

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
APRIL 18, 2017 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Dr. Chris Dotson, Chaplain Unit Coordinator, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
April 4, 2017
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
 1. Ordinance No. 3575
Being an Ordinance of the City Council of Morristown, Tennessee,
Amending Title 15 (Motor Vehicles, Traffic and Parking).
9. **NEW BUSINESS**
- 9-a. **Resolutions**
- 9-b. **Introduction and First Reading of Ordinances**
 1. Ordinance No. _____
Entitled an Ordinance to Annex Certain Territory and to Incorporate
Same within the Corporate Boundaries of the City of Morristown,
Tennessee. Annexation of property located along West Andrew Johnson
Highway having Hamblen County Tax Parcel ID# 032047 07200 with the
Zoning Designation of Single Family Residential District, R-2.
{Public Hearing May 2, 2017}

9-c. Awarding of Bids/Contracts

1. Approval of Change Order #2 to decrease the contract with Stansell Electric by \$82,202.61 (from \$1,286,140.66 to \$1,203,938.05) for the SR-34 ITS Traffic Signal Coordination Project. This change order will adjust the bid quantities to reflect actual quantities installed.
2. Approval of Change Order #2 to decrease the contract with Summers-Taylor, Inc. by \$14,825.58 (from \$524,630 to \$509,806.42) for the Transportation Planning Study of Hospital Access Improvements to the Morristown Medical District Project. This change order will adjust the bid quantities to reflect actual quantities installed.
3. Approval of Change Order #2 to decrease the contract with Stansell Electric by \$2,578.20 (from \$127,634.96 to \$125,056.76) for the Signalization of the intersection of West 1st North St. and Jackson Ave. This change order will adjust the bid quantities to reflect actual quantities installed.
4. Approval of Change Order #1 to decrease the contract with Duracap Asphalt by \$166,258.10 (from \$414,078.16 to \$247,820.06) for the Rehab of East 2nd North St. from Anderson St. to King Ave. This change order will adjust the bid quantities to reflect actual quantities installed.
5. Approval of Change Order #2 to decrease the contract with Stansell Electric by \$22,381 (from \$164,498.78 to \$142,117.78) for the SR-66, West 1st North St. and High St. Signalization Improvements Project. This change order will adjust the bid quantities to reflect actual quantities installed.

9-d. Board/Commission Appointments

9-e. New Issues

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

1. Report from Councilmember Pedigo on Community Cares Task Force.

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

May 2, 2017	(Tuesday)	Municipal Election Day
May 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2017	(Monday) TBD	Sine Die City Council Meeting
May 11, 2017	(Thurs) 7:00 p.m.	City Council Roundtable, Venture Place, Downtown
May 12, 2017	(Friday) 8:30 a.m.	City Administrator's Budget Presentation to City Council
		Foundation Room, Walters State Community College
May 16, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
May 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2017	(Monday)	City Employee's Holiday Memorial Day
June 6, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
June 20, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2017	(Tuesday)	City Employee's Holiday, Independence Day (No City Council Meeting due to Holiday)
July 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
July 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
April 18, 2017 5:00 p.m.

1. LAMTPO LONG RANGE TRANSPORTATION PLAN

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
APRIL 4, 2017**

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, April 4, 2017, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo, absent; Chris Bivens.

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

Councilmember Alvis made a motion to approve the March 21, 2017, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney and Council presented a \$1,000 check to graduating seniors from East and West High Schools, for Project Graduation.

A Public Hearing was held pertaining to Ordinance No. 3574.

Councilmember Smith made a motion to approve Ordinance No. 3574 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3574

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 14, (Zoning and Land Use Control), Chapter 2 (Zoning Chapter) Section 14-209 (One Principal Building on a Lot).

Councilmember Senter made a motion to approve Ordinance No. 3575 on first reading. Councilmember Smith seconded the motion.

During discussion, Councilmember Senter made a motion to amend Section 15-815 (Parking of wide trucks, etc., on streets prohibited) and Section 15-910 (Parking trucks to load or unload freight). Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmembers returned to the main motion to approve Ordinance No. 3575 on first reading, with amendments, and schedule a public hearing relative to final passage of said ordinance for April 18, 2017, and upon roll call; all voted "aye".

Ordinance No. 3575

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 15 (Motor Vehicles, Traffic and Parking) of the Morristown Municipal Code.

Councilmember Garrett made a motion to approve Ordinance No. 3576 on first reading and schedule a public hearing relative to final passage of said ordinance for May 2, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3576

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 18 (Water and Sewers) Chapter 1 (Sewage and Human Excreta Disposal) of the Morristown Municipal Code.

Councilmember Garrett made a motion to approve Ordinance No. 3577 on first reading and schedule a public hearing relative to final passage of said ordinance for May 2, 2017. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3577

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 18 (Water and Sewers) Chapter 3 (Sewer Charges) of the Morristown Municipal Code.

Councilmember Garrett made a motion to approve Ordinance No. 3578 on first reading and schedule a public hearing relative to final passage of said ordinance for May 2, 2017. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3578

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 18 (Water and Sewers) Chapter 4 (Water Pollution Control) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve the Professional Services Agreement between City of Morristown and Lose & Associates, (Project No. 17007-1) to develop a preliminary grading study for Public Works Site in the lump sum fee of \$9,500. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to the approve the Change Order for Farmers Market Phase II in the amount of \$45,000 to remove the fountain and put

up a sign for the Downtown Area. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the sale of property in the East Tennessee Progress Center consisting of 12.8 acres at the price of \$10,000 per acre, in connection to Project Ruby. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Fire Departments promotion of Randy Breeding to Battalion Chief. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Fire Departments promotion of Marty Bryant to Captain. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Fire Departments promotion of Mike Caldwell to Lieutenant. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Fire Departments promotion of Brandon Snyder to Driver/Engineer. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to confirm the disciplinary actions of the Police Department for a K9 Officer. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to confirm the disciplinary actions of the Police Department for a Patrol Officer. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Certificate of Compliance for Bartley Scott Thornton for a retail package store license, store located at 2304 Morningside Drive; DBA the Cork and Keg. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the April 4, 2017, City Council meeting at 5:47 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

ORDINANCE NO. 3575

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 15 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 15 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 15 - MOTOR VEHICLES, TRAFFIC AND PARKING^[1]

Footnotes:

--- (1) ---

Cross reference— Excavations and obstructions in streets, etc., title 16.

CHAPTER 1 – GENERAL REGULATIONS^[2]

Footnotes:

--- (2) ---

State Law reference— Under T.C.A. § 55-10-307, the following offenses are exclusively state offenses and must be tried in a state court having state jurisdiction: driving while intoxicated or drugged; failing to stop after a traffic accident; driving while license is suspended or revoked; drag racing; and possession of five or more grams of methamphetamine while operating a motor vehicle.

Sec. 15-101. – Adoption of state traffic statutes.

By the authority granted under Tennessee Code Annotated §16-18-302, the City is authorized to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute, if and only if the state criminal statute mirrored, duplicated or cross-references is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

Additionally, pursuant to T.C.A. §55-10-307, the City is hereby authorized to adopt, by reference, and does hereby adopt, by reference, the “Rules of the Road,” as codified in T.C.A. §§55-8-101 – 55-8-122; §§55-8-124 – 55-8-131; §§55-8-133 – 55-8-193; and §55-8-199. The City hereby additionally adopts, by reference, T.C.A. §§55-9-601 – 55-9-606; §§55-10-106 – 55-10-114; §55-12-139; and §55-21-108.

Sec. 15-102. - Records of traffic violations.

The police department shall keep a record of all violations of the traffic laws of this city or of the state vehicle laws of which any person has been charged, together with a record of the final disposition of all such alleged offenses. Such record shall be so maintained as to show all types of violations and the total of each. Such record shall accumulate during at least a five-year period, and from that time on the record shall be maintained complete for at least the most recent five-year period.

All forms for records of violations shall be serially numbered. For each month and year a written record shall be kept available to the public showing the disposal of all such forms. All such records and reports shall be public records.

Sec. 15-103. - Driver's records and annual traffic-safety report.

The police department shall maintain a suitable record of all traffic accidents, arrests, convictions, and complaints reported for each driver.

Additionally, the police department shall annually prepare a traffic report containing the following information:

- (1) The number of traffic accidents, the number of persons killed, the number of persons injured, and other pertinent traffic accident data.
- (2) The number of traffic accidents investigated and other pertinent data on the safety activities of the police.

This report shall be furnished to the City traffic team for review.

Sec. 15-104. - Emergency and experimental regulations.

- (a) The city administrator, by and with the approval of the city council, is hereby empowered to make regulations necessary to make effective the provisions of the traffic laws of this city and to make and enforce temporary or experimental regulations to cover emergencies. No such temporary or experimental regulations shall remain in effect for more than 90 days.
- (b) The city administrator, or his designee, may test traffic-control devices under actual conditions of traffic.

Sec. 15-105. - Authority of police and fire department officials.

- (a) It shall be the duty of the officers of the police department or such officers as are assigned by the chief of police to enforce all street traffic laws of this city and all of the state vehicle laws applicable to street traffic in this city.
- (b) Officers of the police department or such officers as are assigned by the chief of police are hereby authorized to direct all traffic by voice, hand, or signal in conformance with traffic laws; provided, that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the

police department may direct traffic as conditions may require, notwithstanding the provisions of the traffic laws.

- (c) Officers of the fire department, when at the scene of a fire, may direct, or assist the police in directing, traffic thereat or in the immediate vicinity.

Sec. 15-106. - Obedience to traffic regulations.

It shall be unlawful for any person to do any act forbidden or fail to perform any act required in this title.

Sec. 15-107. - Obedience to police and fire department officials.

No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer or fire department official.

Sec. 15-108. - Persons propelling pushcarts or riding animals to obey traffic regulations.

Every person propelling any push cart or riding an animal upon a roadway, and every person driving any animal-drawn vehicle, shall be subject to the provisions of this title applicable to the driver of any vehicle, except those provisions of this title which, by their very nature, can have no application.

Sec. 15-109. - Public employees to obey traffic regulations.

The provisions of this title shall apply to the driver of any vehicle owned by or used in the service of the United States Government, any state, or any political subdivision thereof, and it shall be unlawful for any such driver to violate any of the provisions of this title, except as otherwise permitted in this title or by state statute.

Sec. 15-110. - Use of coasters and similar devices restricted.

No person riding in or by means of any coaster, toy vehicle, or similar device shall go upon any roadway, except while crossing a street on a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians.

Sec. 15-111. - Authority to designate one-way streets and alleys.

The city administrator, or his designee, may designate any street, alley, or separate roadway in the city for one-way traffic. Any such designation by the city administrator shall be approved by resolution of the city council. Upon approval of the city council, the city administrator, or his designee, shall erect and maintain signs indicating the direction of travel, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of travel shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

Sec. 15-112. - Authority to restrict direction of movement on streets during certain periods.

The city administrator, or his designee, is hereby authorized to determine and designate streets, parts of streets, or specific lanes thereon upon which vehicular traffic shall proceed in one direction during one period and the opposite direction during another period of the day, and shall place and maintain appropriate markings, signs, barriers, or other devices to give notice thereof. The city administrator, or his designee, may erect signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the roadway. It shall be unlawful for any person to operate any vehicle in violation of such markings, signs, barriers, or other devices so placed in accordance with this section.

Sec. 15-113. - Driving on sidewalks.

The driver of a vehicle shall not drive within any sidewalk area, except at a permanent or temporary driveway.

Sec. 15-114. - Opening and closing vehicle doors in traffic.

No person shall open the door of a vehicle on the side available to moving traffic unless it is reasonably safe to do so, nor shall any person leave a door open on the side of a motor vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

Sec. 15-115. - Boarding or alighting from vehicles in motion.

No person shall board or alight from any vehicle while such vehicle is in motion.

Sec. 15-116. - Unlawful riding.

No person shall ride on any vehicle upon any portion thereof not designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.

Sec. 15-117. - Driving through safety zones prohibited.

No vehicle shall at any time be driven through or within a safety zone.

Sec. 15-118. - Commercial vehicles prohibited from using certain streets.

When signs are erected giving notice thereof, no person shall operate any commercial vehicle exceeding 35,000 pounds gross weight at any time upon any streets designated by the city administrator, or his designee,; provided, that such vehicles may be operated thereon for the purpose of delivering or picking up materials or merchandise, but then only by entering such street at the intersection

nearest the destination of the vehicle and proceeding therefrom no farther than the nearest intersection thereafter.

Sec. 15-119. - Restrictions upon use of streets by certain vehicles.

The city administrator, or his designee, is hereby authorized to determine and designate those heavily-traveled streets upon which shall be prohibited the use of the roadway by motor-driven cycles, bicycles, horse-drawn vehicles, or other non-motorized traffic and shall erect appropriate signs giving notice thereof. When signs are erected giving notice thereof, no person shall disobey the restrictions stated on such signs.

Sec. 15-120. - Designation of crosswalks and establishment of safety zones.

The city administrator, or his designee, is hereby authorized:

- (1) To designate and maintain crosswalks by appropriate devices, marks, or lines upon the surface of the roadway at intersections where, in his opinion, there is particular danger to pedestrians crossing the roadway and at such other places as he may deem necessary.
- (2) To establish safety zones of such kind and character and at such places as he may deem necessary for the protection of pedestrians.

Sec. 15-121. - Traffic lanes.

The city administrator, or his designee, is hereby authorized to mark traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.

Where such traffic lanes have been marked, it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lane except when lawfully passing another vehicle or preparatory to making a lawful turning movement.

CHAPTER 2 - EMERGENCY VEHICLES^[3]

Sec. 15-201. - Following fire apparatus prohibited.

The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than 500 feet or drive into or park such vehicle within the block where fire apparatus has stopped in answer to a fire alarm.

Sec. 15-202. - Crossing fire hose.

No vehicle shall be driven over any unprotected hose of a fire department, when laid down on any street or private driveway to be used at any fire or alarm of fire, without the consent of the fire department official in command.

CHAPTER 3 - TRAFFIC CONTROL DEVICES^[4]

Footnotes:

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Cross reference— Designation of crosswalks and establishment of safety zones, § 15-120; traffic lanes, § 15-121.

Sec. 15-301. - Authority to install.

The city administrator, or his designee, shall place and maintain traffic-control signs, signals, and devices under the traffic laws of this city when they are required to make effective the provisions of such laws, and may place and maintain such additional traffic-control devices as he may deem necessary to regulate traffic under the traffic laws of this city or under state law or to guide or warn traffic.

Sec. 15-302. - Manual and specifications.

All traffic-control signs, signals, and devices shall conform to the Manual on Uniform Traffic-Control Devices for Streets and Highways, latest edition and revisions, published by the U.S. Department of Transportation, Federal Highway Administration and shall, so far as practicable, be uniform as to type and location throughout the city. This section is directory and not mandatory.

Sec. 15-303. - Obedience to official traffic-control devices.

The driver of any vehicle shall obey the instructions of any official traffic-control device applicable thereto placed in accordance with the provisions of this chapter, unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle in this chapter.

Sec. 15-304. - When traffic signs required for enforcement purposes.

No provision of this chapter for which signs are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective even though no signs are erected or in place.

Sec. 15-305. - Automated enforcement.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

(1) *Citations and warning notices* shall include:

- a. The name and address of the registered owner of the vehicle;
- b. The registration plate number of the motor vehicle involved in the violation;
- c. The violation charged;
- d. The location of the violation;
- e. The date and time of the violation;
- f. A copy of the recorded image;
- g. The amount of the civil penalty imposed and the date by which the civil penalty should be paid;
- h. A signed statement by a member of the police department that, based on inspection of recorded images, the motor vehicle was being operated in violation of subsection (c) of this section; and
- i. Information advising the person alleged to be liable under this section:
 1. Of the manner and time in which liability alleged in the citation occurred and that the citation may be contested in the city court; and
 2. Warning that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

(2) *In operation* means operating in good working condition.

(3) *Recorded images* means images recorded by a traffic control photographic system:

- a. On:
 1. A photograph;
 2. A microphotograph;
 3. An electronic image;
 4. Videotape; or
 5. Any other medium; and
- b. At least one image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

- (4) *System location* is the approach to an intersection toward which a photographic, video or electronic camera is directed and is in operation.
- (5) *Traffic control photographic system* is an electronic system consisting of a photographic, video or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic control sign, signal or device, and to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control sign, signal or device.
- (6) *Vehicle owner* is the person identified by the state department of safety as the registered owner of a vehicle.

(b) *General.*

- (1) The city police department or an agent of the department shall administer the traffic control photographic systems and shall maintain a list of system locations where traffic control photographic systems are installed.
- (2) The city shall adopt procedures for the issuance of citations and warnings under this section. A citation or warning alleging that the violation of subsection (c) of this section occurred, sworn to or affirmed by officials or agents of the city, based on inspection of recorded images produced by a traffic control photographic system, shall be evidence of the facts contained therein and shall be admissible in any proceeding alleging a violation under this section. The citation or warning shall be forwarded by first-class mail to the owner's address as given on the motor vehicle registration. Personal service of process on the owner shall not be required.
- (3) Signs to indicate the use of traffic control photographic systems shall be clearly posted.

(c) *Offense.*

- (1) It shall be unlawful for a vehicle to cross the stop line at a system location per section 15-303 (obedience to official traffic-control devices) specified in chapter 3, traffic control devices, section 15-303 (obedience to official traffic-control devices.) The driver of any vehicle shall obey the instructions of any official traffic-control device applicable thereto placed in accordance with the provisions of this chapter, unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle in this chapter, or for a vehicle to violate any other traffic regulation, to include speeding violations as specified in section 15-401 (maximum speed limit generally) specified in chapter 4, speed restrictions of the Code of Ordinances of the city section 15-401, maximum speed limit generally. It shall be unlawful for any person to operate or drive any vehicle upon any highway or street of this city in excess of 30 miles per hour except on certain special highways, bypasses, or similar roads when a different speed limit is posted. The city administrator or his designee, may authorize a greater speed or require a lower speed if appropriate signs are posted. Any

such alteration of speed limits by the city administrator shall be approved by resolution of the city council.

- (2) A person who receives a citation under subsection (c) may:
 - a. Pay the civil penalty, in accordance with instructions on the citation, directly to the city court; or
 - b. Elect to contest the citation for the alleged violation.
- (3) The owner of a vehicle shall be responsible for a violation under this section, except when he can provide evidence that the vehicle was in the care, custody, or control of another person at the time of the violation, as described in subsection (c)(4) of this section, in which circumstance the person who had the care, custody, and control of the vehicle at the time of the violation shall be responsible.
- (4) Notwithstanding subsection (c)(4) of this section, the owner of the vehicle shall not be responsible for the violation if, on the designated court date, he furnishes the city court:
 - a. An affidavit by him stating the name and address of the person or entity who leased, rented, or otherwise had the care, custody, and control of the vehicle at the time of the violation; or
 - b. An affidavit by him stating that, at the time of the violation, the vehicle involved was stolen or was in the care, custody, or control of some person who did not have his permission to use the vehicle.

(d) *Penalty.*

- (1) Any violation of subsection (c) of this section shall subject the responsible person or entity to a civil penalty of not less than \$50.00, without assessment of court costs or fees. Failure to pay the civil penalty or appear in court to contest the citation on the designated date shall subject the responsible person or entity to assessment of court costs and fees as set forth in this chapter and chapter 1, (city court), section 3-108, (litigation tax and collection of court costs) of the Code of Ordinances section 3-108, litigation tax and collection of court costs.

Except as otherwise specifically provided in this Code or other ordinances of the city, there is hereby levied on all actions arising in city court a local litigation tax, in the maximum amount allowed by state law. The proceeds from the taxes herein levied shall accrue to the general fund of the city. Further, the clerk of the city court shall collect costs of court allowable under the laws of this state in the manner and amount as set forth under the provisions of T.C.A. § 8-21-401 et seq.

The city may establish procedures for the trial of civil violators, and the collection of civil penalties and may enforce the penalties by a civil action in the nature of a debt.

- (2) If the person or entity receiving the summons or citation is in violation of this section solely by virtue of ownership of the vehicle and not as a result of the operation of the vehicle, such violation shall not be considered a violation of a law regulating the operation of vehicles on highways and may not be recorded by the police department or the state department of safety on the driving record of the owner of the vehicle. If the person or entity receiving the summons or citation is found by the court to be the responsible person by virtue of operation of the vehicle, even if such person or entity is also the registered owner of such vehicle, such violation shall be recorded by the police department and reported to the department of safety, unless the responsible person is granted a diversion such as defensive driving school, driver education, or improvement course and successfully completed the same and completes all other requirements as ordered by the court.

CHAPTER 4 - SPEED RESTRICTIONS

Sec. 15-401. - Maximum speed limit generally.

It shall be unlawful for any person to operate or drive any vehicle upon any highway or street of this city in excess of 30 miles per hour except on certain special highways, bypasses, or similar roads when a different speed limit is posted. The city administrator, or his designee, may authorize a greater speed or require a lower speed. Any such alteration of speed limits by the city administrator shall be approved by resolution of the city council and the appropriate signs shall then be posted.

Sec. 15-402. - Regulation of speed by traffic signals.

The city administrator, or his designee, is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and shall erect appropriate signs giving notice thereof.

CHAPTER 5 - TURNING MOVEMENTS

Sec. 15-501. - Authority to place and obedience to turning markers.

The city administrator, or his designee, is authorized to place markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections, and such course to be traveled as so indicated may conform to or be other than as prescribed by law, this code, or ordinance of this city.

Sec. 15-502. - Authority to place restricted turn signs.

The city administrator, or his designee, is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right or left turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs, or they may be removed when such turns are permitted.

Sec. 15-503. - Obedience to no-turn signs.

Whenever authorized signs are erected indicating that no right, left, or u-turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

CHAPTER 6 - STOPPING AND YIELDING

Sec. 15-601. - Intersections where stop or yield required.

The city administrator, or his designee, is hereby authorized to determine and designate intersections where particular hazards exist and to determine whether vehicles shall stop at one or more entrances to any such intersection, in which event he shall cause to be erected a stop sign at every such place where a stop is required; or, whether vehicles shall yield the right of way to vehicles on a different street at such yield intersection, in which event he shall cause to be erected a yield sign at every place where obedience thereto is required.

Sec. 15-602. - Stop before entering intersection or crosswalk when traffic obstructed.

No driver shall enter any intersection or marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic control signal indication to proceed.

CHAPTER 7 – BICYCLISTS' AND PEDESTRIANS' RIGHTS AND DUTIES

Sec. 15-701. – Bicyclists' and pedestrians subject to traffic-control signals and laws.

Bicyclists and pedestrians shall be subject to traffic-control signals at intersections, and at all other places, bicyclists and pedestrians shall be accorded the privileges and shall be subject to the restrictions as stated in the applicable T.C.A. sections and adopted herein.

Sec. 15-702. - Prohibited crossings.

- (a) Between adjacent intersections at which traffic-control signals are in operation, pedestrians shall not cross at any place except in a crosswalk.
- (b) No pedestrian shall cross a roadway other than in a crosswalk in any business district.
- (c) No pedestrian shall pass through, around, over, or under any crossing gate or barrier at a railroad grade crossing or bridge which such gate or barrier is closed or is being opened or closed.

CHAPTER 8 - STOPPING, STANDING, AND PARKING GENERALLY^[5]

Footnotes:

--- (5) ---

Charter reference— Off-street parking, §5(24); parking spaces: § 5(34); emergency vehicle parking spaces: § 5(34).

Sec. 15-801. - Standing or parking close to curb.

On one-way streets where the city administrator, or his designee, has placed signs permitting the same, vehicles may be permitted to park on the left side of the street, and in such cases the left wheels shall be required to be within 18 inches of the left edge or curb of the street.

Sec. 15-802. - Angle parking.

The city administrator, or his designee, shall determine upon what streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon any federal-aid or state highway within this city unless the state department of highways has determined that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.

Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street.

On those streets which have been signed or marked by the city administrator for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

Sec. 15-803. - Stopping, standing, or parking prohibited in certain places.

Stopping, standing, or parking prohibited in certain places. No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other

traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

- (1) On a sidewalk.
- (2) In designated fire lanes.
- (3) In front of a public or private driveway.
- (4) Within an intersection.
- (5) Within eight feet of a fire hydrant.
- (6) On a crosswalk.
- (7) Within 20 feet of a crosswalk at an intersection.
- (8) Within 30 feet upon the approach of any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway.
- (9) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless the city administrator indicated a different length by signs or markings.
- (10) Within 25 feet of the nearest rail of a railroad crossing.
- (11) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
- (12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (13) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (14) At any place where official signs prohibit stopping.

Sec. 15-804. - Parking not to obstruct traffic.

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

Sec. 15-805. - Parking in alleys.

No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

Sec. 15-806. - Parking for certain purposes prohibited.

No person shall park a vehicle upon a roadway for the principal purpose of:

- (1) Displaying such vehicle for sale.
- (2) Washing, greasing, or repairing such vehicle except for repairs necessitated by an emergency.

Sec. 15-807. - Parking adjacent to schools.

The city administrator may erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in his opinion, interfere with traffic or create a hazardous situation. When official signs are erected indicating no parking upon either side of a street adjacent to any school property, as authorized in this section, no person shall park a vehicle in any such designated place.

Sec. 15-808. - Parking on narrow, etc., streets.

The city administrator is hereby authorized to erect signs indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon any other street when deemed necessary to expedite the movement of traffic. When official signs prohibiting parking are erected upon streets as authorized in this section, no person shall park a vehicle upon any such street in violation of any such sign.

Sec. 15-809. - Standing or parking on one-way roadways.

In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are erected to permit such standing or parking. The city administrator is authorized to determine when standing or parking may be permitted upon the left-hand side of any such one-way roadway and to erect signs giving notice thereof.

Sec. 15-810. - Stopping, standing, or parking prohibited near hazardous or congested places.

The city administrator is hereby authorized to determine and designate by proper signs areas in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic. When official signs are erected at hazardous or congested places, as authorized in this section, no person shall stop, stand, or park a vehicle in any such designated place.

Sec. 15-811. - Designation of curb loading zones.

The city administrator is hereby authorized to determine the location of passengers and freight curb loading zones and shall place and maintain appropriate signs indicating the same and stating the hours during which the provisions of this section are applicable.

Sec. 15-812. - Parking, etc., in passenger curb loading zone.

No person shall stop, stand, or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger curb loading zone during hours when the regulations applicable to such curb loading zone are effective, and then only for a period not to exceed three minutes.

Sec. 15-813. - Parking, etc., in freight curb loading zone.

- (a) No person shall stop, stand, or park a vehicle for any purpose or length of time, other than for the expeditious unloading and delivery or pick-up and loading of materials, in any place marked as a freight curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed 30 minutes.
- (b) The driver of a passenger vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone.

Sec. 15-814. - Designation of public carrier stops and stands.

The city administrator, or his designee, shall establish stops for public carrier motor vehicles on such public streets in such places and in such number as he shall determine to be of the greatest benefit and convenience to the public. Every such stop shall be designated by the city administrator, or his designee, and by appropriate signs.

Cross reference— Taxicab regulations, title 9, ch. 14.

Sec. 15-815. - Parking of wide trucks, etc., on streets prohibited.

No person shall park any vehicle, wide truck, and/or utility trailer on any street in a manner that creates a safety hazard. In the event that said large vehicle is parked upon the streets, i.e. for the purpose of loading and unloading mowers and completing a mowing project, the operator of said vehicle shall place safety markings, like signs or cones, pursuant to the standards set forth in the Manual of Uniform Traffic Control Devices (latest edition). Additionally, the operator shall ensure that free passage of other vehicles along the streets shall not be obstructed.

Sec. 15-816. - Parking prohibited and/or limited.

The city administrator, or his designee, shall cause the appropriate signs to be posted giving notice of any time when the parking time is limited or prohibited on designated streets. With that being said, operators of vehicles have a duty to observe other and more restrictive provisions, traffic conditions, and directions of a

police officer or official traffic-control devices concerning the stopping, standing, or parking of vehicles.

CHAPTER 9 - PARKING METERS

Sec. 15-901. - Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Operator means any individual who shall operate a vehicle as the owner thereof or as agent, employee, or permittee of the owner.

Street means any public street, avenue, road, boulevard, highway, or other public place located in the city and established for the use of vehicles.

Vehicle means any device in, upon, or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

Sec. 15-902. - Authority of city administrator over meters and meter locations generally.

The city administrator, or his designee, shall provide for the installation, regulation, control, operation, and use of the parking meters provided for in this chapter and shall maintain such meters in good working condition. The city administrator, or his designee, shall also designate the places and points on the streets for the erection and location of parking meters, parking meter spaces, and the time limitations, and shall have the right to direct the meters removal or relocation at any time.

Sec. 15-903. - Contracts for purchase, maintenance, etc., of meters.

The city administrator is hereby invested with power and authority, with the mayor, to enter into a contract, after approval of the terms and conditions thereof by the city council, for the purchase and installation of parking meters, to be provided for solely from the receipts, funds, and revenue obtained from the operation of such parking meters, without in any manner obligating the city to pay for the same from any other source. The mayor and city administrator are further authorized and empowered to enter into contracts, after approval of the terms and conditions thereof by the city council, for such protection and maintenance of such parking meters as may be necessary to maintain the same in good operating condition, and to pay for such parts, protection, and maintenance exclusively from the receipts, funds, and revenues received from the operation of such parking meters.

Sec. 15-904. - Purpose of parking meter fees.

The monetary amount required to be deposited in parking meters, as provided in this chapter, is hereby levied and assessed as the fees to provide for the proper regulation and control of traffic upon the public streets, the costs of supervision and regulating the parking of vehicles in the parking meter zones created hereby, and to cover the cost of purchase, supervision, protection, inspection, installation, operation, maintenance, control, and use of parking meters.

Sec. 15-905. - Marking of meter spaces; parking vehicles within meter spaces.

The city administrator or his designee, shall have lines or markings painted or placed upon the curb or upon the street adjacent to each parking meter for the purpose of designating the parking space for which each parking meter is to be used. Each vehicle parked adjacent or next to any parking meter shall park within the line or marking so established. It shall be unlawful to park any vehicle across any such line or marking or to park such vehicle in such position that the same shall not be entirely in the area so designated by such lines or markings.

Sec. 15-906. - Vehicles to be parked with foremost part of vehicle near meters.

When a parking space in any parking meter zone is parallel with the adjacent curb or sidewalk or is diagonal to the curb or sidewalk, any vehicle parked in such parking space shall be parked so that the foremost part of such vehicle shall be nearest to the parking meter.

Sec. 15-907. - Deposit of money in meters.

When any vehicle shall be parked in any space adjacent to which a parking meter is located in accordance with the provisions of this chapter, the operator of the vehicle shall, upon entering such parking space, immediately deposit or cause to be deposited the requisite monetary amount in such parking meter. Failure to deposit such monetary amount shall constitute a violation of this section.

Sec. 15-908. - Lawful occupation of meter spaces; overtime parking.

Upon the deposit of the requisite monetary amount and placing a parking meter in operation, the parking space adjacent to such meter may be lawfully occupied by such vehicle during the period of parking time which has been prescribed for the part of the street in which such parking space is located. If such vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such parking, the parking meter shall by its dial and pointer indicate such illegal parking, and such vehicle shall be considered as parked overtime and beyond the period of legal parking, and the parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such meter is located, shall be in violation of this section.

Sec. 15-909. - Permitting vehicles to be parked overtime or where time on meter has expired.

It shall be unlawful for any person to cause, allow, permit, or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established for any parking meter zone.

It shall be unlawful for any person to permit a vehicle to remain or be placed in any parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space.

Sec. 15-910. - Parking trucks to load or unload freight.

None of the requirements of this chapter shall apply to trucks of any common carrier while stopping to load or unload freight in front of any building that has no adequate entrance other than a front entrance, nor to trucks owned by the occupants of any such building while unloading freight thereto. However, said stops for loading and unloading must not impede or block traffic or create any safety hazard. The operator(s) of these trucks shall place safety markings, like signs or cones, pursuant to the standards set forth in the Manual of Uniform Traffic Control Devices (latest edition).

Sec. 15-911. - Injury, destruction of, tampering with, etc. parking meters.

It shall be unlawful for any person to deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter installed under the provisions of this chapter. It shall also be unlawful for any person to deposit or cause to be deposited any fake, counterfeit, or an invalid monetary amount into the parking meter.

Sec. 15-912. - Investigation of violations and penalties.

It shall be the duty of the police officers of the city to investigate and enforce all violations of this chapter. Such violations shall be subject to the general penalty clause of the City.

CHAPTER 10 - ACCIDENTS

Sec. 15-1001. - Investigation by police department.

It shall be the duty of the police department to investigate traffic accidents and to arrest and to assist in the prosecution of those persons charged with violations of law causing or contributing to such accidents.

Sec. 15-1002. - Traffic accident studies.

Whenever the accidents at any particular location become numerous, the police department shall conduct studies of such accidents and determine remedial measures.

Sec. 15-1003. - Traffic accident reports.

The police department shall maintain a suitable system of filing traffic accident reports.

CHAPTER 11 - RAILROADS^[7]

Footnotes:

--- (7) ---

Charter reference— Railroads—construction of bridges, overpasses, etc., § 5(32); railroads—watchmen or signals at crossings, § 5(33).

Cross reference—Obedience of pedestrians to railroad signals, § 15-702.

Sec. 15-1101. - Maintenance of crossings.

All railroad companies operating trains across the streets of the city shall lay and keep in good repair the pavement at all such street crossings. The surface of such pavement shall be on a level with the top of the rails of the tracks, and shall be laid between the rails and for a width of at least one foot on the outside of each outside rail of such tracks. The whole shall be laid so as to make a smooth and even surface. When two or more tracks are closer together than 20 feet, pavement shall be laid in the space between each track.

CHAPTER 12 - PROCEDURE FOR TRAFFIC AND PARKING VIOLATIONS^[8]

Footnotes:

--- (8) ---

Cross reference— Storing wrecked or abandoned vehicles on streets prohibited, § 16-121.

Sec. 15-1201. - Illegal cancellation or alteration of traffic citations.

It shall be unlawful for any person to cancel or solicit the cancellation of any traffic citation in any manner other than as provided by this chapter. It shall be unlawful and shall be considered official misconduct for any member of the police

department or other officer or public employee to dispose of, alter, or deface a traffic citation or any copy thereof, or the record of the issuance or disposition of any traffic citation, complaint or warrant, in a manner other than as required in this chapter.

Sec. 15-1202. - Audit of records.

Every record of traffic citations issued therefor required in this title shall be audited annually during the City audit. Said audit shall be a public record.

Sec. 15-1203. - Citation on illegally parked vehicle.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by any provision of this code or other ordinance of this city or by state law, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation.

Sec. 15-1204. - Presumption in reference to illegal parking.

In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred. Such presumption shall apply only when the procedure prescribed in section 15-1307 has been followed.

Sec. 15-1205. - Disposition of traffic fines, fees and forfeitures.

All fines, fees or forfeitures collected upon conviction of any person charged with a violation of any of the provisions of this title shall be paid into the general fund of the city.

Sec. 15-1206. - Impoundment of vehicles.

Members of the police department are hereby authorized to impound vehicles pursuant to state law and City Police Department policy.

CHAPTER 13 - REGISTRATION AND LICENSING OF VEHICLES^[9]

Footnotes:

--- (9) ---

Editor's note— Ord. No. 3516, adopted March 17, 2015, repealed ch. 14 in its entirety, and enacted new provisions to read as herein set out. Former ch. 14, §§ 15-401—15-408, pertained to similar subject matter, and derived from the 1979 Code, §§ 9-1301—9-1308.

Sec. 15-1301. - Applicability of chapter.

The provisions of this chapter shall apply to those persons owning or operating vehicles within the city.

Sec. 15-1302. - Registration of vehicles.

All owners or operators of vehicles to which this chapter is applicable shall register such vehicles in compliance with the registration and licensing of motor vehicles laws codified in T.C.A. title 55, ch. 4. It shall be a municipal offense and a violation of this city ordinance to own or operate a vehicle without the proper registration.”

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

PASSED ON FIRST READING THIS THE 4TH DAY OF APRIL, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 18TH DAY OF APRIL, 2017.

MAYOR

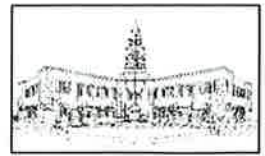
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



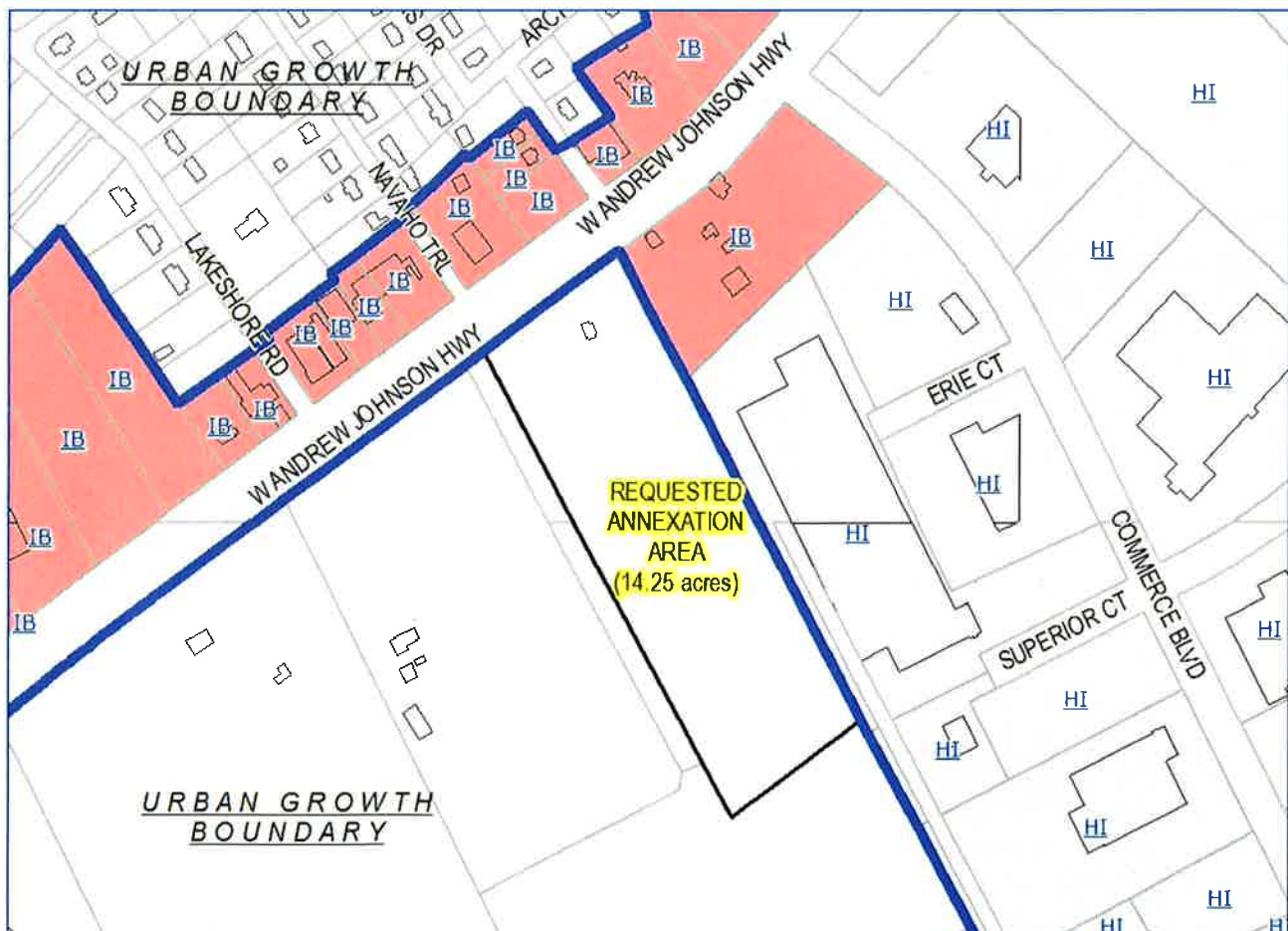
TO: Morristown City Council
FROM: Lori Matthews, Senior Planner *LM*
DATE: April 18th, 2017
SUBJECT: Annexation Request

BACKGROUND:

This is a request from Mr. Phillip Carlyle for property he owns located along W. Andrew Johnson Highway just west of Commerce Drive and MAID. (Morristown Airport Industrial District) The parcel, (Hamblen County Tax ID # 032047 07200), is 14+/-acres in size and predominantly vacant. Zoned agriculturally (A-1) by Hamblen County, it is within the City of Morristown Urban Growth Boundary Region.

Mr. Carlyle has requested the City of Morristown annex the above described property into its corporate limits with a zoning designation of R-2 (Medium Residential Density) which would allow for either single or multi-family development. The applicant's request letter (attached to this memo) anticipates future use of the subject property as well as the easterly adjoining property (already in the City limits) will be for either single family or multi-family use.

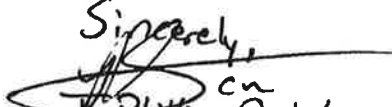
A Plan of Services has been attached to this memorandum which includes utility servicing and standard City services. No additional Fire or Police personnel will be required at the time of incorporation. No streets or public right of way's are included with this annexation request. Water service will be provided by Alpha Talbott Utilities; all other utilities (sanitary sewer / fibernet / electrical) will be provided by Morristown Utilities Commission.



2-28-17

To Whom It May Concern,

Please accept this letter of request for the annexation of my property located at 6663 + 6655 A.V. Hwy. This property is on the corner of A.V. Hwy & Commerce in two tracts consisting of 20.1 +/- acres. I do not have any plans for it at this time but hope to within the next 12-18 months. I would like to request R-2 Zoning. Thank you for your time.

Sincerely,

R. Phillip Carlyle, cm
P & C Holdings



PLANNING COMMISSION:

At the regular April 11th 2017 meeting, the Regional Planning Commission voted unanimously to approve the Plan of Services and to forward the annexation as submitted to City Council for approval.

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

Annexation of property located along West Andrew Johnson Highway having Hamblen County Tax Parcel ID# 032047 07200 with the Zoning Designation of Single Family Residential District, R-2;

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

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

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

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

Said property being located along the southern rights-of-way of West Andrew Johnson Highway (State Route 11E) approximately 600 feet west of its intersection with Commerce Boulevard, said property being within the Urban Growth Boundary Region to include 14.5+/- acres of land as described in Deedbook 319, page 438 (Exhibit A) and shown on the attached map (Exhibit B),

(2) Single family residential zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 18th DAY OF APRIL, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 2ND DAY OF MAY,
2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG NORTH BELLWOOD
ROAD WITHIN THE CITY'S URBAN GROWTH BOUNDARY.**

PLAN OF SERVICES

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID# 032047 07200, which includes 14.5+/- acres as shown in Deedbook 319, page 438 (as attached to this document), approximately 600 feet west of the intersection of Commerce Boulevard with West Andrew Johnson Highway.

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Alpha-Talbott Utility Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Alpha-Talbott Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Alpha-Talbott Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning

Commission recommended the zoning designation of R-2, Medium Residential Density.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

PASSED THIS THE 2ND DAY OF MAY, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ASSESSOR OF PROPERTY
Jim R. Phillips
 DIST. 5 MAP 47 GR PCL 72

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, we, the undersigned, SAID MUBARAK and wife, MARIAM S. MUBARAK, have this day bargained and sold, and by these presents do hereby bargain, sell, grant, transfer and convey unto TED R. HARRELL and wife, VIRGINIA S. HARRELL, as tenants by the entirety, their heirs and assigns, the following described real estate, situate in the Second Civil District of Hamblen County, Tennessee, and being more particularly described as follows:

BEGINNING at a concrete monument in the southern margin of U. S. Highway 11-E, corner with Graham; thence with the line of Graham South 23° 00' East 1414.27 feet to a post; thence South 58° 11' West 448.74 feet to a post, corner with City of Morristown Industrial Park Property; thence with the line of the Industrial Park and continuing along the line of Ted Harrell North 23° 09' West 1422.12 feet to a concrete monument in the southern margin of U. S. Highway 11-E; thence South 57° 06' West 446.25 feet to the point of BEGINNING, containing 14.37 acres, more or less, according to survey prepared by Murrell Weems, Surveyor, dated February 13, 1979.

BEING the same real estate conveyed to Said Mubarak and wife, Mariam S. Mubarak, by deed from Earl F. Morgan and wife, Evelyn S. Morgan, dated October 24, 1980, and of record in the Register's Office for Hamblen County, Tennessee in Warranty Deed Book 307, Page 663.

TO HAVE AND TO HOLD unto the said TED R. HARRELL and wife, VIRGINIA S. HARRELL, as tenants by the entirety, their heirs and assigns, the above described real estate, together with all the hereditaments and appurtenances thereunto belonging, as an estate in fee simple forever.

AND WE DO COVENANT with the said TED R. HARRELL and wife, VIRGINIA S. HARRELL, their heirs and assigns, that we are lawfully seized and possessed of the subject real estate; that we have a good and lawful right to sell and convey the same; that the same is unencumbered, except as herein set out; and that we will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

PREPARATION OF THIS DEED DOES NOT
 IMPLY ANY REPRESENTATION CONCERNING
 THE TITLE TO THE DESCRIBED REALTY.

Capps, Foutch & Cantwell

HAMILTON BANK BUILDING MORRISTOWN, TENNESSEE

Book W319 Page 438

FAILURE TO PROMPTLY RECORD THIS
 INSTRUMENT IN THE COUNTY REGISTER'S
 OFFICE MAY JEOPARDIZE YOUR RIGHTS.

This Instrument Was Prepared By:
 CAPPS, FOUTCH & CANTWELL
 ATTORNEYS AT LAW
 HAMILTON BANK BUILDING
 MORRISTOWN, TENNESSEE

Return to Agenda

This the 27th day of September, 1982.

Said Mubarak
SAID MUBARAK

Mariam S. Mubarak
MARIAM S. MUBARAK

STATE OF TENNESSEE

COUNTY OF HAMBLIN

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, SAID MUBARAK and wife, MARIAM S. MUBARAK, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained and expressed.

WITNESS my hand and official seal this the 27th day of September, 1982.

Bruce Danell
NOTARY PUBLIC
My commission expires: 4-24-85

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property transferred, which ever is greater, is \$ 57,750.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Bruce Danell
AFFIANT

Sworn to and Subscribed before me this the 27 day of September, 1982.

James C. Campbell
NOTARY PUBLIC

My commission expires: 7-30-85

Person or agency responsible for payment of real property taxes:

NAME

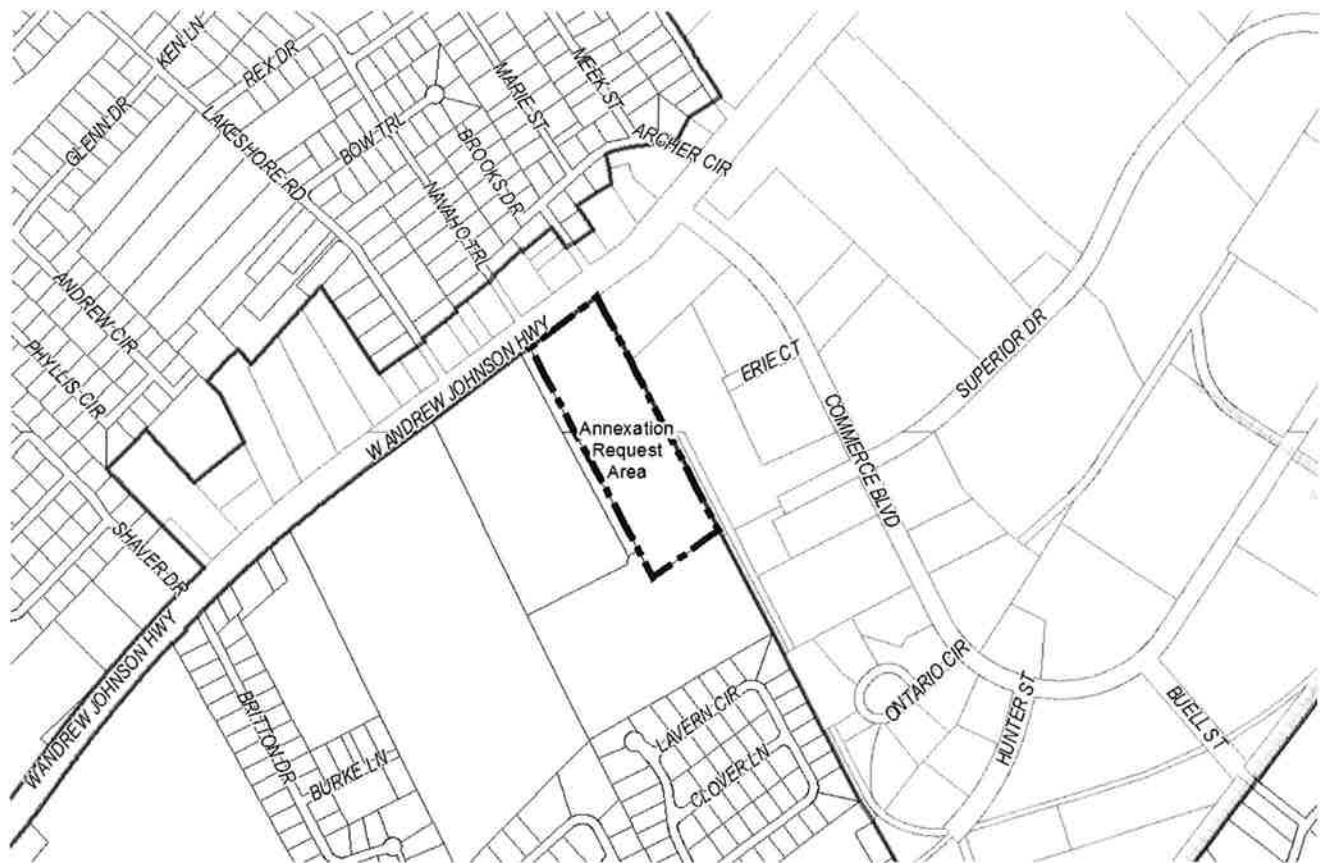
ADDRESS

TED R. HARREL

R-3 - Box 285 - Talbott, TN.
37877

STATE OF TENNESSEE-HAMBLIN COUNTY
RECEIVED FOR RECORD THE 6th DAY OF October 19 82
AT 10:50A M. NOTED IN NOTE BOOK M PAGE 43
AND RECORDED IN War BOOK 319 PAGE 438
STATE TAX \$ 150.15 REC'D FEE 6.00 REG. FEE .50 TOTAL 156.65
RECEIPT NO. 5334 Mary H. Hays REGISTERED

EXHIBIT B -



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

Project Title/Termini: SR 34 ITS Signal Coordination Project
 Owner: City of Morristown, TN PIN: 115610
 Address: 400 Dice Street State Project No.: 32LPLM-F3-024
Morristown, TN 37813 Federal Project No.: STP-M-34(78)
 Date Prepared: 1/27/2017 Contract No.: 110074
 County: Hamblen

Whereas, we Stansell Electric Company, Inc. with Hanover Insurance Company, as a Surety, entered into a contract with City of Morristown, on 02/05/2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Balance the dollar amount in order to close out contract. The total amount is a credit to contract sum of \$59,786.95. Credit amount

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

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

Original contraction Completion Time: 270 days (Date: November 2, 2015)

Approved Change Orders: 22,415.66

Current Change Order: (82,202.61)

Contract Completion Time with Change Orders: 481 days (Date: 05/31/2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
	Final Est. Attached					\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$1,263,725.00

Current Change Order: \$(82,202.61)

Approved Change Orders: \$22,415.66

Pending Change Orders: \$0.00

Total Change Orders to Date: \$(59,786.95)

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

Project Title/Termini:	SR 34 ITS Signal Coordination Project		
Owner:	City of Morristown, TN	PIN:	115610
Address:	400 Dice Street	State Project No.:	32LPLM-F3-024
	Morristown, TN 37813	Federal Project No.:	STP-M-34(78)
Date Prepared:	1/27/2017	Contract No.:	110074
		County:	Hamblen

Now, Therefore, We, Stansell Electric Company, Inc., Contractors, and Hanover Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  SSR CEI 1-27-17
Engineer/CEI Date

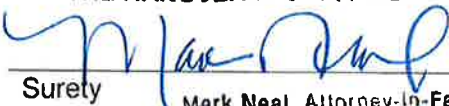
**Approved for
Eligibility:**

By: _____
Local Programs Planner Date

Approved By:

By:  2/2/17
Contractor Date

THE HANOVER INSURANCE COMPANY

By:  2/6/17
Surety Date
Mark Neal, Attorney-in-Fact

By: _____
Owner Date

RECEIVED

6/14/16

STANSELL ELECTRIC # 15362111

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA DOCUMENT G702 STYLE FORMAT

MAY 9 2016

PAGE 1 OF 4 PAGES

TO:

CITY OF MORRISTOWN
c/o SMITH, SECKMAN, REID, INC.
144 MARKET PLACE BLVD
KNOXVILLE, TN 37922

PROJECT:

State Route 34 ITS Traffic Signal Coordination Project
Federal Project No.: STP-M-34(028)
State Project No.: 32LPLM-F3-022
PIN: 115610.00

Smith Seckman Reid

APPLICATION NO.: Eleven (11)

APPROVED ACCOUNT CODE

PERIOD TO: 4/30/2016
PROJECT NOS.: 32LPLM-F3-024
CONTRACT DATE: 12/02/14

FROM: STANSELL ELECTRIC CO., INC.

860 VISCO DRIVE
NASHVILLE, TN. 37210-2150

Date 06/07/2016

Signature

Public Works Director: Paul E. Brown

DISTRIBUTION TO:

OWNER
ENGINEER

CONTRACTOR'S APPLICATION FOR PAYMENT:

ORIGINAL CONTRACT SUM	\$ 1,263,725.00
Net change by Change Orders	22,415.66
CONTRACT SUM TO DATE	\$ 1,286,140.66
TOTAL COMPLETED & STORED TO DATE	\$ 1,203,938.05
RETAINAGE (0%)	\$ 1,203,938.05
TOTAL EARNED LESS RETAINAGE	1,198,574.05
LESS PREVIOUS CERTIFICATES FOR PAYMENT	
CURRENT PAYMENT DUE	\$ 5,364.00

CHANGE ORDER SUMMARY:

C/O # 1	DATED 2/22/2016	\$ 22,415.66
C/O # 2		\$ -
C/O # 3		\$ -
C/O # 4		\$ -
C/O # 5		\$ -
NET CHANGE BY CHANGE ORDERS		\$ 22,415.66

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: STANSELL ELECTRIC CO., INC.

OK - Paul
110-43300-
958-1131
6/6/16

BY: Paul E. Brown
TITLE: Project Mgr
STATE OF: Tennessee
COUNTY OF: Davidson

DATE: 5/16/16

Subscribed and sworn to before me this 4th day of May, 2016

Notary Public:

My commission expires: 3/10/19



In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Owners Representative: Paul E. Brown

DATE: 5-16-16

Title: Paul E. Brown

This Certificate is not negotiable. It is payable only to the Contractor named herein. The issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

To: City of Morristown
c/o Smith, Seckman, & Reid, Inc.
Attn: Mr. Ken Hawkins
2995 Sidco Drive
Nashville, TN 37204

Job Description:
State Route 34 ITS Traffic Signal Coordination Project
Federal Project No.: STP-M-34 (79)
State Project No.: 32PLM-F3-024
PIN: 115610.00

S.E.C. Invoice # 15362111
Invoice Date: 4/30/2016
Application # Eleven (11)

From: Stansell Electric Co., Inc.

Item No.	Description	Contract Quantity	Current Quantity	Previous Quantities	Total Quantities To Date	U/M	Unit Price	Total Complete To Date	Current \$ Installed
202-08-10	REMOVAL OF CURB	200.00	-	175.00	175.00	LF	9.10	1,592.50	-
202-03	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	420.00	-	373.00	373.00	SY	5.30	1,976.90	-
203-01	BORROW EXCAVATION (SELECT MATERIAL)	92.00	-	-	-	CY	33.00	-	-
203-03-01	SANDBAGS	20.00	-	-	-	CY	48.00	-	-
209-09-01	CURB INLET PROTECTION (TYPE 2)	130.00	-	-	-	BAG	13.00	-	-
407-02-14	ASPHALT PAVEMENT REPAIR	15.00	-	-	-	EA	335.00	-	-
415-01-02	COLD PLANNING BITUMINOUS PAVEMENT	70.00	-	70.00	70.00	SY	383.00	26,810.00	-
407-20-05	SAW CUTTING PAVEMENT	290.00	-	290.00	290.00	SY	67.00	19,430.00	-
411-01-11	ASC MIX (PG64-22) GRADING E RDWY	1,840.00	-	1,840.00	1,840.00	LF	6.10	11,224.00	-
701-01-01	CONCRETE SIDEWALK (4")	23.00	-	21.83	21.83	TON	961.00	20,978.63	-
701-01-04	CAST-IN-PLACE TACTILE WARNING SYSTEM	4,690.00	-	6,237.50	6,237.50	SF	9.10	56,761.25	-
701-02-01	CONCRETE HANDICAP RAMP (RETROFIT)	5.00	-	5.00	5.00	EA	1,901.00	9,505.00	-
701-02-03	CONCRETE HANDICAP RAMP	229.00	-	156.00	156.00	CY	532.00	79,800.00	-
702-01	CONCRETE CURB	13.00	-	16.00	16.00	CY	532.00	8,512.00	-
702-03	CONCRETE COMBINED CURB & GUTTER	15.00	-	11.00	11.00	CY	1,369.00	15,059.00	-
712-01	TRAFFIC CONTROL	1.00	-	6.00	6.00	CY	335.00	2,010.00	-
713-15-35	REMOVE SIGN SUPPORT & FOOTING	1.00	-	1.00	1.00	LS	45,116.00	45,116.00	-
713-16-20	SIGNS (D3-1)	11.00	2.00	10.00	12.00	EA	55.00	780.00	130.00
713-16-21	SIGNS (R10-12)	6.00	-	6.00	6.00	EA	513.00	3,078.00	-
713-16-22	SIGNS (W11-2)	5.00	-	4.00	4.00	EA	267.00	1,068.00	-
713-16-23	SIGNS (BLIND PEDESTRIAN CROSSING)"	6.00	-	6.00	6.00	EA	274.00	1,644.00	-
713-16-24	SIGNS (R10-6A)	6.00	-	6.00	6.00	EA	78.00	468.00	-
713-16-25	SIGNS (R8-8)	2.00	-	2.00	2.00	EA	285.00	570.00	-
713-16-26	SIGNS (W23-2)	1.00	-	1.00	1.00	EA	255.00	255.00	-
713-16-28	SIGNS (W10-1)	4.00	-	4.00	4.00	EA	327.00	1,308.00	-
713-16-29	SIGNS (W10-2(L))	1.00	-	1.00	1.00	EA	411.00	411.00	-
716-02-03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	1.00	-	1.00	1.00	EA	327.00	327.00	-
716-02-05	PLASTIC PAVEMENT MARKING (STOP LINE)	1,720.00	-	1,459.00	1,459.00	LF	13.00	18,967.00	-
716-02-06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	780.00	-	618.00	618.00	LF	16.00	9,888.00	-
716-02-09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	11.00	-	12.00	13.00	EA	198.00	2,574.00	-
716-03-02	PLASTIC WORD PAVEMENT MARKING (RXR)	900.00	13.00	606.00	619.00	LF	23.00	14,237.00	299.00
716-04-01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	2.00	-	2.00	2.00	EA	594.00	1,188.00	-
716-08-01	REMOVAL OF PAVEMENT MARKING (LINE)	4.00	-	4.00	4.00	EA	297.00	1,188.00	-
716-08-03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	1,060.00	-	1,616.00	1,616.00	LF	1.30	2,100.80	-
716-08-05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	1,390.00	-	1,213.00	1,213.00	LF	10.00	12,130.00	-
716-08-13	REMOVAL OF WORD PAVEMENT MARKINGS (RXR)	600.00	-	240.00	240.00	LF	9.60	2,304.00	-
716-13-01	SPRAY THERMO P.M. (60 ml 4IN)	1.00	-	1.00	1.00	EA	462.00	462.00	-
717-01	MOBILIZATION	1.00	-	0.867	0.867	LMI	4,600.00	4,080.20	-
725-25-01	COMMUNICATIONS CONNECTION (MUS)	1.00	-	1.00	1.00	LS	110,200.00	110,200.00	-
725-25-02	ETHERNET SWITCH (FIELD LAYER 2)	1.00	-	1.00	1.00	LS	24,000.00	24,000.00	-
		24.00	-	24.00	24.00	EA	2,019.00	48,456.00	-

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Frank E. Neal, Frank E. Neal, III, Mark Neal, Brent W. Neal, Michael B. Mattox and/or Gayle Graves

of Nashville, TN and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of February 2012.



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 1st day of February 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of February 2017

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President

To: City of Morristown
c/o Smith, Seckman, & Reid, Inc.
Attn: Mr. Ken Hawkins
2995 Slideco Drive
Nashville, TN 37204

Job Description: State Route 34 ITS Traffic Signal Coordination Project
Federal Project No.: STP-M-34 (79)
State Project No.: 32LPLM-F3-024
PIN: 115610.00

S.E.C. Invoice # 15362111
Invoice Date: 4/30/2016
Application # Eleven (11)

From: Stanseil Electric Co., Inc.

Item No.	Description	Contract	Current	Previous	Total		Unit	Price	Total	
		Quantity	Quantity	Quantities	To Date	U/M			To Date	Current \$ Installed
725-25.03	ETHERNET SWITCH (TOC LAYER 3)	1.00	-	1.00	1.00	EA	21,694.00		21,694.00	*
725-25.04	CENTRAL SOFTWARE (TOC)	1.00	-	1.00	1.00	LS	109,440.00		109,440.00	*
725-25.05	CENTRAL SERVER (TOC)	1.00	-	1.00	1.00	LS	44,446.00		44,446.00	*
725-25.06	TOC INTEGRATION SUPPORT	1.00	-	1.00	1.00	LS	44,911.00		44,911.00	*
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	1.00	-	1.00	1.00	LS	5,864.00		5,864.00	*
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	5.00	-	5.00	5.00	EA	790.00		3,950.00	*
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	3.00	-	2.00	3.00	EA	1,362.00		4,086.00	*
730-02.30	SIGNAL HEAD ASSEMBLY (130 A3 WITH BACKPLATE)	4.00	-	-	4.00	EA	792.00		3,168.00	*
730-02.41	SIGNAL HEAD MODIFICATION (INSTALL BACKPLATE)	54.00	-	56.00	56.00	EA	314.00		17,584.00	*
730-02.42	SIGNAL HEAD MODIFICATION (CONCEAL SIGNAL INDICATION)	6.00	-	6.00	6.00	EA	214.00		1,284.00	*
730-03.21	INSTALL PULL BOX (TYPE B)	10.00	-	11.00	11.00	EA	433.00		4,763.00	*
730-05.02	SERVICE CABLE (2 CONDUCTOR #8 AWG)	60.00	-	25.00	25.00	LF	1.80		45.00	*
730-05.04	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION	1.00	-	1.00	1.00	EA	1,755.00		1,755.00	*
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	2,770.00	-	2,705.00	2,705.00	LF	1.00		2,705.00	*
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	6,890.00	-	6,430.00	6,430.00	LF	1.20		7,716.00	*
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	5,130.00	-	5,450.00	5,450.00	LF	1.40		7,630.00	*
730-09.01	SPAN WIRE ASSEMBLY (22300 LBS. MIN BRK STRENGTH)	290.00	-	255.00	255.00	LF	4.00		1,020.00	*
730-10.01	TETHER WIRE ASSEMBLY - 1/4 DIAMETER*	7,060.00	-	6,340.00	6,340.00	LF	4.30		27,262.00	*
730-11.10	RISER ASSEMBLY (2")	5.00	-	14.00	14.00	EA	350.00		4,900.00	*
730-11.11	RISER ASSEMBLY (3")	3.00	-	2.00	2.00	EA	759.00		1,518.00	*
730-12.02	CONDUIT 2 DIAMETER (PVC)*	760.00	-	527.00	527.00	LF	12.00		6,324.00	*
730-12.03	CONDUIT 3 DIAMETER (PVC)*	80.00	-	50.00	50.00	LF	23.00		1,150.00	*
730-12.08	CONDUIT 2 DIAMETER (RGS)*	30.00	-	-	-	LF	27.00		-	*
730-12.09	CONDUIT 3 DIAMETER (RGS)*	30.00	-	-	-	LF	32.00		-	*
730-12.13	CONDUIT 2 DIAMETER (JACK AND BORE)*	340.00	-	340.00	340.00	LF	35.00		11,900.00	*
730-12.14	CONDUIT 3 DIAMETER (JACK AND BORE)*	100.00	-	-	-	LF	40.00		-	*
730-13.08	VEHICLE DETECTOR (NONINTRUSIVE RADAR DETECTION)	1.00	-	1.00	1.00	EA	9,657.00		9,657.00	*
730-14.01	SHIELDED DETECTOR CABLE	1,240.00	-	1,340.00	1,340.00	LF	1.00		1,340.00	*
730-14.02	SAW SLOT	790.00	-	692.00	692.00	LF	3.60		2,491.20	*
730-14.03	LOOP WIRE	1,580.00	-	1,697.00	1,697.00	LF	0.65		1,103.95	*
730-15.11	MODIFY CABINET	17.00	-	18.00	18.00	EA	994.00		17,692.00	*
730-15.07	CABINET (EIGHT PHASE BASE MOUNTED - EAST MORRIS / MOI	1.00	-	1.00	1.00	EA	15,856.00		15,856.00	*
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	24.00	-	24.00	24.00	EA	4,502.00		108,048.00	*
730-16.20	TESTING EQUIPMENT	1.00	-	1.00	1.00	LS	23,770.00		23,770.00	*
730-21.10	WOOD POLE (CLASS 3 35' LENGTH)	2.00	-	2.00	2.00	EA	1,099.00		2,198.00	*
730-22.02	GUINING DEVICE (ANGLE ANCHOR)	18.00	-	20.00	21.00	EA	405.00		8,505.00	*
730-22.03	GUINING DEVICE (VERTICAL ANCHOR)	4.00	-	5.00	5.00	EA	547.00		2,735.00	*
730-23.01	STEEL STRAIN POLE (SIGNAL SUPPORT)	2.00	-	2.00	2.00	EA	10,163.00		20,326.00	*
730-23.30	PEDESTAL POLE (PEDESTRIAN)	21.00	-	23.00	23.00	EA	1,021.00		23,463.00	*
730-26.04	AUDIBLE PEDESTRIAN SIGNAL	6.00	-	6.00	6.00	EA	925.00		5,550.00	*
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	60.00	-	58.00	58.00	EA	616.00		35,728.00	*
405.00										

405.00

To: **City of Morristown**
c/o Smith, Seckman, & Reid, Inc.
Attn: Mr. Ken Hawkins
2995 Sidco Drive
Nashville, TN 37204

From: **Stansel Electric Co., Inc.**

Job Description:
State Route 34 ITS Traffic Signal Coordination Project
Federal Project No.: STP-M-34 (79)
State Project No.: 32LPLM-F3-024
PM: 115610.00

S.E.C. Invoice # 15362111
Invoice Date: 4/30/2016
Application # Eleven (11)

Item No.	Description	Contract Quantity	Current Quantity	Previous Quantities	Total Quantities To Date	Unit	Unit Price	Total Complete To Date	Current \$ Installed
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	60.00	-	58.00	58.00	EA	259.00	15,022.00	-
801-01	SEEDING (WITH MULCH)	10.00	-	3.86	3.86	UNT	101.00	389.86	-
801-03	WATER (SEEDING AND SOD)	2.00	-	-	-	MG	395.00	-	-
CHANGE ORDER (ADDED ITEMS)									
716-08.11	REMOVAL OF PAVEMENT MARKING (VARIOUS TURN LANE AR	8.00	-	8.00	8.00	EA	166.00	1,320.00	-
712-08.01	TRAFFIC CONTROL (UNIFORMED OFFICER)	9,100.00	-	-	-	DOL	1.00	-	-
730-15.09	CABINET (16 PHASE, BASE MT.- CABINET ONLY- W. JOHNSON I	1.00	-	1.00	1.00	EA	11,995.66	11,995.66	-
STORED MATERIAL:									
730-13.08	VEHICLE DETECTOR (NONINTRUSIVE RADAR DETECTION)	1.00	-	-	-	EA	6,700.00	-	-
730-15.07	CABINET (EIGHT PHASE BASE MOUNTED - EAST MORRIS / MOR	1.00	-	-	-	EA	10,398.00	-	-
730-16.20	TESTING EQUIPMENT	1.00	-	-	-	LS	17,902.00	-	-
730-23.30	PEDESTAL POLE (PEDESTRIAN)	18.00	-	-	-	EA	355.00	-	-
730-23.01	STEEL STRAIN POLE (SIGNAL SUPPORT)	2.00	-	-	-	EA	3,990.00	-	-
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	60.00	-	2.00	2.00	EA	379.00	758.00	-
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	60.00	-	2.00	2.00	EA	128.00	256.00	-

Current Value of Work Installed:	5,364.00
Previous Value of Work Installed	1,197,560.05
Stored Material:	1,014.00
Total Complete & Stored to Date:	1,203,938.05

Supplemental Agreement and/or Request for Construction Change Change Order Request # 02 - Final

Project Title/Termini: <u>Morristown Medical District Improvements</u>	
Owner: <u>City of Morristown</u>	PIN: <u>110259.00</u>
Address: <u>100 W. First North Street</u>	State Project No.: <u>32LPLM-F0-002</u>
<u>Morristown, TN 37644-1628</u>	Federal Project No.: <u>HPP-9113(9)</u>
Date Prepared: <u>1/12/2017</u>	Contract No.: <u>80014</u>
	County: <u>HAMBLEN</u>

Whereas, we Summers-Taylor, Inc with Fidelity & Deposit Co of Maryland, as a Surety, entered into a contract with City of Morristown, on 4/23/15, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

SUMMARY CHANGE ORDER for final project quantities - see attached backup documentation for explanations

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

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 75 days (Date: 10/03/2015)

Approved Change Orders: 60

Current Change Order: 00

Contract Completion Time with Change Orders: 135 days (Date: 12/02/2015)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
						\$	\$
				SEE.ATTACHED		\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$512,794.45

Current Change Order: \$(14,825.58)

Approved Change Orders: \$ 11,837.55

Pending Change Orders: \$000,000.00

Total Change Orders to Date: \$ (2,988.03)



**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 02 - Final**

Project Title/Termini:	Morristown Medical District Improvements		
Owner:	City of Morristown	PIN:	110259.00
Address:	100 W. First North Street	State Project No.:	32LPLM-F0-002
	Morristown, TN 37644-1628	Federal Project No.:	HPP-9113(9)
Date Prepared:	1/12/2017	Contract No.:	80014
		County:	HAMBLEN

Now, Therefore, We, Summers-Taylor, Inc., Contractors, and Fidelity & Deposit Co of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: Joe Hillard P.E. CDM Smith 1-12-2017
Engineer/CEI Date

**Approved for
Eligibility:**

By: _____
Local Programs Planner Date

Approved By:

By: [Signature] 1/25/17
Contractor Date

By: Karen Lantz 1/25/17
Surety Date

By: _____
Owner Date

LP 110259.00 Morristown Medical District Improvements
Final Change Order

ID / Item No.	Description	Unit	Original Plans Est. Quantities	Revised Quantities	QTY Over + QTY Under	Contract Price	Net Amount Due Change	Remarks
10 / 307-01.08	ASPHALT MIX GRADING BM2 (PG64-22)	Ton	2095.00	2005.03	-89.97	\$ 84.25	\$ (7,579.97)	Ticketed quantity
20 / 411-01.10	ASPHALT MIX GRADING D (PG64-22)	Ton	1574.00	1477.62	-96.38	\$ 109.75	\$ (10,577.71)	Ticketed quantity
25 / 415-01.03	COLD PLANING BITUMINOUS PAVEMENT	CY	1570.00	1654.41	84.41	\$ 18.75	\$ 1,582.69	Field measured quantity
260 / 716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	LF	30.00	35.00	5.00	\$ 7.90	\$ 39.50	Field measured quantity
270 / 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	348.00	330.00	-18.00	\$ 9.20	\$ (165.60)	Field measured quantity
300 / 716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN LANE ARROW)	EA	2.00	1	-1.00	\$ 189.00	\$ (189.00)	Field measured quantity
302 / 716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	LM	1.00	1.474	0.47	\$ 1,050.00	\$ 497.70	Field measured quantity
304 / 716-05.05	PAINTED PAVEMENT MARKING (STOPLINE/TEMPORARY)	LF	348.00	356	8.00	\$ 6.75	\$ 54.00	Field measured quantity
310 / 716-12.01	ENHANCED FLATLINE THERMO (4 IN LINE)	LM	1.02	1.366	0.35	\$ 4,480.00	\$ 1,550.08	Field measured quantity
320 / 730-13.01	VEHICLE LOOP DETECTOR (SHELF MOUNT)	EA	4.00	0	-4.00	\$ 264.00	\$ (1,056.00)	Item not used
330 / 730-14.01	SHEILDDED DETECTOR CABLE	LF	2000.00	0	-2000.00	\$ 1.50	\$ (3,000.00)	Item not used
340 / 730-14.02	SAW SLOT	LF	500.00	1072	572.00	\$ 5.40	\$ 3,088.80	Field measured quantity
350 / 730-14.03	LOOP WIRE	LF	1250.00	2604	1354.00	\$ 0.85	\$ 1,150.90	Field measured quantity
360 / 403-01	TACK COAT - CO-01	Ton	15.00	14.72	-0.28	\$ 789.17	\$ (220.97)	Field measured quantity

Total Net Amount Due Final Change Order: \$ (14,825.58)

Total Original Contract + CO-01: \$ 524,632.00

*Total Contract Amount Due Final Change Order: \$ 509,806.42

* Note: Contractor final pay shows \$509,806.43 due to rounding error.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hercof, do hereby nominate, constitute, and appoint **Mark B. SIZEMORE and Karen LARGE, both of Johnson City, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of November, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

State of Maryland
County of Baltimore

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 20th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





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

Project Title/Termini: Signalization of W. 1st North St. at N. Jackson St.

Owner: City of Morristown

PIN: 112585.00

Address: P.O. Box 1499

State Project No.: 32LPLM-F3-008

Morristown, TN

Federal Project No.: STP-M-9113(12)

Date Prepared: 3/24/2014

Contract No.: COM-1203

County: Hamblen

Whereas, we Stansell Electric Company, Inc. with The Hanover Insurance Company, as a Surety, entered into a contract with the City of Morristown, on 02/18/13, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

A required by Section 8.4.3 of the Local Government Guidelines, these adjustments are made to the contract item amounts to coincide the actual installed quantities. See attached spread sheets for explanations.

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

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 90 days (Date: 06/04/13)

Approved Change Orders: 1

Current Change Order: 2

Contract Completion Time with Change Orders: 273 days (Date: 12/03/13)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
		SEE	ATTACHED	SPREAD	SHEET	\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$120,650.00

Current Change Order: \$-2,578.20

Approved Change Orders: \$6,984.96

Pending Change Orders: \$0

Total Change Orders to Date: \$4,406.76



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

Project Title/Termini: Signalization of W. 1st North St. at N. Jackson St.

Owner: City of Morristown

PIN: 112585.00

Address: P.O. Box 1499

State Project No.: 32LPLM-F3-008

Morristown, TN

Federal Project No.: STP-M-9113(12)

Date Prepared: 3/24/2014

Contract No.: COM-1203

County: Hamblen

Now, Therefore, We, Stansell Electric Company, Inc., Contractors, and The Hanover Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:

Engineer/CEI

Date

Approved By:

By:

Contractor

Date

By:

Surety

Mark Neal, Attorney-in-Fact

Date

By:

Owner

Date

Approved for Eligibility:

By:

Local Programs Planner

Date

SIGNALIZATION INTERSECTION OF W. 1ST NORTH ST. AND JACKSON ST. IN THE CITY OF MORRISTOWN, TN

PIN #: 112585		FED. PROJECT #: STP-M-9113(12)						
LOCAL PROJECT #: COM-1203		STATE PROJECT #: 32LPLM-F3-008						
Item No.	Description	Current Qty	Unit	Revised Qty	Qty Over + Qty Under -	Contract Price	Net Amt Due Change	
209-08.01	Temporary Filter Barrier	150	L.F.	0	-150	\$ 5.10	\$ (765.00)	
Project was in a paved intersection. The was no way to stake the barrier.								
303-01	Mineral Aggregate, Type A Base, Grading D	1	TON	0	-1	\$ 126.00	\$ (126.00)	
Aggregate not needed under sidewalk as per standard drawing								
701-01.01	Concrete Sidewalk (4")	250	S.F.	249	-1	\$ 7.00	\$ (7.00)	
Quantity was measured in the field.								
702-01.02	Concrete Curb	30	L.F.	22	-8	\$ 38.00	\$ (304.00)	
Existing curbs were not disturbed								
712-06	Signs (Construction)	251	S.F.	242	-9	\$ 8.00	\$ (72.00)	
Two "End of Work" signs were counted twice in the plan quantities.								
716-02.01	Plastic Pavement Marking (4" Line)	0.1	L.M.	0	-0.1	\$ 7,900.00	\$ (790.00)	
The pavement and pvmnt markings were not disturbed during construction so no replacement markings were required								
716-02.05	Plastic Pavement Marking (Stop Line)	38	L.F.	0	-38	\$ 22.00	\$ (836.00)	
The pavement and pvmnt markings were not disturbed during construction so no replacement markings were required								
716-.02.06	Plastic Pavement Marking (Turn Lane Arrow)	2	EACH	0	-2	\$ 221.00	\$ (442.00)	
The pavement and pvmnt markings were not disturbed during construction so no removal of existing markings was required.								
716-08.01	Removal Of Pavement Marking (Line)	150	L.F.	0	-150	\$ 1.00	\$ (150.00)	
The pavement and pvmnt markings were not disturbed during construction so no removal of existing markings was required.								
716-08.05	Removal Of Pavement Marking (Stop Line)	40	L.F.	0	-40	\$ 1.60	\$ (64.00)	
The pavement and pvmnt markings were not disturbed during construction so no removal of existing markings was required.								
716-13.02	Spray Thermo Pvmnt Mrkng (60 Mil) (6in Line)	0.1	L.M.	0	-0.1	\$ 8,840.00	\$ (884.00)	
The pavement and pvmnt markings were not disturbed during construction so no removal of existing markings was required.								
730-08.03	Signal Cable - 7 Conductor	535	L.F.	662	127	\$ 1.40	\$ 177.80	

SIGNALIZATION INTERSECTION OF W. 1ST NORTH ST. AND JACKSON ST. IN THE CITY OF MORRISTOWN, TN

PIN #: 112585				FED. PROJECT #: STP-M-9113(12)			
LOCAL PROJECT #: COM-1203				STATE PROJECT #: 32PLM-F3-008			
Item No.	Description	Current Qty	Unit	Revised Qty	Qty Over + Qty Under -	Contract Price	Net Amt Due Change
730-08.04	Signal Cable - 9 Conductor	435	L.F.	410	-25	\$ 1.60	\$ (40.00)
730-12.02	Conduit 2" Diameter (PVC)	140	L.F.	0	-140	\$ 11.00	\$ (1,540.00)
	Contractor had option to use this item or jack and bored conduit. Site required the jack and bored.						
730-12.13	Conduit 2" Diameter (Jack and Bore)	140	L.F.	188	48	\$ 34.00	\$ 1,632.00
	Additional amount required for field conditions and boring to a clear depth.						
730-23.30	Pedestal Pole	2	L.F.	3	1	\$ 1,392.00	\$ 1,392.00
	Additional pole required for a 30' signal support.						
730-14.01	Shielded Detector Cable	200	L.F.	500	300	\$ 0.80	\$ 240.00
Total Net Amount Due Change							\$ (2,578.20)
Bid Contract Amount							\$ 120,650.00
Current Change Order							\$ (2,578.20)
Approved Change Orders							\$ 6,984.96
Pending Change Orders							\$ -
Total Change Orders to Date							\$ 4,406.76

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Frank E. Neal, Frank E. Neal, III, Mark Neal, Brent W. Neal, Michael B. Mattox and/or Gayle Graves

of Nashville, TN and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of February 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

Joe Brenstrom, Vice President

On this 1st day of February 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

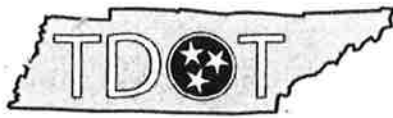
This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of January 2017

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President



**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini: Resurfacing Of E. 2nd North St. From Anderson St. To King Ave. In The City Of Morristown, TN

Owner: City of Morristown PIN: 112925.00

Address: P.O. Box 1499 State Project No.: 32LPLM-F3-005
Morristown, TN Federal Project No.: STP-M-9113(11)

Date Prepared: 3/24/2014 Contract No.: COM-1201
County: Hamblen

Whereas, we Duracap Asphalt Paving Co., Inc. with Western Surety Co., as a Surety, entered into a contract with the City of Morristown, on 02/18/13, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

As required by Section 8.4.3 of the Local Government Guidelines, these adjustments are made to the contract item amounts to coincide the actual installed quantities. See attached spread sheets for explanations.

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

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 90 days (Date: 06/04/13)

Approved Change Orders: 0

Current Change Order: 1

Contract Completion Time with Change Orders: 0 days (Date: 06/04/13)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
		SEE	ATTACHED	SPREAD	SHEET	\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$414,078.16

Current Change Order: \$-166,258.10

Approved Change Orders: \$0

Pending Change Orders: \$0



Total Change Orders to Date: \$0

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Terminal:	Resurfacing Of E. 2nd North St. From Anderson St. To King Ave. In The City Of Morristown, TN		
Owner:	City of Morristown	PIN:	112925.00
Address:	P.O. Box 1499	State Project No.:	32LPLM-F3-005
	Morristown, TN	Federal Project No.:	STP-M-9113(11)
Date Prepared:	3/24/2014	Contract No.:	COM-1201
		County:	Hamblen

Now, Therefore, We, Duracap Asphalt Paving Co., Inc., Contractors, and Western Surety Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: [Signature] 05/30/14
Engineer/CEI Date

Approved By:

By: [Signature] 1-24-17
Contractor Date
Western Surety Company
By: [Signature] 1/24/17
Surety Date
Attorney-in-Fact

By: _____
Owner Date

Approved for Eligibility:

By: _____
Local Programs Planner Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Almarine B Baker, Linda McLaughlin Howard, Jason E Tallent, Alexander C Shafer, Christina Addington, Aaron R Jensen, Individually

of Knoxville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

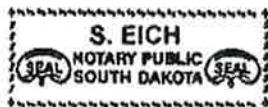
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of January, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Resurfacing Of E. 2nd North St. From Anderson St. To King Ave. In The City Of Morristown, TN

PIN #: 112925

FED. PROJECT #: STP-M-9113(11)

LOCAL PROJECT #: COM-1201

STATE PROJECT #: 32LPLM-F3-005

Item No.	Description	Current Qty	Unit	Revised Qty	Qty Over + Qty Under -	Contract Price	Net Amt Due Change
202-03	Removal Of Rigid Pavement, Sidewalk, Etc.	1055	S.Y.	760.33	-294.67	\$25.00	(\$7,366.75)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
202-08.10	Removal Of Curb (6" Wide)	3900	L.F.	1250	-2650	\$1.75	(\$4,637.50)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
203-03.01	Borrow Excavation (Select Material)	120	C.Y.	0	-120	\$25.00	(\$3,000.00)
	Side slope along side walk location not as steep as anticipated. No fill required.						
203-07	Furnishing & Spreading Topsoil	75	C.Y.	70	-5	\$25.00	(\$125.00)
	Scope of project work was reduced after Pre-Construction Project walk through with City representatives.						
303-01	Mineral Aggr., Type A Base, Grading D	438	TON	69.14	-368.86	\$43.47	(\$16,034.34)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
307-01.08	Asphalt Conc. Mix (Pg64-22)(BPMB-HM) Grading B-M2	225	TON	25.886	-199.114	\$101.41	(\$20,192.15)
	Scope of project work was reduced after Pre-Construction Project walk through with City representatives.						
402-01	Bituminous Material For Prime Coat (PC)	3.1	TON	0	-3.1	\$670.00	(\$2,077.00)
	Item was to be used in case of base repairs. Project required only resurfacing.						
402-02	Aggregate For Cover Material (PC)	12	TON	44.75	32.75	\$30.00	\$982.50
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
403-01	Bituminous Material For Tack Coat (TC)	0.6	TON	1	0.4	\$670.00	\$268.00
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
411-01.10	ACS Mix(Pg64-22) Grading D	425	TON	553.713	128.713	\$121.37	\$15,621.90
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
415-01.02	Cold Planing Bituminous Pavement	6410	S.Y.	5891.1	-518.9	\$3.56	(\$1,847.28)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
611-01.20	Adjustment Of Existing Manhole	4	EACH	0	-4	\$390.00	(\$1,560.00)
	Item was to be used in case of base repairs. Project required only resurfacing.						

Resurfacing Of E. 2nd North St. From Anderson St. To King Ave. In The City Of Morristown, TN

PIN #: 112925

FED. PROJECT #: STP-M-9113(11)

LOCAL PROJECT #: COM-1201

STATE PROJECT #: 32LPLM-F3-005

Item No.	Description	Current Qty	Unit	Revised Qty	Qty Over + Qty Under -	Contract Price	Net Amt Due Change
611-09.01	Adjustment Of Existing Catchbasin	13	EACH	2	-11	\$500.00	(\$5,500.00)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
611-09.03	Capping Existing Catchbasin	1	EACH	0	-1	\$500.00	(\$500.00)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
611-10.01	Catch Basins, Type 10, 0' - 4' Depth	3	EACH		-3	\$2,200.00	(\$6,600.00)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
701-01.03	Concrete Sidewalk - 4 " (5' Wide)	9395	S.F.	4425	-4970	\$4.80	(\$23,856.00)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
701-02	Concrete Driveway	3800	S.F.	3384.8	-415.2	\$6.44	(\$2,673.89)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
701-02.01	Concrete Handicap Ramp (Retrofit)	675	S.F.	47.25	-627.75	\$11.40	(\$7,156.35)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
701-02.03	Concrete Handicap Ramp	150	S.F.	279.31	129.31	\$11.40	\$1,474.13
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
702-01.02	Concrete Curb	3900	L.F.	1317.5	-2582.5	\$27.50	(\$71,018.75)
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
712-06	Signs (Construction)	288	S.F.	360	72	\$7.15	\$514.80
	Scope of project work was altered after Pre-Construction Project walk through with City representatives.						
713-16.20	Signs (W11-2 With W16-17P)	6	EACH		-6	\$220.00	(\$1,320.00)
	Application of these signs not warrented within limits of the project.						
713-16.21	Signs (W11-2)	6	EACH		-6	\$165.00	(\$990.00)
	Application of these signs not warrented within limits of the project.						
713-16.22	Signs (R4-8A)	1	EACH		-1	\$154.00	(\$154.00)
	Application of these signs not warrented within limits of the project.						
716-13.01	Spray Thermo Pvmnt Mrlng (60 Mil) (4in Line)	0.8	L.M.	0.747	-0.053	\$3,300.00	(\$174.90)
	Field measured quantity varied from plan quantity.						

Resurfacing Of E. 2nd North St. From Anderson St. To King Ave. In The City Of Morristown, TN

PIN #: 112925

FED. PROJECT #: STP-M-9113(11)

LOCAL PROJECT #: COM-1201

STATE PROJECT #: 32LPLM-F3-005

Item No.	Description	Current Qty	Unit	Revised Qty	Qty Over + Qty Under -	Contract Price	Net Amt Due Change
716-13.03	Spray Thermo Pymt Miking (60 Mil) (8in Barrier Line)	100	L.F.	92	-8	\$1.10	(\$8.80)
801-01	Field measured quantity varied from plan quantity.	10	UNIT	4.06	-5.94	\$55.00	(\$326.70)
712-01	Seeding (With Mulch)	1	LS	0.81	-0.19	\$21,035.00	(\$4,000.00)
717-01	Scope of project work was reduced after Pre-Construction Project walk through with City representatives.	1	LS	0.816	-0.184	\$21,780.00	(\$4,000.00)
	Traffic Control	1	LS	0.81	-0.19	\$21,035.00	(\$4,000.00)
	An agreement between the contractor and the City of Morristown to reduce the item.	1	LS	0.816	-0.184	\$21,780.00	(\$4,000.00)
	Mobilization	1	LS	0.816	-0.184	\$21,780.00	(\$4,000.00)
	An agreement between the contractor and the City of Morristown to reduce the item.	1	LS	0.816	-0.184	\$21,780.00	(\$4,000.00)
	Total Net Amount Due Change						(\$166,258.10)
	Bid Contract Amount						\$ 414,078.16
	Current Change Order						(\$166,258.10)
	Approved Change Orders						\$ -
	Pending Change Orders						\$ -
	Total Change Orders to Date						(\$166,258.10)



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

Project Title/Terminal: SR 34 ITS Signal Coordination Project W 1st North St (SR 66) at High Street
Owner: City of Morristown, TN PIN: 115609 Traffic Signal Project
Address: 400 Dice Street State Project No.: 32LPLM-F3-021
Morristown, TN 37813 Federal Project No.: STP-M-66(46)
Date Prepared: 1/27/2017 Contract No.: 110070
County: Hamblen

Whereas, we Stansell Electric Company, Inc. with Hanover Insurance Company, as a Surety, entered into a contract with City of Morristown, on 02/05/2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Balance the dollar amount in order to close out contract. The total amount is a credit to contract sum of (\$17,954.22). Credit amount

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

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

Original contraction Completion Time: 270 days (Date: November 2, 2015)

Approved Change Orders: 4426.78

Current Change Order: (22,381.78)

Contract Completion Time with Change Orders: 481 days (Date: 05/31/2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
	Final Est.					\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$160,072.00

Current Change Order: \$(22,381.78) 00 Jan

Approved Change Orders: \$4,426.78

Pending Change Orders: \$0.00

Total Change Orders to Date: \$(17,954.22)

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

Project Title/Termini: SR 34 ITS Signal Coordination Project West 1st North St (SR 66) at High Street
 Owner: City of Morristown, TN PIN: 115609 *Traffic Signal Project*
 Address: 400 Dice Street State Project No.: 32LPLM-F3-021
Morristown, TN 37813 Federal Project No.: STP-M-66(46)
 Date Prepared: 1/27/2017 Contract No.: 110070
 County: Hamblen

Now, Therefore, We, Stansell Electric Company, Inc., Contractors, and Hanover Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: *[Signature]* SSR CGI 1-27-17
 Engineer/CEI Date

**Approved for
Eligibility:**

By: _____
 Local Programs Planner Date

Approved By:

By: *[Signature]* 2/2/17
 Contractor Date
HANOVER INSURANCE COMPANY

By: *[Signature]* 2/6/17
 Surety Date
Mark Neal, Attorney-in-Fact

By: _____
 Owner Date

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA DOCUMENT G702 STYLE FORMAT

PAGE 1 OF 3 PAGES

TO: CITY OF MORRISTOWN

c/o SMITH, SECKMAN, REID, INC.
144 MARKET PLACE BLVD
KNOXVILLE, TN 37923

FROM: STANSELL ELECTRIC CO., INC.
860 VISCO DRIVE
NASHVILLE, TN. 37210-2150

PROJECT:

West First North Street (SR06) at High Street Traffic Signal Project
Federal Project No.: STP-44-6A
State Project No.: 32LPLMF3-021
FPM: 115609.00

APPLICATION NO.: Six (6)

Date 03/31/16

PERIOD TO: 3/31/2016

Signature *Paul E. Brown*
Public Works Director: Paul E. Brown

DISTRIBUTION TO: OWNER
ENGINEER

CONTRACT DATE: 12/02/14

CONTRACTOR'S APPLICATION FOR PAYMENT:

ORIGINAL CONTRACT SUM	\$ 160,072.00
Net change by Change Orders	4,426.78
CONTRACT SUM TO DATE	\$ 164,498.78
TOTAL COMPLETED & STORED TO DATE	\$ 142,117.78
RETAINAGE (0%)	\$ 142,117.78
TOTAL EARNED LESS RETAINAGE	\$ 137,691.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	
CURRENT PAYMENT DUE	\$ 4,426.78

CHANGE ORDER SUMMARY:

C/O #1	DATED 3/1/2016	\$ 4,426.78
C/O #2		\$ -
C/O #3		\$ -
C/O #4		\$ -
C/O #5		\$ -

NET CHANGE BY CHANGE ORDERS \$ 4,426.78

OK - 116-43300-958-1047
4/11/16

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: STANSELL ELECTRIC CO., INC.

BY: *Anthony J. Chaffin* DATE: 3/31/16
TITLE: *Director Mgr.*
STATE OF: *Tennessee*
COUNTY OF: *Davidson*



Subscribed and sworn to before me this 31st day of March, 2016
Notary Public: *Anthony J. Chaffin*
My commission expires: 3/31/16

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Owner's Representative: *Paul E. Brown* DATE: 4-4-16
Title: *Public Mgr.*

This Certificate is not negotiable. It is payable only to the Contractor named herein. The issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

To: **City of Northdown**
 500 Smith, Sachman, & Reid, Inc.
 Attn: Mr. Ken Hawkins
 2295 Sisco Drive
 Nashville, TN 37204

Job Description:
 West First North Street (SRR) at High Street Traffic
 Signal Project
 Federal Project No.: STP-44-00 (46)
 State Project No.: 382PLA-F3-021
 PIN: 115608.00

S.E.C. Invoice # 16382163
 Invoice Date: 3/31/2016
 Application # Six (6)

Item No.	Description	Contract Quantity	Current Quantity	Previous Quantities	Total Quantities To Date	Unit	Unit Price	Total Complete To Date	Current \$ Installed
730-23.96	CANTILEVER SIGNAL SUPPORT (2 @ 34' & 39')	1.00	-	1.00	1.00	EA	16,514.00	16,514.00	-
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 37' & 49')	1.00	-	1.00	1.00	EA	20,082.00	20,082.00	-
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	8.00	-	8.00	8.00	EA	616.00	4,928.00	-
730-23.06	PEDESTRIAN PUSHBUTTON POST	1.00	-	1.00	1.00	EA	726.00	726.00	-
730-26.08	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	4.00	-	8.00	8.00	EA	259.00	2,072.00	-
801-03	WATER (SEEING AND SOD)	2.00	-	-	-	MG	335.00	-	-
803-01	SODDING (NEW SOD)	30.00	-	48.00	48.00	SY	13.00	624.00	-
CHANGE ORDER (ADDED ITEMS)									
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	640.00	640.00	-	640.00	LF	1.20	768.00	768.00
730-24.08	Foundation (Traffic Signal Cabins - W. 1st N. St @ High St.)	1.00	1.00	-	1.00	EA	1,638.78	1,638.78	1,638.78
725-25.02	Ethernet Switch (Field Layer 2)	1.00	1.00	-	1.00	EA	2,019.00	2,019.00	2,019.00
STORED MATERIAL									
730-13.03	VEHICLE DETECTOR (NONINTRUSIVE RADAR DETECTION)	4.00	-	-	-	EA	6,700.00	-	-
730-16.06	CABINET (EIGHT PHASE POLE MOUNTED - W FIRST / NORTH IN	1.00	-	-	-	EA	9,418.00	-	-
730-23.98	CANTILEVER SIGNAL SUPPORT (2 @ 34' & 38')	1.00	-	-	-	EA	9,207.00	-	-
730-23.97	CANTILEVER SIGNAL SUPPORT (2 @ 37' & 49')	1.00	-	-	-	EA	10,368.00	-	-
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	4.00	-	-	-	EA	128.00	-	-

Current Value of Work Installed: 4,428.78
 Previous Value of Work Installed: 137,691.00
 Stored Material: -

Total Complete & Stored to Date: 142,117.78

City of Astoria
c/o Smith, Seidman, & Reid, Inc.
Attn: Mr. Ken Hamada
2005 Sisco Drive
Astoria, OR 97103

Job Description:
West First North Street (2186) vs High Street Traffic
Signal Project
Federal Project No.: ST-11-06 (48)
State Project No.: 32PLMF3-021
P#: 115B08.00

S.E.C. Invoice 1 15302185
Invoice Date: 3/31/2016
Application # 516 (3)

Item No.	Description	Contract Quantity	Current Quantity	Previous Quantities	Total Quantities To Date	Unit	Unit Price	Total Complete To Date	Current \$ Installed
202-08.10	REMOVAL OF CURB	110.00	-	-	-	LF	8.10	-	-
202-03	REMOVAL OF RIGID PAVEMENT SIDEWALK ETC.	60.00	-	-	-	SY	5.30	-	-
202-03.01	REMOVAL OF ASPHALT PAVEMENT	60.00	-	-	-	SY	6.30	-	-
203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	60.00	-	-	-	CY	33.00	-	-
203-03.01	BORROW EXCAVATION (SELECT MATERIAL)	10.00	-	-	-	CY	48.00	-	-
203-08.01	SANDBAGS	70.00	-	-	-	BAG	13.00	-	-
203-08.41	CURB INLET PROTECTION (TYPE 2)	2.00	-	-	-	EA	335.00	-	-
407-20.05	SAW CUTTING PAVEMENT	130.00	-	-	-	LF	6.10	-	-
411-01.11	ASC MIX (P684-22) GRADING E ROW	2.00	-	-	-	TON	961.00	-	-
701-01.01	CONCRETE SIDEWALK (4")	360.00	-	-	-	CY	8.10	-	-
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	4.00	-	-	-	EA	532.00	-	-
702-01	CONCRETE CURB	5.00	-	-	-	CY	1,369.00	-	-
713-10.21	SIGNS (R10-12)	2.00	-	-	-	EA	287.00	-	-
713-18.27	SIGNS (R10-3E)	4.00	-	-	-	EA	267.00	-	-
713-16.50	REMOVE AND REPLACE SIGN (FROM SPAN WIRE TO EAST ARI	4.00	-	4.00	4.00	EA	262.00	1,048.00	-
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	310.00	-	227.00	227.00	LF	13.00	2,851.00	-
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	30.00	-	63.00	63.00	LF	16.00	1,008.00	-
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	1.00	-	-	-	EA	198.00	-	-
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	330.00	-	-	-	LF	297.00	-	-
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	30.00	-	-	-	LF	1.30	-	-
716-08.11	REMOVAL OF PAVEMENT MARKING (VARIOUS TURN LANE ARR	2.00	-	-	-	EA	8.60	-	-
716-13.01	SPRAY THERMO P.M. (60 mil 4IN)	0.06	-	-	-	LMB	4,900.00	-	-
730-01.13	REMOVAL OF SIGNAL EQUIPMENT (W. FIRST NORTH / HIGH INT	1.00	-	1.00	1.00	LS	2,450.00	2,450.00	-
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	4.00	-	4.00	4.00	EA	790.00	3,160.00	-
730-02.17	SIGNAL HEAD ASSEMBLY (150 A24 WITH BACKPLATE)	2.00	-	2.00	2.00	EA	1,362.00	2,724.00	-
730-02.30	SIGNAL HEAD ASSEMBLY (130 A3 WITH BACKPLATE)	2.00	-	2.00	2.00	EA	792.00	1,584.00	-
730-03.21	INSTALL PULL BOX (TYPE B)	4.00	-	3.00	3.00	EA	433.00	1,299.00	-
730-06.02	SERVICE CABLE (2 CONDUCTOR #6 AWG)	25.00	-	25.00	25.00	LF	1.80	45.00	-
730-06.04	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION	1.00	-	1.00	1.00	EA	1,755.00	1,755.00	-
730-08.01	SIGNAL CABLE - 3 CO-CONDUCTOR	450.00	-	-	-	LF	1.00	-	-
730-12.02	CONDUIT 2 DIAMETER (PVC)	1,090.00	-	1,165.00	1,165.00	LF	1.40	1,631.00	-
730-12.03	CONDUIT 3 DIAMETER (PVC)	60.00	-	112.00	112.00	LF	12.00	1,344.00	-
730-12.08	CONDUIT 2 DIAMETER (RCS)	20.00	-	-	-	LF	23.00	-	-
730-12.13	CONDUIT 2 DIAMETER (JACK AND BORE)	50.00	-	68.00	68.00	LF	35.00	2,380.00	-
730-12.14	CONDUIT 3 DIAMETER (JACK AND BORE)	140.00	-	188.00	188.00	LF	40.00	7,440.00	-
730-13.08	VEHICLE DETECTOR (NONINTRUSIVE RADAR DETECTION)	4.00	-	4.00	4.00	EA	9,657.00	38,628.00	-
730-15.08	CABINET (EIGHT PHASE POLE MOUNTED - W FIRST / NORTH IN	1.00	-	1.00	1.00	EA	14,774.00	14,774.00	-
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	1.00	-	1.00	1.00	EA	4,502.00	4,502.00	-
730-23.39	PEDESTAL POLE (PEDESTRIAN)	1.00	-	2.00	2.00	EA	1,021.00	2,042.00	-

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Frank E. Neal, Frank E. Neal, III, Mark Neal, Brent W. Neal, Michael B. Mattox and/or Gayle Graves

of Nashville, TN and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single Instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of February 2012.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 1st day of February 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of February 2017

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John Margosian, Vice President