

**WORK SESSION AGENDA
DECEMBER 5, 2017
4:15 p.m.**

1. **Agenda Review**

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

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Mark Campbell, Chaplain Squad Leader, Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. November 21, 2017

6. **PROCLAMATIONS/PRESENTATIONS**

1. Acknowledgement of Government Finance Officers Association (GFOA)
Certificate of Achievement for Excellence in Financial Reporting for the
Year Ended June 30, 2016.

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. 3592

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2(Definitions) and Chapter 19 (Administration and Enforcement).

2. Ordinance No. 3593

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 19 (Electricity & Gas) of the Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution Authorizing the City of Morristown, Tennessee, to Participate in The Pool's James L. Richardson "*Driver Safety*" Matching Grant Program.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Contract with Michael Baker International, Inc. for consulting services related to airport matters.

2. Approval of Work Order Authorization No. 17-1 with Michael Baker International, Inc., in the not to exceed amount of \$10,000 for Morristown Regional Airport work items.

3. Approval of Change Order for additional Environmental Services with S&ME for the Old Morristown, Hamblen County Landfill in the not to exceed amount of \$10,000.

9-d. Board/Commission Appointments

9-e. New Issues

1. Police Department promotion {Patrol Lieutenant}.

2. Police Department promotion {Patrol Sergeant}.

3. Police Department promotion {Patrol Corporal}.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

Dec. 19, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
Dec. 19, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Dec. 19, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 25-26, 2017	(Monday & Tuesday)	City Employee's Holiday Christmas
Jan. 1, 2018	(Monday)	City Employee's Holiday New Year's
Jan. 2, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Jan. 2, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 15, 2018	(Monday)	City Employee's Holiday Martin Luther King Day
Jan. 16, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Jan. 16, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Jan. 16, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 19, 2018	(Friday) 9 a.m. – 3 p.m.	Work Session – Mid-Year Council Planning
		Morristown Airport Conference Room
Feb. 7, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 7, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Feb. 21, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Feb. 21, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Feb. 21, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 7, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 7, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 21, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 21, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 21, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 30, 2018	(Friday)	City Employee's Holiday Good Friday

**WORK SESSION AGENDA
DECEMBER 5, 2017**

1. No Work Session Scheduled – Tree Lighting Ceremony

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 21, 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, November 21, 2017, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Dennis Alvis, and Tommy Pedigo, absent; Kay Senter and Ken Smith.

Mark Burford, Senior 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 November 7, 2017, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented a Proclamation for "Small Business Saturday" to Barbara Garrow, Director, Downtown Crossroads Partnership.

Parks & Recreation Director, Craig Price and Recreation Superintendent, Frankie Cox, presented Tennessee Recreation and Parks Association (TRPA) Awards to the following: 4 Star Individual Service Award to Randel Jolley; 4 Star Benefactor Awards to Hamblen County Health Department, Pamela Purkey and Sherrie Montgomery; Tennessee Recreation Park Association Wellness Award to Sharon Bauer; Volunteer Service Awards to Susan Holt, Amber Campbell, Dr. Ed Moody, Nicole Zacharius, Ann Ross, Brian Beauchene, Nobel Norden, and Johnny Denton.

Councilmember Alvis made a motion to approve Resolution No. 10-17. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO.10-17
BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING THE REVISED PARKS AND
RECREATION FEES AND CHARGES**

Be it resolved by the City Council for the City of Morristown, Tennessee that the current fees and charges in effect for the Morristown Parks and Recreation are hereby revised as follows:

**"MORRISTOWN PARKS AND RECREATION FEES AND CHARGES
Approved by Morristown Parks and Recreation Advisory Board
August 15, 2017**

ATHLETICS

ADULT BASKETBALL

1. Entry Fee per Team **\$350.00** (12-16 games)
2. County Resident Fee **NA**
3. Out of County Fee **\$30.00**

There will be no maximum limit as to the number of out of county players. When a team with out of county players is entered in the league, the cost will be \$350 plus \$30 per out of county player with a maximum entry fee of \$550. Example: If a team has only 1 out of county player the fee will be \$380, a team with 5 players will pay \$500, a team with 15 out of county players will pay \$550, etc. If all players on the roster reside in Hamblen County the entry fee will be \$350. If out of county players are added to the roster after the roster is turned in to Parks and Recreation, the fee will be \$30 per player, even if replacing another out of county player.

ADULT SOFTBALL

1. Entry Fee per Team **\$350.00** (14-16 games)
2. County Resident Fee **NA**
3. Out of County Fee **\$30.00**

There will be no maximum limit as to the number of out of county players. When a team with out of county players is entered in the league, the cost will be \$350 plus \$30 per out of county player with a maximum entry fee of \$550. Example: If a team has only 1 out of county player the fee will be \$380, a team with 5 players will pay \$500, a team with 15 out of county players will pay \$550, etc. If all players on the roster reside in Hamblen County the entry fee will be \$350. If out of county players are added to the roster after the roster is turned in to Parks and Recreation, the fee will be \$30 per player, even if replacing another out of county player.

ADULT VOLLEYBALL (INDOOR)

1. Entry Fee per Team **\$225.00** (12-16 matches)
2. County Resident Fee **NA**
3. Out of County Fee **\$30.00**

There will be no maximum limit as to the number of out of county players. When a team with out of county players is entered in the league, the cost will be \$225 plus \$30 per out of county player with a maximum entry fee of \$375. Example: If a team has only 1 out of county player the fee will be \$255, a team with 5 players will pay \$375, a team with 15 out of county players will pay \$375 etc. If all players on the roster reside in Hamblen County the entry fee will be \$225. If out of county players are added to the roster after the roster is turned in to Parks and Recreation, the fee will be \$30 per player, even if replacing another out of county player.

ADULT KICKBALL

1. Entry Fee per Team **\$175.00** (12-16 games)
2. County Resident Fee **NA**
3. Out of County Fee **\$225.00 if 50% is out of county**

ADULT FALL SOFTBALL

1. Entry Fee per Team **\$230.00** (12-16 games)
2. County Resident Fee **NA**
3. Out of County Fee **\$30.00**

There will be no maximum limit as to the number of out of county players. When a team with out of county players is entered in the league, the cost will be \$230 plus \$30 per out of county player with a maximum entry fee of \$380. Example: If a team has only 1 out of county player the fee will be \$260, a team with 7 players will pay \$380, a team with 15 out of county players will pay \$380 total. If all players on the roster reside in Hamblen County, the entry fee will be \$230. If out of county players are added to the roster after the roster is turned in to Parks and Recreation, the fee will be \$30 per player. Even if replacing another out of county player.

Special Notice: Morristown Parks and Recreation reserves the right to reject or contract with various groups and programs that meet the best latent recreation demand of its facilities and to its citizens.

SPORTS CAMP OR CLINIC

(One week or less) SPECIAL USE AGREEMENT APPLICATION AS NEEDED*

YOUTH PLAYER ATHLETIC FEE STRUCTURE

Youth Basketball, Little League Baseball, and Little League Softball

1 Child	\$35.00	\$20.00 (base cost)
2 Children	\$45.00	\$25.00 (base cost)
3 Children	\$55.00	\$30.00(base cost)
4 Children	\$65.00	\$40.00 (base cost)

(Required that each player must cover base cost)

TALLEY-WARD MEETING ROOMS

DESCRIPTION	FEE	Room	Capacity
Talley-Ward Memorial Room	\$15.00	\$25.00	30
Talley-Ward Club Room	\$40.00	\$50.00	75
Talley-Ward Hobby Room	\$25.00	\$35.00	40
RENTAL TIME: 9:00AM-1:00PM and 3:00pm-10:00pm- (MONDAY - FRIDAY)			
8:30 A.M. - 5:00 P.M. (SATURDAY)			
CLOSED ON SUNDAY			
EQUIPMENT RENTAL: NA			

TALLEY-WARD GYMNASIUM**\$350.00 per event******All rentals do not include additional \$20.00 per hour staff fee****RENTAL TIME: 5:00 P.M. - 11:00 P.M. (Friday* - Saturday*)****1:00 P.M. - 9:00 P.M. (Sunday)*****When available around M.P.R.D. athletic programming****BASEBALL FIELDS USAGE BOOKING FEE**

Athletic Field Usage Deposit	\$100.00
One Field, One Day, One Night	\$250.00
Two Fields, One Day, One Night	\$250.00
Two Fields, Two days, One Night	\$325.00
Three Fields, One Day, One Night	\$325.00
Three Fields, Two Days, One Night	\$400.00
Four Fields, One Day, One Night	\$400.00
Four Fields, Two Days, One Night	\$475.00
Five Fields, One Day, One Night	\$475.00
Five Fields, Two Days, One Night	\$550.00
Six Fields, One Day, One Night	\$550.00
Six Fields, Two Days, One Night	\$600.00

***Cost of use of more than six fields will be quoted upon request * In case of rain events MPRD will furnish 2 bags of diamond dry per field used on starting date. All bags used above two bags per field will be charged to tournament vendor. Does not carry over from other tournaments!**

Field Rental Game	\$75.00
Field Rental Double Header	\$100.00
Sherwood Park Rental	\$250.00 per day
League Operation Rental (3-Month rental + \$50.00 per team)	\$25 per field per day *

*** All rentals do not include \$20 per hour for park staff over regular hours of 11:00pm.**

SOFTBALL FIELDS USAGE BOOKING FEE

Athletic Field Usage Deposit	\$100.00
One Field, One Day, One Night	\$250.00
Two Fields, One Day, One Night	\$250.00
Two Fields, Two Days, One Night	\$325.00
Three Fields, One Day, One Night	\$325.00
Three Fields, Two Days, One Night	\$400.00
Four Fields, One Day, One Night	\$400.00
Four Fields, Two Days, One Night	\$475.00
Five Fields, One Day, One Night	\$475.00
Five Fields, Two Days, One Night	\$550.00
Six Fields, One Day, One Night	\$550.00

Six Fields, Two Days, One Night **\$600.00**

*Cost of use of more than six fields will be quoted upon request * In case of rain events MPRD will furnish 2 bags of diamond dry per field used on starting date. All bags used above two bags per field will be charged to tournament vendor. Does not carry over from other tournaments!

Field Rental Game **\$100.00**

Field Rental Double Header **\$125.00**

* All rentals do not include \$20 per hour for park staff over regular hours of 11:00pm.

FOOTBALL FIELDS USAGE BOOKING FEE

Athletic Field Usage Deposit **\$125.00**

Football Field Usage (per day per field) **\$125.00**

Field Rental Game (Holt-Rogers per field) **\$100.00**

Field Rental Double Header **\$150.00**

Field Rental Game (Long-Reel Track) **\$250.00**

Field Rental Double Header **\$350.00**

* All rentals do not include \$20 per hour for park staff over regular hours.

SOCCER FIELDS YOUTH USAGE BOOKING FEE

Athletic Field Usage Deposit **\$100.00**

One Field, One Day, One Night **\$250.00**

Two Fields, One Day, One Night **\$250.00**

Two Fields, Two Days, One Night **\$325.00**

Three Fields, One Day, One Night **\$325.00**

Three Fields, Two Days, One Night **\$400.00**

Four Fields, One Day, One Night **\$400.00**

Four Fields, Two Days, One Night **\$475.00**

Five Fields, One Day, One Night **\$475.00**

Five Fields, Two Days, One Night **\$550.00**

Six Fields, One Day, One Night **\$550.00**

Six Fields, Two Days, One Night **\$600.00**

Seven Fields, One Day, One Night **\$600.00**

Seven Fields, Two Days, One Night **\$650.00**

Eight Fields, One Days, One Night **\$650.00**

Eight Fields, Two Days, One Night **\$700.00**

**** Cost of use of more than eight fields will be quoted upon request**

Field Rental Game **\$100.00**

Field Rental Double Header **\$150.00**

* All rentals do not include \$20 per hour for park staff over regular hours.

SOCCER FIELDS ADULT USAGE BOOKING FEE

Athletic Field Usage Deposit	\$100.00
Soccer Field Usage (per day - per field)	\$125.00
Field Rental Game	\$125.00
Field Rental Double Header	\$150.00

League Rental (**Max. 3 Month Rental + \$100 per team**) **\$125.00 per day per field** * All rentals do not include \$20 per hour for park staff over regular hours.

<u>SHELTERS/PAVILIONS*</u>	<u>HALF DAY</u> <u>8:00 AM – 3:00 PM</u>	<u>HALF DAY</u> <u>4:00 PM – 9:00 PM</u>
Fred Miller Park		
Bishop-Goodman Shelter	\$45.00	\$45.00
Rotary Pavilion	\$30.00	\$30.00
Frank Lorino Park		
Dr. M. E. Shuck Shelter	\$45.00	\$45.00
Barron Pavilion	\$45.00	\$45.00
Martin Luther King Park		
Dockery-Wilson Pavilion	\$45.00	\$45.00
Wayne Hansard Park		
WHP#1	\$30.00	\$30.00
WHP#2	\$30.00	\$30.00
LARGE SHELTERS - FULL DAY RENTAL		\$60.00
SMALL SHELTERS - FULL DAY RENTAL		\$50.00

HUGHES AMPHITHEATER @ FRED MILLER PARK

Rental per Event or Day **\$60.00** Not for picnicking!

CAIN-IRVIN AMPHITHEATER @ Dr. Martin Luther King Jr. Park

Rental per Event or Day **\$60.00** Not for picnicking!

GAZEBO @ FRED MILLER PARK

Rental per Event or Day **\$40.00** Not for picnicking!

ROTARY SPLASH PAD @ FRED MILLER PARK

NOT AVAILABLE FOR RESERVATIONS!

SPECIAL USE AGREEMENT (CONTRACT)

(For events related to location, equipment, and activities)

Non-Revenue Generating Per Day – **\$150.00***

Revenue Generating Per Day – **\$300.00***

*(could be additional charges if event causes extra un-circumvented cost to the City of Morristown over and above normal circumstances)

**SPECIAL USE AGREEMENT FEES - Does not include
shelters, pavilions, gazebo and amphitheater fees.**

ROTARY DISC GOLF @ FRANK LORINO PARK - SPECIAL USE PERMIT
APPLICATION

KIWANIS DISC GOLF @ WAYNE HANSARD - SPECIAL USE PERMIT
APPLICATION

LONG-REEL TRACK AND ATHLETIC FIELD-SPECIAL USE AGREEMENT
APPLICATION

MORRISTOWN DOG PARK @ JC FIELD - SPECIAL USE PERMIT
APPLICATION

MORRISTOWN GREENWAY - SPECIAL USE PERMIT APPLICATION

SKATE PARK @ FRANK LORINO - SPECIAL USE PERMIT APPLICATION

TENNIS COURTS @ FRANK LORINO - SPECIAL USE PERMIT
APPLICATION

BMX TRACK @ FRANK LORINO - SPECIAL USE PERMIT APPLICATION

HERITAGE PARK – SPECIAL USE PERMIT APPLICATION

OTHER PARKS AND FACILITIES-SPECIAL USE AGREEMENT
APPLICATION AS NEEDED”

PASSED THIS THE 21ST DAY OF NOVEMBER 2017.

GARY CHESNEY, MAYOR

ATTEST:

ANTHONY COX, CITY ADMINISTRATOR

Councilmember Pedigo made a motion to approve Ordinance No. 3592 on
first reading and schedule a public hearing relative to final passage of said

ordinance for December 5, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3592

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2(Definitions) and Chapter 19 (Administration and Enforcement).

Councilmember Bivens made a motion to approve Ordinance No. 3593 on first reading and schedule a public hearing relative to final passage of said ordinance for December 5, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3593

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 19 (Electricity & Gas) of the Morristown Municipal Code.

Councilmember Bivens made a motion to deny Ordinance No. 3594 on first reading. Motion failed for lack of a second. No further motion was made; the Ordinance **failed to pass**.

Ordinance No. 3594

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning Hamblen County Tennessee Tax Parcel ID # 033MK007.00, currently addressed as 304 West 2nd North Street from Medium Density Residential (R-2) to Office, Medical and Professional (OMP).}

Councilmember Alvis made a motion to approve the Interlocal Cooperation Agreement for SR-66 and SR-160 Traffic Signals. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the bid for Plastic Recycle and Refuse Containers to Rehrig Pacific Company in the amount of \$52.70 per container. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Change Order No. 1 to increase the contract with RiteLite Signs, Inc. by \$2,389.50 (from \$329,815.00 to \$332,204.50) for the Hamblen/Jefferson County Wayfinding Signage Project to adjust the bid quantities to reflect actual quantities installed. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Change Order No. 1 for the Gateway Sign Project in the amount of \$786 to Burke-Ailey Construction Co, increasing the contract from \$32,562 to \$33,348 for change in sign language. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the November 21, 2017, City Council meeting at 5:43 p.m.

MAYOR

ATTEST:

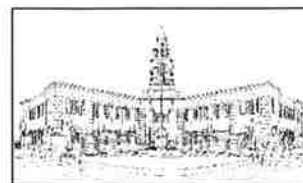
CITY ADMINISTRATOR

DRAFT

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Planning Director
DATE: November 21st, 2017
SUBJECT: Text Amendments regarding Vested Property Rights (TEXT 2126-2017)

BACKGROUND:

In 2014, the State passed legislation (Public Chapter 686) establishing new vesting rights and extended the time a developer has to begin construction of a development. This legislation impacts both approved site plans and approved preliminary subdivisions.

The term vesting means any development that has been approved by the city is allowed to continue regardless to any amendments to the city's rules and regulations prior to start of construction. The proposed amendments bring the City's codes in conformance with State requirements.

Under Public Chapter 686 an approved development is vested for three years from the date of approval provided the developer secures all necessary permits. The vesting period is extended an additional two years if the developer has begun site preparation. Site preparation is defined as excavation, grading, demolition, and infrastructure improvements such water and sewer lines. Once construction has started, the development is vested for five years beginning at the start of construction. Construction is defined as the erection of construction materials in a permanent position and fastens in a permanent manner. Where excavation, demolition, or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition, or removal shall be deemed to be construction: provided that work shall be carried on diligently and complies will applicable requirements. If the development involves multiple phases, the vesting may be extended for an additional five years. However, the entire vesting period shall not extend more than fifteen years.

Type of Project	Vesting Period	Required Actions
Site Plan	3 years	Obtain Site Plan approval and secure necessary permits
	2 additional years	Site preparation has commenced
	5 additional yrs. (not to exceed a total of 10 years)	Construction commences and developer maintains all permits.
Multi-phase Site Plans	15 years	Complete construction for each phase, maintain necessary permits.

In addition to the amendments regarding vested property rights, staff is also making some minor clerical changes replacing "Municipal Building Inspector" with the "City Administrator or their designee" and updating the reference to the Landscaping and Lighting Ordinances.

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

ORDINANCE NO. 3592

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, DEFINITIONS and Chapter 19, regarding vested property rights be amended to states:

14-203 – DEFINITIONS

DEVELOPER: a landowner or any party, representative, agent, successor, or heirs of the landowner of developer.

CONSTRUCTION: the erection of construction materials in a permanent position and fasten in a permanent manner. Where excavation, demolition, or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition, or removal shall be deemed to be construction: provided that work shall be carried on diligently and complies will applicable requirements.

SITE PREPARATION: excavation, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements including, but not limited to, water and sewer lines, footings, or foundation installed on the site for which construction permits are required.

14-1901. ENFORCING OFFICERS

The provisions of this ordinance shall be administered and enforced by the City Administrator or their designee. This official shall have the right to enter upon premises for the purpose of making inspections of buildings or premises necessary to carry out his duties in the enforcement of this ordinance.

14-1902. BUILDING PERMIT REQUIRED

It shall be unlawful to commence the excavation for or the construction of any building or other structures including accessory structures or to commence the moving, alteration, or repair of any structure including accessory structures, until the City Administrator or their designee has issued for such work a building permit including a statement that the plans, specifications, and intended use of such structure in all respects conform with the provisions of this ordinance. Application for a building permit shall be made in writing to the City Administrator or their designee on forms provided for that purpose. Building permits shall be void after six months from date of issue unless substantial progress on project has been made by that time.

14-1903. APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT (3406-12/07/2010)

It shall be unlawful for the City Administrator or their designee to approve any plans or issue a building permit for any excavation or construction until he has inspected such plans in detail and found them in conformity with this ordinance. To this end, the City Administrator or their designee shall require that every application for building permit for excavation, construction, moving or alteration be accompanied by a site plan in sufficient detail to enable the City Administrator or their designee to ascertain whether the proposed excavation, construction, moving, or alteration is in conformance with this ordinance.

The **residential site plan** (1 or 2 units) shall at a minimum include the following:

- a. Location of all existing and proposed structures.
- b. Location of all existing and proposed utilities.
- c. Location of sidewalk if required by the Sidewalk Master Plan.

The **commercial or high density residential site plan** (3 or more residential units) shall include at a minimum, the following plans drawn to scale:

1. Existing Site Plan:

Shall show the existing buildings, topography, landscaping and utilities.

2. Proposed Site Layout:

Shall show the actual shape, location, and dimensions of the lot, the shape size and location of all buildings or other structures to be erected, altered or moved, state the intended use of any building or structure as well as the current zoning, show the proposed parking and parking calculations, the location of any signage, garbage or mail collection facilities.

3. Grading and Drainage Plan:

Shall show any proposed grading, provide the stormwater calculations meeting the current federal requirements, and show any stormwater improvements to be constructed.

4. Utility Plan:

Show the location of all proposed and existing utilities per the requirements of the utility provider.

5. Landscaping Plan:

Show any proposed or existing landscaping to be retained per Chapter 33 LANDSCAPE, BUFFERS, AND SCREENING.

6. Lighting Plan:

- a. Show the layout and type of lighting per the requirements of Chapter 32 EXTERIOR LIGHTING.

7. Pedestrian Plan:

- a. Any development located along a corridor or pedestrian district as identified within the Sidewalk Master Plan shall provide sidewalks in accordance with the current development standards of the City of engineer.
- b. Any development over ten acres must provide a plan illustrating pedestrian movement across the site.
- c. Any development less than ten acres and located outside of a pedestrian district or corridor as identified on the Sidewalk Master Plan or granted a variance from constructing the sidewalks shall submit a pedestrian fee as follows:

i.	0 to 1 acre ----	\$ 500.00
ii.	1 to 2 acres----	\$1,000.00
iii.	2 to 3 acres----	\$1,500.00
iv.	3 to 4 acres----	\$2,000.00
v.	4 to 5 acres----	\$2,500.00
vi.	5 to 6 acres----	\$3,000.00
vii.	6 to 7 acres----	\$3,500.00
viii.	7 to 8 acres----	\$4,000.00
ix.	8 to 9 acres----	\$4,500.00
x.	9 to 10 acres---	\$5,000.00

14-1904. CERTIFICATE OF OCCUPANCY REQUIRED

1. No land or building or other structures or part thereof hereafter erected, moved or altered in its use shall be used until the City Administrator or their designee shall have issued a Certificate of Occupancy stating that such land, structure, or part thereof is found to be in conformity with the provisions of this ordinance.
2. Within three (3) days after notification that a building or premises or part thereof is ready for occupancy or use, it shall be the duty of the City Administrator or their designee to make a final inspection thereof and to issue a Certificate of Occupancy, if the building or premises or part thereof is found to conform with the provisions of this ordinance or, if such certificate is refused, to state the cause of refusal in writing.

14-1905. PENALTIES

Any person violating any provision of this ordinance shall be guilty of a misdemeanor and upon conviction shall be fined not less than ten (10) dollars no more than fifty (50) dollars for each offense.

Each day such violation continues it shall constitute a separate offense.

14-1906. REMEDIES

In case any building or other structure is erected, constructed, altered, repaired, converted, or maintained, or any building, structure, or land is used in violation of this ordinance, the City Administrator or their designee or any other appropriate authority or any adjacent or neighboring property owner who would be specifically damaged by such violation, in addition to other remedies, may institute injunction, mandamus, or other appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; or to correct or abate such violation; or to prevent occupancy of such building, structure, or land.

14-1907. VESTING RIGHTS

1. To avoid undue hardship, an approved site plan shall be considered vested for a period of three (3) years from the date of site plan approval provided the developer secures all necessary permits. The vesting period shall be extended an additional two (2) years provided site preparation has begun during the initial three-year period. If construction commences and the developer maintains all necessary permits, the site plan remains vested for a period not to exceed ten (10) years from the date of original approval. The vesting period for an approved site plan may be extended as deemed advisable by the Planning Commission. Developments involving multiple phases are vested for a period of fifteen (15) years.

Type of Project	Vesting Period	Required Actions
Site Plan	3 years	Obtain Site Plan approval and secure necessary permits
	2 additional years	Site preparation has commenced
	5 additional yrs. (not to exceed a total of 10 years)	Construction commences, and developer maintains all permits.
Multi-phase	15 years	Complete construction for each phase, maintain necessary permits.

In the event the City enacts a moratorium on development or construction, the vesting period shall be tolled during the moratorium period.

2. TERMINATION OF VESTING RIGHTS

The vested rights of an approved site plan may be terminated upon a written determination by the City under the following circumstances:

- a. When the developer violates the terms and conditions specified in the approved site plan; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the City may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;
- b. When the developer violates any of the terms and conditions specified in the local ordinance or resolution; provided, the developer is given ninety (90) days from the date of notification to cure the violation; provided further, that the City may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;
- c. Upon a finding by the City that the developer intentionally supplied inaccurate information or knowingly made misrepresentations material to the issuance of site plan approval or intentionally and knowingly did not construct the development in accordance with the approved site plan or an approved amendment for the building permit or the site plan; or
- d. Upon the enactment or promulgation of a state or federal law, regulation, rule, policy, corrective action or other governance, regardless of nomenclature, that is required to be enforced by the City and that precludes development as contemplated in the approved site plan, unless modifications to the development plan or building permit can be made by the developer, within ninety (90) days of notification of the new requirement, which will allow the developer to comply with the new requirements.

3. SITE PLAN REVIEW

An amendment to an approved site plan by the developer must be approved by the City to retain the protections of the vested property

rights. An amendment may be denied based upon a written finding by the City that the amendment:

- a. Alters the proposed use;
- b. Increases the overall area of the development;
- c. Alters the size of any nonresidential structures included in the development plan;
- d. Increases the density of the development so as to affect traffic, noise or other environmental impacts; or
- e. Increases any local government expenditure necessary to implement or sustain the proposed use.

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

PASSED ON FIRST READING THIS THE 21ST DAY OF NOVEMBER 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECONDE AND FINAL READING THIS THE 5TH DAY OF DECEMBER 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3593
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 19 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that text of Title 19 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 19 – UTILITIES

CHAPTER 1 – GAS

Sec. 19-101. Providers of Gas. Gas service shall be provided to the City and its inhabitants by local providers and/or through providers with approved franchise agreements. The rights, powers, duties, and obligations of the City and its inhabitants shall be stated in any such agreements between the parties.”

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

PASSED ON FIRST READING THIS THE 21ST DAY OF NOVEMBER, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 5TH DAY OF
DECEMBER, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN
TO PARTICIPATE IN THE POOL'S JAMES L. RICHARDSON
"DRIVER SAFETY" MATCHING GRANT PROGRAM.**

WHEREAS, the safety and well-being of the employees of the City of Morristown, is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace and to increase safe driving practices for the City of Morristown employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe workplace by offering a *"Driver Safety" Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this program.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF MORRISTOWN, TENNESSEE** the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a *"Driver Safety" Matching Grant Program* through The Pool.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this the 5th day of December, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**AGREEMENT
FOR PROFESSIONAL AIRPORT SERVICES
BETWEEN
THE CITY OF MORRISTOWN
And
MICHAEL BAKER INTERNATIONAL, INC.**

This AGREEMENT is made this **31st** day of **December, 2017**, by and between **THE CITY OF MORRISTOWN**, hereinafter called the OWNER, and **MICHAEL BAKER INTERNATIONAL, INC.**, hereinafter called the ENGINEER.

WHEREAS, OWNER has selected ENGINEER in accordance with FAA Advisory Circular 150/5100-14D and hereby retains ENGINEER to provide Professional Airport Services in connection with the development of the Morristown Regional Airport including, but not limited to: general consulting, funding procurement and grant administration, planning and programming, engineering design, architectural design, resident engineering, master planning, environmental analysis, noise studies, preparation of DBE plans, land surveying, construction, and associated services in connection with the planning and development of various projects listed in Section I below, and

WHEREAS, ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, OWNER and ENGINEER agree that OWNER, when it so desires, may engage the services of ENGINEER to provide Professional Airport Services and that each assignment will be authorized by an individual Work Authorization, written in the form of Exhibit "A", and shall be designated "WORK AUTHORIZATION NUMBER _____", being in accordance with the sequence in which the assignments are made.

I. SCOPE OF SERVICES

General

The parties acknowledge the need for flexible procedures in order to facilitate timely response to OWNER and project needs, as they arise. Therefore, the Professional Airport Services under this Agreement shall be delivered using a Work Authorization system. Work Authorizations are intended to be discrete working elements that will provide, in summary form, the background and factual content, on which the Project is based; and the detailed scope of work, schedule and compensation of ENGINEER. Work Authorizations are to be construed to be in addition to, supplementary to and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Work Authorization and a provision of this Agreement, the provision of this Agreement will take precedence.

For the purpose of this AGREEMENT, the City of Morristown is hereby designated as OWNER's representative to act for OWNER in giving approvals and authorizations for OWNER as hereinafter set forth.

When mutually agreed by OWNER and ENGINEER, and after having received from OWNER written approval of ENGINEER's Work Authorization, including an estimate of ENGINEER's compensation, and time of performance for specified services, ENGINEER shall provide professional services including but not limited to: planning, environmental and architectural consulting; design and construction plans, specifications; construction engineering services, and final project close out for capital projects such as:

1. Runway Reconstruction, Widening, and Extension
2. Taxiway Extension / Modification
3. Ramp Repair / Rehabilitation
4. Airfield Lighting and NAVAIDS
5. Airfield Striping
6. Expansion of Runway Safety Area(s)
7. Apron Construction
8. T-Hanger / Aircraft Hanger / Maintenance Hanger Design
9. Boundary Surveys for Land Acquisitions
10. Road Location
11. Fixed Base Operator facilities Repair / Replace / Upgrade
12. Fuel Farm Upgrade / Modification
13. Hazard marking
14. Access Road / Parking Area Design
15. Airport Security System Design
16. ALP Update
17. Utilities
18. Approach Plans

II. PAYMENT OF SERVICES

- A. OWNER agrees to compensate ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2, and not prohibited by the laws of the State of Tennessee.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization, sample form attached as of Exhibit "A", which shall be prepared by ENGINEER and submitted to OWNER for review and approval. The receipt of an approved Work Authorization will constitute ENGINEER's Notice-to-Proceed.

ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed by the OWNER nor is the budget stipulated in a Work Authorization to be exceeded without prior written approval from OWNER in the form of a supplemental Work Authorization.

B. The following methods of payment shall be used:

ENGINEER's compensation will be based on an hourly rate plus reimbursable expense (time and charges) or a lump sum method as specified in the particular Work Authorization. The ENGINEER's 2017 labor rates by labor classification are attached as Attachment A. Labor rates may be adjusted yearly on the anniversary date of the Agreement, as agreed between the OWNER and ENGINEER.

Reimbursable costs include fees of Professional Associates (whose expertise is required to complete the project) and non-standard project expenses. Fees for Professional Associates shall be charged at actual cost plus ten (10) percent and shall be itemized in the invoice.

C. Invoices:

1. Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of this agreement, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of an invoice meeting the requirements of this section. All invoices submitted for payment shall be original hard copies and shall include the following:

- a) City Project number, City Account Code, and TDOT/TAD PIN (if applicable)
 - b) Summary of work completed by consultant for period of invoice, including:
 - i. the Task and/or Phase of the project
 - ii. deliverable(s) provided
 - iii. design milestone(s) achieved
 - c) Summary of design and/or construction progress for both the invoice period and the overall project, including:
 - i. design and/or construction progress for each phase and for the overall project
 - ii. explanation of any variances from the original schedule and an action plan to return the project to the schedule
 - d) Summaries of design and/or construction budget progress for both the invoice period and the overall project, including:
 - i. design and/or construction budget progress for each phase and for the overall project
 - ii. explanation of any variances from the original budget and an action plan to return the project to the budget
2. Any proposed reallocation of design funds to different phases of the project must be approved by the Owner in writing prior to the work being performed.

- a) Additional written approval must be granted by all funding agencies participating in the project.
- 3. For a Project with grant or other agency funding participation:
 - a) The Engineer shall be knowledgeable of reimbursement rules of those agencies.
 - b) Engineer shall provide notice to the Owner of any tasks or actions which the Owner must undertake to accomplish project funding adjustments.
 - c) Within 14 days of receipt of payment from the Owner for services under this Agreement, Engineer shall submit a properly-prepared request for Reimbursement of the Owner's payment to the appropriate funding agency or agencies.

D. Payments:

- 1. *Application to Interest and Principal*: Payment will be credited first to any interest owed to Engineer and then to principal.
- 2. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and Owner's failure to pay is not as a result of a dispute regarding an invoice, or a portion thereof, pursuant to 4.02.C, then:
 - a) the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - b) Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- 3. *Disputed Invoices*: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. Upon notice to Engineer that an invoice, or a portion thereof, is subject to dispute, the parties may immediately commence the dispute resolution process as follows:
 - a) Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mediator or mediation service to be jointly selected and agreed upon by both Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute

resolved by a court of competent jurisdiction located in Hamblen County, Tennessee or in the United State Federal Court located in Knoxville, Tennessee

Engineer shall continue performance pursuant to this Agreement while the dispute resolution process is underway.

4. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C (if included in the Agreement) and the specific Task Order.

III. MISCELLANEOUS PROVISIONS

- A. Opinion of Probable Construction Cost: Since ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the opinions of probable construction cost provided by ENGINEER are to be made on the basis of experience and qualifications but ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bid for construction of the Project.
- B. Extra Work: It is mutually understood and agreed that OWNER will compensate ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond ENGINEER's control and when requested or authorized by OWNER. Compensation for such extra work when authorized by OWNER shall be in accordance with Section II.
- C. Design Standards: Digital format drawings must be developed using the current at the time TDOT Aeronautics Division approved Microstation CADD level structure and symbologies.

IV. OWNERSHIP AND REUSE OF DOCUMENTS

All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or ENGINEER's independent professionals or consultants. OWNER expressly agrees to the extent permitted by law to indemnify and hold ENGINEER, and ENGINEER's independent professionals and consultants, harmless from any and all liability, claims, damages, losses and expenses, including attorney fees, arising out of or the resulting therefrom. Any such verification or

adaptation will entitle ENGINEER to further compensation at rates and amounts agreed upon by OWNER and ENGINEER. Notwithstanding the above, OWNER shall be provided, upon request, a reproducible copy of any drawing and other data, including electronic files, produced under this Agreement at the cost of reproduction.

V. RESPONSIBILITY OF THE ENGINEER

- A. OWNER understands that ENGINEER is rendering personal services under this Agreement and that ENGINEER cannot and does not warrant or guaranty that those services will be rendered perfectly or without error. OWNER agrees that each of the obligations of this Agreement are not warranties or guaranty of any kind, and that nothing ENGINEER does or advises shall be construed as a warranty or guaranty of any kind. Services provided by ENGINEER under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER will correct those services not meeting such standard without additional compensation. It is understood and agreed between the parties hereto that neither party shall be in any event be liable for loss of profit, loss of business, or other indirect or consequential damages unless otherwise covered by insurance required elsewhere in this instrument.
- B. Approval by Owner or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve ENGINEER of his responsibility for the technical adequacy of his work.
- C. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

VI. SUBCONTRACTS

In fulfilling its duties pursuant to this Agreement, OWNER recognizes that ENGINEER may elect to subcontract to others certain portions of the work, but that all provisions within the Agreement remain applicable to the ENGINEER and any of its Subcontractors.

VII. PERIOD OF SERVICES

- A. This Agreement shall apply to all Projects initiated within a five (5) year period, more or less, starting after the effective date of the first Work Authorization.
- B. ENGINEER acknowledges that OWNER retains the right to initiate other procurement actions for projects, which may be initiated within the five-year period, and OWNER is under no obligation whatsoever to award said assignments to ENGINEER.

VIII. TERMINATION

- A. This Agreement may be terminated in whole or in part in writing by either party under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - 1. Not less than ten (10) calendar days written notice of intent to terminate; and
 - 2. An opportunity for consultation with the terminating party prior to termination.
- B. This Agreement may be terminated in whole or in part, in writing, by OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that ENGINEER is given:
 - 1. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - 2. An opportunity for consultation with the terminating party prior to termination.
- C. Upon receipt of a termination notice, ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by ENGINEER performed under this Agreement, whether completed or in process, at the cost of reproduction.
- D. If either party terminates this Agreement, ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by OWNER of the completed phase shall be considered full compensation due ENGINEER.

IX. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and ENGINEER arising out of or related to this Agreement or the breach thereof must first be submitted to mediation before legal redress may be instituted in a Court of competent jurisdiction located in Hamblen County, Tennessee or in the United States Federal Court located in Knoxville, Tennessee. The parties must make their best efforts to agree upon a duly certified mediator. If this is not accomplished, the parties shall submit to and be bound by a judicial order appointing such mediator.

X. AUDIT: ACCESS TO RECORDS

- A. ENGINEER shall maintain books; records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. OWNER, the FAA, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents,

papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.

- B. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after OWNER makes final payment.

XI. INSURANCE

- A. At all times when any Task Order is under performance, Owner and Engineer shall each procure and maintain insurance as set forth in Exhibit B, "Insurance."
- B. Owner and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit B. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- C. Both parties agree that required insurance will remain in force during the duration of this Agreement and that any lapse in coverage will not relieve the breaching party of liability.
- D. ENGINEER will maintain Professional Liability coverage for three years after completion of services performed under the terms of any Task Order.
- E. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit B. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.
- F. When applicable, the Engineer will incorporate the Owner's insurance requirements for Contractors into the bidding documents. The Engineer, when under contract to perform bidding phase services, will verify that the selected Contractor meets the Owner's insurance requirements.

XII. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations. ENGINEER shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the

selection and retention of subcontractors, including procurement of materials and leases of equipment. ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when this Agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Subcontractors, including procurement of materials and equipment. In all solicitations, either by competitive bidding or negotiations made by ENGINEER, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by ENGINEER of ENGINEER's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. This Agreement shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information ENGINEER shall so certify to OWNER or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, OWNER shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to ENGINEER under the Agreement until ENGINEER complies, and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. ENGINEER shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. ENGINEER shall take such action with respect to any subcontract or procurement as OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, ENGINEER may request OWNER and/or the United States to enter into such litigation to protect interests of the United States.

XIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- A. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.

- B. DBE Obligation: ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, age, sex, or handicap in the award and performance of DOT-assisted contracts.

XIV. OWNER'S RESPONSIBILITY

OWNER shall:

- A. Provide all criteria and full information as to OWNERS requirements for each Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at its disposal all available information pertinent to each Project including previous reports and any other data relative to design or construction of each Project.
- C. Furnish to ENGINEER upon its request, as required for performance of ENGINEER's Scope of Services, any existing available data in OWNER's possession prepared by OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing its services.
- D. Assist in arranging access to and make all reasonable provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.

- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- I. Bear all costs incident to compliance with the requirements of Section XIV.

XV. MAILING ADDRESSES

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representatives as follows, unless and until ENGINEER is otherwise notified:

Primary contact:

Joey Barnard
Finance Director
City of Morristown
100 West First North Street
Morristown, TN 37814

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of MICHAEL BAKER INTERNATIONAL, INC. as follows, unless and until OWNER is otherwise notified:

Mr. Jason Bennett, P.E.
2030 Falling Waters Road, Suite 125
Knoxville, Tennessee 37922

Any notices or communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVI. LIABILITY

ENGINEER agrees to indemnify and hold OWNER, its directors, employees and agents harmless against all losses, damages, costs, expenses, including reasonable attorneys fees, and liabilities, which OWNER incurs as a result of any third party claim against OWNER for damages arising from ENGINEER's work performed under this Agreement that were caused by ENGINEER's negligent acts or omissions.

XVII. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

OWNER and ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither OWNER nor ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

OWNER:

ENGINEER:

THE CITY OF MORRISTOWN

MICHAEL BAKER INTERNATIONAL,
INC.

BY: _____
Anthony Cox

BY: _____
Thomas Montgomery

TITLE: City Administrator

TITLE: Vice President

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

EXHIBIT "A"
EXAMPLE

Work Authorization Number - XX

Date: _____

(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Morristown (OWNER) and Michael Baker International, Inc. (ENGINEER) dated _____, 20XX.

Scope of Services:

To be prepared for each specific work authorization, including exhibits and attachments.

Time of Performance:

• Notice to Proceed	To Be Determined
• Survey and Geotechnical	To Be Determined
• 35% Design Submittal	To Be Determined
• 95% Design Submittal	To Be Determined
• Advertise for Bids	To Be Determined
• Pre-Bid Meeting	To Be Determined
• Receive Bids	To Be Determined
• Contract and Grant Preparation	To Be Determined
• Pre-Construction Meeting	To Be Determined
• Construction Notice to Proceed	To Be Determined
• Construction Duration	To Be Determined
• Final Inspection	To Be Determined
• Project Closeout	30-days following Final Inspection

Compensation:

• Basic Services – Lump Sum	\$ _____
• Special Services – Lump sum	
○ Survey	\$ _____
○ Geotechnical	\$ _____
○ Construction Testing	\$ _____
○ Construction Inspection	\$ _____
○ Land Acquisition Services	\$ _____
• Reimbursables	\$ _____
TOTAL NOT TO EXCEED	\$ _____

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL

Title:

Thomas Montgomery, P.E.
Title: Vice President

Date: _____

Date: _____

EXHIBIT B

INSURANCE:

Section XI of the Agreement is amended and supplemented to include the following agreement of the parties.

XI INSURANCE

- A. The limits of liability for the insurance required by Section XI of the Agreement are as follows:

1. By Engineer

a. Workers' Compensation Statutory

b. Employer's Liability –

1) Each Accident	<u>\$100,000</u>
2) Disease, Policy Limit	<u>\$500,000</u>
3) Disease, Each Employee	<u>\$100,000</u>

c. General Liability –

1) Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>
2) General Aggregate	<u>\$2,000,000</u>

d. Excess or Umbrella Liability –

1) Each Occurrence	<u>\$5,000,000</u>
2) General Aggregate	<u>\$5,000,000</u>

e. Automobile Liability –

1) Combined Single Limit (Bodily Injury and Property Damage) Each Accident	<u>\$1,000,000</u>
---	--------------------

f. Professional Liability –

1) Each Claim Made	<u>\$4,000,000</u>
2) Annual Aggregate	<u>\$4,000,000</u>

2. By Owner

a. Workers' Compensation Statutory

b. Employer's Liability –

1) Each Accident	<u>\$100,000</u>
------------------	------------------

- | | |
|---------------------------|------------------|
| 2) Disease, Policy Limit | <u>\$500,000</u> |
| 3) Disease, Each Employee | <u>\$100,000</u> |

c. General Liability –

- | | |
|--|--------------------|
| 1) General Aggregate | <u>\$2,000,000</u> |
| 2) Each Occurrence (Bodily Injury and Property Damage) | <u>\$1,000,000</u> |

d. Excess Umbrella Liability –

- | | |
|----------------------|------------|
| 1) Each Occurrence | <u>N/A</u> |
| 2) General Aggregate | <u>N/A</u> |

e. Automobile Liability –

- | | |
|---|--------------------|
| 1) Combined Single Limit (Bodily Injury and Property Damage)
Each Accident | <u>\$1,000,000</u> |
|---|--------------------|

B. Additional Insureds

1. The Owner shall be listed as an additional insured on all of the following policies which the Engineer has in effect: General Liability, Excess Liability, Umbrella Liability, Environmental Liability, and Automobile Liability.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Liability Insurance Additional Insured status.

C. Workers' Compensation

1. Waiver of Subrogation for the City of Morristown is required.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Workers' Compensation Wavier of Subrogation.
2. The City of Morristown will not accept any owner-partner-member or officer to be excluded from the Workers' compensation coverage except according to Tennessee State law regarding contractors' exemptions.
 - a. A copy of the Workers' Compensation Exemption must be provided with the Certificate of Insurance.

ATTACHMENT A
BILLING RATES

MORRISTOWN REGIONAL AIRPORT

CONFIDENTIAL

2017 SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$184.00
Project Manager	\$161.00
Senior Engineer/Architect/Planner/Environmental	\$128.00
Engineer/Architect/Planner/Environmental	\$100.00
Designer	\$ 88.00
Technician (CAD)	\$ 72.00
Technical Assistant (Clerical)	\$ 62.00

***NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until November 1st, 2018 at a minimum. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

CONSTRUCTION VEHICLES

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.

Work Authorization Number 17-1

Date: December 31, 2017

(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Morristown (OWNER) and Michael Baker International, Inc. (ENGINEER) dated December 31, 2017.

Scope of Services:

Provide General Consulting services not part of a specific and separate Work Authorization. Services shall be limited to work items specific to Morristown Regional Airport (MOR). Work items include, but are not limited to:

- Preliminary/Schematic design and evaluation
- Airport Capital Improvements Program assistance
- Coordination with state funding agencies
- Attend airport related meetings as directed by OWNER
- Miscellaneous airport consulting needs requiring professional services as directed by OWNER.

ENGINEER shall not commence any work under this Work Authorization unless explicitly directed by an authorized OWNER representative in writing. ENGINEER billing under this Work Authorization shall provide work item descriptions with each invoice.

Time of Performance:

As agreed upon when necessary.

Compensation:

Hourly rates and overhead expenses shall be as listed within Attachment 'B' of the Professional Services Agreement.

- Basic Services – Hourly

TOTAL NOT TO EXCEED

\$10,000.00

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL

Anthony Cox
Title: City Administrator

Thomas Montgomery, P.E.
Title: Vice President

Date: _____

Date: _____

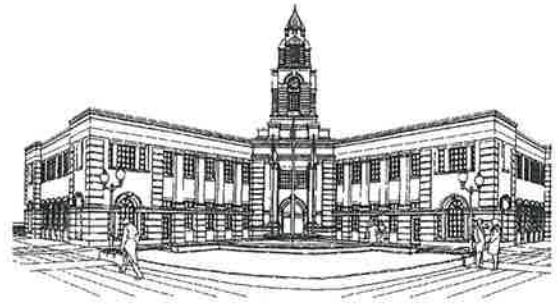
**CHANGE TO AGREEMENT FOR SERVICES**

Form CA-071

Date: November 21, 2017	Job Number: 4143-17-058	Change Number: 41-1700404C1
S&ME, Inc. (hereafter Consultant)		Client Name: City of Morristown (hereafter Client)
Address: 1413 Topside Road City: Louisville State: TN Zip: 37777		Address: 100 West First North Street City: Morristown State: Tennessee Zip: 37814
Telephone: 865-970-0003 Fax:		Telephone: 423-585-4614 Fax:
PROJECT		
Project Name: Old Morristown Landfill Additional Environmental Services Project location: (Street Address) Pinebrook Road City: Morristown State: TN Zip: 37814		
AGREEMENT FOR SERVICES		
Date of Agreement For Services between Client and Consultant: August 22, 2017 WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project. WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client. NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.		
CHANGE TO AGREEMENT FOR SERVICES		
The above identified Agreement For Services is changed pursuant to proposal number: 41-1700404C1 dated: 11/21/17 This Change will extend the time required for completion of the Agreement: see Change Order 41-1700404C1 The total agreement amount after this Change to Agreement For Services: see Change Order 41-1700404C1		
CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES. Agreed to and executed by Client's and Consultant's authorized representatives.		
CLIENT: _____	S&ME, Inc.	
BY: _____ (Signature)	BY: _____ (Signature)	
_____ (Print Name / Title)	_____ (Print Name / Title)	
DATE: _____	DATE: _____	
Client's FAXED or DIGITAL signature to be treated as original signature		

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council Members

From: Chief Roger D. Overholt

Date: November 30, 2017

Re: Promotions

I am requesting that I be allowed to make promotions to the below listed positions. Please see the attached Civil Service Eligibility Rosters.

- Patrol Lieutenant
- Patrol Sergeant
- Patrol Corporal

Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - **LIEUTENANT**

UPDATED ON JULY 11, 2017 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Brian Sulfridge	28-Feb-19
2	John Fassler	28-Feb-19
3	Eddie Dilbeck	28-Feb-18

For the Civil Service Board:



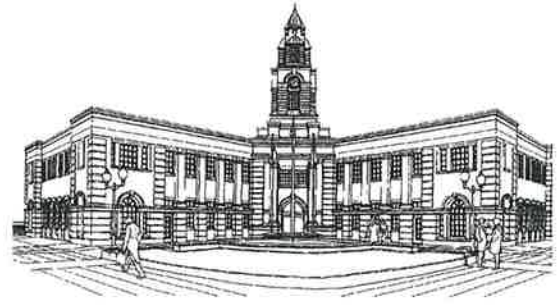
Lee Parker, Chairman

7-11-2017

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council Members

From: Chief Roger D. Overholt

Date: November 30, 2017

Re: Promotions

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- Patrol Lieutenant
- Patrol Sergeant
- Patrol Corporal

Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - SERGEANT

UPDATED ON JULY 11, 2017 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Craig Jarnigan	28-Feb-19
2	Travis Stansell	28-Feb-19
3	Lloyd Crocker	28-Feb-19
4	Todd Davidson	28-Feb-18
5	Brad Rice	28-Feb-19
6	Brad Jacobs	28-Feb-19
7	Drew Cothern	28-Feb-18
8	Diana Pierce	28-Feb-19
9	Ken Hinkle	28-Feb-19
10	David Hancock	28-Feb-19
11	David Klein	28-Feb-18
12	James Waters	28-Feb-18

For the Civil Service Board:



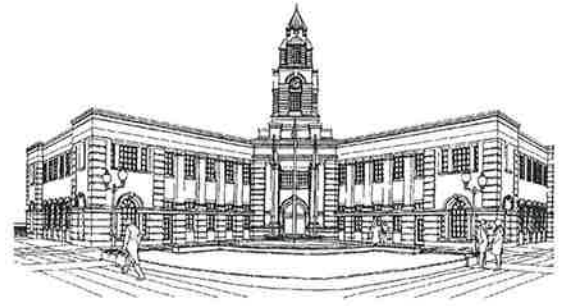
Lee Parker, Chairman

7-11-2017

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council Members

From: Chief Roger D. Overholt

Date: November 30, 2017

Re: Promotions

I am requesting that I be allowed to make promotions to the below listed positions. Please see the attached Civil Service Eligibility Rosters.

- Patrol Lieutenant
- Patrol Sergeant
- Patrol Corporal

Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL - PATROL

UPDATED ON JULY 11, 2017 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Brad Rice	28-Feb-19
2	Drew Cothorn	28-Feb-18
3	David Klein	28-Feb-18
4	Michael Voccola	28-Feb-18
5	Devin Cribley	28-Feb-19
6	James Waters	28-Feb-18

For the Civil Service Board:



Lee Parker, Chairman

7-11-2017

Date