

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JANUARY 19, 2016 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Mark Burford, Senior Chaplain, Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. January 5, 2016

**6. PROCLAMATIONS/PRESENTATIONS**

1. Tennessee Recreation and Parks Association (TRPA) Awards.
2. Finance – Audit Report.

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

**8. OLD BUSINESS**

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

**9. NEW BUSINESS**

**9-a. Resolutions**

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

1. Ordinance No. \_\_\_\_\_  
An Ordinance to close and vacate certain rights-of-way within the City of Morristown. *{Portion of excess right-of-way at the intersection of Walters Drive and Vantage View Drive.}*  
**{Public Hearing February 2, 2016}**

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

1. Change Order #1 to Rembco Geotechnical Contractors, Inc. for additional injections at the Petosky Plastics Sinkhole, total estimated price of \$34,450.
2. Change Order #1 to Andrews Construction, Inc. for the decreased amount of (\$2064) for Hangar Rehabilitation Project at Morristown Regional Airport.
3. Change Order #4 to Summers-Taylor, Inc. in the amount of \$70,951.67 for Apron Rehabilitation Project at the Morristown Regional Airport.
4. Change Order #2 (Final) to HS Construction and Excavating, LLC, in the amount of \$57,467.34 for Vantage View Drive Stormwater Improvements.
5. Approve purchase of Ultrashelter & Ultrasite Table from Gametime in the amount of \$16,402.32.
6. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Polestar TN Morristown (Buffalo Trail), LLC, and the City of Morristown.
7. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Polestar TN Morristown (Economy), LLC, and the City of Morristown.
8. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Carlyle Rentals, L.P., and the City of Morristown.

**9-d. Board/Commission Appointments**

1. Mayor's appointment to the Planning Commission to fill the remaining term of Terry Ball who resigned; term expiring March 1, 2018.
2. City Council appointment or re-appointment to the Morristown/Hamblen County Solid Waste Disposal System Authority for a three (3) year term currently held by Keith Jackson; term expiring February 1, 2019.

**9-e. New Issues**

1. Certificate of Compliance for Tracy Harrell and Tammy Keaton owners of the retail package store located at 1764 Buffalo Trail; DBA T&T Package Store.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**

Regular City Council Meeting with Work Session

January 22, 2016	(Thurs) 9:00 a.m.	Special Called Work Session at Morristown Airport
February 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
February 16, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
March 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 25, 2016	(Friday)	City Employee's Holiday Good Friday
April 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
April 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA  
JANUARY 19, 2016  
5:00 p.m.**

**1. Stormwater Ordinance**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JANUARY 5, 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, January 5, 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.

John Freitag, Senior Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the December 15, 2015, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid/contract for LAMTPO Wayfinding Project to Rite-Lite Signs, Inc., in the amount of \$310,658.05. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the bid/contract for a Crack Sealing Machine to Paving Maintenance Supply in the amount of \$49,387.29. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the bid/contract for External Storage Array (for electronic media) to SHI Corporation in the amount of \$10,622. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the bid/contract for Electrical Inspections Services between James Dearing Electrical Inspections, Inc., and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve change order #1 (final) to Summers-Taylor, Inc. for the Five Points Drainage Improvements project at Buffalo Trail; net decrease of this change order (\$3,745) bringing contract price from \$130,490 to \$126,745. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the extension of Strategic Services Agreement with SSC through the end of the current fiscal year, June 30, 2016; with an average budget of \$5,000 per month (not to exceed \$30,000). Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Councilmember Senter made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Helen Ross McNabb Center, Inc. and the City of Morristown. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between B.B. & J. Holdings (Masengill Springs) and the City of Morristown. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Councilmember's Kay Senter, Chair, Tommy Pedigo and Chris Bivens to the 2016 Finance Committee.

Councilmember Alvis nominated Mike Minnich to the Civil Service Board to fill the remaining term of Doug McDonald; term expiring October 1, 2018. Councilmember Pedigo made a motion that nomination's cease and that Mike Minnich be elected by acclamation. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the hiring of Robert Carter to the Fire Department as an entry-level Fire Fighter. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the hiring of Nathan McDaniel to the Fire Department as an entry-level Fire Fighter. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the hiring of Brian Trent to the Fire Department as an entry-level Fire Fighter. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

City Administrator Cox briefed council on the Police Department Crime Mapping app that is linked to the City of Morristown's website.

Mayor Chesney adjourned the January 5, 2016, City Council meeting at 5:39 p.m.

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MAYOR

ATTEST:

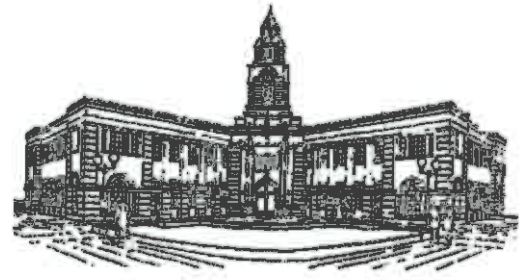
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CITY ADMINISTRATOR

# City of Morristown

*Incorporated 1855*

## Department of Community Development and Planning



**TO:** Morristown Regional Planning Commission

**FROM:** Alan Hartman, Planning Director 

**DATE:** January 8, 2016

**SUBJECT:** Right of Way Closure – Vantage View

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### Background:

In recent weeks there has been reconstruction of Vantage View Drive in the area of Walters Drive and over Havely Springs Branch. This project has resulted in the realignment of Vantage View and relocated its connection to Walters Drive a short distance to the south. Thus, resulting in an excess amount of right-of-way that is no longer needed for access onto Vantage View Drive.

The city is requesting that this excess right-of-way be abandoned and returned to the adjoining property owners. The homeowners in the vicinity have suggested that this land be used in the future for a subdivision sign to designate the entrance into their neighborhood.

In order to close a right-of-way, the planning commission must make a recommendation to the City Council for their consideration to adopt by ordinance.

### Options:

Approve the Request

Deny the Request and state the reasons for denial

Postpone Action pending the presentation of additional information

### Recommendation:

Staff recommends Approval

### Attachments:

Location Map

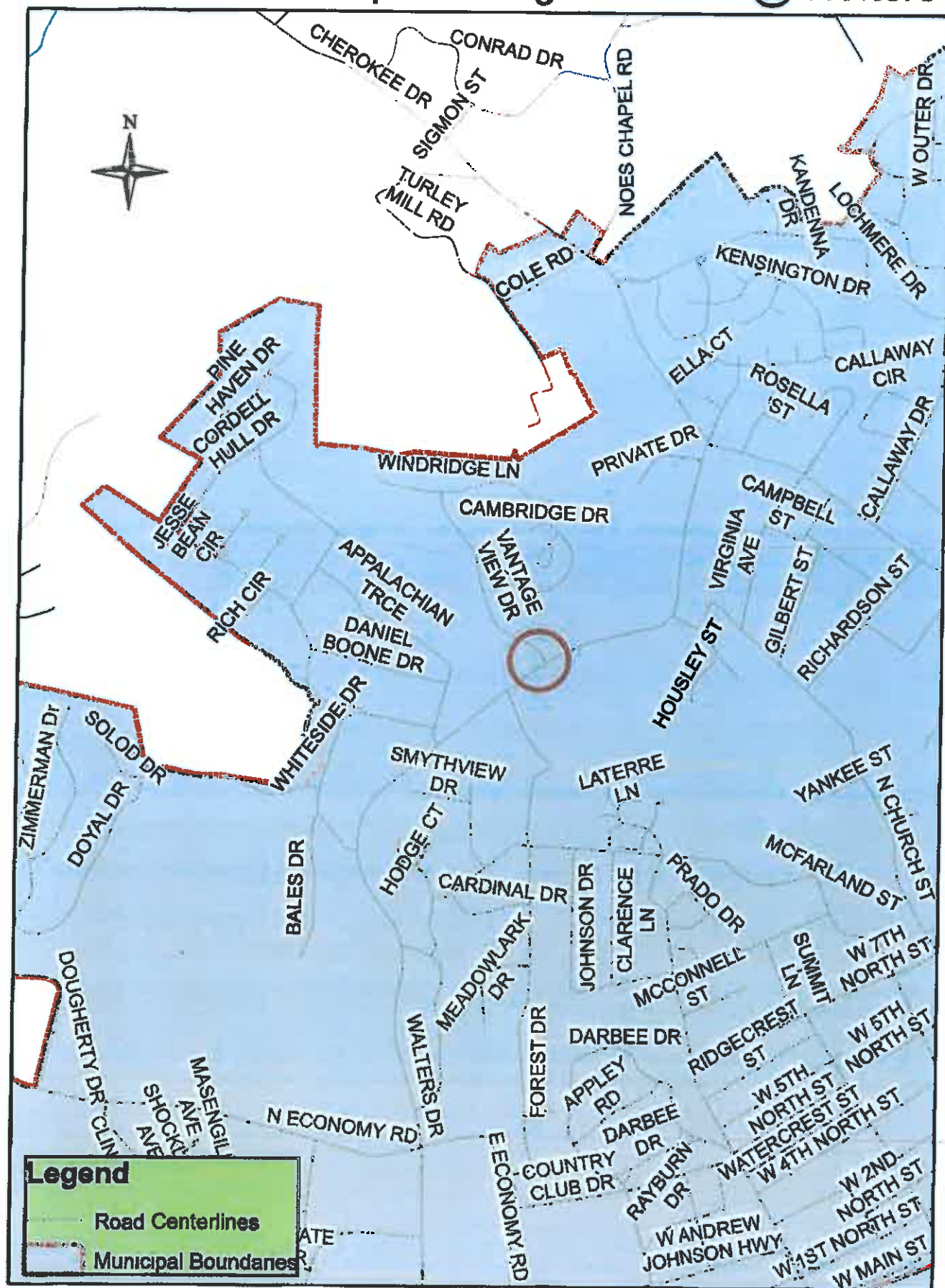
Photographs

Survey

Description



### General Location Map - Vantage View Dr. @ Walters Dr.



[Return to Agenda](#)







[Return to Agenda](#)



**MRCZ780605CJ**

<b>DATE:</b> 12-9	<b>TITLE:</b> F - C
THE LINE _____ IN THE BOX LOWE WASH PLASTER FULL & CALS	
<b>DW:</b> AM BY:	<b>CORRECTED BY:</b>
JWD/VF	LJD

DRAFT COPY

**SHEET TITLE**  
**R.O.W. TO**  
**BE**  
**ABANDONED**

**SHEET 1 OF 1**

### **DESCRIPTION OF EXCESS RIGHT-OF-WAY:**

Being excess right-of-way at the intersection of Walters Drive and Vantage View Drive, more particularly described as follows:

**EXCESS RIGHT-OF-WAY:** Being a parcel of land of irregular dimensions more particularly described as follows:

The **POINT OF BEGINNING** being, common reference point of Bible & Sunbelt Developers (Deed Book 1277, Page 755, Map 033, Parcel 027.03), the eastern existing right-of-way of Vantage View Drive and the northern right-of-way of Walters Drive; thence, with the Walters Drive right-of-way, bearing S57°47'16"W a distance of 55.55 feet to a point in said right-of-way; thence, along a line a bearing N33°48'42"W a distance of 52.38 feet to a point; thence, a bearing N58°26'59"E a distance of 55.07 feet to a point in the eastern existing right-of-way of Vantage View Drive; thence, with the existing Vantage View Drive right-of-way, a bearing S34°21'44"E a distance of 51.76 feet to the **POINT OF BEGINNING** in the existing right-of-way of Walters Drive; said parcel contains approximately 2,877 square feet.

**ORDINANCE NO. \_\_\_\_\_**  
**ENTITLED AN ORDINANCE TO CLOSE AND VACATE**  
**CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF**  
**MORRISTOWN. {Portion of excess right-of-way at the**  
**intersection of Walters Drive and Vantage View Drive}**

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

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

NOW, THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned, except that the City of Morristown retains all existing utility and drainage easements within the closed, vacated and abandoned right-of-way:

BEING excess right-of-way at the intersection of Walters Drive and Vantage View Drive, more particularly described as follows:

BEING a parcel of land of irregular dimensions more particularly described as follows:

The **POINT OF BEGINNING** being, common reference point of Bible & Sunbelt Developers (Deed Book 1277, Page 755, Map 033, Parcel 027.03), the eastern existing right-of-way of Vantage View Drive and the northern right-of-way of Walters Drive; thence, with the Walters Drive right-of-way, bearing S57°47'16"W a distance of 55.55 feet to a point in said right of way; thence, along a line a bearing N33°48'42"W a distance of 52.38 feet to a point; thence, a bearing N58°26'59"E a distance of 55.07 feet to a point in the eastern existing right-of-way of Vantage View Drive; thence, with the existing Vantage View Drive right-of-way, a bearing S34°21'44"E a distance of 51.76 feet to the **POINT OF BEGINNING** in the existing right-of-way of Walters Drive; said parcel contains approximately **2,877** square feet.

The above description is a part of Vantage View Drive as it existed prior to condemnation proceedings and the construction of improvements.

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

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

Passed on first reading this the 19<sup>th</sup> day of January 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

Passed on **second** and final reading this the 2<sup>nd</sup> day of February 2016.

\_\_\_\_\_  
MAYOR

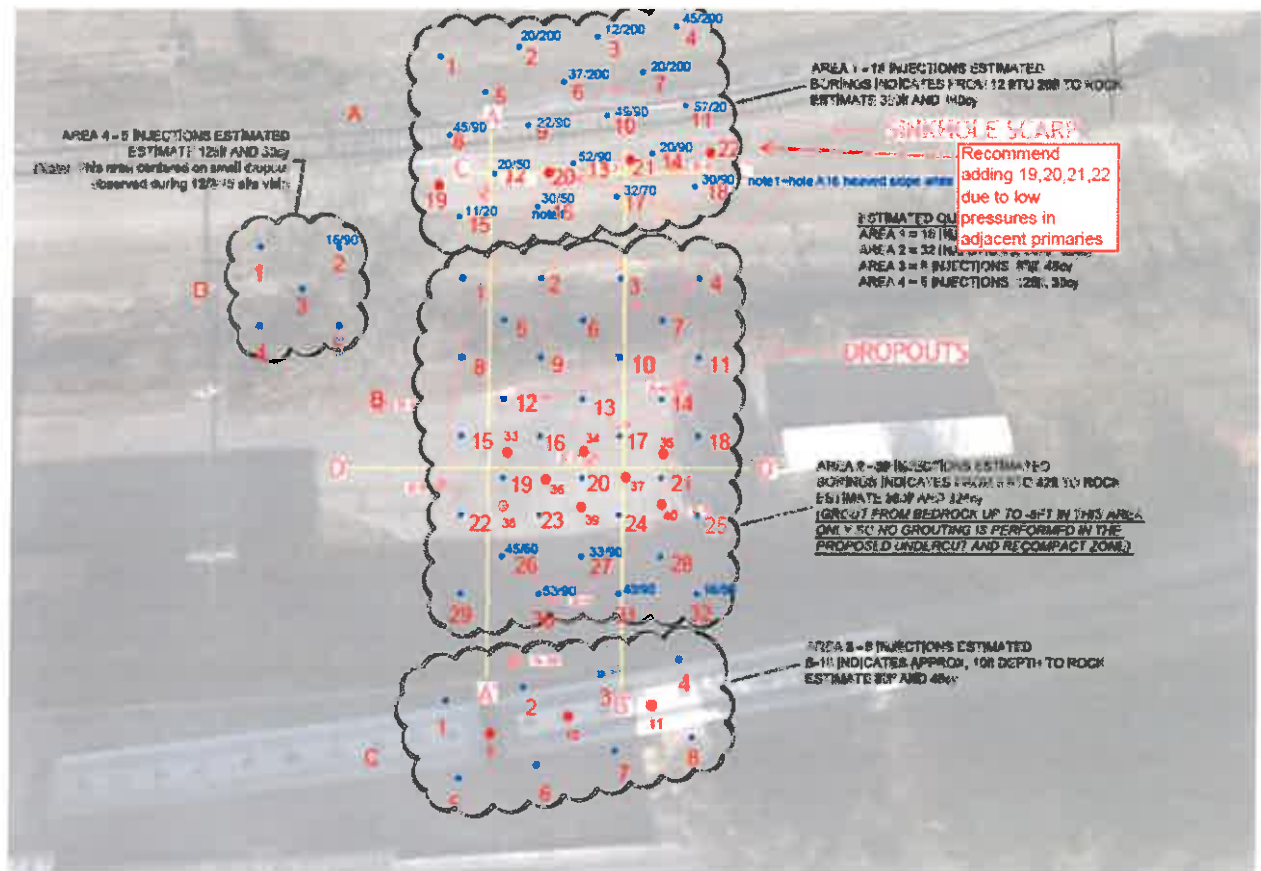
ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



## SINKHOLE REPAIR SUMMARY – MAID – REMBCO GEOTECHNICAL CONTRACTORS

The City of Morristown retained the services of Rembco Geotechnical Contractors, Inc. to perform compaction grouting operations on a sinkhole that is located in the MAID Park. This requires the use of a drill rig that will drill down until it hits bedrock. Grout is injected into the hole through the drill rig until suitable pressure is obtained. Once proper pressure is obtained the drill rig raises the casing one foot and injects grout again. This operation takes place until the casing is five foot below the surface. At that time the drill rig moves to another spot. These spots are laid out in a grid fashion. Additional holes are drilled between the grid locations if grout pressures are too low. These additional holes are called secondaries. Seventy Three holes were drilled for this project with 15 being secondaries. See the drawing below for locations.



Please see the link below for a YouTube video on this operation.

<https://youtu.be/O95vntegins>

# CHANGE ORDER REQUEST / APPROVAL

Project: Petosky Plastics Sinkhole  
Contractor: Rembco Geotechnical Contractors, Inc.  
Contract No.: \_\_\_\_\_  
Change No.: 1

**Background:**

Original Scope of work was to install 32 grout locations in Area B to an estimated average depth of 30'lf. The original grout required for each location was estimated to be 10 CY. In Area C the original scope was to install 8 grout locations to a depth of 10 ft. The grout anticipated was 6 CY each.

**Changes to the Contract Scope of Work:**

After pumping the original pattern in each location, soft zones and poor pressures were encountered in Area B from injection 15-25 and in Area C in injections 1-8. We propose 8 secondary injections in Area B and 3 secondary injections in Area C. Estimated footages and yardages are below.

**Changes to the Contract Price:**

<u>Item</u>	<u>Qty</u>	<u>Units</u>	<u>\$/Unit</u>	<u>Extension</u>
Additional casing advanced	350	LF	\$ 27	\$ 9,450
Additional grout injected	100	CY	\$ 250	\$ 25,000
<b>Total Estimated Price</b>				<b>\$ 34,450</b>

Submitted By: Ken Bowman P.M. Date: 1/8/2016  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER #1**

TAD PROJECT NO 32-555-0154-04 DATE PREPARED: \_\_\_\_\_  
 OWNER: CITY OF MORRISTOWN, TN CONTRACTOR: ANDREWS CONSTRUCTION, INC  
 ADDRESS: 100 WEST 1ST STREET P.O. Box 298  
MORRISTOWN, TN 37816 TALBOTT, TN 37877

NAME AND LOCATION OF AIRPORT: MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT: HANGAR REHABILITATION PROJECT

CHANGE ORDERED	ITEM NOS	DESCRIPTION SEE ATTACHMENT 'B'	REVISED QUANTITY SEE ATTACHMENT 'A'	NET CHANGE
CHANGE ITEM:				
Base Bid 4	Hanger Doors (Rehabilitation)			\$ (10,000.00)
Base Bid 5	Guttering			\$ 1,396.00
DELETE ITEM:				
ADD ITEM:				
Base Bid 10	Repair Broken Electrical Line under Asphalt			\$ 1,340.00
Base Bid 11	Window Replacement			\$ 5,200.00
			TOTAL	\$ (2,064.00)

REASON FOR CHANGE ORDER:

ORIGINAL CONTRACT	\$ 311,091.25
REVISED CONTRACT PREVIOUS CHANGE ORDERS	\$ 0.00
AMOUNT THIS CHANGE ORDER NO. 1	\$ (2,064.00)
LATEST REVISED CONTRACT THROUGH THIS CHANGE ORDER	\$ 309,023.75

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE	CONTRACT TIME
NOT CHANGED	NOT CHANGED
INCREASED BY : _____	INCREASED BY _____
DECREASED BY : \$ (2,064.00)	DECREASED BY _____
	30 CALENDAR DAYS

The foregoing is in accordance with the contract documents and negotiation correspondence through 8/26/13 : See Attachments 'A' and 'B' for details of changes.

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants.  
 B. The rights of the owner are not prejudiced, and  
 C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR: <u>ANDREWS CONSTRUCTION, INC.</u>	OWNER: <u>CITY OF MORRISTOWN, TENNESSEE</u>
<u>Lirle A. Perkins</u>	
DATE: <u>January 5, 2016</u>	DATE: _____
ENGINEER: <u>MICHAEL BAKER JR., INC.</u>	RECOMMENDED BY: <u>TENNESSEE AERONAUTICS DIVISION</u>
<u>[Signature]</u>	DATE: _____
DATE: <u>07 JAN 15</u>	

NORRISTOWN REGIONAL AIRPORT  
HANGAR REHABILITATION

CHANGE ORDER NO. 1-ATTACHMENT A

BASIS: HUB SCHEDULE 1  
HANGAR REHABILITATION PROJECT  
TAD No. 32-55-0154-04

Item #	Description	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	AMOUNT
<b>CURRENT CONTRACT ITEMS</b>											
1	Mobile Site	1	LS	\$8,100.00	\$8,100.00	1	LS	\$8,100.00	\$8,100.00	0	\$
2	Roofing	2,775	SY	\$34.00	\$94,550.00	2,775	SY	\$34.00	\$94,550.00	0	\$
3	Sliding Panel	10	EA	\$90.00	\$900.00	10	EA	\$90.00	\$900.00	0	\$
4	Hanger Door (Retractable)	12	EA	\$5,700.00	\$68,400.00	10.25	EA	\$5,700.00	\$58,396.50	(2)	\$ (10,003.50)
5	Roofing	30	LF	\$7.50	\$225.00	10	LF	\$7.50	\$75.00	(20)	\$ (1,396.00)
6	Exterior Panel	3,375	SY	\$28.15	\$95,006.25	3,375	SY	\$28.15	\$95,006.25	0	\$
7	Fluorescent Light	36	EA	\$570.00	\$20,520.00	30	EA	\$570.00	\$17,100.00	6	\$ 3,420.00
8	Light Switch with Cover	18	EA	\$340.00	\$6,120.00	18	EA	\$340.00	\$6,120.00	0	\$
9	Remote Switches Power (Hanger 2)	1	LS	\$6,700.00	\$6,700.00	1	LS	\$6,700.00	\$6,700.00	0	\$
10	Roof Hanger General Line under Asphalt	0	LS	\$1,340.00	\$0.00	1	LS	\$1,340.00	\$1,340.00	1	\$ 1,340.00
11	Window Replacement	0	LS	\$5,200.00	\$0.00	1	LS	\$5,200.00	\$5,200.00	1	\$ 5,200.00

TOTAL PROJECT CONTRACT COST	\$311,091.25	\$309,023.75	\$2,067.50
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**CHANGE ORDER #4**

TAD PROJECT NO. APRON REHABILITATION  
32-555-0755-04

OWNER: CITY OF MORRISTOWN, TN

ADDRESS: 100 WEST 1ST STREET  
MORRISTOWN, TN 37816

DATE PREPARED: 11/12/15 REV. 12/08/15

CONTRACTOR: SUMMERS - TAYLOR, INC.

P. O. BOX 1628  
ELIZABETHTON, TN 37644

NAME AND LOCATION OF AIRPORT: MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT: PAVING, CRACK REPAIR, PAVEMENT SEALING, PAVEMENT MARKINGS

CHANGE ORDERED:	ITEM NOS.	DESCRIPTION SEE ATTACHMENT 'B'	REVISED QUANTITY SEE ATTACHEMENT 'A'	NET CHANGE
<b>CHANGE ITEM:</b>				
Base Bid 2	Remove Existing Pavement			\$ 247.00
Base Bid 4	Mineral Aggregate Base Course			\$ 2,044.25
Base Bid 5	Bituminous Surface Course			\$ (3,538.47)
<b>DELETE ITEM:</b>				
<b>ADD ITEM:</b>				
Base Bid 18	Earthwork Excavation			\$ 13,157.50
Base Bid 19	Aggregate Bridging Layer (12")			\$ 59,041.39
<b>TOTAL</b>				<b>\$ 70,951.67</b>

REASON FOR CHANGE ORDER: Removal of unsuitable material at subgrade elevation and replace with crushed aggregate. Add additional area to be repaired.

ORIGINAL CONTRACT	\$ 509,714.65
REVISED CONTRACT PREVIOUS CHANGE ORDERS	\$ 655,460.75
AMOUNT THIS CHANGE ORDER NO. 4	\$ 70,951.67
LATEST REVISED CONTRACT THROUGH THIS CHANGE ORDER	\$ 726,412.42

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE		CONTRACT TIME	
<u>X</u>	NOT CHANGED	<u>X</u>	NOT CHANGED
	INCREASED BY: \$ 70,951.67		INCREASED BY: <u>14</u> CALENDAR DAYS
	DECREASED BY:		DECREASED BY: <u>      </u> DAYS

The foregoing is in accordance with the contract documents : See Attachments 'A' and 'B' for details of changes.

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;  
 B. The rights of the owner are not prejudiced; and  
 C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR: SUMMERS-TAYLOR, INC.

OWNER: CITY OF MORRISTOWN, TENNESSEE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ENGINEER: MICHAEL BAKER INTERNATIONAL, INC.

RECOMMENDED BY: TENNESSEE AERONAUTICS DIVISION

DATE: 08 DEC 2015

DATE: \_\_\_\_\_

**CHANGE ORDER NO. 4 - ATTACHMENT 'A'**

**BASE BID**

Item #	Spec. No.	Description	CURRENT CONTRACT ITEMS			CONTRACT thru CO #3			REVISED CONTRACT thru CO #4			DIFFERENCE	
			QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	AMOUNT	
1	01000	Mobilization	1	LS	\$28,920.00	\$28,920.00	1	LS	\$28,920.00	\$28,920.00	0	\$	-
2	S-140A	Remove Existing Pavement	4,100	SY	\$9.50	\$38,950.00	4,126	SY	\$9.50	\$39,197.00	26	\$	247.00
3	S-140B	Remove Existing Concrete Ditch Liner	1	LS	\$2,200.00	\$2,200.00	1	LS	\$2,200.00	\$2,200.00	0	\$	-
4	TDOT 303	Mineral Aggregate Base Course	685	CY	\$65.00	\$44,525.00	716	CY	\$65.00	\$46,569.25	31	\$	2,044.25
5	TDOT 407	Bituminous Surface Course (411E)	495	TON	\$105.50	\$52,222.50	461	TON	\$105.50	\$48,684.03	(34)	\$	(3,538.47)
6	TDOT 709	Riprap	125	TON	\$69.00	\$8,625.00	125	TON	\$69.00	\$8,625.00	0	\$	-
7	TDOT 918	Geotextile Type III	75	SY	\$6.95	\$521.25	75	SY	\$6.95	\$521.25	0	\$	-
8	P-602	Bituminous Prime Coat	1,100	GAL	\$2.95	\$3,245.00	1,100	GAL	\$2.95	\$3,245.00	0	\$	-
9	P-608A	Small Crack Repair	18,000	LF	\$1.25	\$22,500.00	18,000	LF	\$1.25	\$22,500.00	0	\$	-
10	P-608B	Medium Crack Repair	3,000	LF	\$1.25	\$3,750.00	3,000	LF	\$1.25	\$3,750.00	0	\$	-
11	P-608C	Large Crack Repair	100	LF	\$26.50	\$2,650.00	100	LF	\$26.50	\$2,650.00	0	\$	-
12	P-620	Pavement Markings	10,075	SF	\$1.75	\$17,631.25	10,075	SF	\$1.75	\$17,631.25	0	\$	-
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	68,458	SY	\$3.55	\$243,025.90	68,458	SY	\$3.55	\$243,025.90	0	\$	-
14	T-901	Seeding and Mulching	0.15	ACRE	\$2,900.00	\$435.00	0	ACRE	\$2,900.00	\$435.00	0	\$	-
15	T-904	Sodding	700	SY	\$6.95	\$4,865.00	700	SY	\$6.95	\$4,865.00	0	\$	-
16	T-905	Onsite Topsoiling	30	CY	\$95.00	\$2,850.00	30	CY	\$95.00	\$2,850.00	0	\$	-
17		Pavement Marking Removal	11,275	SF	\$0.65	\$7,328.75	11,275	SF	\$0.65	\$7,328.75	0	\$	-
18	CO#4	Earthwork Excavation	0	CY	\$0.00	\$0.00	1,385	CY	\$9.50	\$13,157.50	1,385	\$	13,157.50
19	CO#4	Aggregate Bridging Layer (12")	0	TON	\$0.00	\$0.00	2,036	TON	\$29.00	\$59,041.39	2,036	\$	59,041.39
						<b>SUBTOTAL</b>	<b>\$ 484,244.65</b>				<b>\$ 555,196.32</b>	<b>\$ 70,951.67</b>	



**MORRISTOWN REGIONAL AIRPORT  
APRON REHABILITATION PROJECT**

TAD No. 32-555-0755-04

**CHANGE ORDER NO. 4 - ATTACHMENT 'A'**

**ADDITIVE BID 1**

Item #	Spec. No.	Description	CURRENT CONTRACT ITEMS			CONTRACT			REVISED CONTRACT			QTY	EXTENDED TOTAL	UNIT PRICE	UNIT	QTY	EXTENDED TOTAL	DIFFERENCE
			QTY	UNIT	PRICE	QTY	UNIT	PRICE	QTY	UNIT	PRICE							
1	01000	Mobilization	1	LS	\$13,850.00				1	LS	\$13,850.00		\$13,850.00				\$13,850.00	\$ -
2	S-140A	Remove Existing Pavement	845	SY	\$12.50				845	SY	\$12.50		\$10,562.50				\$10,562.50	\$ -
3	S-140C	Remove 60 LF Existing 12" CMP	1	LS	\$2,200.00				1	LS	\$2,200.00		\$2,200.00				\$2,200.00	\$ -
4	TDOT 303	Mineral Aggregate Base Course	140	CY	\$75.50				140	CY	\$75.50		\$10,570.00				\$10,570.00	\$ -
5	TDOT 407	Bituminous Surface Course (411E)	152	TON	\$114.00				152	TON	\$114.00		\$17,328.00				\$17,328.00	\$ -
6	TDOT 607	12" Class III RCP	60	LF	\$49.50				60	LF	\$49.50		\$2,970.00				\$2,970.00	\$ -
7	TDOT 709	Riprap	15	TON	\$69.00				15	TON	\$69.00		\$1,035.00				\$1,035.00	\$ -
8	P-602	Bituminous Prime Coat	210	GAL	\$3.11				210	GAL	\$3.11		\$653.10				\$653.10	\$ -
9	P-608A	Small Crack Repair	12,000	LF	\$1.25				12,000	LF	\$1.25		\$15,000.00				\$15,000.00	\$ -
10	P-608B	Medium Crack Repair	7,000	LF	\$1.25				7,000	LF	\$1.25		\$8,750.00				\$8,750.00	\$ -
11	P-608C	Large Crack Repair	100	LF	\$26.50				100	LF	\$26.50		\$2,650.00				\$2,650.00	\$ -
12	P-620	Pavement Marking	1,200	SF	\$1.75				1,200	SF	\$1.75		\$2,100.00				\$2,100.00	\$ -
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	22,000	SY	\$3.60				22,000	SY	\$3.60		\$79,200.00				\$79,200.00	\$ -
14	T-901	Seeding and Mulching	0.05	ACRE	\$2,900.00				0	ACRE	\$2,900.00		\$145.00				\$145.00	\$ -
15	E-893	Temporary Silt Fence	100	LF	\$2.50				100	LF	\$2.50		\$250.00				\$250.00	\$ -
16	T-904	Sodding	350	SY	\$8.15				350	SY	\$8.15		\$2,852.50				\$2,852.50	\$ -
17	T-905	Onsite Topsoiling	10	CY	\$110.00				10	CY	\$110.00		\$1,100.00				\$1,100.00	\$ -
			SUBTOTAL															\$ 171,216.10

**TOTAL CONTRACT**

**\$655,460.75**

**\$ 726,412.42**

**\$ 70,951.67**

[Return to Agenda](#)

# CHANGE ORDER

No. 2 (Final)

DATE OF ISSUANCE 12-30-2015 EFFECTIVE DATE 1-5-2016

OWNER City of Morristown

CONTRACTOR HS Construction and Excavating, LLC

Contract: City of Morristown - Vantage View Drive Stormwater Improvements

Project: Vantage View Drive

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. MRC-327CE06SW

ENGINEER LDA Engineering (Lamar Dunn & Associates, Inc.)

You are directed to make the following changes in the Contract Documents.  
Description: Final balancing change order.

Reason for Change Order: Adjustment to quantities to close-out the project.

Attachments: (List documents supporting change) See attached Final Balancing Change Order Summary and Spreadsheet.

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$ <u>499,096.10</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
\$ <u>4000.00</u>	
Contract Price prior to this Change Order	
\$ <u>503,096.10</u>	
Net Increase (decrease) of this Change Order	
\$ <u>57,467.34</u>	
Contract Price with all approved Change Orders	
\$ <u>560,563.44</u>	

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion: <u>180</u>	
Ready for final payment: <u>210</u>	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	
Substantial Completion: <u>0</u>	
Ready for final payment: <u>0</u>	(days)
Contract Times prior to this Change Order	
Substantial Completion: <u>180</u>	
Ready for final payment: <u>210</u>	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion: <u>0</u>	
Ready for final payment: <u>0</u>	(days)
Contract Times with all approved Change Orders	
Substantial Completion: <u>180</u>	
Ready for final payment: <u>210</u>	(days or dates)

RECOMMENDED:  
BY: [Signature]  
ENGINEER (Authorized Signature)  
DATE: 12-30-15

APPROVED:  
BY: \_\_\_\_\_  
OWNER (Authorized Signature)  
DATE: \_\_\_\_\_

ACCEPTED:  
BY: [Signature]  
CONTRACTOR (Authorized Signature)  
DATE: 12/30/15

MRC-327 CE 06SW  
EICDC No. 1910-S-B (1996 Edition)

00640 - 1

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.

Return to Agenda

CHANGE ORDER SUMMARY

Item	Description	Qty	Unit	Unit Cost	Total Cost	Units Used	Total Cost	Underrun/ (Overrun)	Comments
1	Removal of Structures								
2	Earthwork	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	
3	Bridge Foundation	1	LS	\$ 37,545.00	\$ 37,545.00	1	\$ 37,545.00	\$ -	
4	New Bridge (28'12" x 7' Reinforced Box Bridge)	500	CY	\$ 170.00	\$ 85,000.00	462	\$ 78,540.00	\$ 6,460.00	Underrun due to redesign of Foundation
5	Mineral Aggregate, Size 57	2,100	TN	\$ 151,200.00	\$ 151,200.00	1	\$ 151,200.00	\$ -	
6	Mineral Aggregate, Type A Base, Grading D	480	TN	\$ 22.00	\$ 48,300.00	1901.78	\$ 43,740.94	\$ 4,559.06	Underrun due to redesign of Foundation
7	Asphalt Concrete 1 1/2" (PPMB-HM), Grading B-M	150	TN	\$ 118.00	\$ 17,700.00	136.71	\$ 22,093.78	\$ (4,393.78)	Overrun due to soft soil conditions
8	Asphalt Concrete Surface Mix Grading E	80	TN	\$ 160.00	\$ 12,800.00	107.86	\$ 17,257.60	\$ (4,457.60)	Overrun due to actual area paved
9	Bituminous Material for Prime Coat (PC)	1.8	TN	\$ 990.00	\$ 1,674.00	0	\$ -	\$ 1,674.00	Underrun due to actual area paved
10	Bituminous Material for Tack Coat (TC)	0.4	TN	\$ 1,000.00	\$ 400.00	0.75	\$ 750.00	\$ (350.00)	Underrun due to actual area paved
11	Monticello Standard Concrete Curb 6" Gutter (6-18)	830	LF	\$ 18.57	\$ 15,413.10	860	\$ 15,970.20	\$ (557.10)	Overrun due to actual curb installed
12	18" Reinforced Concrete Pipe	105	LF	\$ 35.00	\$ 3,675.00	105	\$ 3,675.00	\$ -	
13	TDOT No. 121P Catch Basin (STD, DWG D-CB-121P)	2	EA	\$ 2,500.00	\$ 5,000.00	2	\$ 5,000.00	\$ -	
14	TDOT No. 14 Catch Basin (STD, DWG D-CB-14P)	2	EA	\$ 3,900.00	\$ 7,800.00	2	\$ 7,800.00	\$ -	
15	Pipe Connection to Box Bridge	2	EA	\$ 460.00	\$ 920.00	1	\$ 920.00	\$ -	
16	Rip-Rap (TDOT Class B)	900	TN	\$ 28.00	\$ 25,200.00	1096.65	\$ 30,711.80	\$ (5,511.80)	Overrun due to soft soil conditions
17	Geotextile	650	SY	\$ 1.30	\$ 845.00	750	\$ 9,750.00	\$ (8,905.00)	Overrun due to soft soil conditions
18	Spot Seal	1	EA	\$ 230.00	\$ 230.00	0	\$ -	\$ 230.00	Underrun due to not being used
19	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	
20	Topsoil	2,700	SY	\$ 1.00	\$ 2,700.00	2720	\$ 2,700.00	\$ -	
21	Seeding (with Erosion Control Blanket)	1,200	SY	\$ 1.40	\$ 1,680.00	3560	\$ 4,980.00	\$ (3,220.00)	Overrun due to additional area used during construction
22	Seeding (with Mulch)	2,500	SY	\$ 1.00	\$ 2,500.00	2500	\$ 2,500.00	\$ -	
23	Rock Check Dam	4	EA	\$ 200.00	\$ 800.00	4	\$ 800.00	\$ -	
24	Construction Fence	500	LF	\$ 4.00	\$ 2,000.00	1700	\$ 6,800.00	\$ (4,800.00)	Overrun due to additional quantity used for safety
25	Stream Diversion	6	EA	\$ 6,000.00	\$ 6,000.00	0	\$ -	\$ 6,000.00	Underrun due to not being used
26	Timber Protection	1,800	LF	\$ 4.00	\$ 7,200.00	1710	\$ 6,840.00	\$ 360.00	Underrun due to not being used
27	Silt Fence	2	EA	\$ 1,250.00	\$ 2,500.00	1	\$ 1,250.00	\$ 1,250.00	Underrun due to only one entrance used
28	Gravel Construction Entrance	400	LF	\$ 7.00	\$ 2,800.00	400	\$ 2,800.00	\$ -	
28a	Bermed Line and Corner Post Assemblies	4	EA	\$ 231.00	\$ 924.00	4	\$ 924.00	\$ -	
29	Wood Fence, 3 - Rail	400	LF	\$ 6.00	\$ 2,400.00	864	\$ 5,184.00	\$ (2,784.00)	Overrun due to added fence on outlet side of bridge
29c	Removal of Structures	1	LS	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ -	
30	Unclassified Excavation	400	CY	\$ 9.00	\$ 3,600.00	400	\$ 3,600.00	\$ -	
31	30" Reinforced Concrete Pipe	20	LF	\$ 85.00	\$ 1,700.00	24	\$ 3,560.00	\$ (260.00)	Overrun due to redesign to avoid utility
32	TDOT No. 3 Manhole, 6' (Diameter), Depth 8' (STD-DWG, D-MH-3)	1	EA	\$ 3,100.00	\$ 3,100.00	1	\$ 3,100.00	\$ -	
33	Extra Depth 6' Diameter Manhole	1	VF	\$ 300.00	\$ 300.00	0	\$ -	\$ 300.00	Underrun due to not being used
34	Concrete Headwall	1	EA	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ -	
35	Rip-Rap (TDOT Class B)	600	TN	\$ 28.00	\$ 16,800.00	831.89	\$ 23,292.92	\$ (6,492.92)	Overrun due to actual area constructed
36	Geotextile	400	SY	\$ 1.30	\$ 520.00	2500	\$ 3,250.00	\$ (2,730.00)	Overrun due to actual area constructed
37	Gravel Construction Entrance	1	EA	\$ 1,250.00	\$ 1,250.00	0	\$ -	\$ 1,250.00	Underrun due to not being used
38	Silt Fence	500	LF	\$ 4.00	\$ 2,000.00	0	\$ -	\$ 2,000.00	Underrun due to not being used
39	Topsoil	400	SY	\$ 1.00	\$ 400.00	3873	\$ 3,873.00	\$ (3,473.00)	Overrun due to additional area used during construction
40	Seeding (with Erosion Control Blanket)	300	SY	\$ 1.40	\$ 420.00	0	\$ -	\$ 420.00	Underrun due to not being used
41	Seeding (with Mulch)	300	SY	\$ 1.00	\$ 300.00	3873	\$ 3,873.00	\$ (3,573.00)	Overrun due to additional area used during construction
42	Rock Check Dams	4	EA	\$ 190.00	\$ 760.00	0	\$ -	\$ 760.00	Underrun due to not being used
43	Spot	500	SY	\$ 8.00	\$ 4,000.00	500	\$ 4,000.00	\$ -	
44	Remove and Replace Erosion Control Blanket w/ Biodegradable Blanket	1	LS	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00	\$ -	
45	Remove Existing Retaining Wall	1	LS	\$ 2,395.70	\$ 2,395.70	1	\$ 2,395.70	\$ -	
46	Add Gate and Reinforced Fence	1	LS	\$ 2,423.18	\$ 2,423.18	1	\$ 2,423.18	\$ -	

TOTAL CONTRACT COST \$ 560,563.44



WATER  
WASTEWATER  
STORMWATER  
PUBLIC WORKS

December 29, 2015

Mr. Anthony Cox  
City Administrator  
City of Morristown  
Post Office Box 1499  
Morristown, TN 37816

Reference: Vantage View Drive Drainage Improvements  
MRC-927-SE06SW

Dear Mr. Cox,

Please find enclosed Change Order No.2 for the referenced project. This change order is the final balancing change order to close out the project. Also attached is a spreadsheet that quantifies the line items with the corresponding initial quantities contracted for and the final quantity actually used on the project.

The following summarizes the overruns and underruns:

- Items 3 & 5 – Underrun due to the bridge foundation being redesigned to reduce construction cost.
- Items 9, 18, 26, 27, 28, 33, 37, 38, 40 & 42 – Underrun due to all or part of the item not used during construction.
- Items 6, 16 & 17 – Overrun due to soft soils being encountered during construction either during initial construction or due to rain and flooding of site before the old roadway could be removed. There was one instance that the construction site was under water for a period of time that caused damage to the constructed roadway requiring some material to be removed and replaced with stone at the request of the project geotechnical engineer.
- Items 7, 8, 10 & 11 – Overrun due to the actual quantities used for paving being slightly more than the original amount calculated for the project.
- Item 21, 35, 36, 39 & 41 – Overrun due to the actual quantities needed for construction. Design of Phase 2 of the Project, the construction of the ditch from Walters Drive to Havley Springs Branch and the repairs to Havley Springs Branch stream bank, was finalized after the project was bid. The quantities included in the contract bid were estimated without the final design. These items required more quantity than was originally anticipated.
- Item 24 – Overrun due to the Contractor being required by City to install additional Construction Fence to protect the public from the site.
- Item 28c – Overrun due to the Contractor being required by City to install additional Wood Fence to protect the public. The additional fence was installed along the outlet side of the bridge to protect the public from a drop-off.
- Item 31 – Overrun due to the pipe being extended due to a redesign of the ditch to avoid a conflict with a utility, a communication cable that crossed the ditch alignment.
- Item 43 – Overrun due to this items being added. Item 43 (Sod) was requested by the City to be installed behind the curb along Vantage View Drive. This item was added with Change Order 1.

- Item 14 - Overrun due to the City requesting the Contractor replace any erosion control blanket on the site that would be in areas where horses would be located with a biodegradable blanket to protect the horses. This would be on areas owned by Mr. Nichols but where the City has a Temporary Construction Easement.
- Item 15 - Overrun due to the Contractor encountering a buried mass of concrete believed to be an old retaining wall. This was not shown on the survey due to being buried. The plans and contract did not include removal of this item. This required additional significant effort by the Contractor to remove.
- Item 16 - Overrun due to the addition of a gate at the drive to Mr. Nichols property that was not anticipated on the original design. The drive was added at the request of the City to give access to the property between Walters Drive and Havley Springs Branch. Mr. Nichols original access to this portion of his property was via a creek crossing that was removed by the construction.

The total overrun for this project is \$61,467.34 or 12%.

This concludes a significant project the City has been dealing with for several years and now insures the access provided by Vantage View Drive will remain in place and maintenance free in the future. The contractor, HS Construction and Excavating, LLC, completed the project ahead of schedule, which was an accomplishment due to the weather the project encountered. Their desire to use a precast bridge system significantly reduced the schedule and the precast walls at the bridge greatly improved the esthetics of the project.

This project while difficult at times has been a pleasure to work on. If you have any questions please do not hesitate to call me.

Sincerely,



Steve Drummer, P.E.  
LDA Engineering

SD:mrc  
Enclosures



**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 2016

Page 1

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

Purchase Order # **16001639-00**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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GAMETIME  
PO BOX 520700  
  
LONGWOOD, FL 32752-0700

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

Vendor Phone Number 407-331-0101		Vendor Fax Number 407-331-4720		Requisition Number 16001805		Delivery Reference/Contact CRAIG PRICE			
Date Ordered 12/21/15		Vendor Number 006210		Date Required 12/16/15		Interoffice Delivery		Department/Location 44430	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				5.00 EACH	461.00000		2,305.00	
	ULTRASITE - 6' EXTRA HEAVY DUTY TABLE, PRESSURE TREATED 44430-922				2,305.00				
002					1.00 EACH	12959.00000		14,097.32	
	ULTRASHELTER - SQUARE 24' SHELTER, 8' EAVE HEIGHT, 24GA MULTI RIB ROOF, PRIMER AND POWDER COATED STRUCTURE *Amount reflects \$1,221.12 credit due 44430-922				14,097.32				
	Total Freight				2,359.44				
						PO Total		16,402.32	

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

**VENDOR COPY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

[Return to Agenda](#)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





UltraPlay  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 \* 407-331-0101  
Fax: 407-331-4720  
www.playdrp.com

QUOTE  
#73623

12/11/2015

### Shelter and Site Revised

Morristown Parks & Recreation  
Attn: Craig Price  
415 West Louise Avenue  
Morristown, TN 37813  
Phone: 423-586-0260  
Fax: 423-318-1544  
cprice@mymorristown.com

Ship To Zip: 37813

Quantity	Part #	Description	Unit Price	Amount
5	238-PT6	UltraSite - 6' EXTRA HEAVY DUTY TABLE, PRESSURE TREATED	\$461.00	\$2,305.00
1	M-SHELTER	UltraShelter - SQUARE 24' SHELTER, 8' EAVE HEIGHT, 24GA MULTI RIB ROOF, PRIMER AND POWDER COATED STRUCTURE - ROOF COLOR: _____ FRAME/COLUMN RAL #: _____	\$12,959.00	\$12,959.00

Please note:  
Install will be by other.

Signed & Sealed engineering drawings, calculations and footing design NOT included. If needed-Please add \$975.00 to total amount.

SubTotal: \$15,264.00  
Discount: (\$1,221.12)  
Freight: \$2,359.44  
Total Amount: \$16,402.32

Shipping and equipment only. Customer will be responsible for off loading truck.

This quote was prepared by Kelly Pullam, Recreation Product Manager.  
For questions or to order please call - 800-432-0162 ext. 108 [kellyp@gametime.com](mailto:kellyp@gametime.com)

All pricing in accordance with U.S. Communities Contract #110179.  
All terms in the U.S. Communities Contract take precedence over terms shown below.  
For more information on the U.S. Communities contract please visit [www.uscommunities.org/gametime](http://www.uscommunities.org/gametime)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be 90-120 days, after receipt of order (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the owner will provide approved site plans of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process does not begin until the site plans are available.

#### UltraPlay/UltraSite/UltraShade/UltraShelter Terms :

- Terms are 100% at time of order or Net 30 for government agencies only.
- Check or PO should be made out to : ULTRAPLAY SYSTEMS, Inc. P.O. Box 520700 Longwood, FL 32752-0700
- \_\_\_\_\_ Indicate here with your initials if you would like to add a 24 hour contact prior to delivery for \$10.00. This charge will be added to your order.
- Delivery is tail-gate delivery ONLY. Buyer is responsible for unloading from the delivery truck. Lift Gate Trucks are available for a nominal fee, but this must be included at the time of order.
- Pricing is good for 30 days and does not include any provisions for sales tax, permits, bonds, engineered drawings, assembling, installation, local code compliance, ADA compliance, or any other extraneous fees (unless otherwise noted).

44430-922

**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of January, 2016, by and between Polestar TN Morristown (Buffalo Trail), LLC hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 0251 1001.00 THROUGH 009.00 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1613 Page 35-65, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as 1997 Buffalo Trail AS RECORDED IN  
(Name of Plan/Development) PB K / pg. 181

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant 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:

Polestar TN Morristown (Buffalo Trail), LLC  
Company/Corporation/Partnership Name (Seal)

By: [Signature]

Matt Phillips  
(Type Name)

Vice President of Real Estate  
(Type Title)

State of Tennessee

County of Hamilton

The foregoing Agreement was acknowledged before me this 4th day of January, 2016.

by [Signature]

Deborah Scott  
Notary Public

My Commission Expires 2-10-18



Approved as to form:

[Signature] 1-14-16  
City Attorney Date

**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 21st day of December, 2015, by and between Polestar TN Morristown (Economy), LLC hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 041 C B 00200,  
00305, 00207 & 00206 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1629 Page 700-710, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as 1757 and 1751 W. Andrew Johnson Hwy **AS RECORDED IN PB K**  
(Name of Plan/Development) **Pg. 198**

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant 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:

Polestar TN Morristown (Economy), LLC  
Company/Corporation/Partnership Name (Seal)

By: [Signature]

Geoff Smith  
(Type Name)

President  
(Type Title)

State of TENNESSEE

County of HAMILTON

The foregoing Agreement was acknowledged before me this 21<sup>ST</sup> day of DECEMBER, 2015.

by \_\_\_\_\_

[Signature]  
Notary Public

My Commission Expires 9/25/2016



Approved as to form:

[Signature] 1/14/16  
City Attorney Date

## STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Carlyle Rentals, L.P. hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as \_\_\_\_\_

034D C 005.00 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1606 Page 344, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Carlyle Rentals, LP  
(Name of Plan/Development)

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant 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:

Carlyle Rentals L.P.  
Company/Corporation/Partnership Name (Seal)

By: \_\_\_\_\_

Tim Carlyle  
(Type Name)

Owner  
(Type Title)

State of Tennessee

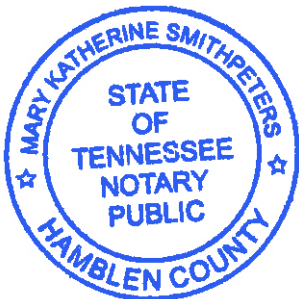
County of Hamblen

The foregoing Agreement was acknowledged before me this 4 day of January, 2016,

by \_\_\_\_\_

Mary Katherine Smithpeters  
Notary Public

My Commission Expires Oct. 21, 2019



Approved as to form:

Richard J. [Signature]  
City Attorney Date

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**From the Desk of**

**Debbie Stamey**

**Deputy Clerk/Executive Assistant**

**(423) 585-4603**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** City Council

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER**

**DATE:** January 15, 2016

Mayor Chesney will appoint a new member to the Planning Commission to fill the remainder of Terry Ball's term expiring on March 1, 2018.

*{This is a Mayoral appointment scheduled for the January 19, 2016, City Council Meeting.}*

***W. TERRY BALL***

420 Berkeley Drive  
Morristown, Tennessee 37814

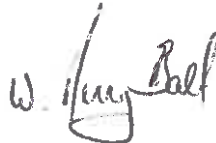
Telephone (423) 748-3160

Honorable Gary Chesney  
City of Morristown  
Via Hand Delivery

Dear Gary:

It is with deep regret that I tender my resignation as a member of the Morristown Planning Commission and Board of Zoning Appeals effective immediately. Time is a precious asset for all of us and with my ever growing commercial business, it has become evident to me that I need to focus more and more of my time on the development of that business. I have tremendously enjoyed my time working with the staff members and the other Commissioners on both the Planning Commission and BZA. I look forward to continuing these relationships as I move forward with the growth of my Commercial Business.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Terry Ball". The signature is fluid and cursive, with the first name "W." and last name "Ball" clearly legible.

W. Terry Ball

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**From the Desk of**

**Debbie Stamey**

City Clerk/Executive Secretary  
(423) 585-4603 Fax (423) 585-2792  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO:** Mayor and City Council

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER**

**DATE:** January 15, 2016

The following Board/Commission Member's term will expire on February 1, 2016. This is a City Council appointment, or re-appointment, scheduled for the January 19, 2016, City Council meeting.

**Morristown/Hamblen County Solid Waste Disposal System Authority**

Term expiring: Keith Jackson

This appointment is for a three year term that will expire on February 1, 2019. Mr. Jackson has been contacted by City Staff and is willing to serve another term.



# Morristown Police Department

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ROGER OVERHOLT  
Chief of Police



January 12, 2016

Mayor and Councilmembers:

I have completed a background check on Tracy Joe Harrell D.O.B. 11/30/65 and Tammy Lynn Keaton D.O.B. 12/31/64 for the purpose of signing a renewal Certificate of Compliance for the retail package store doing business as T&T Package Store, LLC located at 1764 Buffalo Trail.

Based on my investigation, it is my belief that these individuals have not been convicted of a felony in the ***last 10 years*** and you can feel confident in signing the Certificate of Compliance stating that a careful check was conducted.

If you have any further questions, please feel free to contact me at (423)318-1552.

Respectfully,  
*Lt. Billy Gulley* 

Lt. Billy Gulley,  
Support Services Supervisor  
Morristown Police Department

cc: Roger D. Overholt, Chief of Police  
file