

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JULY 5, 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. June 21, 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**

**9. NEW BUSINESS**

**9-a. Resolutions**

1. Resolution No. \_\_\_\_\_

A Resolution to Adopt the FY2016-2017 Policy/Procedures Manual for the City of Morristown Façade Grant Program.

**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. {Rezoning of property located at 119 Evans Avenue; Hamblen County Tax Parcel ID#0320341O00100 from Medium Density Residential (R-2) to Local Business (LB).}  
{Public Hearing July 19, 2016}

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

1. Bid/Contract – to Rite Lite Signs, Inc. in the amount of \$329,815 for the Wayfinding Signage Project. Signs will be installed for the City of Morristown, Jefferson City, White Pine, and Hamblen County, with each participant paying its share of the project costs. Tennessee Department of Transportation (TDOT) is funding eighty (80) percent of the work, with the local participants responsible for the remaining twenty (20) percent.
2. Approval of agreement between City of Morristown, Tennessee, Hamblen County, Tennessee, and Morristown-Hamblen Humane Society.
3. Approval of Change Order #2 for a net increase of \$2,842.42 for the Hangar Rehabilitation Project bringing total amount from \$309,023.75 to \$311,866.17 to Andrews Construction, Inc.
4. Approval of Amendment #2 with McGill Associates to continue their Professional Engineering Services for FY 2016/2017 in the amount of \$40,000.
5. Approval of purchase of Geographic Information System (GIS) Software – GeoEvent Extension is licensed annually through our current GIS software provider in the amount of \$3,000.
6. Approval of purchase of HVAC units from Cook's Air Conditioning and Heating, Inc. in the amount of \$48,100.
7. Approval of Request for Proposal (RFP) – Morristown College Demolition and recommendation to approve City Administrator Tony Cox to enter into contract negotiations.
8. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Crobar, LLC (Pals Sudden Service) and the City of Morristown.

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

**9-e. New Issues**

1. Fire Department Personnel Promotion(s).
  - a. Fire Department Battalion Chief
  - b. Fire Department Captain
  - c. Fire Department Lieutenant
  - d. Fire Department Driver/Engineer

**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**

July 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
July 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 5-6, 2016	(Fri.) noon-5:00 p.m. (Sat.) 8 a.m. - noon	City Council Annual Planning Retreat Meadowview Conference Center, Kingsport, TN
August 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
August 16, 2016	(Tues) 5:00 p.m.	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

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

**1. Farmers Market, Phase II and Fountain Sign.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JUNE 21, 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, June 21, 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 Paul 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 June 7, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held pertaining to Public Chapter 1101 regarding Ordinance No. 3218 & 3241 and 3519. The following people spoke: Jack Godwin.

A Public Hearing was held pertaining to Ordinance No. 3555. The following people spoke: Randy Corlew and Linda Noe.

Councilmember Garrett made a motion to approve Ordinance No. 3555 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

**Ordinance No. 3555**

**An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2016, and Ending June 30, 2017.**

A Public Hearing was held regarding Ordinance No. 3520.01.

Councilmember Alvis made a motion to approve Ordinance No. 3520.01 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

**Ordinance No. 3520.01**

**An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$6,039,051 for Year End Budget Amendment of the General Fund.**

A Public Hearing was held regarding Ordinance No. 3520.02.

Councilmember Senter made a motion to approve Ordinance No. 3520.02 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

**Ordinance No. 3520.02**

**An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$150,000 for Year End Budget Amendment of Narcotics Fund.**

Councilmember Senter made a motion to approve the bid/contract for Cleaning and Caulking Services at Morristown City Center from ABG Caulking and Waterproofing in the amount of \$255,000. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Councilmember Bivens made a motion to approve the bid/contract for Fire Equipment from Emergency Vehicle Specialists in the amount of \$17,148.38. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the bid/contract for a Combination Truck from Public Works Equipment and Supply in the amount of \$383,099. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Task Order for Airport Drainage Study from Michael Baker in the amount of \$78,600. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Request for Proposal (RFP) and Airport Hangar Lease Agreement between Morristown Municipal Airport Commission and Golden Eagle Aviation, LLC. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Request for Proposal (RFP) HVAC Unit Replacement and Preventative Maintenance and allow the City Administrator to negotiate and enter into contract with Cook's Mechanical Service based on the terms presented in the RFP. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Request for Proposal (RFP) for Property Maintenance and allow the City Administrator to negotiate and enter into contract with Lawnman Lawncare & Landscaping based on the terms

presented in the RFP. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve appoint David Bivens, Chris Horn and Roni Snyder and re-appoint Dr. Dale Lynch and Marshall Ramsey to the Industrial Development (Health, Education & Housing Facilities) Board for six (6) year terms expiring June 30, 2022. Councilmember Alvis seconded the motion and upon roll call: Councilmembers Garrett, Senter, Alvis, Smith, Pedigo and Mayor Chesney voted "aye"; Councilmember Bivens "abstained".

Councilmember Senter made a motion to re-appoint Nancy Burnett to the Morristown-Hamblen Library Board for a three (3) year term expiring July 1, 2019. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to appoint Treva Purkey to fill the remaining term of Carol Reams on the Morristown-Hamblen Library Board; term expiring July 1, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the declaration of the following items as surplus property from Public Works Department and authorizing the disposal thereof: one (1) eight phase M3 eagle controller; twelve (12) old metal street signs; three (3) eight phase pad mounted cabinet; one (1) old span wire; sixteen (16) mechanical cabinets; nineteen (19) mechanical controllers; various mechanical parts; forty three (43) three headed metal signs; ten (10) three headed plastic signals; ten (10) five headed metal signals; two (2) five headed plastic signals; nineteen (19) double headed metal signals; fourteen (14) headed metal signal; twenty two (22) metal signal doors; fifty four (54) plastic signal doors; several plastic signal lenses of green, yellow and red; forty six (46) standalone vehicle detectors; various traffic signal parts; six (6) four phase pole mounted cabinets; two (2) school zone flasher with signs; thirty one (31) cabinet load switches; one (1) eight phase pole mounted cabinet; one (1) manual timer controller; one (1) three phase controller; old signal controller tester; old marc NX software printer; five (5) twelve channel signal monitor; two (2) six channel signal monitor; two (2) three channel signal monitor. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported the status of the following projects to Council: Safe Routes to School Sidewalk project on Lincoln Ave., and median updates on West Andrew Johnson Highway.

Mayor Chesney recessed the meeting for Executive Session at 5:38 p.m.

Mayor Chesney called the session back to order at 6:04 p.m.



Councilmember Senter made a motion to Open the Agenda to add an item. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve a Resolution authorizing the City Attorney to File Suit against the Owner of the Morristown College Property. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**RESOLUTION NO.09-16  
BEING A RESOLUTION OF THE CITY OF MORRISTOWN,  
TENNESSEE AUTHORIZING THE CITY ATTORNEY TO BEGIN  
LEGAL PROCEEDINGS TO OBTAIN THE MORRISTOWN COLLEGE  
PROPERTY**

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown, Tennessee hereby authorizes the City Attorney to begin the necessary legal proceedings for the City of Morristown to obtain the Morristown College property.

Passed this the 21<sup>st</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator, Anthony Cox

Mayor Chesney adjourned the June 21, 2016, City Council meeting at 6:12 p.m.



MAYOR

ATTEST:

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CITY ADMINISTRATOR

DRAFT

**RESOLUTION NO. \_\_\_\_  
BEING A RESOLUTION TO ADOPT THE FY2016-2017  
POLICY/PROCEDURES MANUAL, FOR THE CITY OF  
MORRISTOWN FAÇADE GRANT PROGRAM.**

WHEREAS, the City of Morristown is a recipient of Entitlement Funds for the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Morristown has an adopted Consolidated Plan, approved by HUD in effect through June 30, 2019; and

WHEREAS, \$60,000.00 was allocated in the approved Action Plan for FY 16-17 and is awaiting approval by HUD to continue the City's effort in assisting local business properties with exterior building rehabilitation and façade improvements; and

WHEREAS, it is the desire of the City to continue to utilize these funds to improve upon situations of urban blight and neighborhood stabilization through the façade grant program; and

WHEREAS, the 2016-17 Façade Grant Program is available to business properties within the defined Crossroads Downtown Partnership area and those properties having street frontage along South Cumberland Street between Morris Blvd. and Hwy 160 and the Buffalo Trail corridor between West/East 3<sup>rd</sup> North St. and Hartman Rd., as depicted in the attached Exhibit A , Exhibit B; and Exhibit C.

NOW, THEREFORE, BE IT RESOLVED, that The City of Morristown shall hereby adopt the 2016-17 Guidelines for the City of Morristown Façade Grant Program as shown on the attached Exhibit A, Exhibit B and Exhibit C;

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon its passage and approval.

Adopted during regular session of the Morristown City Council this the 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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



## CITY OF MORRISTOWN CROSSROADS DEVELOPMENT DISTRICT

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### Façade Improvement Grant Program Guidelines FY 2016-2017

#### **About the Grant**

The Façade Improvement Grant Program seeks to encourage business owners and tenants to invest in properties located within Morristown's Crossroads Development District (see exhibit A), by financially assisting with appropriate **exterior** renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown area.

The Façade Improvement Grant is a reimbursement program and requires that the building owner or tenant contribute a minimum of 50% of the total cost of the renovation project. The maximum grant amount awarded is \$5,000.00 (based on a minimum of \$10,000 total project costs). Please note that all projects whose total costs exceed \$2,000 may be subject to comply with all applicable federal Davis-Bacon rules, including prevailing wage requirements. This may increase the labor costs of a project. Applications will be examined by staff to determine applicability of Davis-Bacon rules and regulations.

This program is funded through the Community Development Block Grant (CDBG) received by the City of Morristown from the United States Department of Housing and Urban Development. Residential structures and nonprofit organizations are ineligible for façade improvement grant funding.

#### **Goals**

Positive building appearance has been proven to increase property values, improve the marketability of space within the building and attract new businesses, residents, and visitors to an area. Replacing damaged, boarded or bricked-up windows, improving storefronts, promoting building safety and structural integrity, weatherizing, repainting, or removing paint from buildings that have been previously painted are all considered to be important priorities in administration of the program.

#### **Timeline**

Applications will be available on June 28, 2016 and will be accepted for review until the close of business on July 29, 2016. Completed grant applications will be considered and awarded in order of submission. Incomplete applications will not be reviewed. Partial funding may be awarded due to funding limitations; thus, applicants should prioritize when selecting improvement projects. A second round of grants may be announced if funding is available. However, it is important to note that only one application will be accepted per building each year. **All proposed work must be able to be completed no later than April 14, 2017.**

**Only apply for a grant if you are committed to completing the project by April 14, 2017 and using all of the matching grant requested on the application.**

## **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the Crossroads Development District as illustrated in “Exhibit A”. The applicant must either be the building (property) owner or tenant; however, if the applicant is the tenant, he or she must obtain the property owner’s approval and signature on the grant application. Any and all improvements must be in compliance with current city code and zoning regulations.

Exterior building improvements may consist of the following: painting (excluding previously unpainted masonry); paint removal (sandblasting not acceptable); storefront renovations; window repair or replacement; door repair or replacement; awnings; exterior lighting; masonry repair or tuckpointing; cornice repair or replacement; gutter and downspout repair or replacement; and parapet or cupola repairs. Other improvements may be considered upon request. In addition, grant funds may be used for professional services and building permit fees.

Examples of activities that would be considered *ineligible* include: landscaping; parking lots; freestanding signs; interior renovations; temporary, portable, or non-permanent improvements; new building construction; property acquisition; refinancing of existing debt; payment of delinquent taxes; and improvements already in progress or completed prior to grant approval.

Building improvements shall reflect the architectural integrity of the original building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be a part of the building improvements. Participants are encouraged to follow the standards set forth in the Secretary of the Interiors Standards for Rehabilitating Historic Buildings, where applicable. The standards are available online at the following website: <http://www.nps.gov/tps/standards/rehabilitation.htm>.

**All applicants will be required to list their DUNS number on the application. If the applicant does not currently have a DUNS number or does not remember their DUNS number, it may be obtained at the following website: <http://fedgov.dnb.com/webform>.**

## **Administration**

The Façade Improvement Grant program will be managed by the City of Morristown’s Community Development Department. Grant applications will be reviewed and approved by a committee consisting of staff from the Morristown Community Development Department and the Crossroads Downtown Partnership. Completed applications will be considered in order of submission by the Review Committee. If an application is deemed incomplete by the committee, it will be returned to the property owner or tenant for completion and resubmission. Again, only completed applications will be considered.

## **Application Process**

The grant application process can be broken down into the following typical steps:

**Step 1:** Complete an application and include the required attachments as listed on the application.

**Step 2:** Submit the completed grant application to:

CDBG Façade Grant Program  
Morristown Community Development Department  
100 W. 1<sup>st</sup> North Street  
P.O. Box 1499  
Morristown, TN 37814

**Step 3:** The application will be evaluated and notification of approval given on or before August 12, 2016, for first round applications. Please note that if your building is located in the Historic National Register District of the commercial downtown additional review time may be needed.

**Step 4:** All work affiliated with the grant must be completed by April 14, 2017. Any changes necessitated while the project is under construction must be approved by the City of Morristown prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building permits. All construction management shall be the responsibility of the applicant.

**Step 5:** The improvements are inspected by the City of Morristown to verify that the submitted plan has been followed and construction completed satisfactorily.

**Step 6:** The applicant must submit to the City of Morristown all project receipts and proof of payment. Grant funds will be dispersed within 30 days of completed projects.

**NOTE: Please fill out all information requested on the grant application. Failure to provide complete and accurate information may delay the approval process or disqualify an applicant from the façade grant program.**

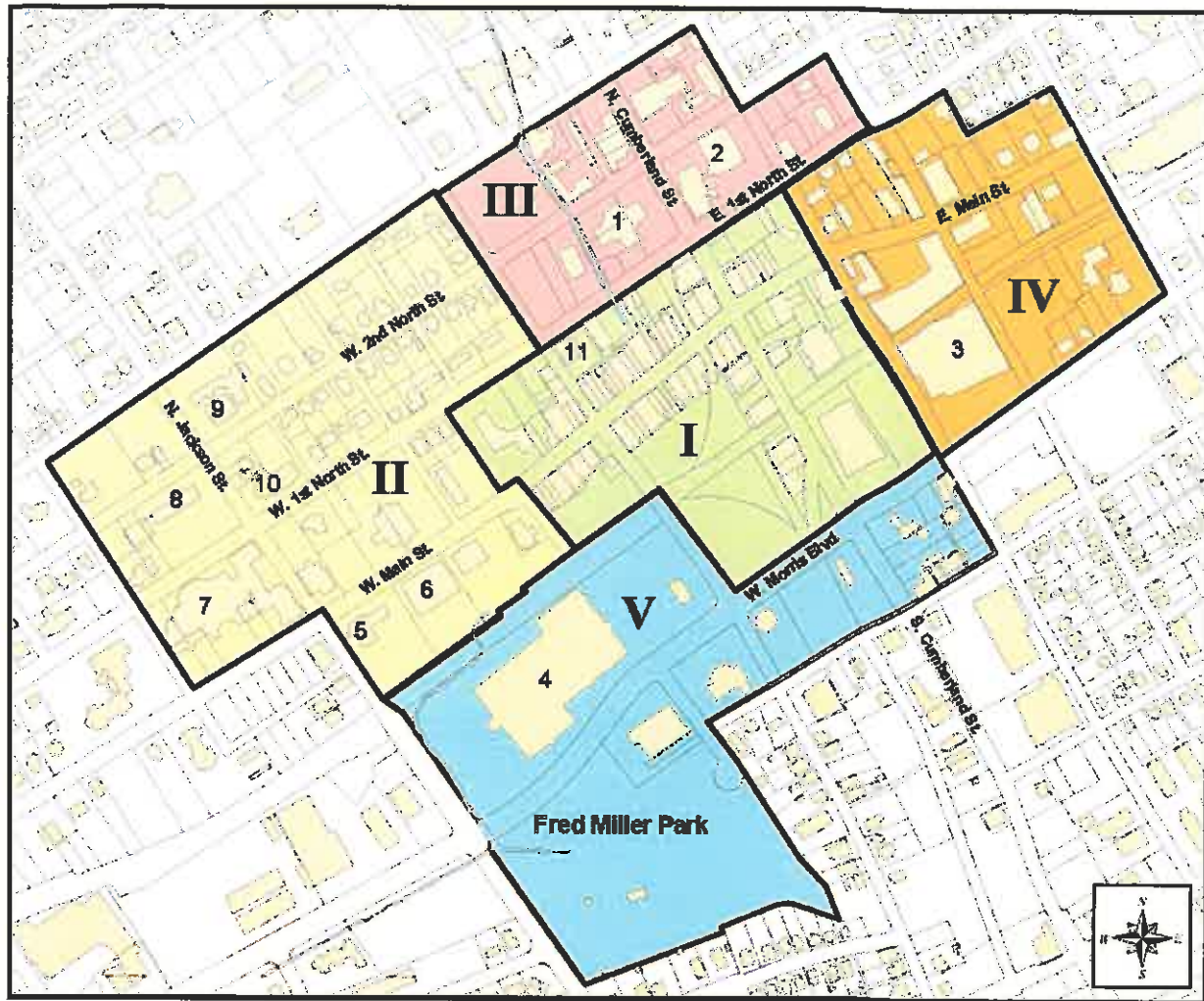
### **Open Records**

The City of Morristown, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives shall have access to any books, documents, papers and records which are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts and transcripts. All records supporting the costs and components of program assisted improvements shall be maintained for a period not less than three (3) years following project completion.

The City expressly reserves the right to reject any or all applications or to request more information from the applicant.



## Exhibit A – Crossroads Development District



### Neighborhood Key:

- I. Downtown Core
- II. West North Area
- III. City Center Area
- IV. E. Main Area
- V. Morris Boulevard Area

Neighborhood Boundaries

Structures

### Landmark Buildings:

- 1. City Center
- 2. First Methodist Church
- 3. Sherwood Commons
- 4. HealthStar Physicians
- 5. Morristown Utility Systems
- 6. Morristown-Hamblen Library
- 7. First Baptist Church
- 8. Hamblen County Courthouse (*National Register*)
- 9. Rose Center (*National Register*)
- 10. Centenary Methodist Church
- 11. Henry Street Post Office (*National Register*)



**CITY OF MORRISTOWN  
CROSSROADS DEVELOPMENT DISTRICT**

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**Façade Improvement Grant Program Application  
FY 2016-2017**

***\*\*Projects must be completed by April 14, 2017 \*\****

**I. Applicant & Property Information**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Street address where work will be performed:

\_\_\_\_\_

Year Built: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Mailing Address (*if different from street address*): \_\_\_\_\_

Property Owner (*if different from applicant*): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*If the applicant is different from the building owner, please attach a letter from the owner expressing approval of the proposed project.*



## II. Project Information

A. Please provide a brief description of the project:

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B. Will the project address existing facade deterioration? Please describe the existing condition(s) and proposed method of correction:

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C. Will the project preserve any exterior historic architectural elements or restore architectural elements once removed? If so, please describe how *(including preservation methods to be utilized)*:

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D. Summary of type of improvements proposed *(check all that apply)*:

- |  |  |   |                                  |
|--|--|---|----------------------------------|
| <input type="checkbox"/> Repainting      | <input type="checkbox"/> Paint Removal       | <input type="checkbox"/> Storefront               | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doors           | <input type="checkbox"/> Exterior Lighting   | <input type="checkbox"/> Awnings                  |                                  |
| <input type="checkbox"/> Cornice/Parapet | <input type="checkbox"/> Cleaning/Repointing | <input type="checkbox"/> Other <i>(specify)</i> : | _____                            |

E. 1. Estimated total cost of improvements: \$ \_\_\_\_\_

2. Total Reimbursement Requested: \$ \_\_\_\_\_

*Maximum 50% of total project cost (\$250 minimum and \$5,000 maximum amount)*

F. 1. Proposed project start date: \_\_\_\_\_  
2. Proposed completion date: \_\_\_\_\_  
3. Contractor information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### III. Required Attachments

- A. Proof of Owner Permission for Project Attached: ☐ Yes ☐ No
- B. Color Photo(s) of Existing and Improved (After) Building Façade(s) Attached: ☐ Yes ☐ No
- C. Color Samples & Product Specifications Attached: ☐ Yes ☐ No
- D. Cost Estimates Attached: ☐ Yes ☐ No

#### IV. Statement of Understanding and Certification

I, (We) as applicant/owner of record make this application to the FY2016-2017 Facade Improvement Grant Program for matching grant funds to be used for exterior improvements to the building listed on this application. I agree that I understand the following requirements and guidelines in regard to my application:

- Participation in the program requires me to follow program guidelines that govern improvements made under the program, including those improvements made with my portion of the project cost.
- I am willing to comply with the program guidelines, timelines and provide required documents and materials.
- I understand that the guidelines are in addition to, and do not override, local, state and federal regulations.
- I further declare that I understand that this is a reimbursable grant program, meaning that successful applicants must undertake and incur the costs for grant funded projects prior to receiving actual grant funds.
- I understand that all work must be completed and consistent with the approved scope of work prior to reimbursement.
- I understand that any and all improvements I make must be in compliance with city code and zoning regulations.
- If applicable, I am aware of and prepared to meet the federal regulation pursuant to Davis-Bacon compliance (available for review at <http://www.dol.gov/compliance/laws/comp-dbra.htm>) if the total costs exceed \$2,000.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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*Office Use Only*

Date received: \_\_\_\_\_ Application Number: \_\_\_\_\_ On Site Meeting: \_\_\_\_\_

Date Approval of Application Granted/Denied: \_\_\_\_\_

Application Approved in the amount of \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

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## CITY OF MORRISTOWN RADIO CENTER DISTRICT

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### Façade Improvement Grant Program Guidelines FY 2016-2017

#### **About the Grant**

The Façade Improvement Grant Program seeks to encourage business owners and tenants to invest in properties located within Morristown's Radio Center District (see exhibit A), by financially assisting with appropriate **exterior** renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the area.

The Façade Improvement Grant is a reimbursement program and requires that the building owner or tenant contribute a minimum of 50% of the total cost of the renovation project. The maximum grant amount awarded is \$5,000.00 (based on a minimum of \$10,000 total project costs). Please note that all projects whose total costs exceed \$2,000 must be prepared to comply with all applicable federal Davis-Bacon rules, including prevailing wage requirements. This may increase the labor costs of a project. Applications will be examined by staff to determine applicability of Davis-Bacon rules and regulations.

This program is funded through the Community Development Block Grant (CDBG) received by the City of Morristown from the United States Department of Housing and Urban Development. Residential structures and nonprofit organizations are ineligible for façade improvement grant funding.

#### **Goals**

Positive building appearance has been proven to increase property values, improve the marketability of space within the building and attract new businesses, residents, and visitors to an area. Replacing damaged, boarded or bricked-up windows, improving storefronts, promoting building safety and structural integrity, weatherizing, repainting, or removing paint from buildings that have been previously painted are all considered to be important priorities in administration of the program.

#### **Timeline**

Applications will be available on June 28, 2016 and will be accepted for review until the close of business on July 29, 2016. Completed grant applications will be considered and awarded in order of submission. Incomplete applications will not be reviewed. Partial funding may be awarded due to funding limitations; thus, applicants should prioritize when selecting improvement projects. A second round of grants may be announced if funding is available. However, it is important to note that only one application will be accepted per building each year. **All proposed work must be able to be completed no later than April 14, 2017.**

**Only apply for a grant if you are committed to completing the project by April 14, 2017 and using all of the matching grant requested on the application.**

## **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the Radio Center District as illustrated in “Exhibit A”. The applicant must either be the building (property) owner or tenant; however, if the applicant is the tenant, he or she must obtain the property owner’s approval and signature on the grant application. Any and all improvements must be in compliance with current city code and zoning regulations.

Exterior building improvements may consist of the following: painting (excluding previously unpainted masonry); paint removal (sandblasting not acceptable); storefront renovations; window repair or replacement; door repair or replacement; awnings; exterior lighting; masonry repair or tuckpointing; cornice repair or replacement; gutter and downspout repair or replacement; and parapet or cupola repairs. Other improvements may be considered upon request. In addition, grant funds may be used for professional services and building permit fees.

Examples of activities that would be considered *ineligible* include: landscaping; parking lots; freestanding signs; interior renovations; temporary, portable, or non-permanent improvements; new building construction; property acquisition; refinancing of existing debt; payment of delinquent taxes; and improvements already in progress or completed prior to grant approval.

Building improvements shall reflect the architectural integrity of the original building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be a part of the building improvements. Participants are encouraged to follow the standards set forth in the Secretary of the Interiors Standards for Rehabilitating Historic Buildings, where applicable. The standards are available online at the following website: <http://www.nps.gov/tps/standards/rehabilitation.htm>. Any and all color palettes selected must mimic or closely resemble Sherwin-Williams Suburban Modern exterior color palette available in-store and online at the following website: <http://www.sherwinwilliams.com/wcm/idc/groups/public/@swpublic/@sherwin-williams/@content/documents/webcontent/mdaw/mda4/~edisp/sw-pdf-ext-suburban.pdf>.

**All applicants will be required to list their DUNS number on the application. If the applicant does not currently have a DUNS number or does not remember their DUNS number, it may be obtained at the following website: <http://fedgov.dnb.com/webform>.**

## **Administration**

The Radio Center Façade Improvement Grant program will be managed by the City of Morristown’s Community Development Department. Grant applications will be reviewed and approved by a committee consisting of staff from the Morristown Community Development Department. Completed applications will be considered in order of submission by the Façade Improvement Grant Review Committee. If an application is deemed incomplete by the committee, it will be returned to the property owner or tenant for completion and resubmission. Again, only completed applications will be considered.

## **Application Process**

The grant application process can be broken down into the following typical steps:

Step 1: Complete an application and include the required attachments as listed on the application.

Step 2: Submit the completed grant application to:

CDBG Façade Grant Program  
Morristown Community Development Department  
100 W. 1<sup>st</sup> North Street  
P.O. Box 1499  
Morristown, TN 37814

Step 3: The application will be evaluated and notification of approval given on or before August, 12, 2016, for first round applications.

Step 4: All work affiliated with the grant must be completed by April 14, 2017. Any changes necessitated while the project is under construction must be approved by the City of Morristown prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building permits. All construction management shall be the responsibility of the applicant.

Step 5: The improvements are inspected by the City of Morristown to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 6: The applicant must submit to the City of Morristown all project receipts and proof of payment. Grant funds will be dispersed within 30 days of completed projects.

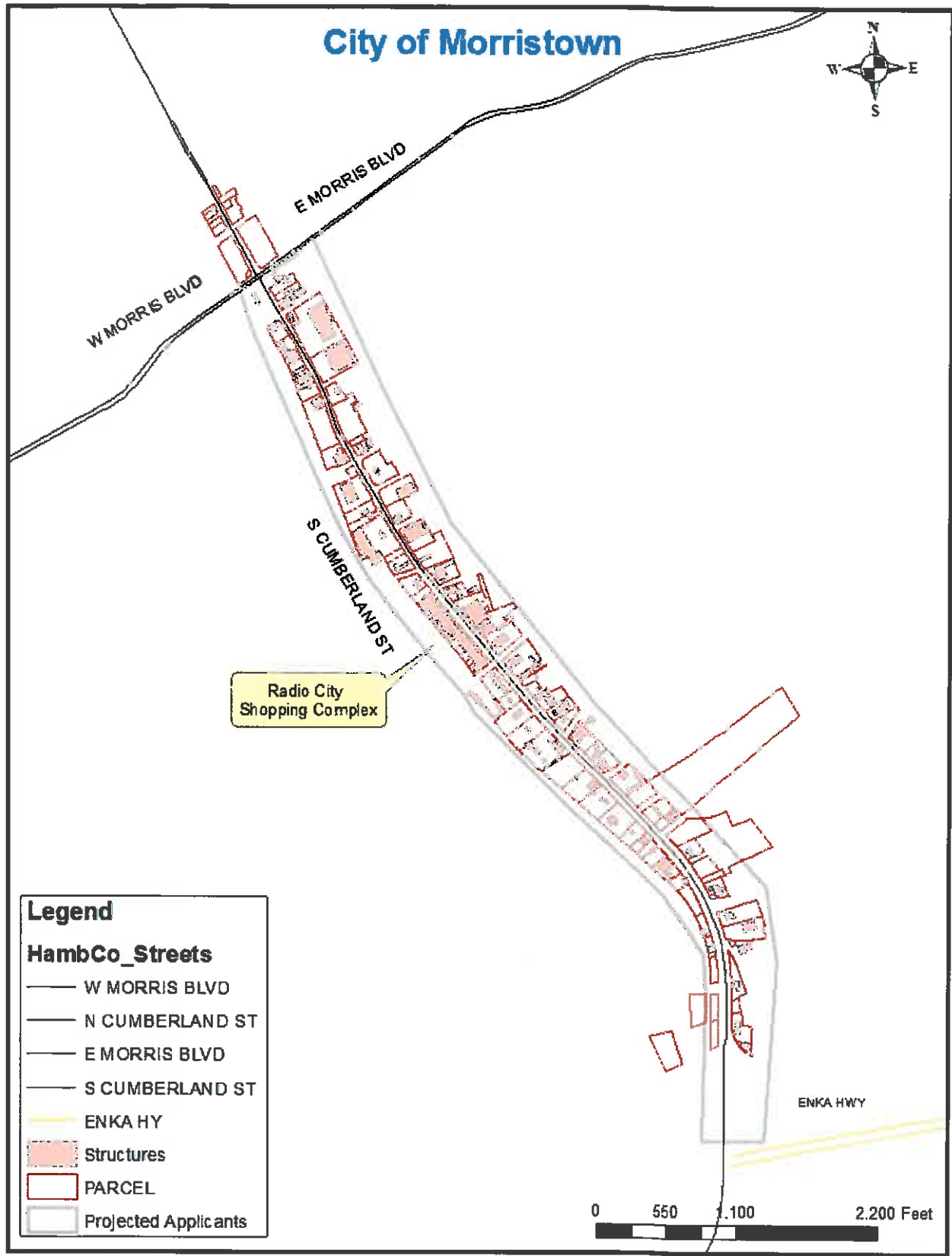
**NOTE: Please fill out all information requested on the grant application. Failure to provide complete and accurate information may delay the approval process or disqualify an applicant from the façade grant program.**

### **Open Records**

The City of Morristown, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives shall have access to any books, documents, papers and records which are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts and transcripts. All records supporting the costs and components of program assisted improvements shall be maintained for a period not less than three (3) years following project completion.

The City expressly reserves the right to reject any or all applications or to request more information from the applicant.

**Exhibit A – Radio Center District**







**CITY OF MORRISTOWN  
RADIO CENTER DISTRICT**

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**Façade Improvement Grant Program Application  
FY 2016-2017**

***\*\*Projects must be completed by April 14, 2017 \*\****

**I. Applicant & Property Information**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Street address where work will be performed:

\_\_\_\_\_

Year Built: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Mailing Address (*if different from street address*): \_\_\_\_\_

Property Owner (*if different from applicant*): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*If the applicant is different from the building owner, please attach a letter from the owner expressing approval of the proposed project.*

## II. Project Information

A. Please provide a brief description of the project:

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B. Will the project address existing facade deterioration? Please describe the existing condition(s) and proposed method of correction:

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C. Summary of type of improvements proposed (*check all that apply*):

- |  |  |  |                                  |
|--|--|--|----------------------------------|
| <input type="checkbox"/> Repainting      | <input type="checkbox"/> Paint Removal       | <input type="checkbox"/> Storefront                | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doors           | <input type="checkbox"/> Exterior Lighting   | <input type="checkbox"/> Awnings                   |                                  |
| <input type="checkbox"/> Cornice/Parapet | <input type="checkbox"/> Cleaning/Repointing | <input type="checkbox"/> Other ( <i>specify</i> ): | _____                            |

D. 1. Estimated total cost of improvements: \$ \_\_\_\_\_

2. Total Reimbursement Requested: \$ \_\_\_\_\_

*Maximum 50% of total project cost (\$250 minimum and \$5,000 maximum amount)*

E. 1. Proposed project start date: \_\_\_\_\_

2. Proposed completion date: \_\_\_\_\_

3. Contractor information: \_\_\_\_\_

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F. Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **III. Required Attachments**

A. Proof of Owner Permission for Project Attached: ☐ Yes ☐ No

B. Color Photo(s) of Existing and Improved (After) Building Façade(s) Attached: ☐ Yes ☐ No

C. Color Samples & Product Specifications Attached: ☐ Yes ☐ No

D. Written Cost Estimates from Supplier or Contractor Attached: ☐ Yes ☐ No

#### IV. Statement of Understanding and Certification

I, (We) as applicant/owner of record make this application to the FY2016-2017 Facade Improvement Grant Program for matching grant funds to be used for exterior improvements to the building listed on this application. I agree that I understand the following requirements and guidelines in regard to my application:

- Participation in the program requires me to follow program guidelines that govern improvements made under the program, including those improvements made with my portion of the project cost.
- I am willing to comply with the program guidelines, timelines and provide required documents and materials.
- I understand that the guidelines are in addition to, and do not override, local, state and federal regulations.
- I further declare that I understand that this is a reimbursable grant program, meaning that successful applicants must undertake and incur the costs for grant funded projects prior to receiving actual grant funds.
- I understand that all work must be completed and consistent with the approved scope of work prior to reimbursement.
- I understand that any and all improvements I make must be in compliance with city code and zoning regulations.
- If applicable, I am aware of and prepared to meet the federal regulation pursuant to Davis-Bacon compliance (available for review at <http://www.dol.gov/compliance/laws/comp-dbra.htm>) if the total costs exceed \$2,000.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

#### *Office Use Only*

Date received: \_\_\_\_\_ Application Number: \_\_\_\_\_ On Site Meeting: \_\_\_\_\_

Date Approval of Application Granted/Denied: \_\_\_\_\_

Application Approved in the amount of \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF MORRISTOWN  
BUFFALO TRAIL DISTRICT**

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**Façade Improvement Grant Program Guidelines  
FY 2016-2017**

**About the Grant**

The Façade Improvement Grant Program seeks to encourage business owners and tenants to invest in properties located within Morristown's Buffalo Trail District (see exhibit A) by financially assisting with appropriate **exterior** renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the area.

The Façade Improvement Grant is a reimbursement program and requires that the building owner or tenant contribute a minimum of 50% of the total cost of the renovation project. The maximum grant amount awarded is \$5,000.00 (based on a minimum of \$10,000 total project costs). Please note that all projects whose total costs exceed \$2,000 must be prepared to comply with all applicable federal Davis-Bacon rules, including prevailing wage requirements. This may increase the labor costs of a project. Applications will be examined by staff to determine applicability of Davis-Bacon rules and regulations.

This program is funded through the Community Development Block Grant (CDBG) received by the City of Morristown from the United States Department of Housing and Urban Development. Residential structures and nonprofit organizations are ineligible for façade improvement grant funding.

**Goals**

Positive building appearance has been proven to increase property values, improve the marketability of space within the building and attract new businesses, residents, and visitors to an area. Replacing damaged, boarded or bricked-up windows, improving storefronts, promoting building safety and structural integrity, weatherizing, repainting, or removing paint from buildings that have been previously painted are all considered to be important priorities in administration of the program.

**Timeline**

Applications will be available on June 28, 2016 and will be accepted for review until the close of business on July 29, 2016. Completed grant applications will be considered and awarded in order of submission. Incomplete applications will not be reviewed. Partial funding may be awarded due to funding limitations; thus, applicants should prioritize when selecting improvement projects. A second round of grants may be announced if funding is available. However, it is important to note that only one application will be accepted per building each year. **All proposed work must be able to be completed no later than April 14, 2017.**

**Only apply for a grant if you are committed to completing the project by April 14, 2017 and using all of the matching grant requested on the application.**

## **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the Buffalo Trail District as illustrated in the district map. The applicant must either be the building (property) owner or tenant; however, if the applicant is the tenant, he or she must obtain the property owner's approval and signature on the grant application. Any and all improvements must be in compliance with current city code and zoning regulations.

Exterior building improvements may consist of the following: painting (excluding previously unpainted masonry); paint removal (sandblasting not acceptable); storefront renovations; window repair or replacement; door repair or replacement; awnings; exterior lighting; masonry repair or tuckpointing; cornice repair or replacement; gutter and downspout repair or replacement; and parapet or cupola repairs. Other improvements may be considered upon request. In addition, grant funds may be used for professional services and building permit fees.

Examples of activities that would be considered *ineligible* include: landscaping; parking lots; freestanding signs; interior renovations; temporary, portable, or non-permanent improvements; new building construction; property acquisition; refinancing of existing debt; payment of delinquent taxes; and improvements already in progress or completed prior to grant approval.

Building improvements shall reflect the architectural integrity of the original building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be a part of the building improvements. Participants are encouraged to follow the standards set forth in the Secretary of the Interiors Standards for Rehabilitating Historic Buildings, where applicable. The standards are available online at the following website: <http://www.nps.gov/tps/standards/rehabilitation.htm>. Any and all color palettes selected must mimic or closely resemble Sherwin-Williams Suburban Modern exterior color palette available in-store and online at the following website: <http://www.sherwinwilliams.com/wcm/idc/groups/public/@swpublic/@sherwin-williams/@content/documents/webcontent/mdaw/mda4/~edisp/sw-pdf-ext-suburban.pdf>.

**All applicants will be required to list their DUNS number on the application. If the applicant does not currently have a DUNS number or does not remember their DUNS number, it may be obtained at the following website: <http://fedgov.dnb.com/webform>.**

## **Administration**

The Buffalo Trail Façade Improvement Grant program will be managed by the City of Morristown's Community Development Department. Grant applications will be reviewed and approved by a committee consisting of staff from the Morristown Community Development Department. Completed applications will be considered in order of submission by the Façade Improvement Grant Review Committee. If an application is deemed incomplete by the committee, it will be returned to the property owner or tenant for completion and resubmission. Again, only completed applications will be considered.

## **Application Process**

The grant application process can be broken down into the following typical steps:

Step 1: Complete an application and include the required attachments as listed on the application.

Step 2: Submit the completed grant application to:

CDBG Façade Grant Program  
Morristown Community Development Department  
100 W. 1<sup>st</sup> North Street  
P.O. Box 1499  
Morristown, TN 37814

Step 3: The application will be evaluated and notification of approval given on or before August, 12, 2016, for first round applications.

Step 4: All work affiliated with the grant must be completed by April 14, 2017. Any changes necessitated while the project is under construction must be approved by the City of Morristown prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building permits. All construction management shall be the responsibility of the applicant.

Step 5: The improvements are inspected by the City of Morristown to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 6: The applicant must submit to the City of Morristown all project receipts and proof of payment. Grant funds will be dispersed within 30 days of completed projects.

**NOTE: Please fill out all information requested on the grant application. Failure to provide complete and accurate information may delay the approval process or disqualify an applicant from the façade grant program.**

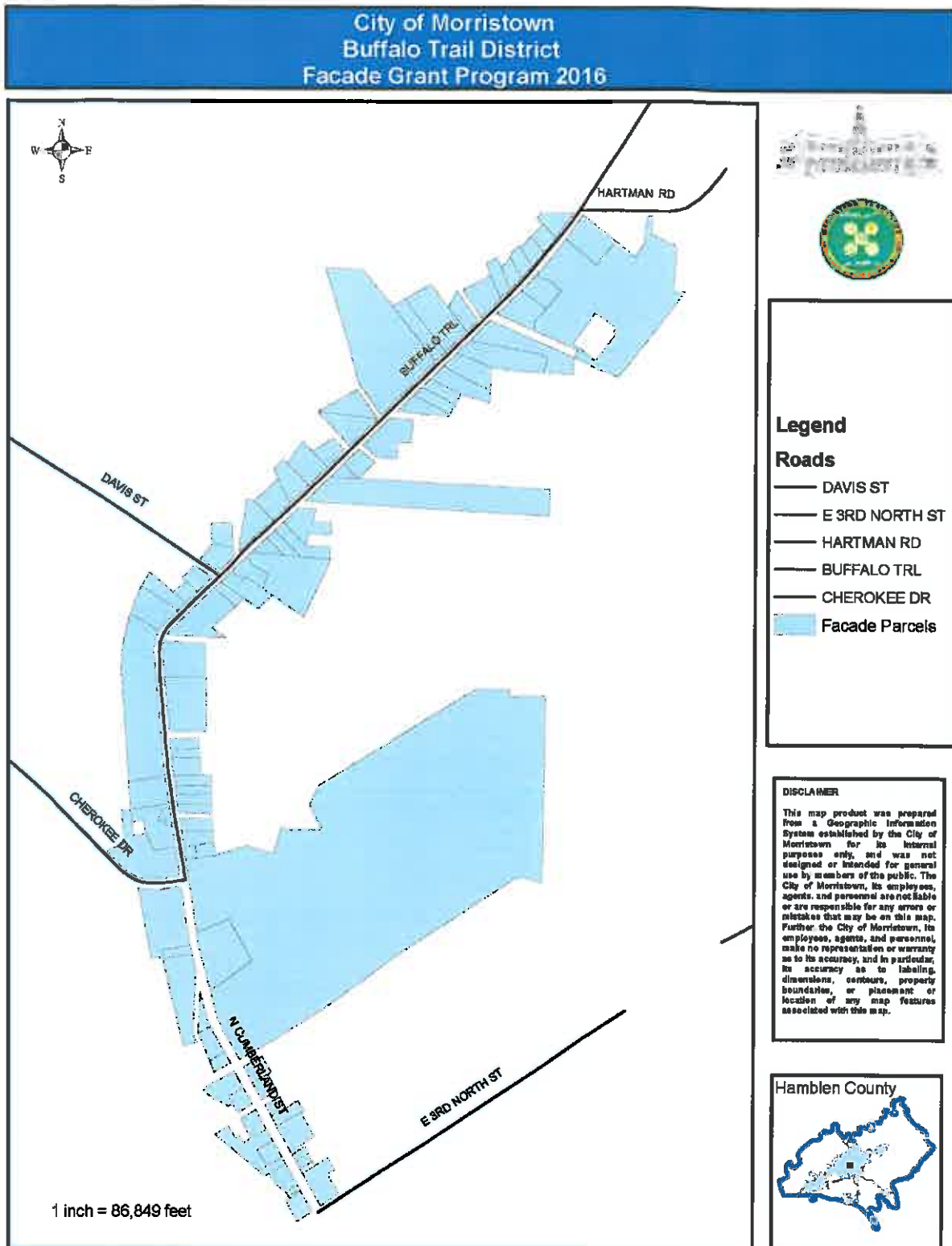
### **Open Records**

The City of Morristown, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives shall have access to any books, documents, papers and records which are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts and transcripts. All records supporting the costs and components of program assisted improvements shall be maintained for a period not less than three (3) years following project completion.

The City expressly reserves the right to reject any or all applications or to request more information from the applicant.



## Exhibit A – Buffalo Trail District





**CITY OF MORRISTOWN  
BUFFALO TRAIL DISTRICT**

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**Façade Improvement Grant Program Application**

**FY 2016-2017**

***\*\*Projects must be completed by April 14, 2017 \*\****

**I. Applicant & Property Information**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Street address where work will be performed:

\_\_\_\_\_

Year Built: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Mailing Address (if different from street address): \_\_\_\_\_

Property Owner (if different from applicant): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*If the applicant is different from the building owner, please attach a letter from the owner expressing approval of the proposed project.*

## II. Project Information

A. Please provide a brief description of the project:

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B. Will the project address existing facade deterioration? Please describe the existing condition(s) and proposed method of correction:

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C. Summary of type of improvements proposed (*check all that apply*):

- |  |  |  |                                  |
|--|--|--|----------------------------------|
| <input type="checkbox"/> Repainting      | <input type="checkbox"/> Paint Removal       | <input type="checkbox"/> Storefront                | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doors           | <input type="checkbox"/> Exterior Lighting   | <input type="checkbox"/> Awnings                   |                                  |
| <input type="checkbox"/> Cornice/Parapet | <input type="checkbox"/> Cleaning/Repointing | <input type="checkbox"/> Other ( <i>specify</i> ): | _____                            |

D. 1. Estimated total cost of improvements: \$ \_\_\_\_\_

2. Total Reimbursement Requested: \$ \_\_\_\_\_

*Maximum 50% of total project cost (\$250 minimum and \$5,000 maximum amount)*

E. 1. Proposed project start date: \_\_\_\_\_

2. Proposed completion date: \_\_\_\_\_

3. Contractor information: \_\_\_\_\_

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F. Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### III. Required Attachments

A. Proof of Owner Permission for Project Attached: ☐ Yes ☐ No

B. Color Photo(s) of Existing and Improved (After) Building Façade(s) Attached: ☐ Yes ☐ No

C. Color Samples & Product Specifications Attached: ☐ Yes ☐ No

D. Written Cost Estimates from Supplier or Contractor Attached: ☐ Yes ☐ No

**IV. Statement of Understanding and Certification**

I, (We) as applicant/owner of record make this application to the FY2016-2017 Facade Improvement Grant Program for matching grant funds to be used for exterior improvements to the building listed on this application. I agree that I understand the following requirements and guidelines in regard to my application:

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- I understand that the guidelines are in addition to, and do not override, local, state and federal regulations.
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- I understand that all work must be completed and consistent with the approved scope of work prior to reimbursement.
- I understand that any and all improvements I make must be in compliance with city code and zoning regulations.
- If applicable, I am aware of and prepared to meet the federal regulation pursuant to Davis-Bacon compliance (available for review at <http://www.dol.gov/compliance/laws/comp-dbra.htm>) if the total costs exceed \$2,000.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

*Office Use Only*

Date received: \_\_\_\_\_ Application Number: \_\_\_\_\_ On Site Meeting: \_\_\_\_\_

Date Approval of Application Granted/Denied: \_\_\_\_\_

Application Approved in the amount of \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

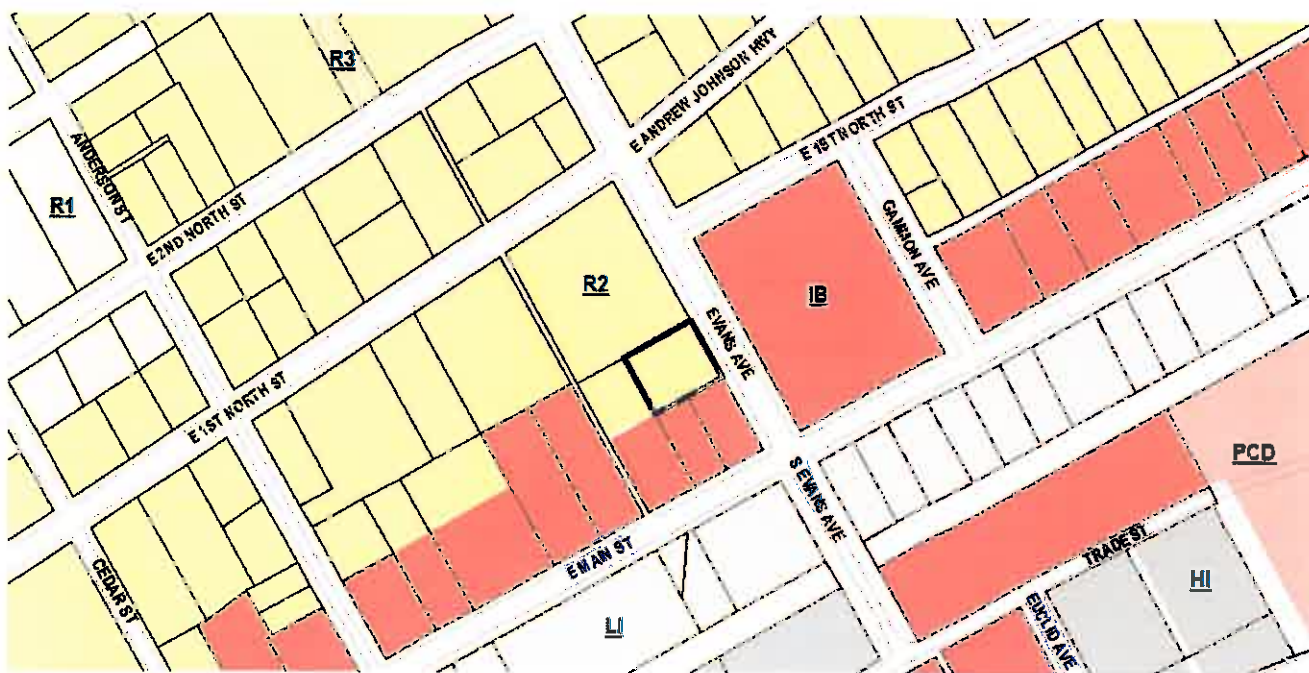
TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: July 5th, 2016  
SUBJECT: Rezoning Request

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## REQUEST -

A rezoning request has been received by the Planning Department for property located at 119 Evans Avenue located between E. 1st North Street and E. Main Streets. The property owner, Mr. Helms, has requested a zoning designation of LB (Local Business) in order to accommodate an antique retail shop.

The property has historically been used for professional offices, most recently for that of a physician's and home healthcare office. Properties adjoining which front E Main Street are zoned IB (Intermediate Business) and have been so zoned since 1975. Single family residential homes adjoin the property to the north with Home Trust bank to the east and vacant (grassed) lots to the south and west. Cedarwood Apartments lie just northwest of the site.



The existing structure located on site was originally constructed with no kitchen or bath facilities. (No documentation regarding the building of this structure could be readily located.) Any future owner would be obligated to renovate the structure and include these types of facilities in order to renovate the building to a 'habitable' living quarters.

The property owner hopes the transitioning of the existing residential district into a low impact but stringent use commercial district such as our LB or Local Business zone will add value to the now vacant property and add value to a neighborhood in decline.

City Staff sees this rezoning as good planning practice and that an LB (Local Business) district will provide protection to the R-2 neighborhood to the north and IB along the south. Local business uses

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are unanimous with smaller scale retail and should deflect any large increase to traffic or noise. The property already has a thick stand of trees surrounding the structure which will provide a barrier to surrounding properties. Staff sees the rezoning of this property as a possible impetus for rezoning of other properties along that corridor as there have been other owners in the area requesting information for their property.

Placement of a less intense and more stringent commercial district between the residences to the north is sound planning as uses allowed under LB are less severe to residential communities with regard to traffic and noise and that this use will mitigate what could become a blighted parcel of land.

The Regional Planning Commission voted unanimously at their meeting of June 14th to forward the request as submitted to City Council for approval.

#### **OPTIONS:**

1. Approve rezoning request.
2. Deny rezoning request.





ORDINANCE NO. \_\_\_\_\_,  
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE  
OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.  
{Rezoning of property located at 119 Evans Avenue, Hamblen County  
Tax Parcel ID # 032034I O 00100 from Medium Density Residential  
(R-2) to Local Business (LB).

SECTION I. WHEREAS, the Morristown 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 Medium Density Residential (R-2) to Local Business (LB).

*That parcel of land currently having been assigned as 119 Evans Avenue and having Hamblen County Tax ID # 032034I O 00100 and being located approximately 135 feet northwest of the intersection of E. Main Street and Evans Avenue.*

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 Local Business (LB).

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 final passage, the public welfare requiring it.

Passed on first reading this the 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Passed on second and final reading this the 19<sup>th</sup> day of July, 2016.

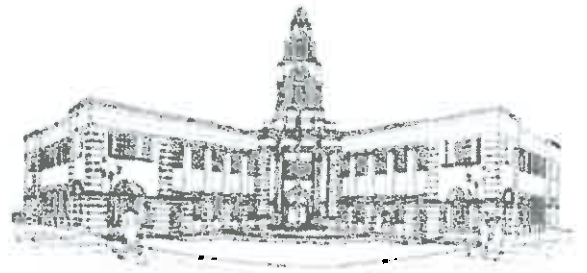
ATTEST:

\_\_\_\_\_  
MAYOR

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

# City of Morristown

*Incorporated 1855*



## OFFICE OF CITY ENGINEER

### MEMO

June 30, 2016

TO: City Council Members  
Tony Cox, City Administrator  
Buddy Fielder, Assistant City Administrator

FROM: Jim Whitbeck, P.E. *JW*

RE: Bid Award Recommendation  
LAMTPO Regional Wayfinding  
Project No.: 2013-06

This project consists of the installation of 43 wayfinding signs in Morristown, Jefferson City, White Pine, and Hamblen County. Morristown is the lead agency for the project and will make all payments to the contractor. The other participants will reimburse the City proportionally for their portions of the work.

We received bids from Jarvis Signs and Rite Light Signs; a bid tab is attached. Rite Lite Signs was the apparent low bidder.

We recommend award of the project to Rite Lite Signs for their bid of \$329,815.00. This was approximately \$100,000 less than the other bid from Jarvis and \$147,000 lower than the Engineer's estimate.

TDOT has reviewed the bids and has concurred with the award to Rite Lite Signs.

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TDOT PIN #: 118903.00  
 FEDERAL PROJECT #: STP-M-9113(20)  
 STATE PROJECT #: 32LPLM-F1-046  
 DESCRIPTION: WAYFINDING SIGNS - MORRISTOWN, TENNESSEE

DATE: 12/17/15

KHA PROJECT #: 118085000

Footnote	Item No.	Item Description	Unit	Quantity	Kimley-Horn		Jarvis Signs		Rite Life Signs	
					Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	201-01.03	CLEARING AND GRUBBING	ACRE	0.21	\$5,000.00	\$ 1,050.00	\$32,000.00	\$ 6,720.00	\$1,500.00	\$ 315.00
2	209-03.21	FILTER SOCK (12 INCH)	LF	450	\$10.00	\$ 4,500.00	\$11.00	\$ 4,950.00	\$9.10	\$ 4,095.00
2	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	450	\$5.00	\$ 2,250.00	\$6.00	\$ 2,700.00	\$5.50	\$ 2,475.00
2	209-09.01	SANDBAGS	EA	90	\$10.00	\$ 900.00	\$9.00	\$ 810.00	\$5.00	\$ 450.00
2	209-09.41	CURB INLET PROTECTION (TYPE 2)	EA	18	\$175.00	\$ 3,150.00	\$493.00	\$ 8,874.00	\$125.00	\$ 2,250.00
2	209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	SY	90	\$5.00	\$ 450.00	\$11.50	\$ 1,035.00	\$3.20	\$ 288.00
3	712-01	TRAFFIC CONTROL	LS	1	\$10,000.00	\$ 10,000.00	\$19,500.00	\$ 19,500.00	\$2,543.00	\$ 2,543.00
4	713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EA	16	\$100.00	\$ 1,600.00	\$345.00	\$ 5,520.00	\$425.00	\$ 6,800.00
5	713-16.20	SIGNS (G1.1: GATEWAY SIGN)	EA	8	\$21,800.00	\$ 174,400.00	\$16,800.00	\$ 134,400.00	\$14,468.50	\$ 115,748.00
5	713-16.21	SIGNS (G3: GATEWAY SIGN)	EA	1	\$5,900.00	\$ 5,900.00	\$4,750.00	\$ 4,750.00	\$5,380.00	\$ 5,380.00
5	713-16.22	SIGNS (D1.1: SINGLE SIDED SIGN)	EA	29	\$7,200.00	\$ 208,800.00	\$5,250.00	\$ 152,250.00	\$5,380.00	\$ 155,020.00
5	713-16.23	SIGNS (D1.1A: SINGLE SIDED SIGN)	EA	5	\$4,600.00	\$ 23,000.00	\$4,681.00	\$ 23,405.00	\$5,380.00	\$ 26,900.00
6	717-01	MOBILIZATION	LS	1	\$10,000.00	\$ 10,000.00	\$45,488.00	\$ 45,488.00	\$6,000.00	\$ 6,000.00
2, 7	801-01	SEEDING (WITH MULCH)	UNIT	1	\$300.00	\$ 300.00	\$17,750.00	\$ 17,750.00	\$200.00	\$ 200.00
2	805-12.02	EROSION CONTROL BLANKET (TYPE II)	SY	90	\$5.00	\$ 450.00	\$18.50	\$ 1,665.00	\$3.90	\$ 351.00
SUBTOTAL					\$	446,800	\$	429,817.00	\$	329,815.00

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## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 ("CITY"); HAMBLÉN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("COUNTY"); and MORRISTOWN-HAMBLÉN HUMANE SOCIETY, a non-profit agency created by Charter on July 19, 1972 ("MHHS"), which is operated by a board of directors ("BOARD").

### **WHEREAS**

1. MHHS has previously contracted with City to provide City with enforcement of animal control ordinances, operate the city pound as the Morristown-Hamblen Animal Shelter, conduct cruelty investigations, present annual budget requests to the City and County, and employ animal control officers and other necessary shelter personnel with volunteers assisting in the day-to-day operations, and ~~The City provides funding to MHHS for its operating expenses. The amount funded to MHHS for the 2016-17 fiscal year is one hundred and fifty thousand dollars (\$150,000.00), and~~
2. The County provides funds to MHHS for its operating expenses. ~~The amount funded to MHHS for the 2016-17 fiscal year is one hundred and fifty thousand dollars (\$150,000.00), and~~
3. Pursuant to Tennessee Code Annotated §5-1-120 and County Resolution, the County has the authority to license and regulate dogs and cats, establish and operate shelters and other animal control facilities, and regulate, capture, impound and dispose of stray dogs, stray cats and other stray animals, and
4. The City and County intend to contract with MHHS for a period of beginning July 1, 2016 and ending at midnight June 30, 2017, for the continuation of animal control, shelter services, and the operations of the MHHS.

### **TERMS AND CONDITIONS**

IT IS THEREFORE AGREED BY AND AMONG THE PARTIES THAT:

- (a) **Animal Control Services.** During the term of this Contract, including extensions and renewals, the MHHS shall provide animal control services that will include, but are not limited to, a) help local law enforcement with enforcement of all state and local animal laws, ordinances and resolutions, local law enforcement ~~will~~ may issued ~~citations~~ as requested by animal control humane officers b) investigate and prosecute animal cruelty and neglect complaints, c) respond to animal complaint calls from citizens, d) impound strays, e) assist local law enforcement with incidents when animals are involved, f) respond to emergency animal calls placed with the Emergency Communication District (E-911) ~~only~~ only when an animal or a human is eminently in danger ~~-or when a law enforcement officer deems their~~

assistance is needed due to a dangerous animal regardless of time of day or day of week.

- (b) **Animal Shelter Services.** During the term of this Contract, including extensions and renewals, the MHHS shall provide animal shelter services that will include, but are not limited to, a) housing and care for all stray dogs and cats from citizens of Hamblen County; b) housing and care for all dogs and cats confiscated and/or impounded by animal control officers (ACO); c) animal adoption services; d) animal rescue programs; e) end of life services for very sick, older, or injured animals with a sliding-scale fee structure; and f) accept animals surrendered by their owners for a fee on a sliding scale to help cover costs for caring for the animals.
- (c) **Education Services.** MHHS will provide public education programs to promote spay/neuter issues, questions and/or concerns. It will also help educate the public about how to resolve animal behavior issues that are causing problems for pet owners and/or their families.
- (d) **Board.** During the term of this Contract, including extensions and renewals thereof, the Board shall consist of thirteen (13) members, eight of whom shall be selected by MHHS; and the City Mayor, or his designee; the County Mayor, or his designee; a Hamblen County citizen who may reside in the city, appointed by the City Mayor; a Hamblen County citizen who may reside in the City, appointed by the County Mayor; and a citizen appointed by City Council who may not be an employee or officer of the City or County. If there should be a conflict between the MHHS by-laws and this provision, MHHS shall amend its by-laws to conform with this agreement.
- (e) **Tax exempt status.** MHHS shall maintain a 501(c)(3) tax exempt status with the Internal Revenue Service.
- (f) **Budget and Financial reports.** During the term hereof and any renewal term, MHHS shall submit to the Mayors' offices as part of the governments' annual budget process, a proposed budget for the subsequent fiscal year along with its appropriation requests. During each fiscal year, MHHS shall submit monthly financial reports to the Mayors' offices by the 15<sup>th</sup> day of the subsequent month beginning with the year-end report for the 2014-15 fiscal year.
- (g) **Accounting reports.** During the term of this Contract, including extensions and renewals thereof, MHHS shall conduct a separate accounting report of funds received for fines, adoption fees, rescue reimbursements/operations, building donations, and all other funds.
- (h) **Audit.** MHHS shall have a financial audit completed for the 2014-15-16 fiscal year and shall submit said audit report to the Mayors' offices by February 1<sup>st</sup> 2016.

- (i) **Sunshine law.** During the term of this contract and any extension or renewal thereof, MHHS shall comply with the Tennessee Open Meetings and Open Records Acts as applicable in all respects.
- (j) **Minutes of meetings.** MHHS shall submit board minutes to the Mayors within two (2) weeks after the meetings.
- (k) **Insurance.** MHHS shall obtain and maintain all appropriate insurance policies, including, but not limited to, workers' compensation insurance, comprehensive liability insurance and officers and directors insurance with coverage's and companies which are A-rated or better.

~~(l) **Oversight.** The City and County shall create an oversight committee to periodically review the operations of the animal shelter and animal control to insure that all applicable state laws are being followed, and that the organization is following sound business practices and meeting the conditions set out in this Agreement. The oversight committee will consist of a representative for the City of Morristown and a representative for Hamblen County. MHHS agrees to give the oversight committee all documents and access to all areas of the shelter to evaluate operations. The Oversight Committee will submit written reports to City Council and the County Commission in January and July of each year. MHHS shall submit to the Oversight Committee quarterly reports of shelter activity that includes, but is not limited to, the number of animals that have entered the shelter, along with the disposition of cases involving all animals handled by animal shelter personnel. The report will also include information regarding the activity of the Animal Control Officers. MHHS shall prepare and submit upon request by the Oversight Committee updated standard operating procedures, which includes, but is not limited to, the process of how staff decides to adopt, euthanize or rescue an animal, plus an organizational chart and Board membership with officers.~~

~~(m)~~(l) **Termination.** Any party may terminate this contract for cause by providing written notice of the cause alleged to entitle the notifying party to terminate the contract. If the alleged cause is not corrected within forty-five (45) days of notification, the notifying party may declare default and terminate the contract on a date certain which shall not be less than thirty (30) days. During the notice period, MHHS agrees to continue providing care for the animals until the notice period expires. Thereafter, it shall be the responsibility of the City and County to care for the animals and comply with their obligations concerning animal control. Once the notice period expires, MHHS agrees to give the City and County access to the premises to care for the animals. In the event of termination, all requirements of MHHS to report to the City and/or County, based upon this Contract, shall terminate.

~~(n)~~(n) **Purchase of Assets.** If this contract is not renewed by any party beyond June 30, ~~2016~~2017, the MHHS has the options to: a) keep its physical assets and move them to another location; or, 2) sell the physical assets to the City and



County for a sum of \$30,000. The items include, but are not limited to, all the equipment, fixtures, vehicles and supplies used in MHHS's daily operation. An inventory of the physical assets will be taken within ten (10) days following the execution of this agreement; this inventory shall be provided to the City and County Mayors as soon as it is prepared. MHHS and the City/County have the option to negotiate the sale of equipment purchased during the term of the contract.

(c)(n) **Operating Funds.** In the event of termination or non-renewal of this agreement, the MHHS will not be responsible for refunding any operating funds to the City and the County.

(p)(o) **Debts of MHHS.** In the event of a termination or non-renewal of this agreement, the City and County shall not be responsible for any outstanding debts, including loans, unpaid payroll or payroll taxes, and accounts payable accumulated through the effective date of termination or end of the contract term.

(q)(p) **Delegation of authority.** MHHS shall, during the term hereof, assume the rights, duties and responsibilities as Morristown's Animal Control Authority, as defined in the City's Animal Control Ordinance

**Comment [TC1]:** (Ordinance states animal control is commissioned by Hamblen County, animal control has no commission) – City ordinance to be revised in Summer 2016

(r)(q) **Fees.** All of the fees paid by animal owners associated with impoundment of their animals shall be collected by MHHS and become the sole property of MHHS.

**Comment [TC2]:**

(s)(r) **Indemnification.** MHHS shall indemnify and hold the City and County harmless from any claims, losses or liability which may arise from the MHHS's operations or acts of its employees, officers and directors. MHHS shall not be liable for damages to person or property resulting from the failure of any law enforcement officer to take action recommended by MHHS.

(t)(s) **Term.** Unless earlier terminated pursuant to this agreement, the term shall commence as of July 1, 2016, ending at midnight June 30, 2017. This agreement will automatically renew for a period of one (1) year on July 1, 2017 unless any party notifies the others in writing no less than 60 days prior to the end of the term that it does not wish to renew the agreement

(u)(t) **Use of facilities.** During the ~~term hereof~~ period of July 1, 2016 through June 30, 2017, MHHS shall be entitled to the use of the City's current shelter facilities on Dice Street and maintain reasonable office hours at the shelter for the convenience of the public. As of July 1, 2017 the Dice Street facility will no longer be available for use as a shelter. MHHS shall make preparations for adequate facilities elsewhere to accomplish their duties under this agreement.

(v)(u) **Funding.** During the term hereof funding shall be in monthly installments with the City contributing ~~twelve-eleven~~ thousand ~~five-~~ four hundred ninety dollars (\$~~12,500~~11,490.00) per month and the County contributing ~~twelve-eleven~~ thousand ~~five-~~ one hundred twenty five dollars (\$~~12,500~~11,125.00) per month. Payments

shall be made on or before the 15<sup>th</sup> day of each month by subject to the satisfactory performance of the terms of this agreement

(v)(y) **Independent contractors.** In performing their duties and exercising their rights hereunder, the parties shall be deemed to be acting as independent contractors.

(v)(w) **Binding parties.** This agreement shall be binding on the parties hereto, their successors and assigns.

**EXECUTED** on the day and date first above appearing.

CITY OF MORRISTOWN, TENNESSEE ("CITY")

By: \_\_\_\_\_  
GARY CHESNEY, MAYOR

HAMBLETON COUNTY, TENNESSEE ("COUNTY")

By: \_\_\_\_\_  
BILL BRITTAIN, MAYOR

MORRISTOWN-HAMBLETON HUMANE SOCIETY ("MHHS")

By: \_\_\_\_\_  
MICHAEL BRATTON, PRESIDENT

## CHANGE ORDER #2

TAD PROJECT NO. 32-555-0154-04 DATE PREPARED: 05/12/16  
OWNER: CITY OF MORRISTOWN, TN CONTRACTOR: ANDREWS CONSTRUCTION, INC.  
ADDRESS: 100 WEST 1ST STREET PO 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	REVISED QUANTITY	NET CHANGE
CHANGE ITEM:		SEE ATTACHMENT 'B'	SEE ATTACHEMENT 'A'	
Base Bid 4	Hangar Doors			\$ 3.42
Base Bid 5	Guttering			\$ 2,839.00
DELETE ITEM:				
ADD ITEM:				
TOTAL				\$ 2,842.42

REASON FOR CHANGE ORDER: This Change Order corrects math errors in CO-1 for Hangar Doors and adjusting the pricing of guttering to reflect the change in materials to a larger size gutter.

ORIGINAL CONTRACT	\$ 311,091.25
REVISED CONTRACT PREVIOUS CHANGE ORDERS	\$ 309,023.75
AMOUNT THIS CHANGE ORDER NO. 2	\$ 2,842.42
LATEST REVISED CONTRACT THROUGH THIS CHANGE ORDER	\$ 311,866.17

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

CONTRACT PRICE	CONTRACT TIME
NOT CHANGED	NOT CHANGED
INCREASED BY: <u>\$2,842.42</u>	INCREASED BY: _____ CALENDAR DAYS
DECREASED BY: _____	DECREASED BY: _____ DAYS

The foregoing is in accordance with the contract documents and negotiation correspondence through 11/26/15 : 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: ANDREWS CONSTRUCTION, INC.

OWNER: CITY OF MORRISTOWN, TENNESSEE

DATE: 16 May 16

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

ENGINEER: MICHAEL BAKER JR., INC.

RECOMMENDED BY: TENNESSEE AERONAUTICS DIVISION

DATE: 16 May 16

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

**MORRISTOWN REGIONAL AIRPORT  
HANGAR REHABILITATION**

**CHANGE ORDER NO. 2 - ATTACHMENT 'A'**

BASE BID SCHEDULE 1  
HANGAR REHABILITATION PROJECT  
TAD No. 32-555-0154-04

Item #	Description	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	DIFFERENCE	AMOUNT	
CURRENT CONTRACT ITEMS																
1	Mobilization	1	LS	\$8,100.00	\$8,100.00	1	LS	\$8,100.00	\$8,100.00	0				\$	-	
2	Roofing	2,775	SY	\$34.00	\$94,350.00	2,775	SY	\$34.00	\$94,350.00	0				\$	-	
3	Siding Panel	10	EA	\$90.00	\$900.00	10	EA	\$90.00	\$900.00	0				\$	-	
4	Hangar Doors (Rehabilitation)	10,245	EA	\$5,700.00	\$58,396.50	12	EA	\$4,866.66	\$58,399.92	2				\$	3.42	
5	Guttering	10.1	LF	\$710.00	\$7,171.00	770	LF	\$13.00	\$10,010.00	760				\$	2,839.00	
6	Exterior Paint	3,375	SY	\$28.15	\$95,006.25	3,375	SY	\$28.15	\$95,006.25	0				\$	-	
7	Fluorescent Light	36	EA	\$870.00	\$31,320.00	36	EA	\$870.00	\$31,320.00	0				\$	-	
8	Light Switch with Cover	18	EA	\$30.00	\$540.00	18	EA	\$30.00	\$540.00	0				\$	-	
9	Reroute Service Power (Hangar 2)	1	LS	\$6,700.00	\$6,700.00	1	LS	\$6,700.00	\$6,700.00	0				\$	-	
10	Repair Broken Electrical Line under Asphalt	1	LS	\$1,340.00	\$1,340.00	1	LS	\$1,340.00	\$1,340.00	0				\$	-	
11	Window Replacement	1	LS	\$5,200.00	\$5,200.00	1	LS	\$5,200.00	\$5,200.00	0				\$	-	
TOTAL PROJECT CONTRACT COST					\$309,023.75						\$311,866.17					\$2,842.42

**MORRISTOWN REGIONAL AIRPORT  
HANGAR REHABILITATION PROJECT**

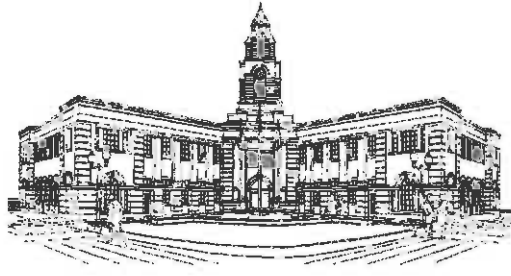
**TAD No. 32-555-0154-04**

**CHANGE ORDER NO. 2 - ATTACHMENT 'B'**

**CHANGE WORK ITEMS**

**APRON REHABILITATION - BASE BID**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>JUSTIFICATION</b>
4	Hangar Doors (Rehabilitation)	Adjusted unit price to reflect original \$10,000 credit given by Contractor at beginning of project.
5	Guttering	Adjusted pricing and quantity of guttering to reflect upgrade in gutter material used.



## **Morristown City Council Agenda Item Summary**

**Date:** July 5, 2016

**Agenda Item:**

**Prepared by:** Larry Clark

**Subject:** McGill & Assoc. General Services Contract

**Background / History:** In FY 2016 Council approved a general services contract with McGill & Assoc. for engineering services for the City. The services were for Planning Dept. mostly but also assisted other departments in the City. The main areas were for plan reviews and traffic concerns.

**Findings / Current Activity:** To approve requisition for general services with McGill & Assoc. to continue their assistance with staff for engineering items in FY 2017.

**Financial Impact:** Funds are budgeted in the 2017 budget.

**Action options / Recommendations:** Approve requisition

**Attachments:**



June 29, 2016

City of Morristown  
Larry Clark  
Administrative Services Director  
100 West First North Street  
Morristown, Tennessee 37814

RE: General Engineering Services – Amendment No. 2  
Morristown, TN

Dear Mr. Clark,

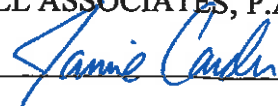
The intent of this letter is to amend our Professional Engineering Review Services Agreement dated November 19, 2014. From this point forward, this document will be considered Amendment No. 2 to the contract. The reason for this amendment is the depletion of the approved contract funding limit set in Part 3 of the agreement and previous amendments. At this time, McGill Associates proposes to continue providing general professional engineering services, as described in the original contract agreement, with the allocation of an additional \$40,000 in funding. If you find this amendment acceptable, please indicate acceptance by signing below and returning one copy for our files. As always, we thank you for the opportunity to serve the City of Morristown.

If you have any questions or comments, please do not hesitate to let me know.

Sincerely,  
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads 'John R. Greear, P.E.'.

JOHN (JAKE) GREEAR, P.E.  
Project Manager

<b>ACCEPTED</b>	
CLIENT:	McGILL ASSOCIATES, P.A.:
BY: _____ (Signature)	BY:  _____
_____	Jamie Carden, P.E., Knoxville Office Manager
(Print Name/Title)	
Date: _____	Date: <u>6/29/16</u>

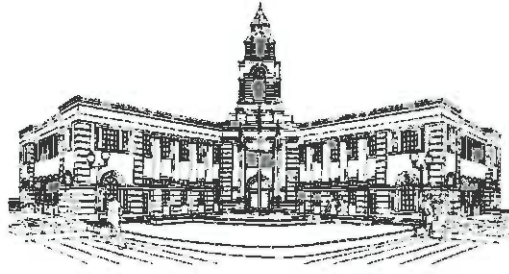
E n g i n e e r i n g   •   P l a n n i n g   •   F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

[Return to Agenda](#)





## Morristown City Council Agenda Item Summary

**Date:** July 5, 2016

**Agenda Item:**

**Prepared by:** Michael Hamrick

**Subject:** Geographic Information System (GIS) Software – GeoEvent Extension

**Background / History:** The establishment and implementation of an enterprise wide GIS has been largely completed, and use of the MHGIS system - both internally and externally - has continued to grow since its inception. During this widespread adoption, various needs have been identified that our current software capabilities cannot provide.

**Findings / Current Activity:** This agenda item addresses many of the needs identified by system users through the *ArcGIS GeoEvent Extension for Server*. As its name suggests, this software component can extend the capabilities of our system to connect with virtually any type of streaming data feed.

**Financial Impact:** The GeoEvent Extension is licensed annually through our current GIS software provider. This \$3000.00 approval would cover one year.

**Action options / Recommendations:** This software license agreement will allow the MHGIS system to continue to mature in the most practical and cost effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations by satisfying more of the needs of system users.

**Attachments:**



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.  
380 New York Street  
Redlands, CA 92373-8100  
Phone: 800-447-9778 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 06/02/2016 To: 08/31/2016*

## Quotation # 20488860

Date: June 2, 2016

Customer # 495642 Contract # sgc

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

ATTENTION: Michael Hamrick  
PHONE: (423) 585-2793  
FAX: (423) 585-2793

Material	Qty	Description	Unit Price	Total
134815	1	ArcGIS GeoEvent Extension for Server Enterprise Advanced (Windows) Up to Four Cores 365 Day Term License (2016-2017)	3,000.00	3,000.00
			Item Total:	3,000.00
			Subtotal:	3,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$3,000.00

License will be prorated to match current SGELA term

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

For questions contact: Michelle Lin

Email: [mlin@esri.com](mailto:mlin@esri.com)

Phone: 800-447-9778 x2352

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

**If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630**



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ATTENTION: Michael Hamrick  
PHONE: (423) 585-2793  
FAX: (423) 585-2793

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

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

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

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

Please check one of the following:

☐ I agree to pay any applicable sales tax.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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

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

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

For questions contact: Michelle Lin

Email: [mlin@esri.com](mailto:mlin@esri.com)

Phone: 800-447-9778 x2352

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal), which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

**If sending remittance, please address to: Esri, File No. 54630, Los Angeles, CA 90074-4630**



## ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

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

*To expedite your order, please reference the quotation number on your purchase order.*

### ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

**IMPORTANT!** Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

### ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

### MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

### DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

**DELIVERY**

FOB Redlands, CA, USA

**Software:** Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

**Hardware:** Manufacturer's terms apply. Lead times depend on make/models purchased.

**Note:** Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

**PAYMENT TERMS**

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

**TAXES**

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



## IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to license Products to you only if you accept all terms and conditions contained in this License Agreement. Please read the terms and conditions carefully. You may not use the Products until you have agreed to the terms and conditions of the License Agreement. If you do not agree to the terms and conditions as stated, click "I do not accept the license agreement" below; you may then request a refund of applicable fees paid.

### LICENSE AGREEMENT (E204 06/13/2014)

This License Agreement is between you ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

## GENERAL LICENSE TERMS AND CONDITIONS

### ARTICLE 1—DEFINITIONS

**Definitions.** The terms used are defined as follows:

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- b. *Data.* Data terms of use are set forth in [Addendum 2](#).
- c. *Online Services.* Terms of use for Online Services are set forth in [Addendum 3](#).
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**EXHIBIT 1  
SCOPE OF USE  
(E300 02/24/2016)**

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(E300-1)**

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## **SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE**

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

<p><b>Desktop Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ ArcGIS Earth (65; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS Explorer Desktop (20; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS for AutoCAD (20)</li> <li>▪ ArcPad (12; 13; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>)</li> <li>▪ ArcReader (20; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Business Analyst (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>▪ ArcGIS for Windows Mobile (15; 54; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (<a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS for Personal Use (<a href="#">Addendum 2, Note 1</a>)</li> </ul> <p><b>Server Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Server <ul style="list-style-type: none"> <li>— Workgroup (28; 29; 30; 32; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>— Enterprise (31; 38; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>— with Virtual Cloud Infrastructure (10; <a href="#">Addendum 3—Common Terms</a>)</li> </ul> </li> <li>▪ ArcGIS for Server Extension <ul style="list-style-type: none"> <li>— ArcGIS for INSPIRE (<a href="#">Addendum 2, Note 1</a>)</li> <li>— ArcGIS for Maritime: Server (2)</li> </ul> </li> <li>▪ Esri Business Analyst for Server <ul style="list-style-type: none"> <li>— Workgroup (28; 29; 30; 31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>— Enterprise (31; 39; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> </ul> </li> <li>▪ Portal for ArcGIS (31; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Tracking Server (31)</li> </ul>	<p><b>Developer Tools</b></p> <ul style="list-style-type: none"> <li>▪ AppStudio for ArcGIS Standard (11, 16, 19)</li> <li>▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)</li> <li>▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; <a href="#">Addendum 2, Note 1</a>)</li> <li>▪ Esri Business Analyst Server Developer (<a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 4</a>)</li> <li>▪ Esri Developer Network (EDN) Software and Data (24; 26; <a href="#">Addendum 2, Note 6</a>)</li> <li>▪ Esri File Geodatabase API (47)</li> </ul> <p><b>Bundled Products</b></p> <ul style="list-style-type: none"> <li>▪ ArcGIS for Transportation Analytics (1; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 2</a>; <a href="#">Addendum 2, Note 11</a>)</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>▪ Navigator for ArcGIS (14)</li> </ul>
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### **Notes:**

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

### **Additional Terms of Use for Products listed above:**

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the



ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.

2. Not for use in navigation.
- 3–9. Reserved.
10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. May be used for navigational purposes only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. May be used for navigational purposes.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
  - a. The Software is reproduced and distributed in its entirety;
  - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
  - c. All copyright and trademark attributions/notices are reproduced; and
  - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
  - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
  - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.

31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.
- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

**ADDENDUM 2  
DATA TERMS OF USE  
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

**SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA**

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

**SECTION 2—SPECIFIC TERMS OF USE FOR DATA**

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

<ul style="list-style-type: none"><li>▪ ArcGIS Online Data (1)</li><li>▪ StreetMap Premium for ArcGIS (2)</li><li>▪ StreetMap for Windows Mobile (2)</li><li>▪ StreetMap for ArcPad (2)</li><li>▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1)</li><li>▪ HERE Traffic Data (11; Addendum 1, Note 1)</li><li>▪ Data Appliance for ArcGIS (3)</li></ul>	<ul style="list-style-type: none"><li>▪ Business Analyst Data (4, 10)</li><li>▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10)</li><li>▪ Data and Maps for ArcGIS (6)</li><li>▪ Esri MapStudio Data (9)</li><li>▪ World Geocoder for ArcGIS Basic (7)</li></ul>
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**Notes:**

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

**Additional Terms of Use for Products listed above:**

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

*Basemap Data And Geocode Search Transactions:*

- a. Basemap data can be taken offline through Esri content packages and subsequently delivered (transferred) to any device for use exclusively with licensed ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
- b. Basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address

or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
  - d. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics*: These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
  - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
  - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data*: Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
  - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.
  - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the



Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.

- d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
- e. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).
- f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
- g. D&B Data: May not be used for direct mailing or direct marketing purposes.

5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:

- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
- **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those Named Users is permitted.
- **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
- **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by Named Users and to generate revenue from such Value-Added Application.
- **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.

- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
- b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. Limited to 250,000,000 geocodes during the term of the subscription.

8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
- b. Tele Atlas/TomTom data is subject to the terms of use at [http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas\\_use\\_data.pdf](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf).

- c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/i9946-icubed.pdf>.
  - d. D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- a. HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
  - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
  - c. HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
  - d. HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast or through any RDS delivery method.
  - e. HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
  - f. HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

**ADDENDUM 3  
ONLINE SERVICES ADDENDUM  
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

**SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES**

**ARTICLE 1—DEFINITIONS**

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User" means Licensee's employee, agent, consultant or contractor to whom Licensee has assigned a unique, secure named user login credential that enables access to a Product that requires such credential in order to use credential-managed capabilities within a Product for Licensee's exclusive benefit. For educational use, Named Users may include registered students.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

**ARTICLE 2—USE OF ONLINE SERVICES**

**2.1 License to Online Services.** Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been



paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

## **2.2 Provision of Subscription Online Services.** For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

## **2.3 Licensee's Responsibilities.**

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

**2.4 Prohibited Uses of the Online Services.** In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Licensee's Content that is Covered Defense information (CDI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

**2.5 Evaluations.** Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES

NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

**2.6 Modifications of Online Services.** Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

**2.7 Discontinuation or Deprecation of Online Services.** Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

**2.8** If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

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## ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

**3.1 Term of Subscriptions.** The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

**3.2 Subscription Rate Changes.** Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

**3.3 Service Interruption** Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

**3.4 Service Suspension.** Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

**3.5** Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

## ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

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## ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

## ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

**6.1 Online Content.** ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

**6.2 Third-Party Content and Websites.** Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

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<ul style="list-style-type: none"><li>▪ ArcGIS Online (1; 2; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 6</a>)</li><li>▪ Esri Business Analyst Online (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Business Analyst Online Mobile (3; <a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri Community Analyst (3; <a href="#">Addendum 2, Note 1</a>)</li></ul>	<ul style="list-style-type: none"><li>▪ Esri Redistricting Online (<a href="#">Addendum 2, Note 1</a>)</li><li>▪ Esri MapStudio (4; <a href="#">Addendum 2, Note 1</a>; <a href="#">Addendum 2, Note 9</a>)</li><li>▪ Navigator for ArcGIS (Addendum 1, Note 14)</li></ul>
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### **Notes:**

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

### **Additional Terms of Use for Products listed above:**

#### **1. In addition to the common terms of use of Online Services:**

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
  - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
  - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
  - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
  - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
  - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
  - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
  - vii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.
- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
  - i. Licensee is also permitted to
    - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and



- (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
  - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
  - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
  - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
  - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
  - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
    - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
  - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
  - i. Subject to the terms of this License Agreement, Licensee is permitted to
    - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
      - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
  - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
  - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

- h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
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- a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
  - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

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LIMITED USE PROGRAMS  
(E300-4)**

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none"><li>▪ Educational Programs (1)</li><li>▪ Grant Programs (2)</li></ul>	<ul style="list-style-type: none"><li>▪ Home Use Program (3)</li><li>▪ ArcGIS for Personal Use (4)</li><li>▪ Other Esri Limited Use Programs (5)</li></ul>
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**Notes**

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
  - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
  - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
  - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.





**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 # **16003237-00**

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

**Tax Exempt #62-6000369**

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COOK'S AIR CONDITIONING AND HEATING, INC.  
P.O. BOX 701

BLOUNTVILLE, TN 37617

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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	
				16003611	CASEY CUMMINGS	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
06/29/16	007464				43120	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	ORIGINAL			1.00 EACH	3335.00000	3,335.00
	1.5 TON WATER SOURCE HEAT PUMP PER					
	BID (R)					
	43120-999			3,335.00		
002	1.5 TON WATER SOURCE HEAT PUMP PER			1.00 EACH	3335.00000	3,335.00
	BID (L)					
	43120-999			3,335.00		
003	2 TON WATER SOURCE HEAT PUMP (L) PER			1.00 EACH	3500.00000	3,500.00
	BID					
	43120-999			3,500.00		
004	2 TON WATER SOURCE HEAT PUMP			1.00 EACH	3500.00000	3,500.00
	(WVFC1024BJYRT) PER BID					
	43120-999			3,500.00		
005	2 TON WATER SOURCE HEAT PUMP (R) PER			1.00 EACH	3500.00000	3,500.00
	BID					
	43120-999			3,500.00		
006	2.5 TON WATER SOURCE HEAT PUMP (R)			1.00 EACH	3650.00000	3,650.00

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

Authorized Signature

Return to Agenda 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 2016

Page 2

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

Purchase Order # **16003237-00**

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

**Tax Exempt #62-6000369**

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COOK'S AIR CONDITIONING AND HEATING, INC.  
P.O. BOX 701

BLOUNTVILLE, TN 37617

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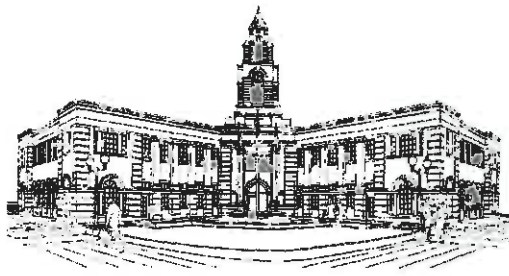
City of Morristown  
400 Dice Street  
ccummings@mymorristown.com  
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number 16003611		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 06/29/16		Vendor Number 007464		Date Required		Interoffice Delivery		Department/Location 43120	
Item#	Description/Part No				Qty/Unit	Cost Each		Extended Price	
007	PER BID 43120-999				3,650.00				
					3.00 EACH	4470.00000		13,410.00	
008	5 TON WATER SOURCE HEAT PUMP (R) PER BID 43120-999				13,410.00				
					1.00 EACH	4470.00000		4,470.00	
009	5 TON WATER SOURCE HEAT PUMP (L) PER BID 43120-999				4,470.00				
					1.00 EACH	9400.00000		9,400.00	
	HONEYWELL 8000 JACE CONTROL UNIT PER BID 43120-999				9,400.00				
						PO Total		48,100.00	

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Authorized Signature

Return to Agenda Date



## Morristown City Council Agenda Item Summary

**Date:** June 28, 2016

**Agenda Item:** Approval of RFP – Morristown College Demolition

**Prepared by:** Joey Barnard

**Subject:** Morristown College Demolition RFP

**Background/History:** The City of Morristown has taken the stance that its citizenry deserves to live in a community whereby its health and welfare are protected. While the City of Morristown understands the importance and historical significance that Morristown College has had upon this community, and the lives that it has impacted, it is time to take action to make this property safe for all. It has been determined that the structures are unfit for human occupancy and pose a threat to the health and welfare of the City's citizenry. Therefore, the City has begun the process of moving forward to raze the structures; remove debris; restore vacant property to grade; and to re-seed to provide adequate coverage.

**Findings/Current Activity:** The RFP was advertised in the *Citizen Tribune* on May 25, 2016 and May 27, 2016. The RFP was posted to the City of Morristown's website. A pre-proposal meeting was held on Thursday, June 2, 2016 at 2:00 p.m., local prevailing time. Based on questions that were presented during the pre-proposal meeting, an addenda was added to the RFP. In addition to providing clarification on questions that were asked, the addenda extended the deadline for submission. The submission deadline was 2:00 PM on Wednesday, June 15, 2016. We received five (5) responses.

**Financial Impact:** It is important to note that the City of Morristown sought a Request for Proposal as opposed to a bid. Based on the various challenges that are presented with this property, it was necessary that the City of Morristown select a contractor not by dollar amount alone, but also qualifications and expertise. The proposal presented from NorthStar Demolition and Remediation, LP, is for an all-inclusive demolition with asbestos abatement and returning the property to green space in the amount of \$707,400. Funds have been appropriated in the 2016-17 budget for this project.

**Action options/Recommendations:** It is staff recommendation to approve Tony Cox, City Administrator to enter into contract negotiations with NorthStar Demolition and Remediation, LP. Upon Mr. Cox's successful negotiations, he is granted the authority to enter into the contract assuming the contract is as presented in the Request for Proposal and upon city attorney concurrence.

**Attachments:** Copy of Ranking Summary

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**CITY OF MORRISTOWN**  
**OFFICE OF FINANCE AND PURCHASING**  
**RFP: MORRISTOWN COLLEGE DEMOLITION**  
**SUMMARY: FIRM RANKINGS**  
**COUNCIL APPROVAL DATE: JUNE 21, 2016**

RANKING	ENTITY
1	NorthStar Demolition
2	D.H. Griffin Wrecking
3	Complete Demolition Services
4	AllStar Construction and Demolition
5	East Tennessee Turf and Landscape

**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of JUNE, 2016, by and between C. ROBAR, LLC herein after 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 TAX MAP 34J,  
GROUP A, PARCEL 102 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book K Page 180, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as PALS SUDDEN SERVICE  
(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:

Company/Corporation/Partnership Name (Seal)

By: Thomas A. Crady  
[Signature]  
(Type Name)

Member - Manager  
(Type Title)

State of Tennessee

County of Sullivan

The foregoing Agreement was acknowledged before me this 14 day of June, 2016.

by Robin Thompson

[Signature]  
Notary Public

My Commission Expires 7-29-19



Approved as to form:

[Signature] 6-30-16  
City Attorney Date





## Memo

To: Mayor and City Council

From: Bill Honeycutt, Fire Chief

Date: June 29, 2016

**RE: Fire Department Promotions**

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Due to a recent retirement within our department, we currently have a vacancy at the rank of **Battalion Chief**.

This memo serves as an official request for the Mayor and Council to appoint an eligible candidate to the position. In doing so, the action of promoting at this level in turn opens other vacancies down the organizational chart; therefore, I'm requesting additional appointments to be made in order to fill those vacancies as they're created. The positions needing appointment at this meeting are as follows: **1) Battalion Chief, 2) Captain, 3) Lieutenant and 4) Driver**. I'll include an updated certified roster for each of the four positions as part of your Council packet.

As a reminder, Civil Service rules allow the appointing authority (Mayor and Council) to consider the top three names for each vacant position; from the top three names, Council may appoint one eligible candidate. **I'm prepared to make a recommendation for each position if Council so desires.**

After appropriate appointments are made, the department will then have a vacancy at **entry level firefighter**; our plan is to request Council action on this position as part of the July 19, 2016 meeting.

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## Fire Department Battalion Chief Roster

Revised on March 8, 2016 to Reflect **Testing**, Promotions and /or Corrections

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	Brian Shepard	31-Jan-18
2	Scott Moshier	31-Jan-18
3	Randy Breeding	31-Jan-18
4	Kevin Jamigan	31-Jan-18
5	Scott Kimbrough	31-Jan-18
6	David Large	31-Jan-17
7	Marty Bryant	31-Jan-18

Civil Service Board

  
Lee Parker, Chairman

3-8-16  
Date

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## Fire Department Captain Roster

Revised on March 8, 2016 to Reflect Testing, Promotions and /or Corrections

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	David Large	31-Jan-17
2	Shane Kyle	31-Jan-18
3	Marty Bryant	31-Jan-18
4	Billy Hale	31-Jan-17
5	Scott Kimbrough	31-Jan-18
6	Chris Covington	31-Jan-17
7	Darrell Hodge	31-Jan-17
8	Anthony Livesay	31-Jan-18
9	Tim Carpenter	31-Jan-18
10	Kevin Jarnigan	31-Jan-18
11	Charles Collins	31-Jan-18

Civil Service Board

  
Lee Parker, Chairman

3-8-16  
Date

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## Fire Department Lieutenant Roster

Revised on March 8, 2016 to Reflect Testing, Promotions and /or Corrections

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	David Hall	31-Jan-18
2	Allen Epps	31-Jan-18
3	Mike Caldwell	31-Jan-18
4	Keith Rouse	31-Jan-18
5	Brian Wallace	31-Jan-18
6	Mark Brewer	31-Jan-18
7	Danny Case	31-Jan-17
8	Doug Lephew	31-Jan-18
9	William McDaniel	31-Jan-18
10	Nathan Atkins	31-Jan-18
11	Doug Allison	31-Jan-18
12	Brandon Williams	31-Jan-18
13	Thomas Evans	31-Jan-18

Civil Service Board

  
Lee Parker, Chairman

3-8-16  
Date

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## Fire Department Driver/Engineer Roster

Revised on March 8, 2016 to Reflect Testing, Promotions and /or Corrections

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	Matthew Brooks	31-Jan-18
2	Jason Felknor	31-Jan-18
3	Mike Simerly	31-Jan-18
4	Branden Snyder	31-Jan-18
5	John Heatherly	31-Jan-18
6	Nathan Best	31-Jan-18
7	Preston Mayes	31-Jan-18
8	Jeramy Shope	31-Jan-18
9	Scott Seal	31-Jan-18
10	Chris Hurst	31-Jan-17
11	Greg Yount	31-Jan-18
12	Lisa Kirkpatrick	31-Jan-17
13	Kevin Brown	31-Jan-18
14	Brian Williams	31-Jan-18

Civil Service Board

  
Lee Parker, Chairman

3-8-16  
Date