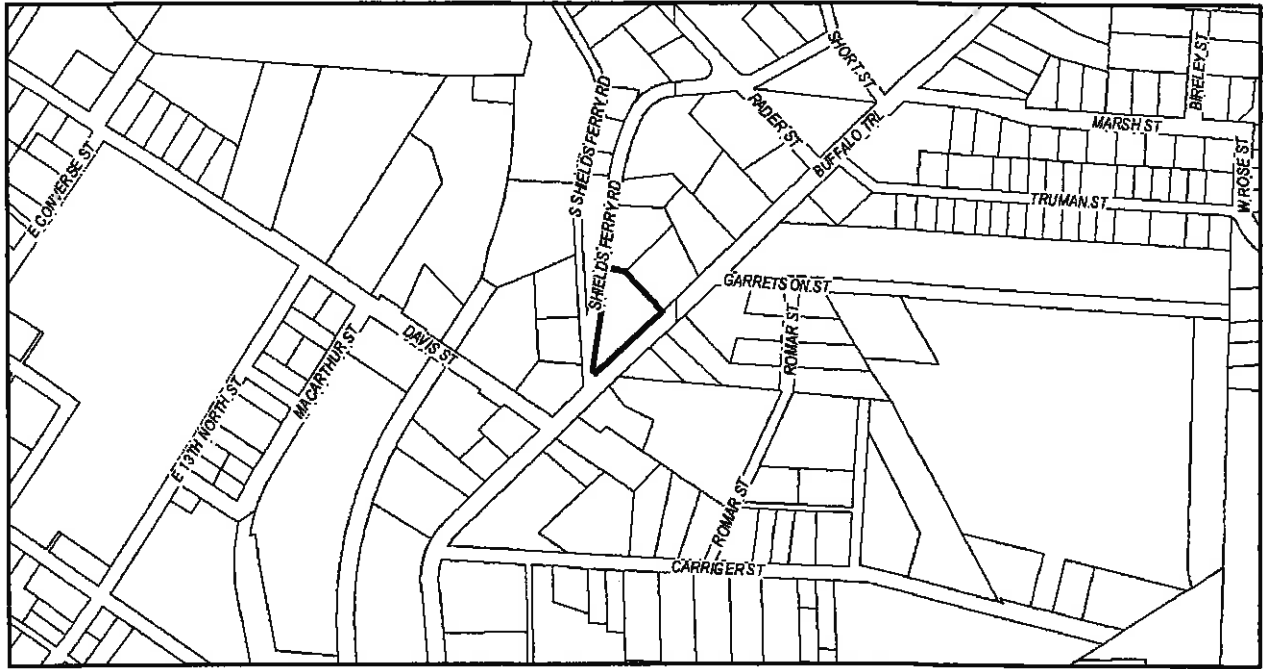


EXHIBIT A

ORDINANCE # _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN TENNESSEE, APPENDIX B AND OFFICIAL ZONING MAP. (Rezoning of property currently addressed as *1211 Buffalo Trail* from *Local Business (LB)* to *Intermediate Business (IB)* in the *First Civil District of Hamblen County*.)

BE IT ORDAINED BY THE CITY OF MORRISTOWN AS FOLLOWS:

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Local Business District (LB) to Intermediate Business District (IB).

That same parcel of land currently having been assigned as 1211 Buffalo Trail and having Hamblen County Tax Map ID # 032033D J 0110 containing 0.63 +/- acres;

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

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

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

Passed on first reading this the 16th day of August, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 6th day of September, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423)585-4620

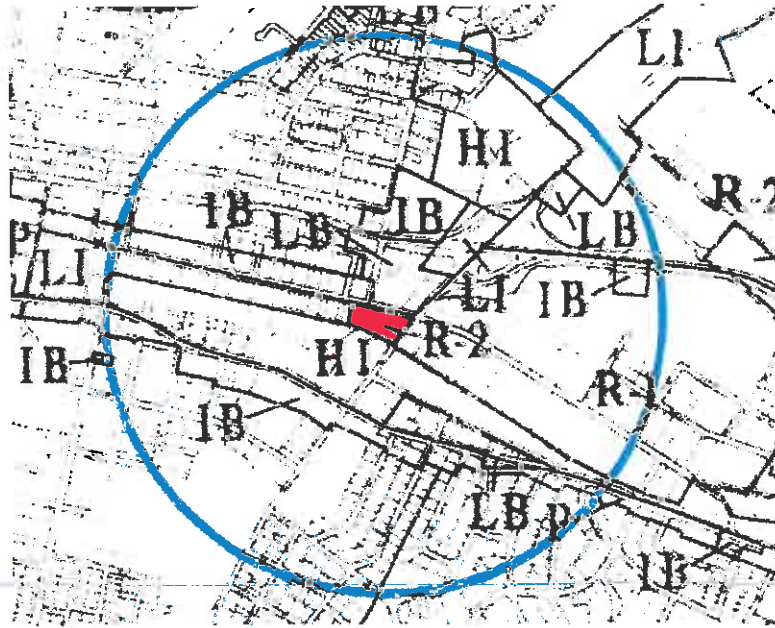
TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: August 16th, 2016
SUBJECT: Rezoning Request
E. Main Street

REQUEST -

A rezoning request was received by the Planning Department by owner Mr. John Hale for his properties located at the southwest intersection of E. Main Street and N. Liberty Hill Road behind the Popkin Field Food City. Addresses contained within these two parcels include 1156/1202/1204/1216 E. Main Street. Mr. Hale is seeking IB (Intermediate Business) zoning approval for both properties which are currently zoned R-2 (Medium Density Residential). Mr. Paul Lebel will be representing the property owner.

The smaller of the two lots, (1156 E. Main) is 0.5 acres in size with an existing contractor's truck repair facility and office located on site. The larger parcel to the east is 1.5 acres in size and features two structures, one small office building (1,000 square feet) and a larger commercial building which is around 9,000 square feet in size. Both lots have access off of E. Main Street with the larger lot having access from N. Liberty Trail as well.





Zoning Map 1975

As shown on the above graphic, these properties have been zoned for residential use (R-2) since 1975, a use which has never occupied either site. The site has been home to a truck repair shop, grocery store and furniture store, the latter two uses no longer considered to be 'grandfathered' as they have been vacated for longer than a year, this being the impetus to rezone the property as the owner is wishing to sell. Local Business (LB) zoning would under normal circumstances be the preferred designation for these properties due to their proximity to surrounding residential neighborhoods and adjacency to the downtown area. Staff feels that the size of the site itself will dictate future commercial uses with regard to both building size and parking and that IB (Intermediate Business) land uses would offer more flexibility when developing the site.

Staff recommends rezoning of these two properties from R-2 (Moderate Residential) to IB (Intermediate Business) and would also recommend a land use and/or zoning study be conducted in this neighborhood. If approved, this will be the second zoning change within this area in as many months. (Evans Street Rezoning (R-2 to LB) approved by City Council this past month)

CITY COUNCIL OPTIONS:

1. Approve rezoning request:
2. Approve rezoning request with conditions:
3. Deny rezoning request;
4. Table rezoning request.



ORDINANCE # _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN TENNESSEE, APPENDIX B AND OFFICIAL ZONING MAP. (Rezoning of property currently containing the following addresses *1156, 1202, 1204, and 1216 E. Main Street* from *Medium Residential (R-2)* to *Intermediate Business (IB)* in the *First Civil District of Hamblen County*.)

BE IT ORDAINED BY THE CITY OF MORRISTOWN AS FOLLOWS:

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2, Medium Residential to IB, Intermediate Business District.

Those parcels of land currently having been assigned as 1156, 1202, 1204, and 1216 E. Main Street and having Hamblen County Tax Map ID # 032034J A 02301 and Hamblen County Tax Map ID # 032034J A 02300 containing 2 +/- acres;

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

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

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

Passed on first reading this the 16th day of August, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR

Passed on second and final reading this the 6th day of September, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR



Department of Community Development
West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: August 16, 2016
SUBJECT: Zoning Text Amendment of Chapter 29, Section 14-2905 & 14-2906

BACKGROUND:

Chapter 29 (Sign Regulations) of the City of Morristown Zoning Ordinance contains many definitions and regulations relating to a variety of types of both temporary and permanent signage. These regulations are primarily categorized in regard to zoning districts. Since the most recent ordinance has been in place, a variety of concerns have arisen in regard to administration and enforcement of the ordinance.

As a result, staff has researched and is recommending a few proposed alterations to the sign ordinance in order to ensure more accurate administration and enforcement. These alterations are as follows and are highlighted in detail in the attached copy of the sign ordinance:

1. **Subdivision Temporary Development Signs** – To allow parcels greater than ten (10) acres in size subdivision temporary development signage not to exceed two hundred (200) square feet of said signage across no more than five (5) signs per public street frontage. (14-2906-b-3)
2. **Central Business District**
 - a. To allow parcels greater than three (3) acres in size Electronic Message Center (EMC) signs on monuments in the Central Business (CB) zone. These monuments may not exceed 40 square feet in sign face area, must be ground-mounted, have a maximum height of 6 feet, and any EMC contained within shall not exceed 20 square feet. Also requires these types of monuments to match the architectural style and construction materials of the principal structure. EMC regulations regarding luminance levels and timing have also been included in this section from existing regulations within the sign ordinance. (14-2906-d-3)
 - b. To allow parcels greater than three (3) acres in size secondary access signs, similar to what is allowed in other commercial zones. These signs are regulated in regard to their location from secondary access points or drives. They may not exceed 40 square feet in sign area or 6 feet in height. They may contain an EMC up to 20 square feet of the sign face only IF an EMC is not already present on the primary monument sign. Two monument signs with two EMCs will not be permitted. (14-2906-d-12)
 - c. To allow parcels greater than three (3) acres in size wall signage, limited to 10% of the measurement of the front wall, from ground to roof, multiplied by the length of wall, measured end to end, per road frontage not to exceed four hundred (400) square feet in total and having a maximum of three (3) wall signs per public street frontage. (14-2906-6)
3. **Shopping Center Signage** – Delete a sentence from the passage discussing shopping center signage minimum height clearance. This passage is no longer relevant due to sight distance triangle requirements and building code requirements.

RECOMMENDATION:

Staff proposes that the Morristown Regional Planning Commission recommend this text amendment be added to the zoning ordinance request to City Council for approval.

MRPC RECOMMENDATION:

At the August 9, 2016 meeting of the Morristown Regional Planning Commission, the MRPC voted to recommend approval of the proposed changes to the Morristown City Council.

CHAPTER 29
SIGN REGULATIONS
(03/04/2014)

SECTIONS

- 14-2901. FINDINGS, PURPOSE and EFFECT.
- 14-2902. SIGN PERMITS – Application, Fees, Inspections and Insurance.
- 14-2903. DEFINITIONS.
- 14-2904. GENERAL PROVISIONS.
- 14-2905. PROHIBITED SIGNS.
- 14-2906. ALLOWABLE SIGNS BY ZONING DISTRICT.
- 14-2907. ADMINISTRATION AND ENFORCEMENT.
- 14-2908. APPENDIX 29-A GRAPHIC DESCRIPTIONS.

CHAPTER 29
SIGN REGULATIONS
(3499-03/04/2014)

14-2901. FINDINGS, PURPOSE, and EFFECT.

a. *Findings.* The members of the City Council hereby find as follows:

1. Exterior signs have a substantial impact on the character and quality of the environment.
2. Signs provide an important medium through which individuals may convey a variety of messages.
3. Signs can create traffic hazards, aesthetic concerns and detriments to property values, thereby threatening the public health, safety and welfare.
4. The city's zoning regulations have always included the regulation of signs. The regulation of the physical characteristics of signs within the city has had a positive impact on traffic safety and the appearance of the community.
5. Other cities in Tennessee, North Carolina, and elsewhere have successfully regulated size and number of signs in an effort to provide adequate means of expression and to promote the economic viability of the business community, while limiting signs by height, size, and number in effort to preserve and restore the aesthetics in those communities and to protect the health, safety and welfare of the communities. We find these regulations to be beneficial to those communities and to enhance the aesthetics of those communities in ways which would similarly benefit Morristown.

b. *Purpose and intent.* It is not the purpose or intent of this article to regulate the message displayed on any sign; nor is it the purpose or intent of this article to regulate any building design or any display not defined as a sign, or any sign which cannot be viewed from outside a building. The purpose and intent of this article is to:

1. Regulate the number, location, size, type, illumination and other physical characteristics of signs within the city in order to promote the public health, safety and welfare.
2. Maintain, enhance and improve the aesthetic environment of the city by preventing visual clutter that is a threat to traffic safety and is harmful to the appearance of the community.
3. Improve the visual appearance of the city while providing for effective means of communication, consistent with constitutional guarantees.
4. Provide for fair and consistent enforcement of the sign regulations set forth herein under the zoning authority of the city.
5. Simplify and streamline the provisions for signs in the City of Morristown, consolidate all code provisions regulating signs into one singular Sign Ordinance, and remove the permitting process from this Ordinance.

c. *Effect.* A sign may be erected, mounted, displayed or maintained in the city if it is in conformance with the provisions of these regulations. The effect of this article, as more specifically set forth herein, is to:

1. Allow a wide variety of sign types in commercial zones, and a more limited variety of signs in other zones, subject to the standards set forth in this article.
2. Allow certain small, unobtrusive signs incidental to the principal use of a site in all zones when in compliance with the requirements of this article.
3. Provide for temporary signs in limited circumstances.
4. Prohibit signs whose location, size, type, illumination or other physical characteristics negatively affect the environment and where the communication can be accomplished by means having a lesser impact on the environment and the public health, safety and welfare.
5. Provide for the enforcement of the provisions of this article.

14-2902. SIGN PERMITS – Application, Fees, Inspections, and Issuance.

1. The Building Official or his/her designee shall act as the sign administrator and shall enforce and carry out all provisions of this chapter. In the event there is a question concerning the general intent or meaning of any provision of this chapter, the sign administrator shall have the authority to make such administrative decisions and interpretations. Administrative interpretation shall in no way be construed as permitting or granting an exception to the provisions of the chapter. When the definition of a sign is questioned by the sign administrator, the sign administrator may consult with the Board of Zoning Appeals about such question.
2. *Application and permit process.* Unless otherwise provided by this chapter, permits are required for all types of signs. It shall be unlawful for any person, agency, firm, or corporation to erect, structurally repair (other than normal maintenance), replace, alter, relocate, change the panels of, change the establishment being advertised on a sign, as defined in this chapter, without first obtaining a permit to do so from the city.
 - a. *Application for a Sign Permit.* Applicants shall submit a completed sign application and the required application fee to the sign administrator prior to commencing any work on installation of a new or replacement sign.
 - b. *Application Fee.* The required application fee of \$25.00 shall be submitted at the same time that the completed sign permit application is submitted to the city. Payment of the application fee shall be separate from and in advance of the sign permit fee and shall not guarantee or warrant the issuance of a sign permit as requested.
 - c. *Application Review.* The sign permit application shall be reviewed by the sign administrator and other entities as required prior to issuance of a sign permit.
 - d. *Sign Permits.* Upon approval of the Application for a Sign Permit, the sign administrator may issue a sign permit for the construction installation or erection of a sign. It shall be the responsibility of the sign applicant/owner to insure that the sign location meets all zoning setbacks and does not infringe upon any utility line or easement. If it is determined at a later date that these requirements are not met, it shall be the responsibility of the sign applicant/owner to re-locate the sign at his/her cost to another approved location.
 - e. *Sign Permit Fees.* In addition to the sign application fee, the sign administrator shall assess a

sign permit fee based upon the approved standards of the City of Morristown that are established for Building, Electrical and/or Mechanical Permits in the city.

- f. *Penalties for Commencing Work Prior to Issuance of Sign Permit.* All application fees and sign permit fees shall be doubled if work is commenced prior to the city's issuance of a sign permit. Illegally placed signs that do not conform to the provisions set forth herein shall be removed by the property owner immediately upon notification by the City of Morristown.
- g. *Termination of the Sign Permit.* A sign permit shall become null and void if construction is not commenced within one hundred eighty (180) days of issuance. If work authorized by such permit is suspended or abandoned for one hundred eighty (180) days any time after the work is commenced, the sign permit shall be void and a new permit shall be first obtained to resume work. A new permit shall be required if changes have been made in the original plans. After a permit expires, a partially completed sign structure must be removed within thirty (30) days if no new permit is issued.
- h. *Certificate of Completion.* Upon completion of the installation of the approved sign, the sign administrator shall conduct a final inspection of the sign based upon the approved sign permit. Upon approval of the final inspection, the sign administrator shall issue a Certificate of Completion which shall be the final step under the provisions of this section.

14-2903. DEFINITIONS

The words, terms and phrases set out below, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned sign means a sign that was lawfully erected on the property in conjunction with a particular use, that use having been subsequently discontinued for a period of 30 days or more, or a lawfully erected temporary sign for which the time period allowed for display of the sign has expired.

Animated sign means any sign or permanent structure that uses movement, projection, or change of lighting, LED, or other electrical impulses to depict action, moving pictures, or create a special effect, other than Electronic Message Centers as defined herein.

Banners, pennants, festoons and balloons shall mean any sign of fabric or other flexible material including:

- a. ***banners*** such as cloth, vinyl or plastic material suspended between two poles: a long piece of cloth or other material, often bearing a symbol or slogan, and attached at each end to a pole or hanging from the top of a pole;
- b. ***pennants*** such as a triangular flag displayed on a ship: or a small narrow triangular or other shaped flag or series of flags such as those displayed on sporting arenas, ball parks, carnivals and special events for identification and signaling or a small flag or series of flags or streamers suspended by poles or other structures, wires, string or rope;
- c. ***festoons*** such as an ornamental chain of flowers, leaves, balloons, inflatable objects, streaming fabric, ribbons or other material hanging or suspended in a loop or curve between two or more points;

- d. **balloons** such as a gas-filled bag used as a toy or for advertising purposes and not certified by the Federal Aviation Administration for flight such as: a small or large colored bag made of thin rubber, plastic or other flexible material that is inflated with air, helium or other gas and used as a toy, advertisement or decoration.
- e. **Flags** shall not be considered as banners or pennants under this article and are defined separately in this Section.

Building elevation means the entire side of a building, from ground level to the roofline, as viewed perpendicular to the walls on that side of the building.

Building marker means any sign indicating the name of a building or date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material which is architecturally compatible with the building.

Canopy sign means any sign that is a part of, attached to, or made up of an awning, canopy, or other protective cover over a door, entrance, window or outdoor service area. A marquee is not a canopy.

Commercial message means any sign wording, logo or other representation that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity.

Community facilities are churches, schools, daycare centers, nursing homes, funeral homes, orphanages, gardening operations, and parks and recreation facilities which may be located in residential zoning districts.

Construction sign means a sign conveying information about a building project, such as the name and use of the building being constructed, and the names of architects, engineers, contractors, and other persons involved with the construction project.

Development Complex Sign is a free-standing monument sign identifying a multiple-occupancy development which shares common vehicular access to a public road such as a planned industrial park, office park, or commercial complex, or high density residential development listing such information as on-site buildings, businesses and other tenants and their respective activities.

Dilapidated sign means any sign that is structurally unsound, has defective parts, or is in need of painting or other maintenance.

Directional sign means a sign, temporary or permanent, erected for or by a governmental entity for purposes of identification, direction or public safety.

Electronic Message Center means any sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed through electronic means, including cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic or other electronic media or technology. Any Electronic Message Center which changes the display more frequently than once every 8 seconds with a maximum change time of two (2) seconds or that allowed under Tennessee Code Annotated 21-122 as may hereafter be amended or which includes illuminated moving pictures or television type signs shall be considered an animated sign.

Feather Flag Sign means a freestanding, temporary sign constructed of a pole that may be driven into the ground or mounted upon a base with an attached vertically-elongated material resembling a feather, sail, blade, teardrop, shepherd's hook, rectangle, etc. (Ordinance 3526-11/03/2015)

Flag means any fabric or bunting containing distinctive colors, patterns or symbols that is used as a symbol of a governmental, commercial or noncommercial entity.

1. **Commercial flag** means any flag which displays a commercial name, message, logo or symbol.
2. **Decorative flag** means any flag which displays any holiday or seasonal insignia, design or the like which does not include any commercial name, message, logo or symbol.
3. **Non-commercial/government/civic flag** means any flag displaying a name, message, logo or symbol of any governmental, religious, civic or nonprofit agency.

Freestanding sign means any sign (i.e. pylon, monument, pole-mounted, etc.) supported by structures or supports that are anchored in the ground and that are independent of any building or other structure. For visual reference refer to Appendix 29-A of this Chapter.

Front facade means the front elevation of a building that faces the front property line, as recorded on the plat and/or site plan. If a structure is located on a corner parcel, the side which includes the primary entrance shall be considered the front facade. If a structure located on a corner parcel contains a primary entrance on more than one side, the longer side with a primary entrance shall be considered the front facade.

Governmental Entity includes those federal, state, municipal, and county offices which provide purely governmental services to the public. A governmental entity does not include schools or entities which receive governmental funds to provide non-governmental or quasi-governmental services.

Ground Sign includes monument signs and are types of freestanding signs as defined herein (See definition for Freestanding sign) Ground signs and monument signs shall be attached flush to the ground without poles or visible supports. Ground signs and monument signs shall utilize landscaping, hardscaping and structural materials that are complementary to the architectural theme of the buildings or natural environs on the same property. For visual reference refer to Appendix 29-A of this Chapter.

Illegal sign means any sign which is a prohibited sign or does not comply with the requirements established herein, is not a lawful nonconforming sign and is not exempted by law from the requirements established herein.

Illuminated sign (internally) means any sign that transmits light through its face or any part thereof; **(externally)** means any sign that is artificially lit by reflecting light off of its surface by an external source such as a flood light.

Incidental sign means a sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking", "entrance", "exit", "loading only", "no trespassing", "no hunting", "phone", "ATM", etc.

Inflatable sign means any sign that is either expanded to its full dimensions or supported by gases contained within the sign, or sign parts, at a pressure greater than atmospheric pressure.

Interstate Highway Identification sign as permitted in the Tourist Accommodations District which shall be placed so as to display towards the major highway (Interstate 81). This primary sign has a maximum height of one hundred twenty-five (125) feet and a maximum sign face area of 400 square feet per sign face with a maximum of two sign faces. An Electronic Message Center (EMC), as defined in this article, may be used on the primary sign, but the EMC must be included in the 400 square foot maximum area sign face and shall not exceed 50% of the total sign face.

Marquee sign means any sign attached to, or made part of, a marquee or other permanent roof-like structure that projects beyond a building face and is not supported from the ground.

Menu board means a structure primarily designed for the display of menu items and prices for the purpose of placing orders for such items in conjunction with a restaurant utilizing drive-through or curbside service.

Monument sign or ground sign means a freestanding permanent sign, no higher than six (6) feet in the OMP District; nor higher than six (6) feet in other commercial districts, defined herein, where use of an Electronic Message Center is permitted. Monument signs shall be attached flush to the ground without poles or visible supports. Monument signs shall utilize landscaping, stones, masonry or other hardscaping or structural materials that are complementary to the architectural theme of the buildings or natural environs on the same property.

Multiple-Faced sign is a sign containing three or more faces.

Non-commercial means not naming, advertising or calling attention to a business or commercial product, service or activity. However, where the name of a business is merely incidental to the primary purpose of a sign displayed on residential property, such as may be the case with a real estate sign, such sign shall be deemed non-commercial.

Nonconforming sign or sign structure means any existing permanent sign or sign structure which does not conform to the provisions of this article but which was lawfully erected and complied with the sign regulations in effect at the time it was erected.

Painted wall sign means any sign or display painted directly on any exterior surface, exclusive of window or door glass areas.

Pennant- See definition of "banners, pennants, festoons, and balloons".

Permanent sign means any sign that is intended for other than temporary use or a limited period. A permanent sign is generally affixed or attached to the exterior of a building, or to a pole or other structure, by adhesive or mechanical means, or is otherwise characterized by construction materials, a foundation or anchoring indicative of an intent to display the sign for more than a limited period.

Planned residential development sign is a sign located at the primary entrance to a residential development as identified on a final site development plan approved by the planning commission which for the purpose of this article, shall contain the construction of one or more public or private right-of-way.

Pole sign - see *freestanding sign*.

Political preference sign means any temporary sign erected on private property for the purpose of supporting a political candidate, stating a position regarding a political issue or similar purpose.

Portable sign means any sign designed or intended to be readily relocated, and not permanently affixed to the ground or to a structure. Portable signs include such signs as a sidewalk sign; A-frame sign other than sandwich board sign as defined herein; or any sign attached to or painted on a vehicle or trailer parked and visible from the public right-of-way for more than two consecutive hours or more than four total hours between sunrise and sunset. For the purposes of this article, portable signs shall not be considered permanent signs. Real estate signs and other temporary signs which are otherwise provided for in this article shall not be considered portable signs for purposes of this article.

Projecting sign means any sign, other than a wall sign, whose leading edge extends beyond the building or wall to which it is affixed, forming an angle with said building or wall.

Public right-of-way/public way means a strip of ground dedicated for public use, usually for a public street, public infrastructure and/or waterway. For the purposes of this article, such rights-of way shall be considered to extend a minimum of ten feet from the edge of pavement, or to the dedicated right-of-way boundary, whichever is further.

Pylon sign see definition for freestanding sign.

Real estate sign means a temporary sign erected by the owner, or his agent, advertising the real property upon which the sign is located for rent, lease or sale.

Roof line means the highest horizontal point of the wall visible to the public, excluding any architectural feature which extends above such apparent horizontal roof line if such feature is fully enclosed and considered an integral part of the occupied space, such as an atrium or high ceiling.

Roof sign means any sign erected wholly or partially above the roof line.

Scoreboard means a structure located within an athletic field, displaying changing scores and related information; provided, however, the scoreboard may also display additional content, including but not limited to the names and logos of any sponsors.

Sandwich board sign is a double faced temporary sign constructed of two sign faces which are hinged at the top, and open at the base, with the base placed onto a sidewalk.

Secondary Access sign means a sign that meets the requirements for a monument sign that is situated at the entrance to a business that has more than one street frontage. A Secondary Access Sign must be situated within twenty-five (25) feet of the secondary street driveway access and at least fifty (50) feet from the nearest street or highway intersection.

Shopping center: Buildings occupied by two or more tenants occupying a minimum of 50,000 square feet of gross floor area, in one or more structures, on a single parcel of land or a group of adjoining parcels, all of which share common vehicular access to a major roadway. For parcels with buildings containing less than 50,000 square feet of ground coverage area, see Development Complex Sign.

Sign means any device, fixture, placard, or structure that uses color, form, graphic, illumination, symbol, or writing to advertise, announce, or identify a person or entity, or to communicate information of any kind which is visible beyond the boundaries of the lot or parcel of property on which the sign is posted.

Sign administrator means the person designated by the City Administrator as the staff member assigned to oversee the enforcement and interpretation of this article.

Sign area means square foot area enclosed by the perimeter of the sign face. With respect to signs that are composed of individual symbols, letters, figures, illustrations, messages, forms, or panels, sign area shall be considered to include all such components together with their background, surrounding frame, and any "cutouts" or extensions. The sign area shall not include any supporting structure or bracing.

Sign face means the entire area of a sign upon, against or through which sign copy is placed.

Sign structure means any structure that supports, has supported, or is capable of supporting a sign,

including any decorative cover for the sign structure. This definition shall not include a building, fence, wall, or earthen berm.

Snipe sign means any sign that is affixed by any means to trees, utility poles, fences or other objects, where the sign does not qualify as an incidental sign allowed pursuant to Section 14-2906(a) herein.

Social/special event, for purposes of this article, is an event which occurs on a specific date or over a specified time period, but does not include political campaigns.

Subdivision temporary development sign means any temporary sign for the purpose of advertising the sale of lots and the development of a Planned Residential Development or a Development Complex Sign. The names of participating builders may be included on such signs. For purposes of this article, such signs shall not be classified as the same as a construction sign.

Swinging sign means any sign installed on an arm, mast or similar appendage that is not, in addition, permanently fastened to an adjacent wall or upright pole.

Temporary sign means any sign that is intended for temporary use and a limited period, as allowed by this article. For purposes of this article, banners are considered to be temporary signs. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way.

Two sign faces means any sign constructed on a single set of supports, with messages visible on either side, or a "V" type sign with a common support in the center of the "V".

Wall sign means any sign, other than a projecting sign, that is attached to or painted on any wall of any building, awning or canopy and projects from the plane of the wall, canopy or awning less than 12 inches. This definition shall not include freestanding walls, retaining walls or other walls not part of a building structure.

Window sign means any sign, graphic, or interior design element placed inside the window or upon the window pane, used to advertise, announce, or identify a person or entity, or to communicate information of any kind, or to draw visual attention to the business or use, and which is visible from the public right-of-way. For purposes of this article, window signs may be permanent or temporary and are subject to applicable provisions herein.

14-2904. GENERAL PROVISIONS.

a. Nonconforming signs.

1. The utilization of a nonconforming sign and/or sign structure, as defined herein, may continue subject to the conditions and requirements noted below. When the use of a property changes (including but not limited to the redevelopment of the site or a change in the use of the business(es)), the signs on that property must be brought into compliance with the provisions of this chapter.
2. With the exception of minor repairs and maintenance and alterations allowed pursuant to state law, no alterations to a nonconforming sign/sign structure shall be allowed. Unless otherwise allowed by law, any structural or other substantial improvement to a nonconforming sign (except for printing or refinishing the surface of the existing sign face or sign structure so as to maintain the appearance) shall be deemed an abandonment of the nonconforming status and shall result in the reclassification

of such sign as an illegal sign.

3. Unless contrary to law, if a non-conforming sign is reconstructed as the result of damage for any cause or to correct deterioration/dilapidation to the extent of fifty percent (50%) of its fair market value, said sign shall be permitted to exist in nonconforming locations only to the extent that the surface area for message display be reconstructed in conformity with the provisions of this chapter.
- b. ***Calculations-measurement standards*** - See Appendix 29-A for graphical references to the following principals which shall control the computation of sign area and sign height:
1. Computation of the area of individual signs. The sign area shall be determined by computing the area of the smallest square, rectangle, circle and/or triangle that will encompass the extreme limits of the sign face, including any open areas within the sign face (see definition, sign area).
 2. Computation of area of multi-faced signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces, except where otherwise provided herein for temporary signs in residential districts.
 3. Computation of height. Sign height is measured from the average level of the grade below the sign to the topmost point of the sign. Average grade shall be the lower of existing grade prior to construction or newly established grade after construction. Any berming, filling, or excavating solely for the purpose of locating the sign, shall be computed as part of the sign height.
 4. Computation of Wall Signs. Unless specifically stated elsewhere within this ordinance, the maximum amount of sign area for wall signs shall be one-third (1/3) of the square footage of the front facade of the building as defined in this ordinance.
- c. ***Design, construction and maintenance of signs.*** All signs shall be designed, constructed and maintained in accordance with the following standards:
1. General provisions. All signs shall comply with applicable provisions of the adopted building codes and the state electrical code. Except for banners, flags, pennants, temporary signs and window signs allowed hereunder, all signs shall be constructed of permanent materials that are permanently attached to the ground or a structure. All signs shall be maintained in good structural condition, in compliance with all applicable codes.
 2. Spacing. All permanent freestanding signs on any premises shall be spaced at minimum 200-foot intervals along each public way that views the premises, unless otherwise provided for by this chapter.
 3. Sight distance triangle. All entrance signs and freestanding signs located near the corners of an intersection shall be located outside of the sight distance triangle. Such triangle shall be measured at a distance of 25 feet, or meet AASHTO standards (whichever is greater), running parallel along each leg of the road or driveway pavement surfaces and connecting them to form a triangular area. This area shall be free of any permanent or temporary signs that may inhibit a clear sight visibility for motorists.
 4. Sign illumination. Unless otherwise provided herein, sign illumination shall only be achieved through the following standards:

- a. A white, steady, stationary light of reasonable intensity that is directed solely at the sign. The light source shall be shielded from adjacent buildings and streets, and shall not be of sufficient brightness to cause glare or other nuisances to adjacent land uses.
 - b. Internal illumination shall provide steady, stationary lighting through translucent materials.
 - c. If the sign or sign structure is internally illuminated or back lit by any means, the entire lighted area shall be included within the allowable signage calculation for the site. This standard shall also apply to signs affixed to any portion of a building as an architectural feature, such as but not limited to, awnings, canopies or roof lines.
 - d. All electrical service to ground mounted signs shall be placed underground. Electrical service to other signs shall be concealed from public view.
5. Setback. All permanent signs shall be set back at least five feet from the street right-of-way, unless in a sight distance triangle or otherwise specified by this article. No permanent sign shall be located within a public utility or drainage easement, without written approval from the affected agencies. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way.
6. Design. The various parts of a sign shall be compatible in design quality. Signs shall not be in the shape of a commercial sponsor name or motif (e.g., soda bottles, hamburgers, boot, etc.) The following materials are considered to be appropriate (but not mandatory) for sign backgrounds, frames, supports, and ornamentation: brick; natural stone, stained split face block, and wood, and metal panels when used in combination with brick, split-face block, or stone;
7. Landscaping. Landscaping islands or landscaping strips shall be used in conjunction with all freestanding permanent signs, and may utilize shrubs and plants or decorative features such as concrete bases or planter boxes that do not contain copy. Landscaping shall be located to prevent automobiles from hitting the sign structure and to improve the overall visual appearance of the structure. Landscaping shall be maintained throughout the life of the sign.

14-2905. PROHIBITED SIGNS.

Except as may be authorized by this article, the following signs shall be prohibited in all zoning districts, and may neither be erected nor maintained.

- a. Abandoned or dilapidated signs.
- b. Projecting signs extending more than 12 inches from the surface of the structure, including the roof line, or extending beyond the property line, unless specifically permitted by provisions herein.
- c. Roof signs.
- d. Portable signs.
- e. Any internally illuminated sign, unless allowed within a commercial district.
- f. Any commercial sign located in a residential district not otherwise provided for in this article.
- g. Any sign that obstructs free ingress or egress through a required door, window, fire escape or other required exit way.
- h. Any sign which by reason of its location, position, size, shape or color may obstruct, impair or otherwise interfere with the view of, or be confused with, any traffic control sign or signal erected by a public authority. To those ends, no sign shall use the words, "slow", "stop", "caution", "yield",

- "danger", "warning" or "go" in a manner that misleads, confuses or distracts a vehicle driver.
- i. Any sign which by reason of its location, position, size, shape, materials or other physical characteristics poses a safety hazard to drivers, pedestrians or residents.
- j. Any sign that exhibits statements, words or pictures of an obscene nature, as defined by the United States Supreme Court.
- k. Any other sign not specified in this chapter which is not a lawful nonconforming sign.
- l. Electronic Message Center display signs as defined herein, except as provided for in the **Central Business District (CBD)** Intermediate Business (IB), Planned Commercial District (PCB), Light Industrial (LI), Airpark Light Industrial (ALI), Heavy Industrial (HI), and in the Tourist Accommodation (TA) District.
- m. Signs posted on elevated walkways in the City.
- n. Marquee signs.
- o. Signs in the median of any public right-of-way.

14-2906. ALLOWABLE SIGNS BY ZONING DISTRICT

All signs designated in this section shall conform to the standards established herein, in addition to those applicable standards set forth elsewhere in this chapter.

1. Signs allowed in all zoning districts. The signs listed below are allowed in all zoning districts, provided that such signs are on private property unless otherwise provided; that such signs are maintained in a manner that does not create a safety hazard; and that the specific restrictions set forth for each type of sign listed below shall apply wherever such a sign is erected, displayed or maintained.
 - a. An official sign or notice issued or required to be displayed on private property by any court, governmental entity, or public office, whether permanent or temporary.
 - b. Traffic and directional, warning or information signs authorized by a governmental entity, whether permanent or temporary.
 - c. A private street or road name sign located at an intersection that does not exceed two square feet per face and does not advertise any commercial name, message or logo.
 - d. Incidental signs not exceeding two square feet in area per face. Such signs proclaiming "no trespassing", "no hunting", "no parking", "entrance", "exit", "loading only", "phone", "ATM" and the like shall be considered incidental to the use of property.
 - e. Temporary window signs that do not exceed 25 percent of the area of the window or any glass door to which they are attached. All window signs shall be in conformance with all applicable safety and electrical codes.
 - f. Permanent window signs that do not exceed ten percent (10%) of the area of the window or any glass door to which they are attached. All window graphics signs shall be in conformance with all applicable safety and electrical codes.
 - g. Signs denoting a property as historic. Such signs shall be authorized by a recognized historical agency and shall not exceed three (3) square feet per face nor exceed six (6) feet in height. Such signs are not permitted in public right of ways.
 - h. Non-commercial flags/government flags/civic flags, limited to 60 square feet per face, displayed in a non-commercial manner; provided that planning commission approval shall be required for supporting flag poles erected on property zoned for commercial or service-institution uses and for

flag poles exceeding 30 feet in height in any zoning district.

- i. Decorative flags (non-commercial.) One decorative flag, whether temporary or permanent, may be displayed on any lot provided that it does not contain any commercial message, logo or symbol. No flag pole shall exceed 30 feet in height.
- j. Building marker. Any permanent building marker, limited to four square feet of sign face and composed of materials compatible to the identified building.
- k. Holiday/seasonal. Temporary signs or displays of a seasonal or holiday occasion may be displayed on any lot for periods of up to 60 days, provided that they do not contain any commercial message or logo and do not create a sight visibility hazard.
- l. Non-commercial art. Any outdoor artwork, mural, sculpture and the like may be displayed on a lot, provided that it does not contain any commercial message or logo and does not create a sight visibility hazard. Where such outdoor art is part of a site that is subject to the planning commission's jurisdiction, the outdoor art shall be considered part of the development that is subject to the planning commission's review and approval.
- m. Real estate signs. Freestanding real estate signs may be erected for any property that is offered for sale, rent or lease. The area for such signs shall count toward the total allowable area for temporary signs on the property and shall comply with other applicable size and height restrictions for temporary signs. Open house notification may be incorporated within the maximum sign area of the real estate sign or on a separate sign, provided that if such notification is on a separate sign, it shall also count toward the allowable area for temporary signs on the property. The signs shall not be located within a public right-of-way and shall not create any sight visibility hazard.
- n. Athletic field signs (temporary). Such signs shall be limited to 60 square feet each; shall not be visible from a public road; shall be mounted to the interior athletic field fence in a safe and secure manner; and shall be erected at the beginning of the athletic season and removed within seven days of the final season game.
- o. Scoreboards associated with athletic fields.
- p. Temporary Signs permitted in the right-of-way by the Chief Building Official under the city council's current temporary sign policy. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way
- q. Banners, pennants, festoons and balloons, provided the height of these objects does not exceed the maximum height of ten (10) feet, as measured from the ground surface to the highest extent of the banner, pennant, festoon or balloon. Each individual, inflated balloon shall be singularly attached to a string, rope, ribbon or other source of anchoring that is securely affixed to an object firmly to the ground. All balloons shall have a tag, stamp or other label stating the owner's name and address of origin identifying the source of the balloon should it become detached from the premises.

b. Signs permitted in residential districts (R-1, RP-1, RD-1, R-2, R-3 and MHP):

1. Signs listed in Section 14-2906(a) herein.
2. Permanent Multi-Family or Planned Residential Development Signs. Such signs shall be located at the primary entrance(s) to a development as identified on a final site development plan approved by the planning commission. The signs shall be located on private property and may be within any platted sign and/or landscape easement or within the common open space and approved by the planning commission. Such signs shall be maintained by an established property owners' association.
Specifications : Sign area - 80 square feet per sign maximum per entrance, which may be divided among not more than two freestanding sign faces (no single sign face shall exceed 40 square feet); with a maximum placement at three entrances per development; sign height - six (6) feet, maximum; setback - ten (10) feet, minimum.
3. Subdivision Temporary Development Sign. One such sign may be erected on-site for the purpose of advertising the development of a subdivision or planned residential development, and the sale of included lots. The sign may remain until sale of 80% of the subdivision lots is completed. No other temporary development signs shall be allowed, including individual builder signs. The names of participating builders may be included on the subdivision temporary development sign. *Specifications*: Sign area - 32 square feet per sign, maximum, one sign face, maximum; sign height - six (6) feet, maximum.
 - a. **Parcels greater than ten (10) acres in size shall be allowed subdivision temporary development signage not to exceed two hundred (200) square feet of subdivision temporary development signage across no more than 5 signs per public street frontage.**
4. Permanent planned residential development informational sign. One such sign may be erected by the homeowners' association for the purpose of displaying information regarding the association. The sign shall be located on dedicated common open space or private property only and maintained by a private homeowners' association.
Specifications: Sign area - 20 square feet, maximum, which may be divided by two sign faces; sign height - six feet, maximum.
5. Bed and breakfast sign. One permanent identification sign may be erected at the entrance to a permitted bed and breakfast lodge for the purpose of identifying the use. The sign shall be compatible in design with the historic elements of the site and shall not be internally or externally illuminated.
Specifications: Sign area - Eight square feet total, to be contained on a maximum of two sign faces, no one sign face containing more than four square feet; sign height - six feet, maximum.
6. Residential personal identification signs. One personal identification sign per residence not to exceed two square feet shall be allowed; except that residential tracts of ten acres or more shall be allowed two such sign faces not to exceed 10 square feet per face.
7. Signs for community facilities located in residential districts shall conform to the provisions applicable to the Permanent Residential Subdivision Signs, provided for in (2) above.
8. Retail or office uses located inside multiple family residential buildings may display one identification wall sign on the exterior of the home/building.
Specifications: Maximum sign face area, four (4) square feet, to be contained on a maximum

of one sign face per lot per street, and may extend no more than 1 foot from the building. No illumination is to be used on said signs.

9. A home occupation shall be limited to one wall mounted sign, mounted flat against the structure.

Specifications: Maximum sign face area, two (2) square feet. No illumination, flash, glimmer, flutter, or movement by electronic, wind or other means on said signs.

10. Temporary Signs. In addition to the other signs identified in this subsection, temporary, freestanding, non-commercial signs may be posted on any lot in a residential district at any given time. This category includes, but is not limited to: real estate signs; political preference signs; garage sale signs; non-commercial baby announcements; lost pet signs; social/special event announcements; or any other non-commercial messages. Any such signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications:

- a. Sign area for lots of five acres or less - 20 square feet, maximum, which may be divided into a maximum of five (5) signs, provided that no single sign may exceed eight (8) square feet in area.
- b. Sign area for lots exceeding five acres - 32 square feet, maximum, which may be contained on one sign or multiple signs not to exceed ten (10); sign height for all lots - six (6) feet, maximum.
- c. Where a temporary sign contains two back-to-back sign faces, the sign area shall be computed using only one of the sign faces.
- d. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle.
- e. No temporary signs shall be permitted within any median which is within a public right-of-way.

c. Signs allowed in Office, Medical Professional-Restricted (OMP-R), Office Medical and Professional (OMP), Local Business (LB) Districts, Mixed Use District (MUD) and Central-Business District (CB):

1. Signs listed in Section 14-2906(a) herein.
2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
3. In addition to those listed above, all Professional Offices, Medical and/or Commercial Uses are allowed one (1) permanent freestanding monument sign or ground mounted sign with a sign face not to exceed forty (40) square feet for each sign face with a maximum of two sign faces and which MAY NOT BE animated or include an Electronic Message Center. The maximum height for the freestanding sign is six (6) feet.
4. All residential property in these districts may post temporary signs in the size and number as is provided in Section 14-2906(b)(10) above.
5. All professional offices, medical and/or commercial uses may post temporary signs, including banners which do not cross a public road or right of way, as follows: Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs, real estate signs, and social/special event announcements. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy.

Real estate signs may remain if the property is for sale, lease, or rent. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event. *Specifications:* Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

6. Wall signs. All professional offices, medical and/or commercial uses may post up to three wall signs, mounted in a flat fashion, which are limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated BUT NOT ANIMATED OR INCLUDE AN ELECTRONIC MESSAGE CENTER.

Specifications: Sign area - Each sign area is limited to 40 square feet per street frontage, having a maximum of three (3) wall signs. For the purposes of this article, painted wall signs and canopy signs shall be calculated and deducted from the total allowable wall sign area.

7. Gasoline trade signs.

- a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign. *Specifications:* Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.

- b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area of the principal structure. In the absence of an enclosed principal structure, for the purposes of this subsection, canopy signage shall be allowed in addition to the allowable freestanding sign. With the exception of the measurable area for placement of the canopy sign, no internal illumination or back lighting of the outside canopy area or canopy roof line shall be allowed.

Specifications: Sign area - 30 square feet, maximum divided between not more than three canopy signs (no single sign shall exceed ten percent per facade).

8. Menu Boards, as defined herein, and if used in connection with a permitted use, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:

- a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site.
- b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size.
- c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.

- ~~9. In lieu of a permanent freestanding monument sign, a property in the Central Business District may display one projecting sign, per front facade, not to project more than 3 feet, 6 inches from the building.~~

~~*Specifications:* Sign Area - Maximum of six (6) square feet per sign face, with a two sign faces, two face maximum. Bottom of sign shall be no less than 7 feet, 6 inches above the sidewalk.~~

10. In Central Business District only:

a. One (1) Sandwich Board sign per front facade.

Specifications: Sign Area—Maximum of six (6) square feet per sign face, with a two face maximum, and a maximum width of thirty (30) inches. Maximum height of 4 (four) feet. There shall be a minimum distance of five (5) feet between the sandwich board and the front of the building to create an unobstructed passage that meets current ADA clearance standards.

b. One (1) sign suspended underneath the overhead sidewalk per building facade not to exceed two (2) square feet, having a minimum of ten (10) feet of ground clearance and shall not project beyond the limits of the overhead sidewalk structure.

d. Signs allowed in Central Business District (CB):

- a. Signs listed in Section 14-2906(a) herein.
- b. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
- c. In addition to those listed above, all Professional Offices, Medical and/or Commercial Uses are allowed one (1) permanent freestanding monument sign or ground mounted sign with a sign face not to exceed forty (40) square feet for each sign face with a maximum of two sign faces and which MAY NOT BE animated or include an Electronic Message Center. Parcels greater than three (3) acres in size may be allowed an Electronic Message Center (EMC), as defined in this article, on a monument sign or ground mounted sign so long as the EMC portion of the total sign area does not exceed twenty (20) square feet. All monument signs constructed, containing EMCs on said parcels greater than 3 acres, shall match the architectural style and construction materials of the principal structure. The maximum height for the freestanding sign is six (6) feet.
- a. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message:
 1. Shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds;
 2. Video, continuous scrolling messages and animation are prohibited; in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
- b. The area surrounding the sign base shall be landscaped with appropriate planting materials.
- c. Electronic Message Center Luminance Levels shall not exceed the following standards:
 1. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits

(setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.

2. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 - a. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 - b. Incremental luminance limits between the nighttime limit and the full sunlight limit may also be specified for overcast or foggy days, or for dusk; or
 - c. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
3. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).
4. Outdoor signage shall obey light trespass regulations.
 - a. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 - b. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 foot-candles or less at the property line.
 - c. The above light trespass limits are based on considerations of "light trespass," as developed in a report (*IESNA TM-11-00 Light Trespass: Research, Results and Recommendations*), wherein a recommended "brightness" limit and measurement technique is presented.

- d. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
- e. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
- f. This method effectively limits the luminance of signage to 300-350 nits.

5. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.

6. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.

- 4. All residential property in these districts may post temporary signs in the size and number as is provided in Section 14-2906(b)(10) above.
- 5. All professional offices, medical and/or commercial uses may post temporary signs, including banners which do not cross a public road or right of way, as follows: Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs, real estate signs, and social/special event announcements. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Real estate signs may remain if the property is for sale, lease, or rent. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.
Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.
- 6. Wall signs. All professional offices, medical and/or commercial uses may post up to three wall signs, mounted in a flat fashion, which are limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated BUT NOT ANIMATED OR INCLUDE AN ELECTRONIC MESSAGE CENTER.
Specifications: Sign area - Each sign area is limited to 40 square feet per street frontage, having a maximum of three (3) wall signs. **Parcels greater than three (3) acres in size shall be allowed wall signage, limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by the length of wall, measured end to end, per road frontage not to exceed four hundred (400) square feet in total and having a maximum of three (3) wall signs per public street frontage.** For the purposes of this article, painted wall signs and canopy signs shall be calculated and deducted from the total allowable wall sign area.
- 7. Gasoline trade signs.

- a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign.
Specifications: Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.
 - b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area of the principal structure. In the absence of an enclosed principal structure, for the purposes of this subsection, canopy signage shall be allowed in addition to the allowable freestanding sign. With the exception of the measurable area for placement of the canopy sign, no internal illumination or back lighting of the outside canopy area or canopy roof line shall be allowed.
Specifications: Sign area - 30 square feet, maximum divided between not more than three canopy signs (no single sign shall exceed ten percent per facade).
8. Menu Boards, as defined herein, and if used in connection with a permitted use, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:
 - a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site.
 - b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size.
 - c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.
9. In lieu of a permanent freestanding monument sign, a property in the Central Business District may display one projecting sign, per front facade, not to project more than 3 feet, 6 inches from the building.
Specifications: Sign Area - Maximum of six (6) square feet per sign face, with a two sign faces, two face maximum. Bottom of sign shall be no less than 7 feet, 6 inches above the sidewalk.
10. One (1) Sandwich Board sign per front facade.
Specifications: Sign Area - Maximum of six (6) square feet per sign face, with a two face maximum, and a maximum width of thirty (30) inches. Maximum height of 4 (four) feet. There shall be a minimum distance of five (5) feet between the sandwich board and the front of the building to create an unobstructed passage that meets current ADA clearance standards.
11. One (1) sign suspended underneath the overhead sidewalk per building façade not to exceed two (2) square feet, having a minimum of ten (10) feet of ground clearance and shall not project beyond the limits of the overhead sidewalk structure.
12. Secondary Access Signs. One such sign shall be allowed for each parcel exceeding three (3) acres in total size.
 - a. Within twenty-five (25) feet of the driveway entrance from a public street.
 - b. At least fifty (50) feet from the nearest street or highway intersection.
 - c. The signs may be located in a joint user access easement or private platted sign easement abutting the nearest public road, if specifically approved by the Planning Commission prior to construction.*Specifications:* Sign area = forty (40) square feet maximum, sign height – six (6) feet

maximum; may contain an EMC not to exceed twenty (20) square feet only IF an EMC is not already present on the primary monument sign. Two monument signs with two EMCs will not be permitted.

- e. **Signs allowed in Intermediate Business District (IBD), Planned Commercial District (PCD), Light Industrial (LI), Airport Light Industrial (ALI), and Heavy Industrial Districts (HID), for land uses permitted in those particular zoning districts:** It is the intent of this Section to permit businesses on parcels having more than one (1) public street frontage in these commercial zoning districts to place monument signs as *secondary access signs* in addition to the one freestanding sign that is permitted in these zoning districts. A Secondary Access Sign must be situated within twenty-five (25) feet of the secondary street driveway access and at least fifty (50) feet from the nearest street or highway intersection.

1. Signs listed in Section 14-2906(a) herein.
 2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
 3. Signs listed in Section 14-2906(c)(4), (7), and (8).
4. In addition to those listed above, the following freestanding signs are allowed in these zoning districts:
- a. One (1) freestanding Development Complex Sign at each primary entrance to a Development Complex (maximum of (3) entrances), and shall be located upon private property or within the common open space. Each sign face shall not exceed forty (40) square feet, with a maximum of two sign faces. The maximum height for the freestanding sign is six (6) feet. The sign shall be maintained by a private owner or entity. A Development Complex Sign shall be situated within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street or highway intersection.

No permanent freestanding development complex sign is allowed if a "shopping center sign" as provided below exists and is approved by the Building Inspections Department.

- b. Professional Offices, Medical, Commercial (other than shopping centers) and Industrial Uses are allowed:
 1. one freestanding pole sign
Specifications: The sign face is not to exceed one (1) square foot per linear street frontage for the first 100 linear feet of street frontage, plus one (1) square foot of sign area for each 10 linear feet over 100 feet of frontage, not to exceed 200 square feet in area per sign face, with a maximum of two sign faces, back to back. Maximum height of the freestanding sign shall be no greater than twenty-five (25) feet.
- OR
2. one monument ground sign
Specifications: The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

- c. Shopping Centers as defined herein are allowed to erect one of the following freestanding

permanent sign arrangements (provided that no development complex sign exists or is approved by the Building Inspections Department):

- 1.a. One freestanding sign may be located within the development. The sign shall be located on private property or within the common open space as approved by the Planning Commission. The size of the shopping center sign per sign face shall not exceed one (1) square foot of area per linear street frontage; and no such sign shall exceed 300 square feet per sign face. The maximum height of the sign, above grade, shall not exceed 25 feet. ~~The minimum height clearance, from ground level to the bottom edge of the sign face, for the sign is 10 feet;~~ and
- b. Each parcel shall be allowed one monument sign on such parcel. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

OR

- 2.a. A monument sign located within twenty-five (25) feet of each driveway access and at least fifty (50) feet from the nearest street intersection. The total sign area per sign face for each monument sign at each main entrance shall not exceed forty-eight (48) square feet. The maximum height for any monument sign is six (6) feet; and
 - b. Each parcel shall be allowed one monument sign. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. Such monument sign shall be located within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street intersection. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.
5. An Electronic Message Center must meet the following requirements for display in these zoning districts:
- a. They shall be permissible only in monument or ground signs as allowed in this ordinance. Existing freestanding pole or pylon signs that are remodeled or modified to accommodate an Electronic Message Center must be reduced in height and size to meet the standards included herein (i.e. reformed to monument-type ground signs not exceeding six (6) feet in height. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.
 - b. The electronically activated message section (Electronic Message Center) of the sign shall not exceed twenty-four (24) square feet in area.

- c. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message:
 - 1. Shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds;
 - 2. Video, continuous scrolling messages and animation are prohibited; in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
- d. The area surrounding the sign base shall be landscaped with appropriate planting materials.
- e. Electronic Message Center Luminance Levels shall not exceed the following standards:
 - 1. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot- candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 - 2. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 - a. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 - b. Incremental luminance limits between the nighttime limit and the full sunlight limit may also be specified for overcast or foggy days, or for dusk; or

- c. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
3. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).
4. Outdoor signage shall obey light trespass regulations.
 - a. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 - b. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 footcandles or less at the property line.
 - c. The above light trespass limits are based on considerations of "light trespass," as developed in a report (*IESNA TM-11-00 Light Trespass: Research, Results and Recommendations*), wherein a recommended "brightness" limit and measurement technique is presented.
 - d. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
 - e. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
 - f. This method effectively limits the luminance of signage to 300-350nits.
5. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.
6. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.
6. Secondary Access signs. Such signs shall be located:
 - a. Within twenty-five (25) feet of the driveway entrance from a public street.
 - b. At least fifty (50) feet from the nearest street or highway intersection.
 - c. The signs may be located in a joint user access easement or private platted sign easement abutting the nearest public road, if specifically approved by the planning commission prior to construction.

Specifications: Sign area = forty-eight (48) square feet maximum, sign height - six (6) feet maximum.

7. Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum (Ordinance 3526-11/03/2015)**. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

8. Wall signs. One (1) wall sign per road frontage shall be mounted in a flat fashion, which is limited to ten percent 10% of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated but not be animated or include an Electronic Message Center.
9. Commercial flags/non-governmental flags.
Specifications: Sign area - No flag shall exceed 24 square feet per face; flag pole height - 30 feet, maximum.
10. Directory signs located on private property not exceeding 48 square feet nor six (6) feet in height, providing orientation within a planned residential development, development complex, shopping center, mixed use development, or medical park listing such information as on-site businesses and other tenants and their respective activities.

f. Signs Allowed in Tourist Accommodation (TA) District.

1. Signs listed in Section 14-2906(a) herein.
2. Each lot which meets or exceeds the minimum requirements of the Zoning District may erect two freestanding permanent signs, as follows:
 - a. One designated "Interstate Highway Identification Sign" which shall be placed so as to display towards the major highway (Interstate 81). This primary sign has a maximum height of one hundred twenty-five (125) feet and a maximum sign face area of 400 square feet per sign face with a maximum of two sign faces. An Electronic Message Center (EMC), as defined in this article, may be used on the primary sign, but the EMC must be included in the 400 square foot maximum area sign face and shall not exceed 50% of the total sign face.
 - b. One secondary which shall be placed so as to display towards an arterial or collector street. The secondary sign has a maximum height of twenty-five (25) feet, and a maximum sign face area of one (1) square foot per one (1) linear foot of road frontage with a maximum sign face area of one hundred (100) square feet per sign face, with a maximum of two sign faces. An Electronic Message Center, as defined in this article, may be used on the secondary sign, but it must meet the following provisions:

1. The electronically activated message section (EMC) shall not exceed 50 percent of the permitted sign area nor be located above fifty percent (50%) of the permitted sign height.
2. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds; video, continuous scrolling messages and animation are prohibited in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
3. The area surrounding the sign base of a highway identification sign and a secondary access sign shall be landscaped with appropriate planting materials.
4. Electronic Message Center Luminance Levels shall not exceed the following standards:
 - a. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 - b. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 1. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 2. Incremental luminance limits between the nighttime limit and the full sunlight limit may also be specified for overcast or foggy days, or for dusk; or
 3. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
 - c. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output

is most focused).

- d. Outdoor signage shall obey light trespass regulations.
 1. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 2. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 footcandles or less at the property line.
 3. The above light trespass limits are based on considerations of "light trespass," as developed in a report (IESNA TM-11-00 Light Trespass: Research, Results and Recommendations), wherein a recommended "brightness" limit and measurement technique is presented.
 4. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
 5. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
 6. This method effectively limits the luminance of signage to 300-350nits.
 - e. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.
 - f. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.
3. One wall sign per roadway frontage that is mounted in a flat fashion and not to exceed ten percent 10% of the measurement of the front wall, (measuring from ground to roof, multiplied by length of wall, measured end to end, per road frontage), and which may be illuminated but not animated nor include an Electronic Message Center may be located on the surface of any building up to 1/3 of the total front wall area.
 4. Gasoline trade signs.
 - a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign. *Specifications:* Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.
 - b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area
 5. Menu Boards, as defined herein, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:

- a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site;
 - b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size; and
 - c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.
6. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height – six (6) feet, maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum (Ordinance 3526-11/03/2015)**. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

14-2907. ADMINISTRATION AND ENFORCEMENT

- a. **Regulatory enforcement.** The sign administrator and/or his designees are hereby authorized and directed to enforce all of the provisions of this article. This authority empowers such individuals to perform any necessary inspections, including entering upon private property, and to issue related citations for the enforcement of this article.
 1. Violation notice. The sign administrator shall order the removal of any sign erected or maintained in violation of this article upon private property, providing ten days' written notice to the owner of the premises upon which the offending permanent sign is located to achieve compliance with provisions of this article. If, after ten days, the property owner has failed to achieve compliance with this article, a citation to municipal court shall be issued. When good faith efforts to bring a sign into compliance have begun within ten days of notice of violation, the sign administrator may extend the time period for compliance with this article to a period not to exceed 30 days. In cases where the owner of the premises has previously been notified of violations on two or more occasions, a citation may be issued without prior written notice.
 2. Impoundment/disposal of signs without warning. The sign administrator, the municipal codes officer and their designees shall have the authority to remove without notice any illegal sign on public property or a public right-of-way, or any illegal sign attached to trees, fences, posts, utility

poles or other natural features. Such signs shall be considered litter and shall be subject to disposal.

3. Duration of violation. Each day that a violation of this ordinance remains shall constitute a separate violation of this ordinance for purposes of the Court's assessment of fines or penalties.
- b. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.
 - c. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance. It is the specific intention of the City that each provision in this ordinance stand or fall on its own, and not rely upon the effectiveness of other provisions in the ordinance.

14-2908. APPENDIX 29-A GRAPHIC DESCRIPTIONS

SIGN REGULATIONS

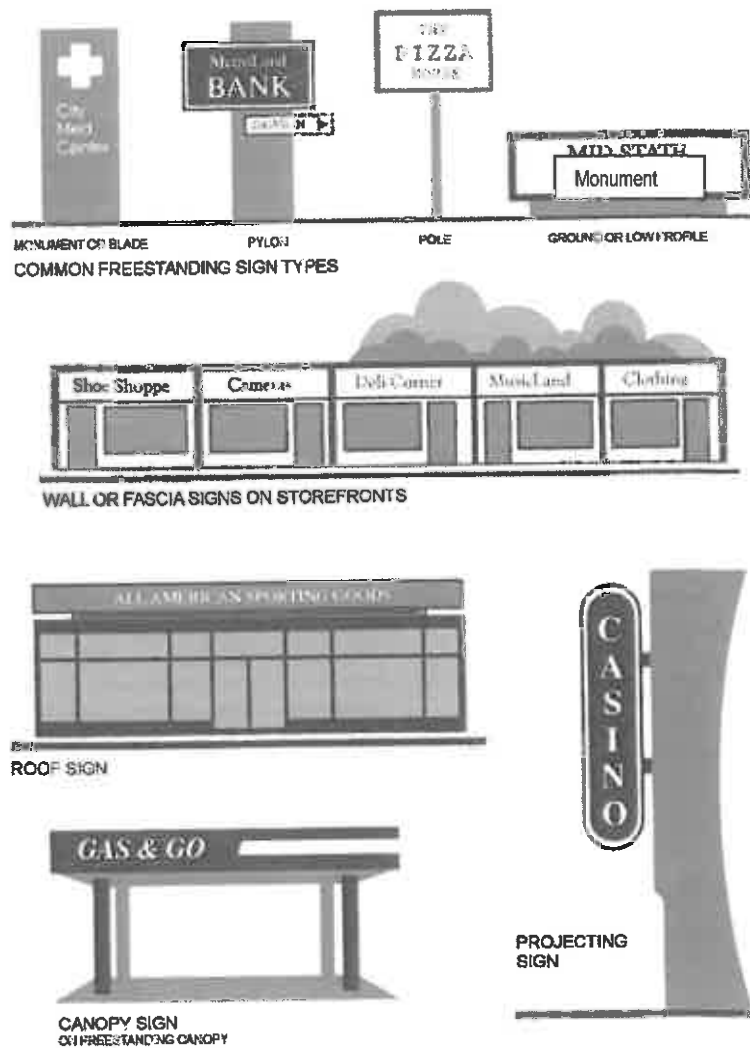


Figure 14-2908. 1 General Sign Types

Source: 2012 International Zoning Code

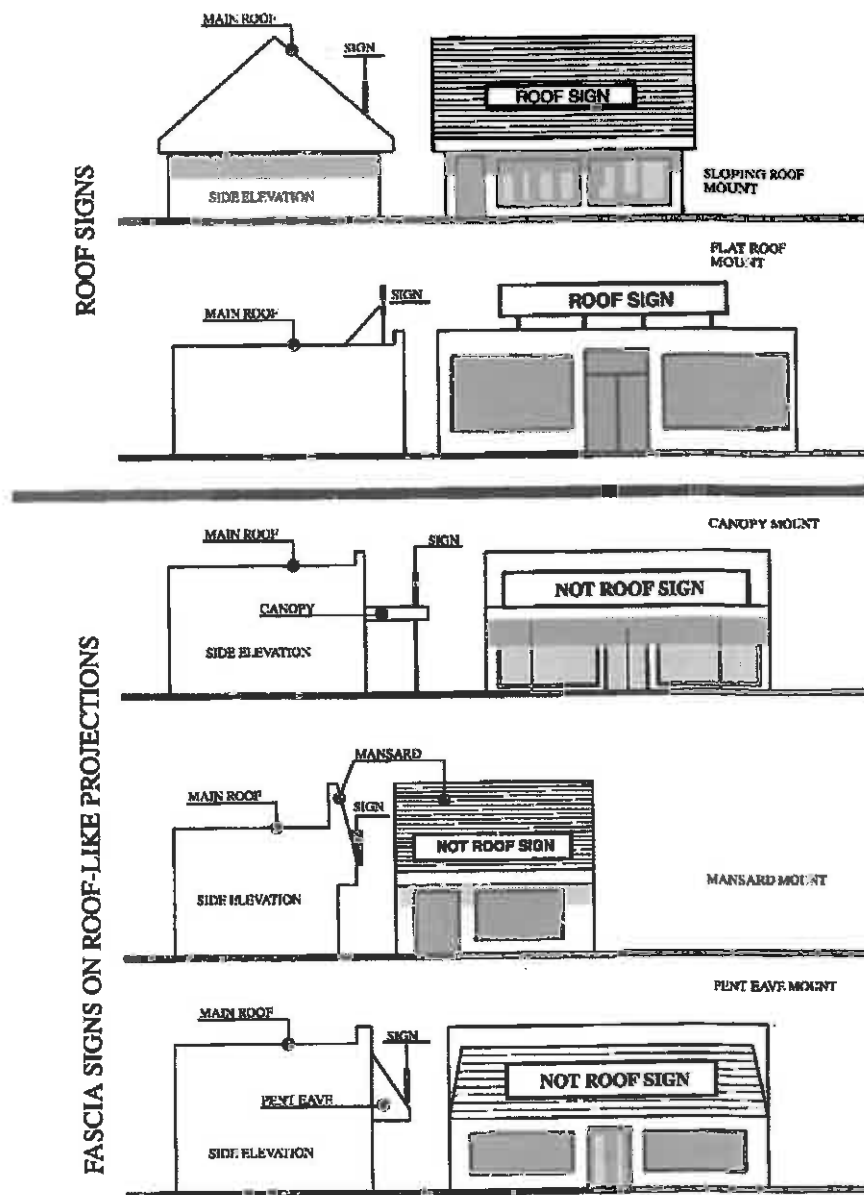
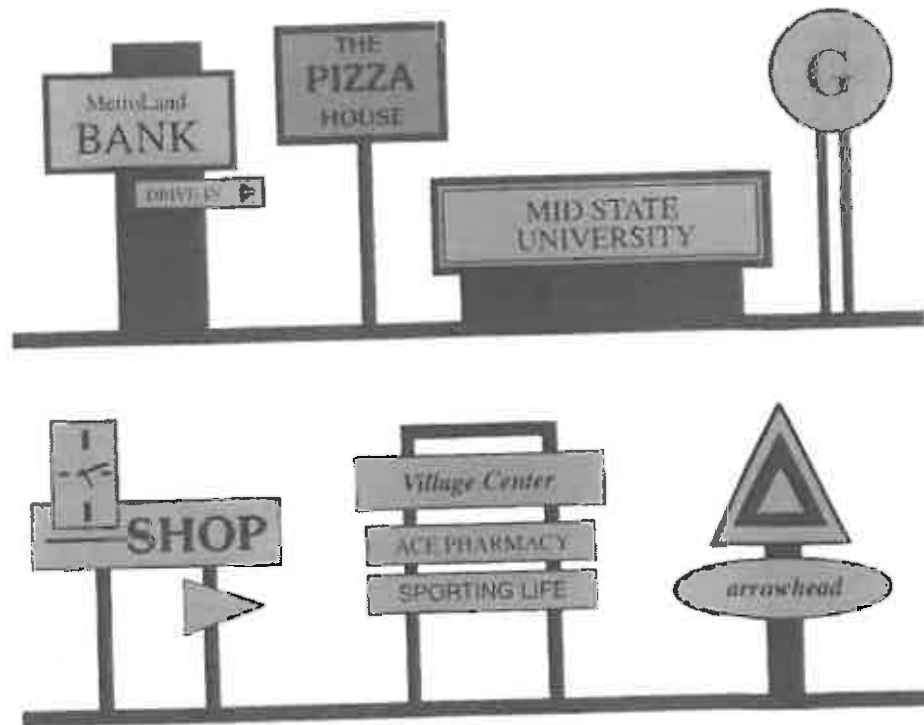


Figure 14-2908. 2 Comparison – Roof and Wall or Fascia Signs

Source: 2012 International Zoning Code



SIGN STRUCTURES

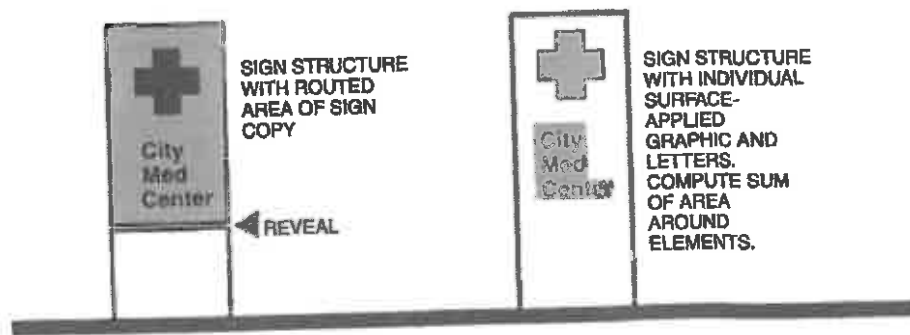
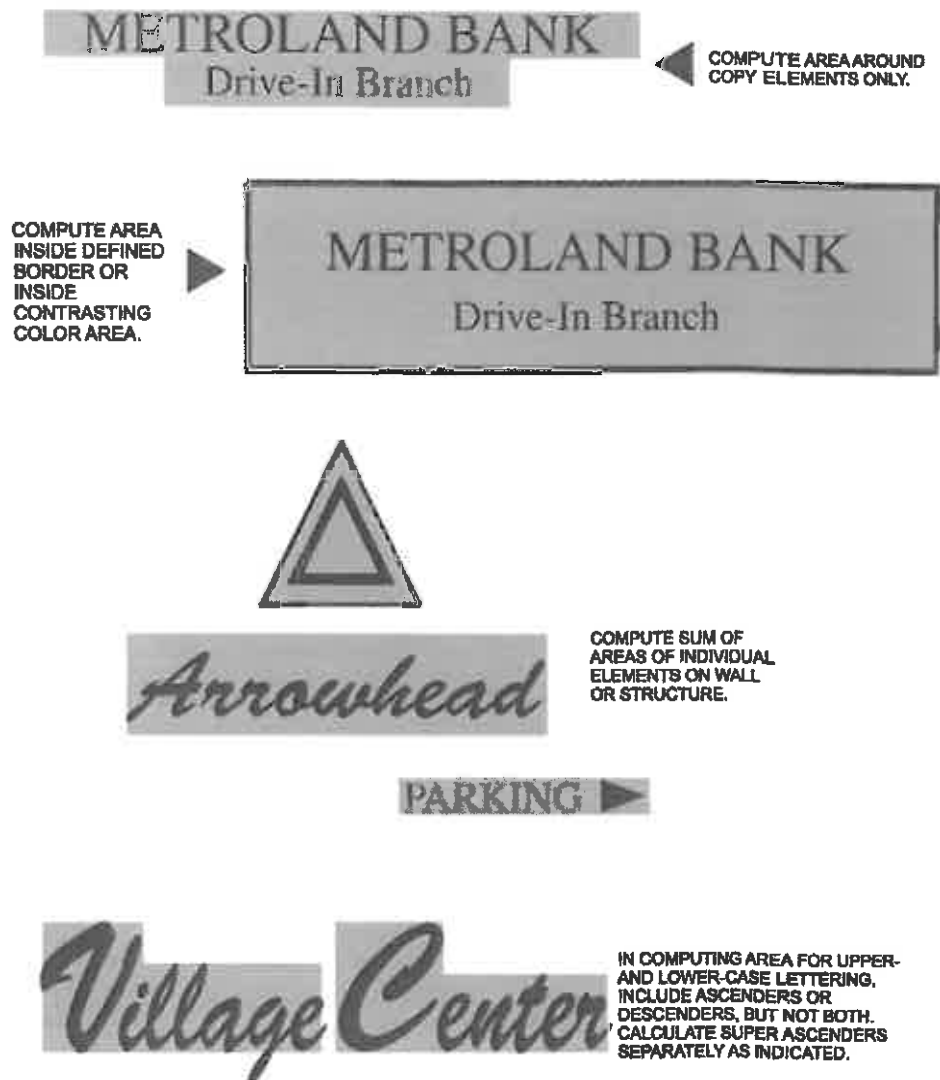


Figure 14-2908. 3 Sign Area – Computation Methodology
 Notes: Sum of Shaded Areas only represents sign area. Sign Constructed with panels of cabinets.

Source: 2012 International Zoning Code



Notes: Sum of shaded areas only represents sign area for code compliance purposes. Examples of signs consisting of individual letters, elements or logos placed on building walls or structures.

Figure 14-2908.4 Sign Area – Computation Methodology

Source: 2012 International Zoning Code

ORDINANCE NO. _____

**BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING
AND LAND USE CONTROL), CHAPTER 2 (ZONING
ORDINANCE), SECTIONS 14-2905, 14-2906-b, 14-2906-c, 14-2906-
d, AND, 14-2906-e, 14-2906-f OF THE MORRISTOWN
MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2 (Zoning Ordinance) , Sections 14-2905 and 14-2906 of the Morristown Municipal Code are hereby amended by deleting the language in the current sections and replacing it with the following language:

**CHAPTER 29
SIGN REGULATIONS**

14-2905. PROHIBITED SIGNS.

Except as may be authorized by this article, the following signs shall be prohibited in all zoning districts, and may neither be erected nor maintained.

- a. Abandoned or dilapidated signs.
- b. Projecting signs extending more than 12 inches from the surface of the structure, including the roof line, or extending beyond the property line, unless specifically permitted by provisions herein.
- c. Roof signs.
- d. Portable signs.
- e. Any internally illuminated sign, unless allowed within a commercial district.
- f. Any commercial sign located in a residential district not otherwise provided for in this article.
- g. Any sign that obstructs free ingress or egress through a required door, window, fire escape or other required exit way.
- h. Any sign which by reason of its location, position, size, shape or color may obstruct, impair or otherwise interfere with the view of, or be confused with, any traffic control sign or signal erected by a public authority. To those ends, no sign shall use the words, "slow", "stop", "caution", "yield", "danger", "warning" or "go" in a manner that misleads, confuses or distracts a vehicle driver.
- i. Any sign which by reason of its location, position, size, shape, materials or other physical characteristics poses a safety hazard to drivers, pedestrians or residents.
- j. Any sign that exhibits statements, words or pictures of an obscene nature, as defined by the United States Supreme Court.
- k. Any other sign not specified in this chapter which is not a lawful nonconforming sign.
- l. Electronic Message Center display signs as defined herein, except as provided for in the Central Business District (CBD), Intermediate Business (IB), Planned Commercial District (PCB), Light Industrial (LI), Airpark Light Industrial (ALI), Heavy Industrial (HI), and in the Tourist Accommodation (TA) District.
- m. Signs posted on elevated walkways in the City.
- n. Marquee signs.

- o. Signs in the median of any public right-of-way.

14-2906. ALLOWABLE SIGNS BY ZONING DISTRICT

b. Signs permitted in residential districts (R-1, RP-1, RD-1, R-2, R-3 and MHP):

1. Signs listed in Section 14-2906(a) herein.
2. Permanent Multi-Family or Planned Residential Development Signs. Such signs shall be located at the primary entrance(s) to a development as identified on a final site development plan approved by the planning commission. The signs shall be located on private property and may be within any platted sign and/or landscape easement or within the common open space and approved by the planning commission. Such signs shall be maintained by an established property owners' association.
Specifications : Sign area - 80 square feet per sign maximum per entrance, which may be divided among not more than two freestanding sign faces (no single sign face shall exceed 40 square feet); with a maximum placement at three entrances per development; sign height - six (6) feet, maximum; setback - ten (10) feet, minimum.
3. Subdivision Temporary Development Sign. One such sign may be erected on-site for the purpose of advertising the development of a subdivision or planned residential development, and the sale of included lots. The sign may remain until sale of 80% of the subdivision lots is completed. No other temporary development signs shall be allowed, including individual builder signs. The names of participating builders may be included on the subdivision temporary development sign. *Specifications*: Sign area - 32 square feet per sign, maximum, one sign face, maximum; sign height - six (6) feet, maximum.
 - a. Parcels greater than ten (10) acres in size shall be allowed subdivision temporary development signage not to exceed two hundred (200) square feet of subdivision temporary development signage across no more than 5 signs per public street frontage.
4. Permanent planned residential development informational sign. One such sign may be erected by the homeowners' association for the purpose of displaying information regarding the association. The sign shall be located on dedicated common open space or private property only and maintained by a private homeowners' association.
Specifications: Sign area - 20 square feet, maximum, which may be divided by two sign faces; sign height - six feet, maximum.
5. Bed and breakfast sign. One permanent identification sign may be erected at the entrance to a permitted bed and breakfast lodge for the purpose of identifying the use. The sign shall be compatible in design with the historic elements of the site and shall not be internally or externally illuminated.
Specifications: Sign area - Eight square feet total, to be contained on a maximum of two sign faces, no one sign face containing more than four square feet; sign height - six feet, maximum.
6. Residential personal identification signs. One personal identification sign per residence not to exceed two square feet shall be allowed; except that residential tracts of ten acres or more shall be allowed two such sign faces not to exceed 10 square feet per face.
7. Signs for community facilities located in residential districts shall conform to the provisions applicable to the Permanent Residential Subdivision Signs, provided for in (2) above.
8. Retail or office uses located inside multiple family residential buildings may display one

identification wall sign on the exterior of the home/building.

Specifications: Maximum sign face area, four (4) square feet, to be contained on a maximum of one sign face per lot per street, and may extend no more than 1 foot from the building. No illumination is to be used on said signs.

9. A home occupation shall be limited to one wall mounted sign, mounted flat against the structure.

Specifications: Maximum sign face area, two (2) square feet. No illumination, flash, glimmer, flutter, or movement by electronic, wind or other means on said signs.

10. Temporary Signs. In addition to the other signs identified in this subsection, temporary, freestanding, non-commercial signs may be posted on any lot in a residential district at any given time. This category includes, but is not limited to: real estate signs; political preference signs; garage sale signs; non-commercial baby announcements; lost pet signs; social/special event announcements; or any other non-commercial messages. Any such signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications:

- a. Sign area for lots of five acres or less - 20 square feet, maximum, which may be divided into a maximum of five (5) signs, provided that no single sign may exceed eight (8) square feet in area.
- b. Sign area for lots exceeding five acres - 32 square feet, maximum, which may be contained on one sign or multiple signs not to exceed ten (10); sign height for all lots - six (6) feet, maximum.
- c. Where a temporary sign contains two back-to-back sign faces, the sign area shall be computed using only one of the sign faces.
- d. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle.
- e. No temporary signs shall be permitted within any median which is within a public right-of-way.

c. Signs allowed in Office, Medical Professional-Restricted (OMP-R), Office Medical and Professional (OMP), Local Business (LB) Districts, and Mixed Use District (MUD):

1. Signs listed in Section 14-2906(a) herein.
2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
3. In addition to those listed above, all Professional Offices, Medical and/or Commercial Uses are allowed one (1) permanent freestanding monument sign or ground mounted sign with a sign face not to exceed forty (40) square feet for each sign face with a maximum of two sign faces and which MAY NOT BE animated or include an Electronic Message Center. The maximum height for the freestanding sign is six (6) feet.
4. All residential property in these districts may post temporary signs in the size and number as is provided in Section 14-2906(b)(10) above.
5. All professional offices, medical and/or commercial uses may post temporary signs, including banners which do not cross a public road or right of way, as follows: Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs, real estate signs, and social/special event

announcements. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Real estate signs may remain if the property is for sale, lease, or rent. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

6. Wall signs. All professional offices, medical and/or commercial uses may post up to three wall signs, mounted in a flat fashion, which are limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated BUT NOT ANIMATED OR INCLUDE AN ELECTRONIC MESSAGE CENTER.

Specifications: Sign area - Each sign area is limited to 40 square feet per street frontage, having a maximum of three (3) wall signs. For the purposes of this article, painted wall signs and canopy signs shall be calculated and deducted from the total allowable wall sign area.

7. Gasoline trade signs.

- a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign.
Specifications: Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.

- b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area of the principal structure. In the absence of an enclosed principal structure, for the purposes of this subsection, canopy signage shall be allowed in addition to the allowable freestanding sign. With the exception of the measurable area for placement of the canopy sign, no internal illumination or back lighting of the outside canopy area or canopy roof line shall be allowed.

Specifications: Sign area - 30 square feet, maximum divided between not more than three canopy signs (no single sign shall exceed ten percent per facade).

8. Menu Boards, as defined herein, and if used in connection with a permitted use, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:

- a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site.
- b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size.
- c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.

d. Signs allowed in Central Business District (CB):

1. Signs listed in Section 14-2906(a) herein.
2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).

3. In addition to those listed above, all Professional Offices, Medical and/or Commercial Uses are allowed one (1) permanent freestanding monument sign or ground mounted sign with a sign face not to exceed forty (40) square feet for each sign face with a maximum of two sign faces and which MAY NOT BE animated or include an Electronic Message Center. Parcels greater than three (3) acres in size may be allowed an Electronic Message Center (EMC), as defined in this article, on a monument sign or ground mounted sign so long as the EMC portion of the total sign area does not exceed twenty (20) square feet. All monument signs constructed, containing EMCs on said parcels greater than 3 acres, shall match the architectural style and construction materials of the principal structure. The maximum height for the freestanding sign is six (6) feet.
 - a. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message:
 1. Shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds;
 2. Video, continuous scrolling messages and animation are prohibited; in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
 - b. The area surrounding the sign base shall be landscaped with appropriate planting materials.
 - c. Electronic Message Center Luminance Levels shall not exceed the following standards:
 1. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 2. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 - a. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 - b. Incremental luminance limits between the nighttime limit and the full

sunlight limit may also be specified for overcast or foggy days, or for dusk; or

- c. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
3. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).
4. Outdoor signage shall obey light trespass regulations.
 - a. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 - b. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 foot-candles or less at the property line.
 - c. The above light trespass limits are based on considerations of "light trespass," as developed in a report (*IESNA TM-11-00 Light Trespass: Research, Results and Recommendations*), wherein a recommended "brightness" limit and measurement technique is presented.
 - d. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
 - e. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
 - f. This method effectively limits the luminance of signage to 300-350nits.
5. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.
 1. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.
1. All residential property in these districts may post temporary signs in the size and number as is provided in Section 14-2906(b)(10) above.
2. All professional offices, medical and/or commercial uses may post temporary signs, including banners which do not cross a public road or right of way, as follows: Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to

construction signs, political preference signs, real estate signs, and social/special event announcements. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Real estate signs may remain if the property is for sale, lease, or rent. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

3. Wall signs. All professional offices, medical and/or commercial uses may post up to three wall signs, mounted in a flat fashion, which are limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated BUT NOT ANIMATED OR INCLUDE AN ELECTRONIC MESSAGE CENTER.

Specifications: Sign area - Each sign area is limited to 40 square feet per street frontage, having a maximum of three (3) wall signs. Parcels greater than three (3) acres in size shall be allowed wall signage, limited to ten percent (10%) of the measurement of the front wall, from ground to roof, multiplied by the length of wall, measured end to end, per road frontage not to exceed four hundred (400) square feet in total and having a maximum of three (3) wall signs per public street frontage. For the purposes of this article, painted wall signs and canopy signs shall be calculated and deducted from the total allowable wall sign area.

4. Gasoline trade signs.

- a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign.
Specifications: Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.

- b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area of the principal structure. In the absence of an enclosed principal structure, for the purposes of this subsection, canopy signage shall be allowed in addition to the allowable freestanding sign. With the exception of the measurable area for placement of the canopy sign, no internal illumination or back lighting of the outside canopy area or canopy roof line shall be allowed.

Specifications: Sign area - 30 square feet, maximum divided between not more than three canopy signs (no single sign shall exceed ten percent per facade).

5. Menu Boards, as defined herein, and if used in connection with a permitted use, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:

- a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site.
- b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size.
- c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.

6. In lieu of a permanent freestanding monument sign, a property in the Central Business District may display one projecting sign, per front facade, not to project more than 3 feet, 6 inches from the building.
Specifications: Sign Area - Maximum of six (6) square feet per sign face, with a two sign faces, two face maximum. Bottom of sign shall be no less than 7 feet, 6 inches above the sidewalk.
7. One (1) Sandwich Board sign per front facade.
Specifications: Sign Area - Maximum of six (6) square feet per sign face, with a two face maximum, and a maximum width of thirty (30) inches. Maximum height of 4 (four) feet. There shall be a minimum distance of five (5) feet between the sandwich board and the front of the building to create an unobstructed passage that meets current ADA clearance standards.
8. One (1) sign suspended underneath the overhead sidewalk per building façade not to exceed two (2) square feet, having a minimum of ten (10) feet of ground clearance and shall not project beyond the limits of the overhead sidewalk structure.
9. Secondary Access Signs. One such sign shall be allowed for each parcel exceeding three (3) acres in total size.
 - a. Within twenty-five (25) feet of the driveway entrance from a public street.
 - b. At least fifty (50) feet from the nearest street or highway intersection.
 - c. The signs may be located in a joint user access easement or private platted sign easement abutting the nearest public road, if specifically approved by the Planning Commission prior to construction.
Specifications: Sign area = forty (40) square feet maximum, sign height – six (6) feet maximum; may contain an EMC not to exceed twenty (20) square feet only IF an EMC is not already present on the primary monument sign. Two monument signs with two EMCs will not be permitted.
- e. **Signs allowed in Intermediate Business District (IBD), Planned Commercial District (PCD), Light Industrial (LI), Airport Light Industrial (ALI), and Heavy Industrial Districts (HID), for land uses permitted in those particular zoning districts:** It is the intent of this Section to permit businesses on parcels having more than one (1) public street frontage in these commercial zoning districts to place monument signs as *secondary access signs* in addition to the one freestanding sign that is permitted in these zoning districts. A Secondary Access Sign must be situated within twenty- five (25) feet of the secondary street driveway access and at least fifty (50) feet from the nearest street or highway intersection.
 1. Signs listed in Section 14-2906(a) herein.
 2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
 3. Signs listed in Section 14-2906(c)(4), (7), and (8).
 4. In addition to those listed above, the following freestanding signs are allowed in these zoning districts:
 - a. One (1) freestanding Development Complex Sign at each primary entrance to a Development Complex (maximum of (3) entrances), and shall be located upon private property or within the common open space. Each sign face shall not exceed forty (40) square feet, with a maximum of two sign faces. The maximum height for the freestanding sign is six (6) feet. The sign shall be maintained by a private owner or entity. A

Development Complex Sign shall be situated within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street or highway intersection.

No permanent freestanding development complex sign is allowed if a "shopping center sign" as provided below exists and is approved by the Building Inspections Department.

- b. Professional Offices, Medical, Commercial (other than shopping centers) and Industrial Uses are allowed:

1. one freestanding pole sign

Specifications: The sign face is not to exceed one (1) square foot per linear street frontage for the first 100 linear feet of street frontage, plus one (1) square foot of sign area for each 10 linear feet over 100 feet of frontage, not to exceed 200 square feet in area per sign face, with a maximum of two sign faces, back to back. Maximum height of the freestanding sign shall be no greater than twenty-five (25) feet.

OR

2. one monument ground sign

Specifications: The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

- c. Shopping Centers as defined herein are allowed to erect one of the following freestanding permanent sign arrangements (provided that no development complex sign exists or is approved by the Building Inspections Department):

- 1.a. One freestanding sign may be located within the development. The sign shall be located on private property or within the common open space as approved by the Planning Commission. The size of the shopping center sign per sign face shall not exceed one (1) square foot of area per linear street frontage; and no such sign shall exceed 300 square feet per sign face. The maximum height of the sign, above grade, shall not exceed 25 feet; and
- b. Each parcel shall be allowed one monument sign on such parcel. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

OR

- 2.a. A monument sign located within twenty-five (25) feet of each driveway access and at least fifty (50) feet from the nearest street intersection. The total sign area per sign face for each monument sign at each main entrance shall not exceed forty-eight (48) square feet. The maximum height for any monument sign is six (6) feet; and
- b. Each parcel shall be allowed one monument sign. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. Such monument sign shall be

located within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street intersection. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

5. An Electronic Message Center must meet the following requirements for display in these zoning districts:
 - a. They shall be permissible only in monument or ground signs as allowed in this ordinance. Existing freestanding pole or pylon signs that are remodeled or modified to accommodate an Electronic Message Center must be reduced in height and size to meet the standards included herein (i.e. reformed to monument-type ground signs not exceeding six (6) feet in height. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.
 - b. The electronically activated message section (Electronic Message Center) of the sign shall not exceed twenty-four (24) square feet in area.
 - c. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message:
 1. Shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds;
 2. Video, continuous scrolling messages and animation are prohibited; in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
 - d. The area surrounding the sign base shall be landscaped with appropriate planting materials.
 - e. Electronic Message Center Luminance Levels shall not exceed the following standards:
 1. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 2. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity

limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).

- a. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 - b. Incremental luminance limits between the nighttime limit and the full sunlight limit may also be specified for overcast or foggy days, or for dusk; or
 - c. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
3. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).
4. Outdoor signage shall obey light trespass regulations.
 - a. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 - b. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 footcandles or less at the property line.
 - c. The above light trespass limits are based on considerations of "light trespass," as developed in a report (*IESNA TM-11-00 Light Trespass: Research, Results and Recommendations*), wherein a recommended "brightness" limit and measurement technique is presented.
 - d. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
 - e. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
 - f. This method effectively limits the luminance of signage to 300-350nits.
5. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.
6. All monument sign structures including Electronic Message Centers must be reviewed

by the building codes official and the applicant advised of conformance prior to construction.

6. Secondary Access signs. Such signs shall be located:
 - a. Within twenty-five (25) feet of the driveway entrance from a public street.
 - b. At least fifty (50) feet from the nearest street or highway intersection.
 - c. The signs may be located in a joint user access easement or private platted sign easement abutting the nearest public road, if specifically approved by the planning commission prior to construction.

Specifications: Sign area = forty-eight (48) square feet maximum, sign height - six (6) feet maximum.

7. Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - six (6) feet, maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum (Ordinance 3526-11/03/2015)**. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

8. Wall signs. One (1) wall sign per road frontage shall be mounted in a flat fashion, which is limited to ten percent 10% of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated but not be animated or include an Electronic Message Center.

9. Commercial flags/non-governmental flags.

Specifications: Sign area - No flag shall exceed 24 square feet per face; flag pole height - 30 feet, maximum.

10. Directory signs located on private property not exceeding 48 square feet nor six (6) feet in height, providing orientation within a planned residential development, development complex, shopping center, mixed use development, or medical park listing such information as on-site businesses and other tenants and their respective activities.

f. Signs Allowed in Tourist Accommodation (TA) District.

1. Signs listed in Section 14-2906(a) herein.
2. Each lot which meets or exceeds the minimum requirements of the Zoning District may erect two freestanding permanent signs, as follows:
 - a. One designated "Interstate Highway Identification Sign" which shall be placed so as to display towards the major highway (Interstate 81). This primary sign has a maximum height of one hundred twenty-five (125) feet and a maximum sign face area of 400 square

feet per sign face with a maximum of two sign faces. An Electronic Message Center (EMC), as defined in this article, may be used on the primary sign, but the EMC must be included in the 400 square foot maximum area sign face and shall not exceed 50% of the total sign face.

- b. One secondary which shall be placed so as to display towards an arterial or collector street. The secondary sign has a maximum height of twenty-five (25) feet, and a maximum sign face area of one (1) square foot per one (1) linear foot of road frontage with a maximum sign face area of one hundred (100) square feet per sign face, with a maximum of two sign faces. An Electronic Message Center, as defined in this article, may be used on the secondary sign, but it must meet the following provisions:
 1. The electronically activated message section (EMC) shall not exceed 50 percent of the permitted sign area nor be located above fifty percent (50%) of the permitted sign height.
 2. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds; video, continuous scrolling messages and animation are prohibited in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
 3. The area surrounding the sign base of a highway identification sign and a secondary access sign shall be landscaped with appropriate planting materials.
 4. Electronic Message Center Luminance Levels shall not exceed the following standards:
 - a. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 - b. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 1. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 2. Incremental luminance limits between the nighttime limit and the full sunlight limit

may also be specified for overcast or foggy days, or for dusk; or

3. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to throttle the sign luminance between the sunny-day and night maximums.
 - c. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).
 - d. Outdoor signage shall obey light trespass regulations.
 1. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
 2. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 footcandles or less at the property line.
 3. The above light trespass limits are based on considerations of "light trespass," as developed in a report (IESNA TM-11-00 Light Trespass: Research, Results and Recommendations), wherein a recommended "brightness" limit and measurement technique is presented.
 4. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
 5. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
 6. This method effectively limits the luminance of signage to 300-350nits.
 - e. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways.
 - f. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.
3. One wall sign per roadway frontage that is mounted in a flat fashion and not to exceed ten percent 10% of the measurement of the front wall, (measuring from ground to roof, multiplied by length of wall, measured end to end, per road frontage), and which may be illuminated but not animated nor include an Electronic Message Center may be located on the surface of any building up to 1/3 of the total front wall area.
4. Gasoline trade signs.

- a. Freestanding signs. Premises that dispense retail bulk petroleum products by pump shall be allowed to display the pricing of such products within a single freestanding sign. *Specifications:* Sign area - 80 feet, maximum, which may be divided by a maximum of two sign faces (no single sign face shall exceed 40 square feet); sign height - six (6) feet.
 - b. Canopy signs. When an enclosed principal structure exists, all canopy signs shall be calculated and deducted from the total allowable wall sign area
5. Menu Boards, as defined herein, may be used in conjunction with a restaurant providing drive-through or curb-side service, provided that:
- a. Such structures shall be included in the development site plan as approved by the planning commission and shall be contained within the buildable area of the site;
 - b. Restaurants providing drive-through but not curb-side service may have no more than two menu boards, not to exceed six feet in height and 30 square feet in total size; and
 - c. Restaurants providing curb-side service may have no more than one menu board per bay, not to exceed six (6) square feet per sign face for each menu board.
6. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the street right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height – six (6) feet, maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum (Ordinance 3526-11/03/2015)**. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

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

Passed on first reading the _____ day of _____, 2016.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2016.

Mayor

ATTEST:

City Administrator

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date")
between

City of Morristown, Tennessee ("Owner")

and

Lamar Dunn and Associates, Inc. (dba LDA Engineering) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Debi Circle FEMA Flood Mitigation Grant Application Support ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Analysis, grant application package preparation, and general consulting as described in
Attachment 1 to this Agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the schedule set forth in Attachment 1 to this Agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. ***Invoices:*** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues

diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at

the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or

adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Attachment 2 to this Agreement.
3. The total compensation for services and reimbursable expenses for each Phase (as described in Attachment 1 to this Agreement) shall not exceed the amounts indicated below, unless approved in advance by the Owner:
 - a. Phase 1 \$9,900 (nine thousand, nine hundred dollars)
 - b. Phase 2 \$11,800 (eleven thousand, eight hundred dollars)

7.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Attachment 2 to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1 of this Agreement.

OWNER:

Signed _____

Print _____

Title _____

Date Signed _____

ENGINEER:

Signed Lee Gentry

Print Lee Gentry

Title Vice President

Date Signed July 26, 2016

Firm's Certificate Number 4067

State of Tennessee

Address for giving notices:

P.O. Box 1499

Morristown, TN 37816-1499

Address for giving notices:

110 Tyson Boulevard, Suite 200

Alcoa, TN 37701

ATTACHMENT 1
to
Agreement: Debi Circle FEMA Flood Mitigation Grant Application Support
City of Morristown, TN (OWNER) and LDA Engineering (ENGINEER)

SCOPE OF SERVICES AND SCHEDULE
JULY 26, 2016

ENGINEER will provide services related to the development of a grant application to be submitted by the OWNER to the Federal Emergency Management Agency (FEMA). The intent of the grant application will be to request FEMA funds to address the chronic flooding issue on Stubblefield Creek adjacent to Debi Circle by acquiring the affected private properties. Phase 1 will consist of a preliminary analysis to determine if the benefit/cost ratio is favorable for pursuing a grant. Phase 2 would consist of preparing a detailed analysis and the grant application package if the Phase 1 results are favorable and if the OWNER elects to proceed accordingly.

Services to be provided by ENGINEER:

Phase 1.

- a. Review current FEMA benefit/cost analysis (BCA) requirements.
- b. Review previous 2013 Debi Circle Study and the FEMA Flood Insurance Study (FIS).
- c. Identify additional data and/or analysis needs.
- d. Meet with OWNER to discuss application strategy and identify input that may be needed from the OWNER.
- e. Collect additional field data if/as required.
- f. Prepare floodplain delineation inundation map to be used in the BCA.
- g. Prepare a preliminary mitigation cost estimate.
- h. Prepare a preliminary "Short Form" BCA using the latest version of FEMA software.
- i. Meet with OWNER to discuss results of Short Form analysis to determine if further development of the application (Phase 2) is desired by the OWNER.

Phase 2.

- a. Collect any additional data needed for the final BCA.
- b. Update the mitigation cost estimate and prepare mitigation Statement of Work.
- c. Prepare brief summary of hydraulic and hydrologic basis.
- d. Prepare other "justification" documents required by FEMA per the BCA methodology.
- e. Prepare "Long Form" BCA.
- f. Meet with OWNER to review final analysis.
- g. Prepare submittal cover letter for OWNER and FEMA submittal package.

Additional Services.

- a. Follow-up support as may be required due to public, public officials, and/or FEMA feedback.
- b. Additional services not included above that may be requested by the OWNER, such as surveys (engineering or subcontracted professional), participation in public meetings, participation in meetings with FEMA, etc.

Deliverables.

Phase 1. "Short Form" analysis and brief summary.

Phase 2. "Long Form" analysis, FEMA submittal package, and submittal cover letter.

Information to be provided by the OWNER:

To the extent Practical, OWNER will provide to the ENGINEER:

1. Appraised values of the properties identified in the Phase 1 strategy session.
2. Records of any anecdotal flooding information (dates, extent of flooding, etc.) relevant to the project.
3. A list of which properties in question are insured under the National Flood Insurance Program.

Schedule:

Phase 1 will be completed within 4 weeks after receipt of Phase 1 Notice to Proceed (NTP) provided appraised property values are made available not later than 2 weeks after Phase 1 NTP.

Phase 2 will be completed within 4 weeks after receipt of Phase 2 NTP (following completion of Phase 1).

----- END OF ATTACHMENT 1 -----

ATTACHMENT 2
to
Agreement: Debi Circle FEMA Flood Mitigation Grant Application Support
City of Morristown, TN (OWNER) and LDA Engineering (ENGINEER)

LDA Engineering
2016 Standard Billing Rates

JOB CLASSIFICATION	BILLING RATE
Managing Engineer	\$ 195.00
Senior Project Manager	\$ 185.00
Civil-Environmental Engineer/Scientist V	\$ 175.00
Civil-Environmental Engineer/Scientist IV	\$ 155.00
Civil-Environmental Engineer/Scientist III	\$ 135.00
Civil-Environmental Engineer/Scientist II	\$ 115.00
Civil-Environmental Engineer/Scientist I	\$ 95.00
Electrical Engineer II	\$ 175.00
Electrical Engineer I	\$ 155.00
GIS/CADD IV	\$ 105.00
GIS/CADD III	\$ 95.00
GIS/CADD II	\$ 85.00
GIS/CADD I	\$ 75.00
Project Administrator II	\$ 70.00
Project Administrator I	\$ 60.00
Field Technician V	\$ 105.00
Field Technician IV	\$ 95.00
Field Technician III	\$ 85.00
Field Technician II	\$ 75.00
Field Technician I	\$ 65.00
Survey Crew	\$ 150.00

Mileage: Reimbursement rate published by US
General Service Administration Currently
\$0.565/mile

Subconsultants: \$ Actual Cost + 8%

Other reimbursables: \$ Actual Cost

----- END OF ATTACHMENT 2 -----



Morristown City Council Agenda Item Summary

Date: August 16, 2016

Agenda Item:

Prepared by: Larry Clark

Subject: MUNIS Software Agreement

Background / History: Currently our MUNIS financial software is housed on a server here at City Hall. There is an annual maintenance agreement that the City pays to MUNIS for them to maintain the software. Also there are other fees related to the server itself. Also we currently do not have a total backup of our information.

Findings / Current Activity: During the budget process, we investigated whether to leave our software as is or go to "cloud computing". This will bring some advantages that we currently do not have. Some of these are: 1. Able to access financial information from wherever you are. You just need an internet connection to log in. 2. Will create a natural backup of our information, 3. Relieve the issue of having to upgrade servers on a routine basis, 4. In case of a natural disaster here, it will allow staff to conduct City business with access to the internet.

Financial Impact: As a whole it will be basically a zero impact. These funds are currently budgeted for the maintenance agreement less the backup. If we did not pursue this strategy then a backup device would be required to be purchased. Also will erase the need of future server hardware updates. Amount of \$79,297 annually and a onetime \$4,000 setup fee. Total of \$241,891 for the three year term.

Action options / Recommendations: Approval of contract.

Attachments: Contract



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Morristown.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity, if any, for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are twenty (20).
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and

includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of

commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is three (3) years from September 1, 2016, unless earlier terminated as set forth below. After August 31, 2019, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY**

OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as

applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Morristown

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Morristown
100 W. 1st North Street
Morristown, TN 37816
Attn: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler Sales Quotation # 2016-22305 to be inserted prior to execution.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the Term commencement date. Your annual SaaS fees for the initial term, as set forth in Section F(1) of the Agreement, are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
3. **Third Party Products.**
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

We provide the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is

used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Quoted By: Cindy Chase
 Date: 8/11/2016
 Quote Expiration: 2/3/2017
 Quote Name: City of Morristown - ERP - SaaS Flip
 Quote Number: 2016-22305
 Quote Description: SaaS

Sales Quotation For
 City of Morristown
 100 W. 1st North Street
 Morristown, Tennessee 37816
 Phone 4235854614

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financials:				
Accounting/GL/BG/AP	\$12,853.00	3.0	\$38,559.00	0
Inventory	\$3,168.00	3.0	\$9,504.00	0
Project & Grant Accounting	\$2,659.00	3.0	\$7,977.00	0
Purchase Orders	\$3,413.00	3.0	\$10,239.00	0
Requisitions	\$2,216.00	3.0	\$6,648.00	0
Payroll/HR:				
HR Management	\$3,413.00	3.0	\$10,239.00	0
Payroll	\$5,846.00	3.0	\$17,538.00	0
Revenue:				
Accounts Receivable	\$2,925.00	3.0	\$8,775.00	0
Business License	\$2,659.00	3.0	\$7,977.00	0
General Billing	\$1,329.00	3.0	\$3,987.00	0
Tax Billing	\$5,768.00	3.0	\$17,304.00	0

Productivity:

2016-22305 - SaaS

CONFIDENTIAL

Citizen Self Service		\$3,500.00	3.0		\$10,500.00	0
MUNIS Crystal Reports		\$2,469.00	3.0		\$7,407.00	0
Munis Office		\$2,216.00	3.0		\$6,648.00	0
Role Tailored Dashboard		\$1,295.00	3.0		\$3,885.00	0
Tyler Forms Processing		\$3,568.00	3.0		\$10,704.00	0
Additional:						
Concurrent Users (20)		\$20,000.00	3.0		\$60,000.00	0
TOTAL:		\$79,297.00			\$237,891.00	0

Other Services						
Description	Quantity	Unit Price	Unit Discount	Extended Price		
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00		
TOTAL:				\$4,000.00		

Summary			One Time Fees	Recurring Fees
Total Saas		\$0.00		\$79,297.00
Total Tyler Software		\$0.00		\$0.00
Total Tyler Services		\$4,000.00		\$0.00
Total 3rd Party Hardware, Software and Services		\$0.00		\$0.00
Summary Total		\$4,000.00		\$79,297.00
Contract Total		\$241,891.00		

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars _____

[Return to Agenda](#)

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The SaaS fees are based on 20 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

August 8, 2016

The Honorable Gary Chesney
Mayor, City of Morristown
100 West First North Street
P. O. Box 1499
Morristown, TN 37816

Re: West Andrew Johnson Highway, North Fairmont Avenue to West Morris Boulevard
Morristown, Hamblen Co.
PIN: 121752.00
Federal Project Number: STP-M-9113(23)
State Project Number: 32LPLM-F3-053
Agreement Number: 150026

Dear Mayor Chesney:

I am attaching an amendment to the original contract. The amendment replaces a specific paragraph and Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Eli Jones at 615-532-3184 or Eli.Jones@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager

Attachment

Amendment Number: 1

Agreement Number: 150026

Project Identification Number: 121752.00

Federal Project Number: STP-M-9113(23)

State Project Number: 32LPLM-F3-053

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Morristown (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

West Andrew Johnson Highway, North Fairmont Avenue to West Morris Boulevard in
Morristown

1. The language of AGREEMENT # 150026 dated August 10, 2015, Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment _____1_____.
2. The language of Agreement # 150026 dated August 10, 2015, Section **B.1. a)** is hereby deleted in its entirety.

The following is added as:

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Project
Utility Coordination by:	Agency	Project
Construction by:	Agency	Project

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MORRISTOWN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Gary Chesney **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Richard Jessee **Date** **John Reinbold** **Date**
Attorney **General Counsel**

EXHIBIT "A"

AGREEMENT #: 150026

PROJECT IDENTIFICATION #: 121752.00

FEDERAL PROJECT #: STP-M-9113(23)

STATE PROJECT #: 32LPLM-F3-053

PROJECT DESCRIPTION: W. Andrew Johnson Highway, N. Fairmont Avenue to W. Morris Boulevard in Morristown

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Resurfacing

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STP	80	0	20	\$126,256.44
PE-DESIGN	L-STP	80	0	20	\$87,509.20
RIGHT-OF-WAY	L-STP	80	0	20	\$50,000.00
CONSTRUCTION	L-STP	80	0	20	\$758,873.36
CONSTRUCTION	CEI	80	0	20	\$85,000.00
TDOT ES	L-STP	80	0	20	\$8,500.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



Morristown City Council Agenda Item Summary

Date: 08-16-16

Agenda Item:

Prepared by: Larry Clark

Subject: McGill contract for design and construction of Farmer's Market Phase 2 and amendment for hourly rates.

Background / History: The area where the Farmer's Market is located was divided up into two phases to aid with construction. Phase 1 dealt with constructing the market and parking immediately adjacent to the market which has been completed. This left the remaining parking lot for Phase 2. McGill & Assoc. was the firm that completed the design and over saw the construction of Phase 1.

Findings / Current Activity: To provide continuity between the phases, McGill was approached for the same type of services for Phase 2. Completion the project will allow better flow of cars and pedestrians in this area and also create green space for the public to enjoy.

Financial Impact: Funds are budgeted in the FY 17 budget.

Action options / Recommendations: Approval of contract

.

Attachments: Contract with amendments for hourly rates

Project Understanding

A detailed description of our Scope of Services, Fee, and Schedule are as follows:

McGill Associates, PA will assist the City of Morristown in the planning and preparation of construction documents for Phase 2 of the Farmer's Market project. Under this Task Order, will provide general project coordination, conceptual layout drawings, preliminary construction drawings, preliminary opinion of project costs, participation in design review meetings, final construction documents, permitting assistance, final opinion of project costs, and construction phase services.

Task 1 – Project Coordination

Participation in project kick-off meeting with City personnel and other pertinent project representatives, receipt/review/processing of City-provided project data (survey, plans, reports, grants, etc.), participation in one (1) preliminary and one (1) final design review meeting with City personal and other appropriate project representatives, and submittal of monthly project status reports and invoicing.

Task 1.1 – Kick-off Meeting

Task 1.2 – Receipt, Review, and Processing of Project Data

Task 1.3 – Design Review Meetings (2)

Task 1 Deliverables: *Meeting Agendas,
Meeting Minutes,
Action Items Summary,
Monthly Project Status Updates (Schedule & Activities), and
Monthly Invoicing*

Task 2 – Permitting Assistance

Assistance with the preparation of City of Morristown Land Disturbance and Tennessee Department of Environment & Conservation (TDEC) NPDES Construction Site Stormwater Permitting, as necessary. McGill Associates will provide the necessary construction drawings, details, and specifications to the City for their personnel to use in the preparation and submittal of a Stormwater Pollution Prevention Plan (SWPPP) to TDEC and other necessary regulatory agencies.

Task 2 Deliverables: *Construction Drawings, Details, and Specifications.*

Task 3 – Design Services

Preparation of conceptual site layout drawings, preliminary construction plans and opinion of probable cost for City review and approval, and final construction documents and opinion of probable cost for City review, approval, and bidding. Architectural design services are not included in this Task Order and, if necessary, will be provided under separate contract.

Task 3.1 – Preliminary Construction Plans

Task 3.2 – Preliminary Engineer's Opinion of Probable Cost

Task 3.3 – Final Construction Plans

Task 3.4 – Specifications

Task 3.5 – Final Engineer's Opinion of Probable Cost

Task 3 Deliverables: Preliminary Construction Plans (three hard copies and PDF format), Preliminary Engineer's Opinion of Probable Cost (PDF format), Final Construction Plans (three hard copies and PDF format), Specifications (PDF format), Final Construction Plans (three hard copies and PDF format), and Final Engineer's Opinion of Probable Cost (PDF format)

Task 4 – Bidding and Negotiation Services

Providing general bidding assistance, preparation of bid documents, bid administration (advertisement, pre-bid meeting, bid addenda, bid opening, bid tabulation, etc.), recommendation of award, and administration of contract services.

Task 4.1 – Contract/Bid Books

Task 4.2 – Bid Coordination

Task 4.3 – Bid Opening

Task 4.4 – Recommendation of Award

Task 4.5 – Contract Completion Coordination

Task 4 Deliverables: Bid Book (one hard copy and PDF format), Plan Holders List (PDF format), Pre-Bid Meeting Agenda – As necessary (PDF format), Bid Opening Agenda (PDF format), Bid Tabulation (PDF format), Recommendation of Award Letter (PDF format), and Final Conformed Contract Documents (three hard copies and PDF format)

Task 5 – Construction Administration and Construction Observation Services

Providing construction administration services, including performance of pre-construction meetings, shop drawing review, construction layout assistance, site observation, pay requests review, and preparation of final punch-list items.

Task 5.1 – Pre-Construction Meeting

Task 5.2 – Shop Drawings

Task 5.3 – Site Observations

Task 5.4 – Pay Requests

Task 5.5 – Final Inspection

Task 5.6 – Contract Closeout

Task 5 Deliverables: *Pre-Construction Meeting Agenda (PDF format),
Shop Drawings (PDF format),
Inspection Reports & Progress Photos (PDF and JPEG formats),
Pay Requests (PDF format),
Final Inspection Punchlist (PDF format), and
Contract Closeout Documents (hardcopy and PDF format)*

Information Provided by the Engineer

McGill Associates will endeavor to provide the project deliverables described herein as shown below:

Schedule

Task	Milestone
Preliminary Design Submittal:	20 days following contract approval
Final Design Submittal:	10 days following comments on preliminary design by City
Bid & Award:	~30 days
Construction Phase Services:	~90 days

Please note that McGill Associates has no control over internal regulatory or funding agency review processes as they relate to permits, approvals, and the issuances of notices to proceed.

Fee and Expenses

The Owner will pay the Engineer, based on the breakdown below of Basic Services outlined above in the descriptions for Tasks #1-5, a lump sum fee of \$99,000 in percentage of completion increments. The fee associated with each task shall be as follows:

Task #1	Project Coordination.....	\$ 8,000
Task #2	Permitting Assistance.....	\$ 5,500
Task #3	Design Services.....	\$ 22,000
Task #4	Bid & Negotiation Services.....	\$ 8,500
Task #5	Contract Administration & Construction Observation Services...	\$ 55,000

The planning / permitting / design / bidding / construction services lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

All permitting, application, and similar project fees will be paid directly by the City of Morristown. McGill Associates will perform other services not outlined above in Tasks 1-5 only as approved under separate contract or amendment hereto.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 002 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **McGill Associates, P.A.**, and “Owner” shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of _____
_____ Larry Clark _____ or provide alternative address).

SCOPE OF SERVICES
FARMER'S MARKET PROJECT

TASK ORDER NUMBER 002
MORRISTOWN, TENNESSEE

OWNER:

By: _____

Name: Tony Cox

Title: City Administrator

Date: _____

ENGINEER:

By: Jamie Carden

Name: Jamie Carden, P.E.

Title: Knoxville Office Manager

Date: 7/28/16

Engineer License or

Firm's Certificate Number: 2724

State of: Tennessee

DESIGNATED REPRESENTATIVE:

Name: Larry Clark

Title: Assistant City Administrator

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

E-mail Address:

lclark@mymorristown.com

Phone: 423-581-0100

Fax: 423-585-4679

DESIGNATED REPRESENTATIVE:

Name: John "Jake" Greear, P.E.

Title: Project Manager

Address:

2240 Sutherland Avenue, Suite 2

Knoxville, TN 37919

E-mail Address:

jake.greear@mcgillengineers.com

Phone: 865-540-0801

Fax: 865-595-4999

This is **EXHIBIT Z**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 3, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

Effective Date of Owner-Engineer Agreement: February 3, 2014

Owner: City of Morristown, Tennessee

Engineer: McGill Associates, PA

Project: Professional Engineering Services

2. Nature of Amendment:

☒ Modifications to Payment to Engineer

3. Description of Modifications

Revised Appendix 1 to Exhibit C to replace "Basic Fee Schedule" with the latest, December 2015, version.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 28, 2016.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated February 3, 2014.

**Standard Hourly Rates &
Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

SEE ATTACHED “BASIC FEE SCHEDULE”, EFFECTIVE DECEMBER 2015.



BASIC FEE SCHEDULE

December, 2015

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$185.00
Program Services Manager I	\$145.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$130.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00

Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Planner I	\$ 95.00
Planner II	\$105.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-III)	\$ 70.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



Morristown City Council Agenda Item Summary

Date: 08-16-16

Agenda Item:

Prepared by: Larry Clark/Pavel Plasencia

Subject: Fibernet Internet

Background / History: Currently the Fire Department **uses** Fibernet internet service at each of their stations. Even though they use Fibernet, they are not on the City network. This is because there were no “dark fiber” lines ran to each of their locations.

Findings / Current Activity: As Fibernet has continually updated their technology, it is now technically capable to bring the Fire Stations onto our network without having to run “dark fiber” to each location. This will allow I.T. to upgrade and maintain all computers housed at these locations. Also it will allow Fire Dept. storage access onto our network servers.

Financial Impact: Currently we are billed \$49.95 a month. The new amount will be \$34.95. This action will save the City approximately \$15.00 per station per month (\$90.00 per month in total).

Action options / Recommendations: Approval of service for Fibernet

Attachments: Sales Order



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-City Center
Service Address: 100 West First North Street
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

506196-000622

1

7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (City Center)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total	\$34.95
Estimated Taxes and Fees	\$0.00
Bundle Discount	\$0.00
Estimated Monthly Total	\$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to connect with all 6 Fire Stations.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Customer Signature

Date

Initials

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

[Return to Agenda](#)



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-Fire Station #1
Service Address: 415 West Louise Avenue
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

504873-000622

1

7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (415 West Louise)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total \$34.95
Estimated Taxes and Fees \$0.00
Bundle Discount \$0.00
Estimated Monthly Total \$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #1 at 415 West Louise Avenue.
Remove 50Mbps internet connection at installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my/a phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Company Representative Signature

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

Return to Agenda



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37816

City of Morristown-Fire Station #2
Service Address: 1801 Buffalo Trail
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

512753-000622

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7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (1801 Buffalo Trail)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total \$34.95
Estimated Taxes and Fees \$0.00
Bundle Discount \$0.00
Estimated Monthly Total \$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #2 at 1801 Buffalo Trail. Remove 50Mbps Internet connection at installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

[Return to Agenda](#)



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-Fire Station #3
Service Address: 3205 East AJ Highway
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

500147-000622

1

7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (3205 East AJ Highway)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total \$34.95
Estimated Taxes and Fees \$0.00
Bundle Discount \$0.00
Estimated Monthly Total \$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #3 at 3205 East AJ Highway. Remove 50Mbps Internet connection at installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Customer Representative Signature

Date

Date

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

Return to Agenda



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-Fire Station #4
Service Address: 3835 West AJ Highway
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

510529-000622

1

7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (3835 West AJ Highway)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total	\$34.95
Estimated Taxes and Fees	\$0.00
Bundle Discount	\$0.00
Estimated Monthly Total	\$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #4 at 3835 West AJ Highway. Remove 50Mbps Internet connection at installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my/a phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Signature Representative \$-price

Time

Date

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

Return to Agenda



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-Fire Station #5
Service Address: 5700 Air Park Blvd
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

510176-000622

1

7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (5700 Air Park Blvd)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total	\$34.95
Estimated Taxes and Fees	\$0.00
Bundle Discount	\$0.00
Estimated Monthly Total	\$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #5 at 5700 Air Park Blvd. Remove 50Mbps Internet connection at installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my/a phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Customer Representative Signature

Title

Date

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-15

[Return to Agenda](#)



FiberNET Sales Order

MUC FiberNET
P. O. Box 667
Morristown, TN 37815

City of Morristown-Fire Station #6
Service Address: 5020 South Davy Crockett Pkwy
Billing Address: P.O. Box 1499 Debbie
Morristown, TN 37816
Contact: Pavel Plascencia
Contact #: 423-273-2483

550853-000622
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7/29/2016

MUC Sales Rep Stan Greene
(423)-317-6277

Video Service	Rate	Outlets	Monthly
No Video Services			\$0.00

Equipment Charges	Rate	Quantity	Monthly
No Equipment Charges			\$0.00

Internet and Data Services Charges	Rate	Quantity	Monthly
VPLS - 30M (5020 South Davy Crockett Pkwy)	\$34.95	1	\$34.95
Internet and Data Services Charges Sub-Total			\$34.95

Telephone Charges	Rate	Quantity	Monthly
Telephone Services Charges Sub-Total			\$0.00

Services Total \$34.95
Estimated Taxes and Fees \$0.00
Bundle Discount \$0.00
Estimated Monthly Total \$34.95

NOTES: Upgrade-Add 30Mbps/30Mbps VPLS end point to Fire Station #6 at 5020 South Davy Crockett Pkwy.
Remove 50Mbps Internet connection at Installation of VPLS connection.

I hereby acknowledge the fact that Morristown Utilities Commission (MUC) FiberNET provides service to a demarcation point. I also acknowledge that I will have to have my/a phone system vendor or person and/or IT vendor or person present at the time my services are switched to connect my systems to the MUC FiberNET network.

My signature on this form releases MUC from the responsibility of resolving internal telephone, fax, network data or issues related to ATM, Credit card machines or alarm panels in the event my phone system, data support or IT vendor is not present at the time of install.

X

Company Representative Signature

Date

Date

Taxes and fees are additional.
This quote is good for 30 days.

Revised 1-1-16

Return to Agenda



Fire Apparatus Construction Change Report

PRODUCT

Morristown Platform Job#29594

Change

\$1,074,544.00

\$1,074,544.00

PRE-CONSTRUCTION CHANGES

Add 10 inch handrails below windshield	\$272.37
Rear scene light activation with reverse	\$279.58
Add Hose bed strip lights	\$573.12
Add Rear FRC Scene lights	\$1,295.15
Change Pump panel Throttle controller	\$686.22

\$3,106.44

FINAL CONTRACT PRICE + TRADE-IN

\$1,077,650.44

Department Authorization: _____

Date: _____



**CITY OF MORRISTOWN
PURCHASING DIRECTOR**

P.O. Box 1489
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 1

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

Purchase Order # **16000640-01**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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**PIERCE MANUFACTURING INC
PO BOX 2017**

APPLETON, WI 54913

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**City of Morristown
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813**

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
414-731-5251		000-000-0000	16000682	GARY RYAN	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
09/02/15	012764				42240
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	100 foot aerial truck per Morristown Fire Department specs.		1.00 EACH	1077650.44000	1,077,650.44
	ENGINEERING CHANGES TO INCLUDE: 10" HANDRAIL, REAR SCENE LIGHT, HOSE BED STRIP LIGHTS, REAR FRC SCENE LIGHTS, PUMP THROTTLE CHANGE				
	\$3,106.44				
	42240-971		1,077,650.44		
				PO Total	1,077,650.44

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

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

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

Purchase Order

Fiscal Year 2017

Page 1

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

Purchase Order # **17000370-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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COMPASS MINERALS AMERICA INC
9900 WEST 109TH ST
SUITE 100
OVERLAND PARK, KS 66210

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

Vendor Phone Number 800-323-1641		Vendor Fax Number 913-338-7945		Requisition Number 17000446		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 07/29/16		Vendor Number 015897		Date Required		Interoffice Delivery DOUG DEERING		Department/Location 43160	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
001	ORIGINAL				600.00	89.17000	53,502.00		
					TON				
	TREATED BULK ROCK SALT TENNESSEE STATEWIDE CONTRACT SWC # 507 43160-458				53,502.00				
						PO Total	53,502.00		

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

Authorized Signature

[Return to Agenda](#) Date

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

HAMLEN CO. PARCEL#
33N K 020.00

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of July, 2016, by and between KBS Morristown Inc. hereinafter called the "Landowner", and the City of Morristown, TN hereinafter called "City".
(Insert Full Name of Owner)

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 1836 West Andrew Johnson Hwy as recorded by deed in the last land records of Hamblen County, TN, Deed Book 1517 Page 371, hereafter called the "Property".
(Insert Hamblen County Tax & Parcel Number)

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

WHEREAS, the Site Plan/Subdivision known as Holston's / No Way Jose's 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
(Name of Plan/Development)

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 permission 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 one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) 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 one hundred fifty percent (150%) 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 interests.

WITNESS the following signatures and seals:

KBS Morristown Inc
Company/Corporation/Partnership Name (Seal)

By: [Signature]
KIRBY SMITH
(Type Name)

President
(Type Title)

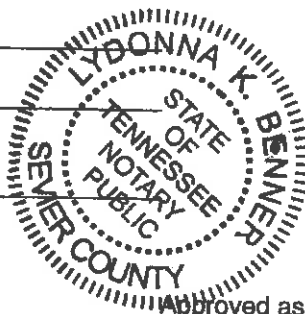
State of TENNESSEE

County of SEVIER

The foregoing Agreement was acknowledged before me this 23rd day of July, 2016

by [Signature]
Notary Public

My Commission Expires 3/4/19



Approved as to form:

[Signature] 8/3/16
City Attorney Date



From the Desk of

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

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OR RE-APPOINTMENT OF
BOARD/COMMISSION MEMBER(s)

DATE: August 12, 2016

The following Board/Commission Member's terms will expire on August 31, 2016. This is a City council appointment, or re-appointment, scheduled for the August 16, 2016, City Council meeting.

Municipal Airport Commission

Term Expiring: Louis "Doe" Jarvis

This appointment is for a five (5) year term that will expire on August 31, 2021.

The above listed member has been contacted by city staff and indicated his willingness to serve another term.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: October 14, 2015

Re: Entry Level Patrol Officer

I am requesting to backfill a vacancy from the attached current entry level roster.

Thank you.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on August 12, 2016 to reflect recent testing, hiring and /or correctio

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	Robert Bolden	28-Feb-17
2	Bobby Morgan	28-Feb-17
3	Zach Jones	28-Feb-17
4	Julian Monroe	28-Feb-17
5	Erick Simonds	28-Feb-17
6	Henry Russell	28-Feb-17
7	Joey Maus	28-Feb-17
8	Neal Conley	28-Feb-17
9	William Smith	28-Feb-17

For the Civil Service Board


Lee Parker, Chairman

8-12-16
Date