

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MARCH 7, 2017 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Don Lamb, Chaplain, Morristown Fire Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
February 21, 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. 3555.05
To Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and to Re-Allocate Funds that had been Previously Appropriated for Other Purposes; funds are Being Re-Allocated to Provide Sufficient Appropriations for Equipment Items in Various Departments.
9. **NEW BUSINESS**
- 9-a. **Resolutions**
 1. Resolution No. _____
Being a Resolution of the City of Morristown, Tennessee, Accepting the Proposal of the Tennessee Department of Transportation to Construct a Project Designated as Federal Project No. STP/NH-34 (39), State Project No. 32005-2232-14, Hamblen County Pin No. 101419.02, SR-34: From West of Old Stagecoach Road in Russellville to Steadman Road (EPD).

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
To Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and to Appropriate Additional Funds totaling \$300,000 necessary to cover Engineering Costs, Construction Costs (Including Contingency), for the re-roof at Rose Center; and changes made at Farmers Market Phase II.
{Public Hearing March 21, 2017}

9-c. Awarding of Bids/Contracts

1. Approval of Agreement between the City of Morristown and John Bell dealing with the payment of cost for infrastructure to serve the Merchants Greene Development as well as signage at the entrance of said development.
2. Approval of Dick's Sporting Goods Sponsorship Agreement
3. Approval of Request for Qualification (RFQ) to Arbor Excel, LLC as the City's Tree Trimming Vendor, and allow the City Administrator to negotiate and enter into contract with them.
4. Approval of Rose Center Roofing Bid to ABG Caulking in the amount of \$181,760.
5. Approval of task to existing engineering agreement with Strategic Services Company, LLC, (SSC).
6. Approval of Change Order No. 1 to King General Contractors, Inc. in the amount of \$27,527.25 for Farmers Market Phase II.
7. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Hamblen Co. Dept. of Education, at the site of Collins Estate (Lots 1-5) – Hamblen Co. Bus Garage.

9-d. Board/Commission Appointments

9-e. New Issues

1. Declaration of the following item as surplus property and authorizing the disposal thereof: One (1) Dell Poweredge 1900 server, (Service Tag: HFXRBC1), this equipment is no longer being supported by Dell or Microsoft and has been replaced.

2. Fire Department promotion [Fire Marshal].
3. Fire Department promotion [Battalion Chief].
4. Fire Department promotion [Captain].
5. Fire Department promotion [Lieutenant].
6. Fire Department promotion [Driver].

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

March 21, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
March 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 14, 2017	(Friday)	City Employee's Holiday, Good Friday
April 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
April 18, 2017	(Tues) 5:00 p.m.	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 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
March 7, 2017 5:00 p.m.

1. Title 15 Morristown Municipal Code.

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

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

Councilmember Pedigo made a motion to approve the February 7, 2017, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held pertaining to Ordinance No. 3555.04. The following people spoke: Nigel Reid.

Councilmember Pedigo made a motion to approve Ordinance No. 3555.04 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3555.04

To Amend Ordinance Number 3555, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2016-2017 and to Appropriate an Additional Sum of \$68,286 Specifically for Grant Funds Received for the Police Department for the Purchase of Equipment, Lawsuit Settlement Proceeds and the Appropriation in Accordance with an Existing Contract, and the Reclassification of Appropriations for the Payment of Closing Costs on Bond issue.

Councilmember Smith made a motion to approve Ordinance No. 3555.04 on first reading and schedule a public hearing relative to final passage of said ordinance for March 7, 2017. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3555.05

To Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017, and to re-allocate funds that had been previously appropriated for other purposes; funds are being re-allocated to provide sufficient appropriations for equipment items in various departments.

Councilmember Alvis made a motion to approve the Uniform Bid for Parks & Recreation Department and Public Works Department to Access Solutions. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Bucket Truck Bid for the Public Works Department to Altec in the amount of \$120,298. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Dependent Insurance Audit from Impact Interactive in the amount of \$7,258. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) between City of Morristown and East Main Storage. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney re-appointed Jack Kennerly to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2021.

Mayor Chesney appointed K.C. Culberson-Alvarado to the Morristown Regional Planning Commission for the remaining term of Doug Beier, who resigned, term to expire March 1, 2019.

Mayor Chesney adjourned the February 21, 2017, City Council meeting at 5:33 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: 3555.05

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND TO RE-ALLOCATE FUNDS THAT HAD BEEN PREVIOUSLY APPROPRIATED FOR OTHER PURPOSES; FUNDS ARE BEING RE-ALLOCATED TO PROVIDE SUFFICIENT APPROPRIATIONS FOR EQUIPMENT ITEMS IN VARIOUS DEPARTMENTS.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Public Works - Communications Shop	110-43175-971	Motor Equipment			\$ 25,000	
General (#110)	Public Works - Traffic Devices	110-43190-365	Repair & Maintenance - Traffic Signals				\$ 25,000
General (#110)	Information Technology -	110.41640.964	Office Equipment			\$ 1,250	
General (#110)	Parks & Recreation - Administration	110.44410.413	Office Equipment				\$ 1,250
			Totals	\$ -	\$ -	\$ 26,250	\$ 26,250

PASSED ON FIRST READING THIS _21st_ Day of February 2017

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS _7th_ Day of March 2017

ATTEST: _____

Mayor
City Administrator

**RESOLUTION NO. _____
BEING A RESOLUTION OF THE CITY OF MORRISTOWN,
TENNESSEE ACCEPTING THE PROPOSAL OF THE
TENNESSEE DEPARTMENT OF TRANSPORTATION TO
CONSTRUCT A PROJECT DESIGNATED AS FEDERAL
PROJECT NO. STP/NH-34(39), STATE PROJECT NO. 32005-
2232-14, HAMBLÉN COUNTY, PIN NO. 101419.02, SR-34: FROM
WEST OF OLD STAGECOACH ROAD IN RUSSELLVILLE TO
STEADMAN ROAD (EPD).**

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No. STP/NH-34(39), State Project No. 32005-2232-14, Hamblen County, Pin No.: 101419.02, that is described as “SR-34 (U.S. 11E) from West of Old Stagecoach Rd. in Russellville to Steadman Rd.”; and

WHEREAS, the Morristown Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

WHEREAS, the Morristown Tennessee City Council wishes to cooperate with the State of Tennessee, Department of Transportation, in its road improvements in the City of Morristown, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council that this resolution is duly passed and approved this the 7th day of March, 2017, and shall take affect from and after its passage.

Passed this the 7th day of March, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF MORRISTOWN, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Morristown, Tennessee, hereinafter “CITY”, designated as Federal Project No. STP-34(39), State Project No. 32005-2228-14 , that is described as “SR-34 (U.S. 11E) from West of Old Stagecoach Rd. in Russellville to Steadman Rd.”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local

Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20____.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

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STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING

S.R. 34 (U.S. 11E), FROM WEST OF OLD STAGECOACH RD.
IN RUSSELLVILLE TO STEADMAN RD. (EPD)

RIGHT-OF-WAY

STATE HIGHWAY NO. 34 F.A.H.S. NO. 11E



PROJECT LOCATION
HAMBLEN COUNTY S.R. 34

NO EXCLUSIONS

R.O.W.
FIELD
REVIEW

SCALE: 1" = 1 MILE



ADJACENT PROJECT 32004-2225-04
R.O.W.

32005-2228-14
BEGIN PROJECT NO. STP-34(39) R.O.W.
STA. 375+17.57
N 714078.3147 E 2800841.2137

32005-2228-14
END PROJECT NO. STP-34(39) R.O.W.
STA. 571+00.00
N 716553.9726 E 2817316.5319

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.
THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT C.E. MANAGER 1 OR
TDOT TRANSPORTATION MANAGER 1 : ERIC WILSON, PE
DESIGNED BY : AECOM TECHNICAL SERVICES, INC.
DESIGNER : HEATHER A. DEAN, PE
P.E. NO. : 32005-2228-14 (DESIGN)
CHECKED BY : JEFF KOONITZ, PE
PIN NO. : 101619.02

R.O.W. LENGTH 3.709 MILES

SCALE: 1" = 1 MILE



SURVEY 07-14-03	TRAFFIC DATA
SURVEY UPDATE 11-11-08	ADT (2019) 5,255
SURVEY UPDATE 05-15-15	ADT (2038) 7,777
SURVEY UPDATE 09-21-15	DHV (2033) 777
	D \$5.735
	T (ADT) 11 %
	T (DHV) 7 %
	V 70 MPH

APPROVED

PAUL D. DEGENS, CHIEF ENGINEER

APPROVED

JON SCHROEDER, COMMISSIONER

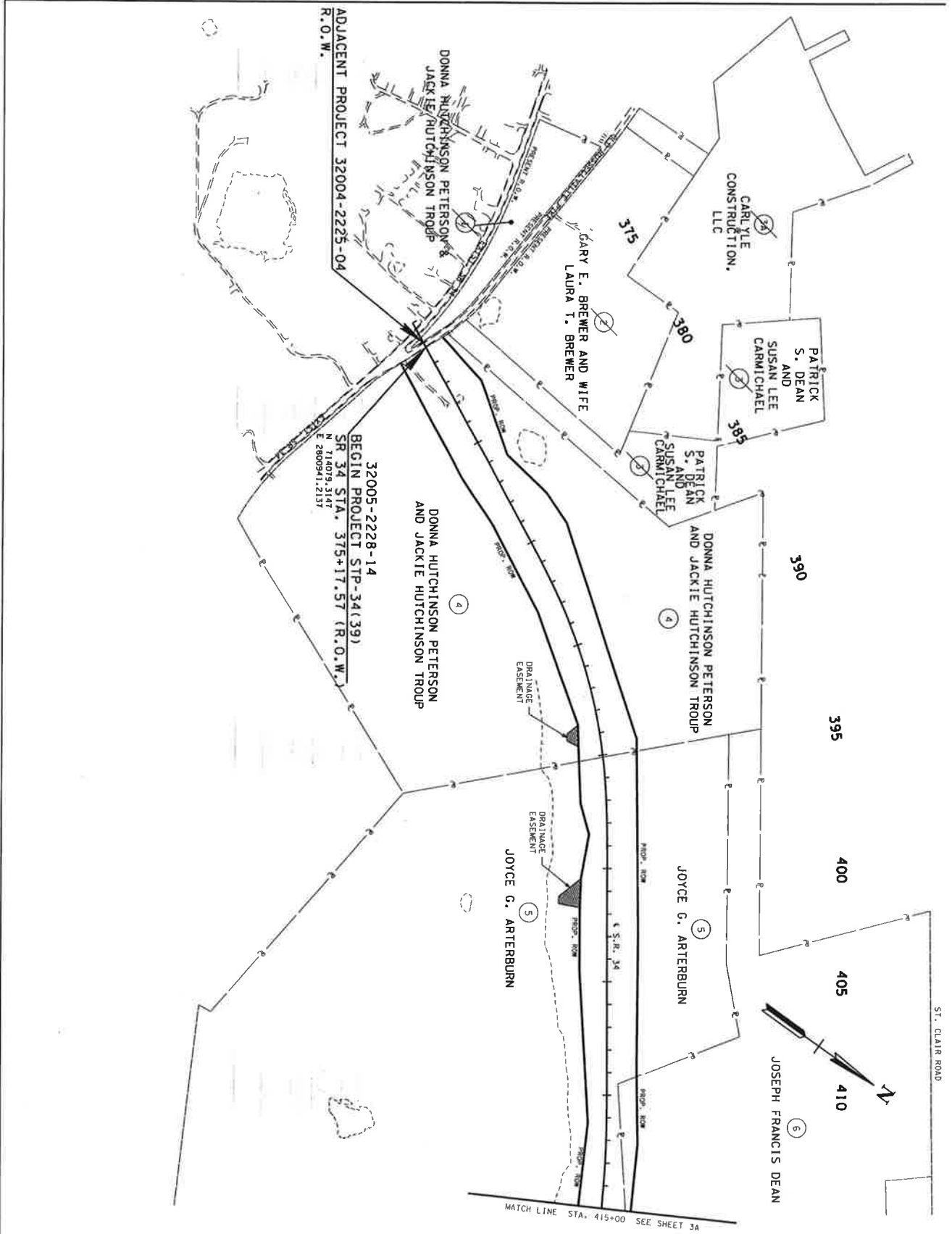
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED

DIVISION ADMINISTRATOR DATE

TECN.	YEAR	SHEET NO.
2017	2017	1
STP-34(39)		
32005-2228-14		

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TYPE	TEAM	PROJECT NO.	SHEET NO.
R.O.W.	2017	STP-34(39)	3

HANSEN CO. S.C. 34

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**R.O.W.
 FIELD
 REVIEW**

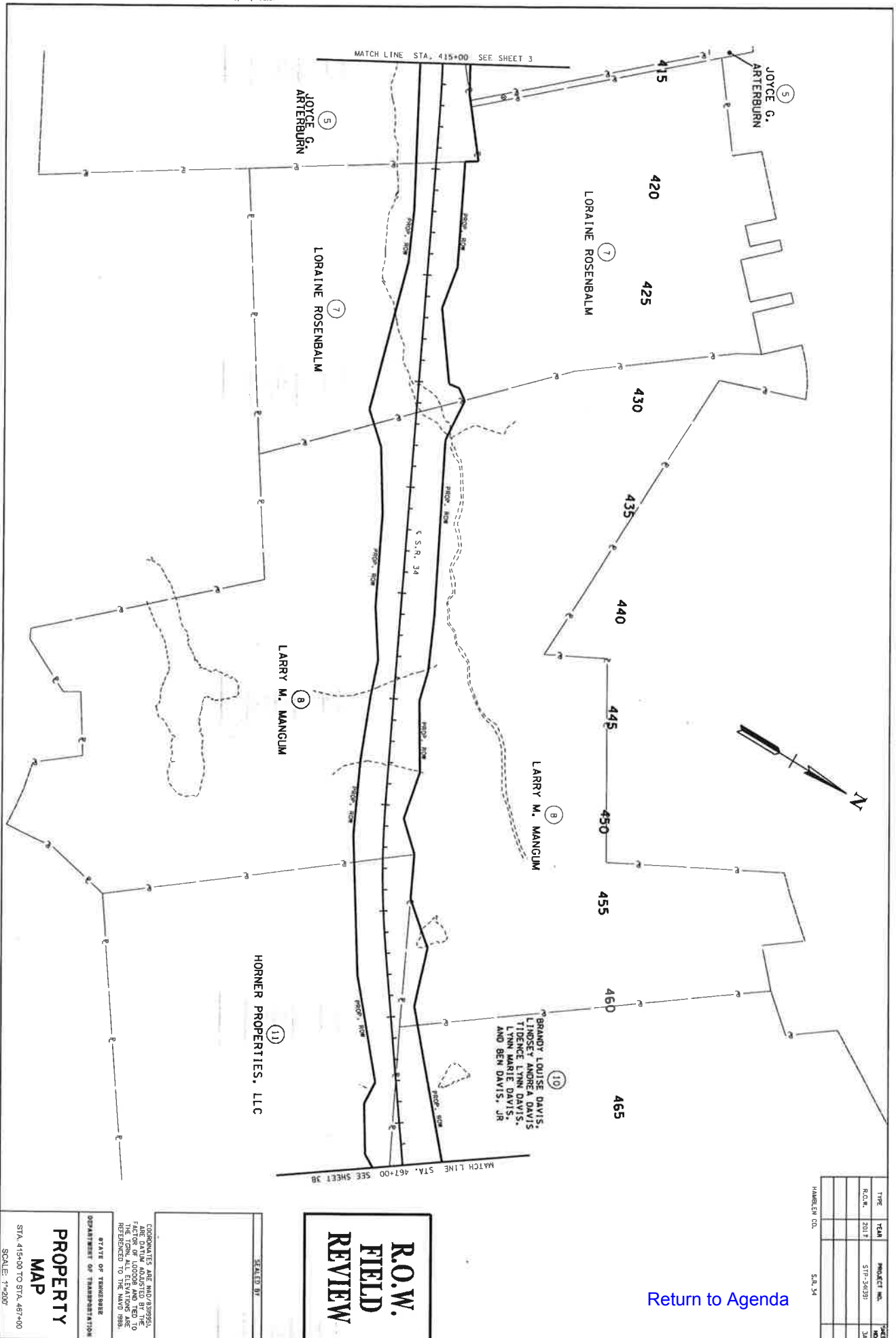
SHEET 31

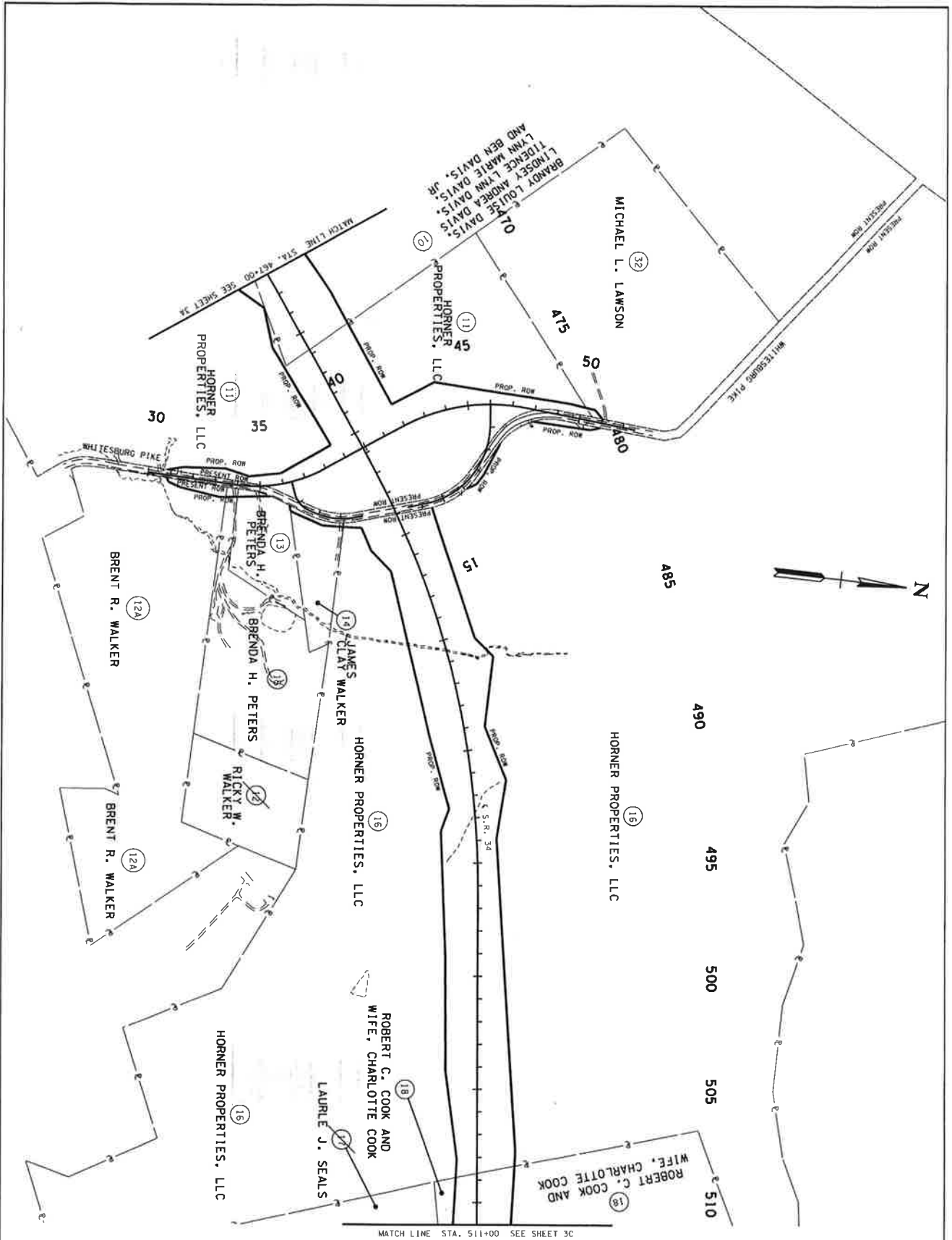
COORDINATES ARE IN UTM 18Q UTM ZONE 18Q
 ELEVATIONS ARE IN FEET
 THE TYPICAL ELEVATIONS ARE
 REFERENCED TO THE NAVD 83

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

**PROPERTY
 MAP**

STA. 375+15.75 TO STA. 415+00
 SCALE: 1"=200'





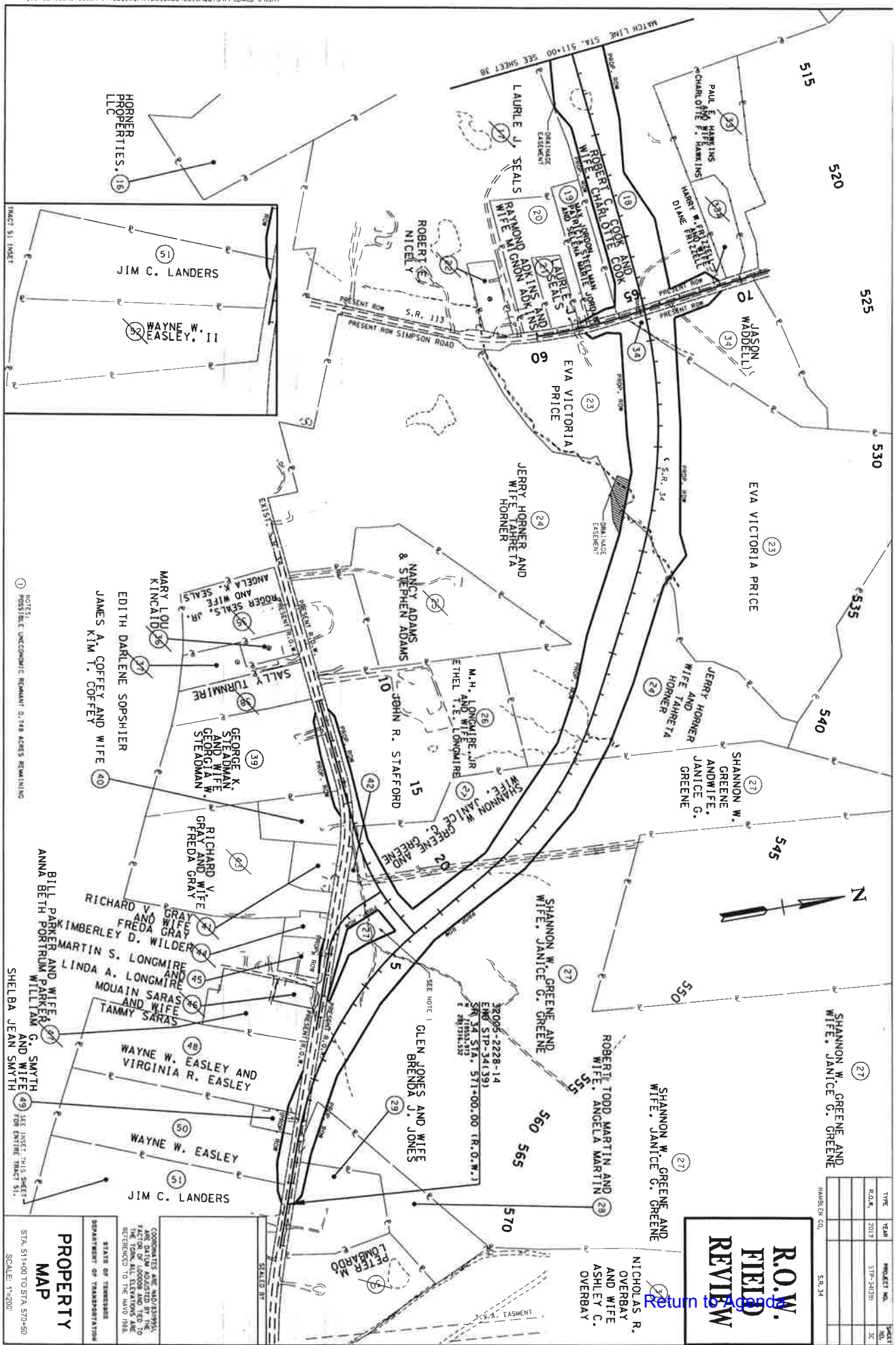
TYPE	YEAR	PROJECT NO.	PROJECT
R.O.W.	2017	STP-34(33)	30

HAMILTON CO. S.R. 34

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**R.O.W.
FIELD
REVIEW**

COORDINATES ARE BASED ON FACTOR OF 1000000 TO BE ADJUSTED TO THE NAVD83 HORIZONTAL DATUM.	STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION
PROPERTY MAP STA. 467+00 TO STA. 511+00 SCALE: 1"=200'	



R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (SQUARE FEET)	
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT	PRICE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM	SLOPE CONST.
37	EDITH HENRIE BOYD-BRIS	13	27-03	1644	204										
38	DALE R. RYAN	13	27	757	668										
39	GEORGE K. STEEDMAN AND WIFE, GEORGIA W. STEEDMAN	13	28	200	404										
40	JAMES A. COFFEY AND WIFE, JIM T. COFFEY	13	28.01	1095	299										
41	ROSEMARY GRAY AND WIFE, FREDA GRAY	13	28.03	5343	437										
42	JOHN R. STAFFORD	13	46	316	140										
43	ROSEMARY GRAY AND WIFE, FREDA GRAY	13	28.03	5343	437										
44	ROBERT L. D. WILDER	13	30	1618	576										
45	MARTIN S. LONGSHIRE AND LINDA A. LONGSHIRE	13	31	1311	89										
46	MOHAMMAD ALI AND WIFE, ZAHARA ALI	13	32.02	1311	89										
47	DALE RYAN AND WIFE, ANN RYAN	13	27	757	668										
48	WAYNE W. EASLEY AND LINDA R. EASLEY	13	38	794	299										
49	WILLIAM C. SMITH AND WIFE, SHELBA JEAN SMITH	13	39	198	217										
50	WAYNE W. EASLEY	13	40	878	195										
51	JIM C. LANDERS	13	41	1111	645										
52	WAYNE W. EASLEY	13	42	1482	104										

RIGHT - OF - WAY NOTES

- IT IS INTENDED THAT ALL BUILDINGS AND/OR PORTIONS OF BUILDINGS THAT ARE WITHIN THE PROPOSED RIGHT-OF-WAY AND/OR EASEMENT LINES FOR THE PROJECT BE REMOVED IN THE PROCESS OF RIGHT-OF-WAY ACQUISITION. IF ANY SUCH BUILDINGS OR IMPROVEMENTS ARE NOT REMOVED IN THE COURSE OF RIGHT-OF-WAY ACQUISITION, THE DESIGN MANAGER, ROADWAY DESIGN DIVISION (AND DESIGN MANAGER, REGIONAL DESIGN OFFICE IF PLANS ARE BEING DEVELOPED IN THE REGIONAL OFFICE) SHALL BE NOTIFIED IN SUFFICIENT TIME TO PERMIT HAVING SUCH REMOVALS DESIGNATED AS A PART OF THE CONSTRUCTION CONTRACT.
- ALL PLANS MUST CONFORM TO THE DEPARTMENT'S POLICY ON FINANCING CONSTRUCTION ON PUBLIC ROAD INTERSECTIONS AND DRIVEWAYS ON HIGHWAY RESURFACING, RECONSTRUCTION AND CONSTRUCTION PROJECTS ON NEW LOCATIONS. THE MANUAL ON RULES AND REGULATIONS FOR CONSTRUCTING DRIVEWAYS ON STATE HIGHWAY RIGHT-OF-WAY, STANDARD DRAWING RPR-4, AND OTHER ACCEPTED DESIGN AND SAFETY STANDARDS.
- EXISTING PAVED DRIVEWAY PER TRACT REMAINDER WILL BE REPLACED INKIND TO A TOUCHDOWN POINT.
- WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT OR UNTIL THE GRADE IS LESS THAN 7 PERCENT.
- WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED A SHOULDER WIDTH FROM THE EDGE OF PAVEMENT AND THE REMAINDER OF THAT DRIVEWAY REPLACED INKIND TO A TOUCHDOWN POINT.
- NEW DRIVEWAYS PROVIDED IN THE PLANS WILL BE PAVED BASED ON THE 7 PERCENT CRITERIA. THOSE 7 PERCENT OR STEEPER IN GRADE WILL BE PAVED AND THOSE FLATTER THAN 7 PERCENT WILL BE COVERED WITH BASE STONE.
- ANY NECESSARY PAVING OF DRIVEWAYS WILL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.
- ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS SHALL REQUIRE A PERMIT ON A STATE ROUTE.
 - ON PROJECTS WITHOUT CURB AND GUTTER, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO SECURE A PERMIT AND TO CONSTRUCT ADDITIONAL DESIRED DRIVEWAYS.
- ON NON-STATE ROUTES, ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS SHALL REQUIRE A PERMIT ONLY IF THE LOCAL AGENCY SPECIFIES THE NEED FOR THAT PERMIT.

UTILITY OWNERS

ELECTRIC: HOUSTON ELECTRIC COOPERATIVE
P.O. BOX 190 1200 WEST MAIN ST.
ROCKERSVILLE, TN, 37857-0190
PH: (423) 772-9821
FAX: (423) 772-9821
CONTACT: DAVID STANTON C:(423)327-9838
dstanton@houstonelectric.com

HIGH VOLTAGE POWER: TENNESSEE VALLEY AUTHORITY
1100 HARRISON ST., BUILDING 50
CHATTANOOGA, TN, 37402
PH: (423) 751-2213
CONTACT: SHANE BRASLEY
shbrasley@tva.gov

TELEPHONE: AT&T
9733 PARKSIDE DRIVE
KNOXVILLE, TN, 37922
PH: (865) 539-8579
FAX: (865) 470-8519
CONTACT: VAUGHN JONES C:(865)789-2324
vj102@att.net

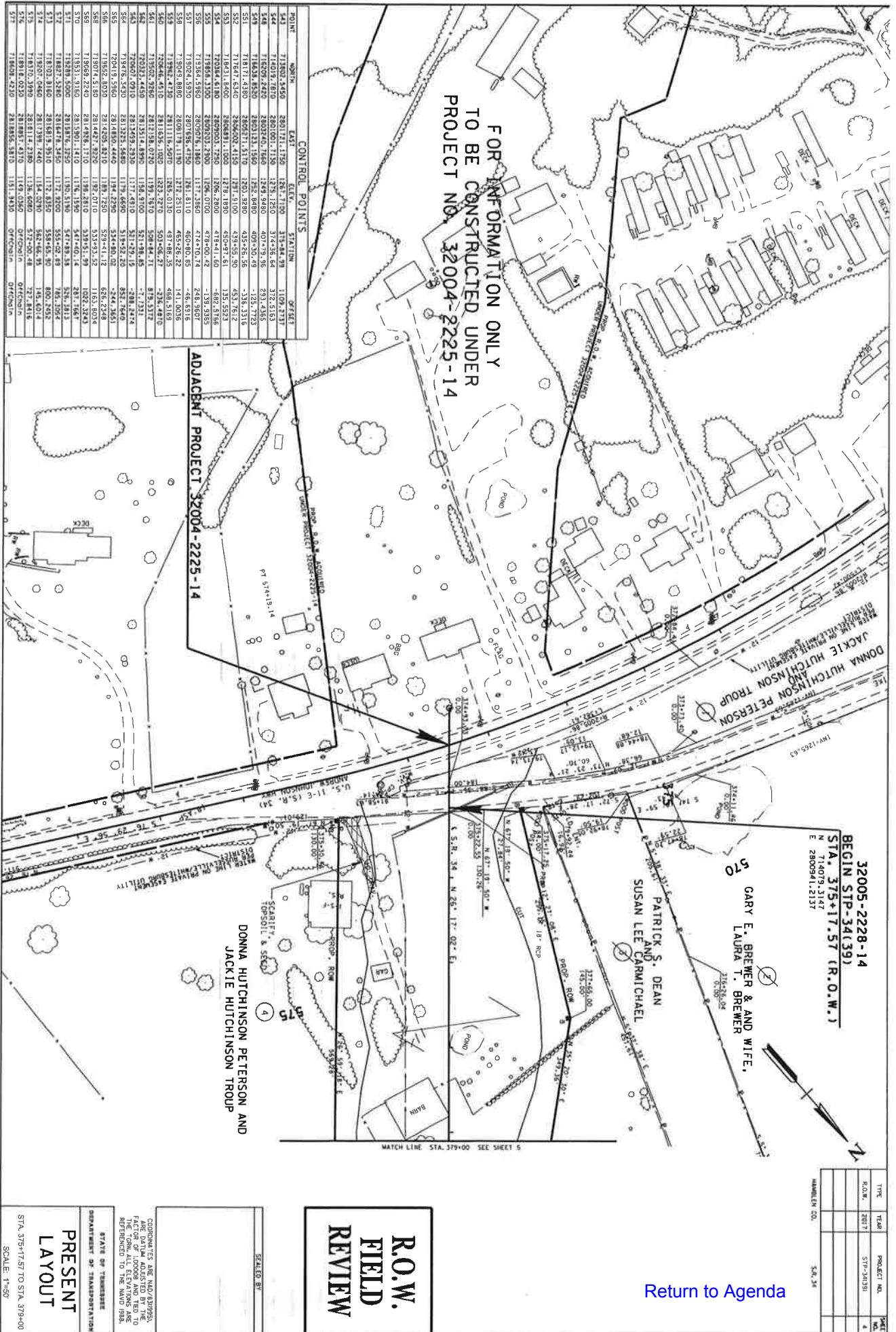
CATV: INFINITY (COMCAST)
1794 OLD GRAY STATION ROAD
GRAY, TN, 37615
PHONE: (423)323-9775
FAX: (423)282-2934
CONTACT: KEVIN WALDROP C:(423)791-4128
Kevin.Waldrop@comcast.com

WATER: RUSSELLVILLE-WHITESBURG UTILITY DISTRICT
P.O. BOX 505
5935 E. ANDREW JOHNSON HWY
RUSSELLVILLE, TN, 37860
PH: (423) 586-2232
Fax: (423) 585-5150
CONTACT: JAMIE CARREN
Jcarren@wdc.com

SEWER: MORRISTOWN UTILITY SYSTEMS
P.O. BOX 667
1831 WALTERS DRIVE
MORRISTOWN, TN, 37814-0667
PH: (423) 517-5314
FAX: (423) 586-1241
CONTACT: MIKE HOWARD mhoward@msutl.com

R.O.W.
FIELD
REVIEW

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
R.O.W. ACQUISITION
TABLE,
R.O.W. NOTES,
UTILITY NOTES
& OWNERS

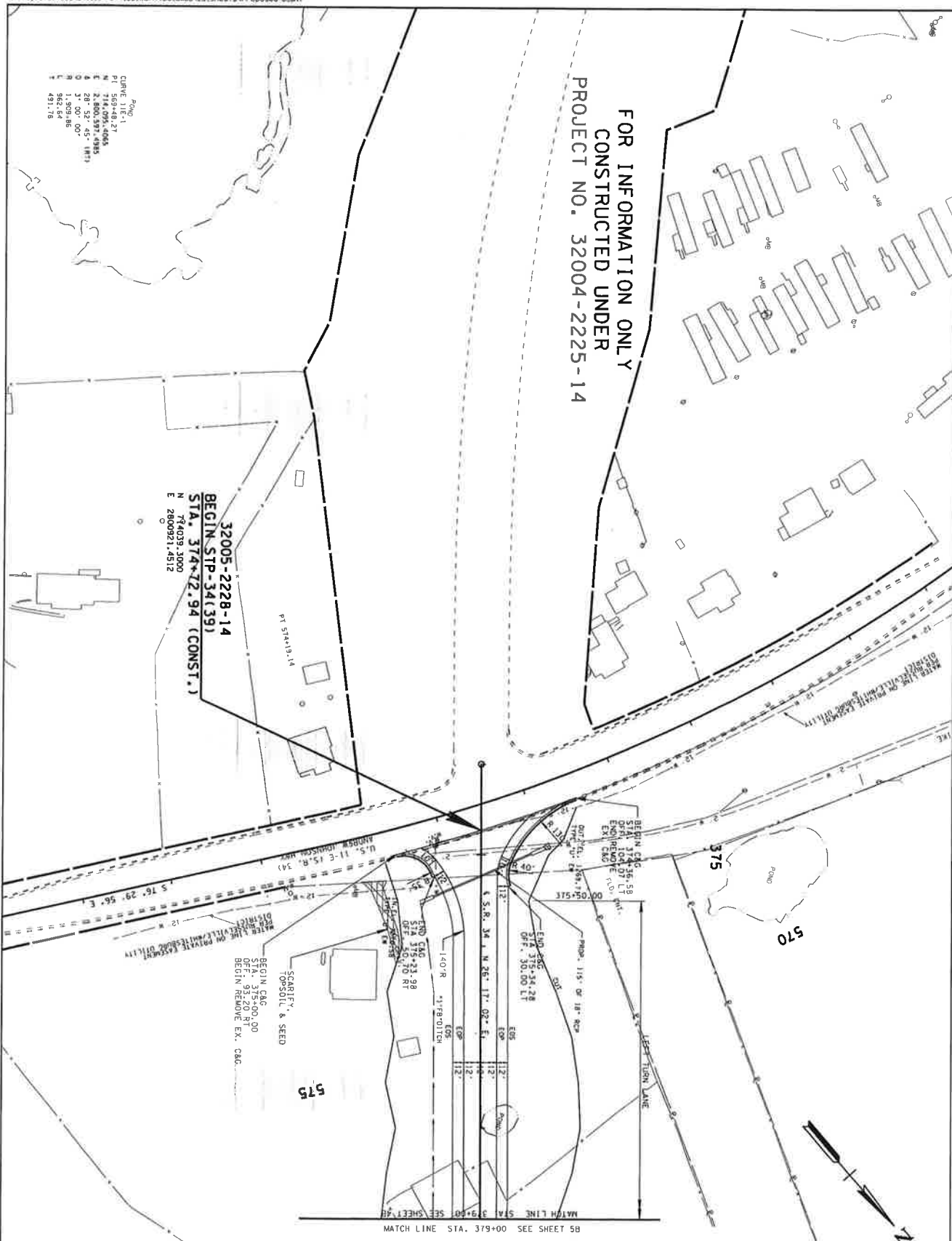


32005-2228-14
BEGIN STP-34(39)
STA. 375+17.57 (R.O.W.)
N 714079.3147
E 2800941.2137

570
GARY E. BREWER & AND WIFE,
LAURA T. BREWER

PATRICK S. DEAN
SUSAN LEE CARMICHAEL

DONNA HUTCHINSON PETERSON AND
JACKIE HUTCHINSON TROUP



FOR INFORMATION ONLY
CONSTRUCTED UNDER
PROJECT NO. 32004-2225-14

32005-2228-14
BEGIN-STEP-34(39)
STA. 374+72.94 (CONST.)
N 74°40'39.3000
E 2800921.4512
O

POND
CURVE 11E-1
PI 565+48.27
N 714.075, 4065
E 2,800.597, 4385
O 28 52° 45' INT
A 3° 00' 00"
I 309.86
R 962.64
L 491.76
T

**R.O.W.
FIELD
REVIEW**

COORDINATES ARE NAVD/201995,
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.00008 AND TIED TO
THE TERN AL ELEVATIONS ARE
REFERENCE TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

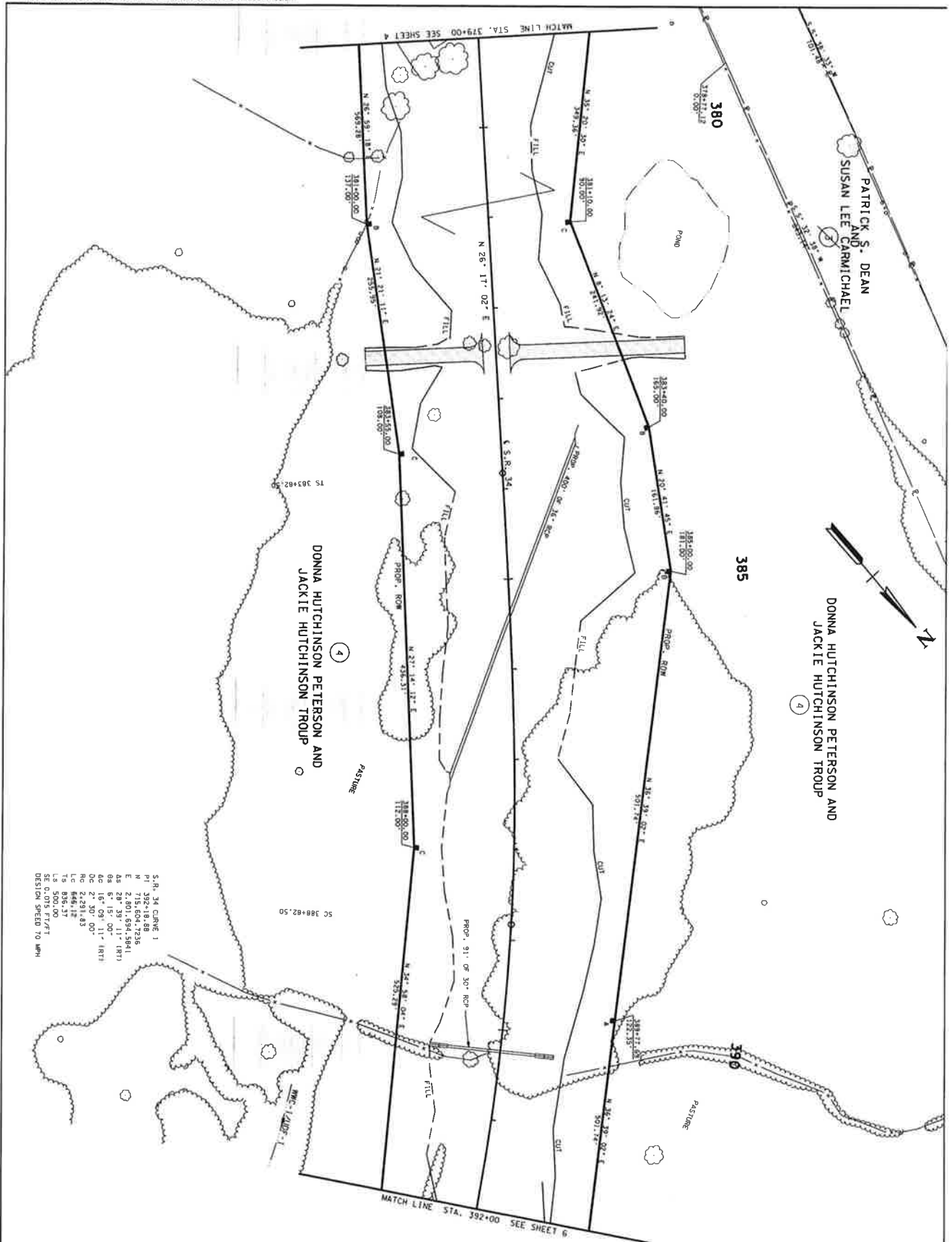
PROPOSED
LAYOUT

STA. 375+17.57 TO STA. 319+00.00
SCALE: 1"=50'

TYPE	YEAR	PROJECT NO.	ACRES
R.O.W.	2017	SIP-361395	48

HANBLETON CO. S.R. 364

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TYPE	YEAR	PROJECT NO.	PAGE NO.
R.O.W.	2017	STP-34/39	5

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**K.O.W.
FIELD
REVIEW**

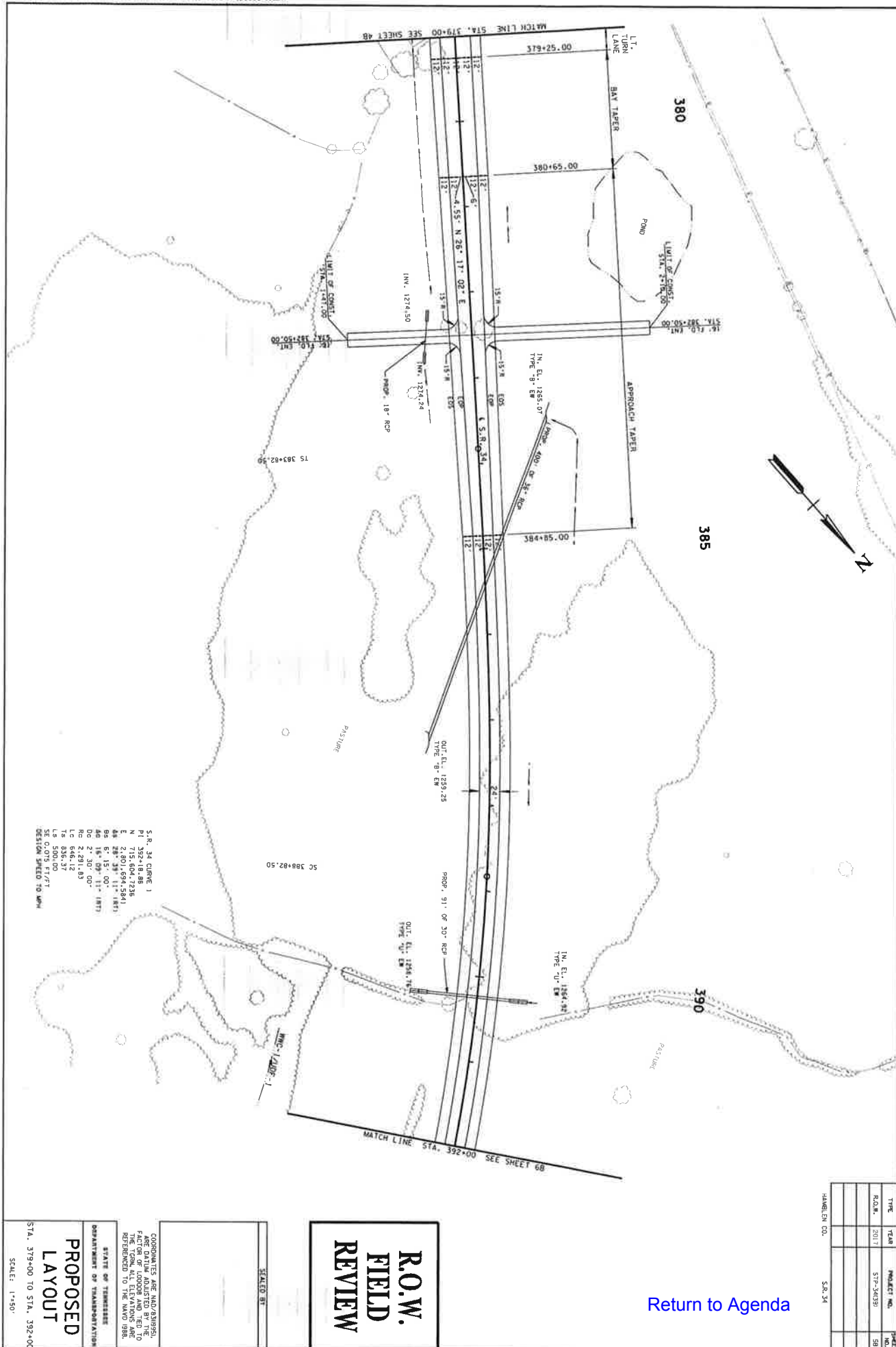
SEALCO BT

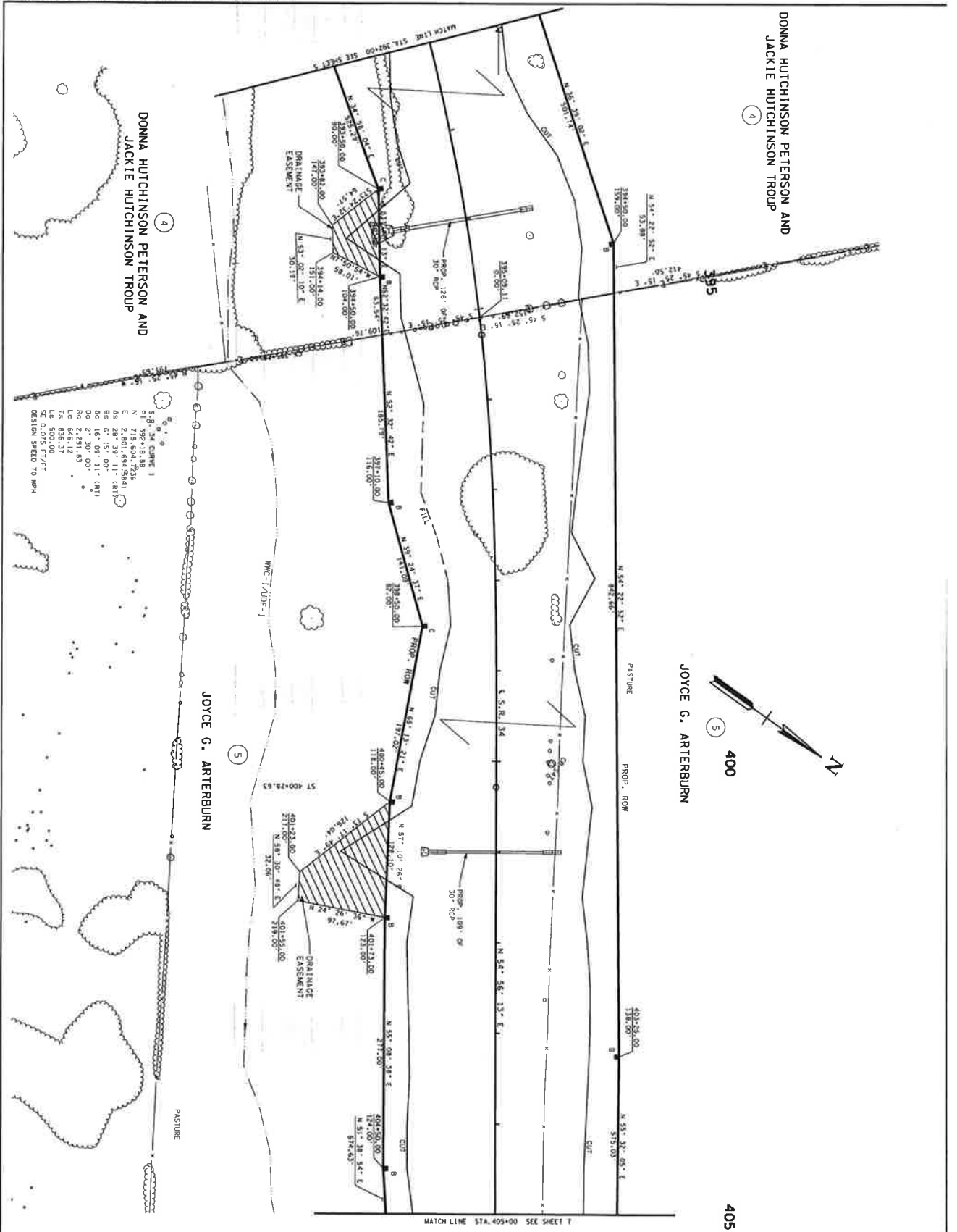
COORDINATES ARE MAG/83/955,
ARE DATUM ADJUSTED BY THE
FACON OF 10000 AND TIED TO
THE TIGON. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

DEPARTMENT OF TRANSPORTATION

**PRESENT
LAYOUT**

SCALE: 1"=50'





TYPE	TEAM	PROJECT NO.	SHEET NO.
R.O.W.	2017	517-246150	6

MANHATTEN CO. S.S. 34

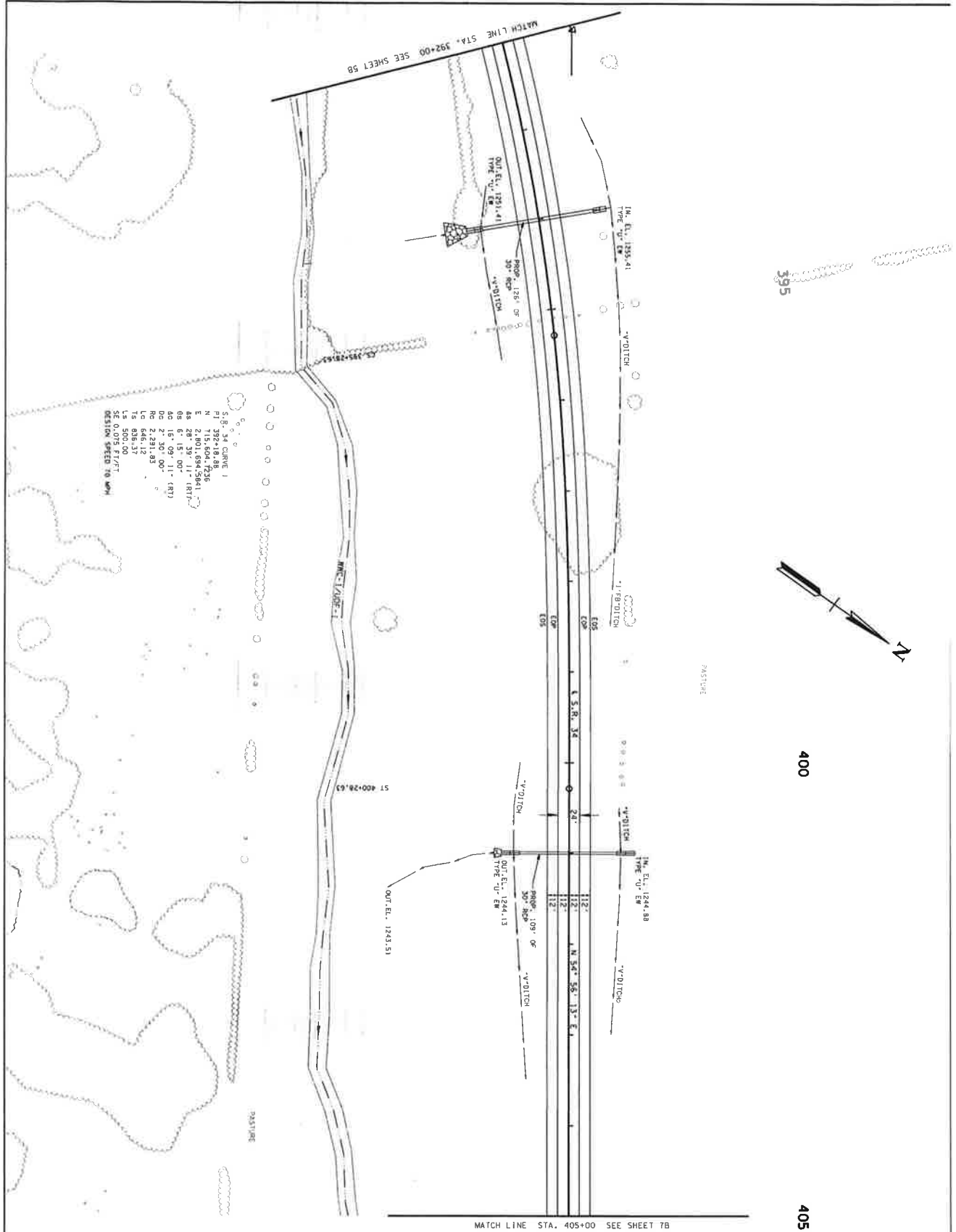
R.O.W. FIELD REVIEW

STATION 302+00 TO STA 405+00
SCALE: 1"=50'

CONTRACT NO. 2017-0001
DATE OF FIELD REVIEW: 10/10/2017
FACED BY: 10/10/2017
REVIEWED BY: 10/10/2017
REVISIONS TO THE FIELD REVIEW

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT



TYPE	YEAR	PROJECT NO.	SALT NO.
R.O.W.	2017	STP-34139	68

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**R.O.W.
FIELD
REVIEW**

SEALED BY

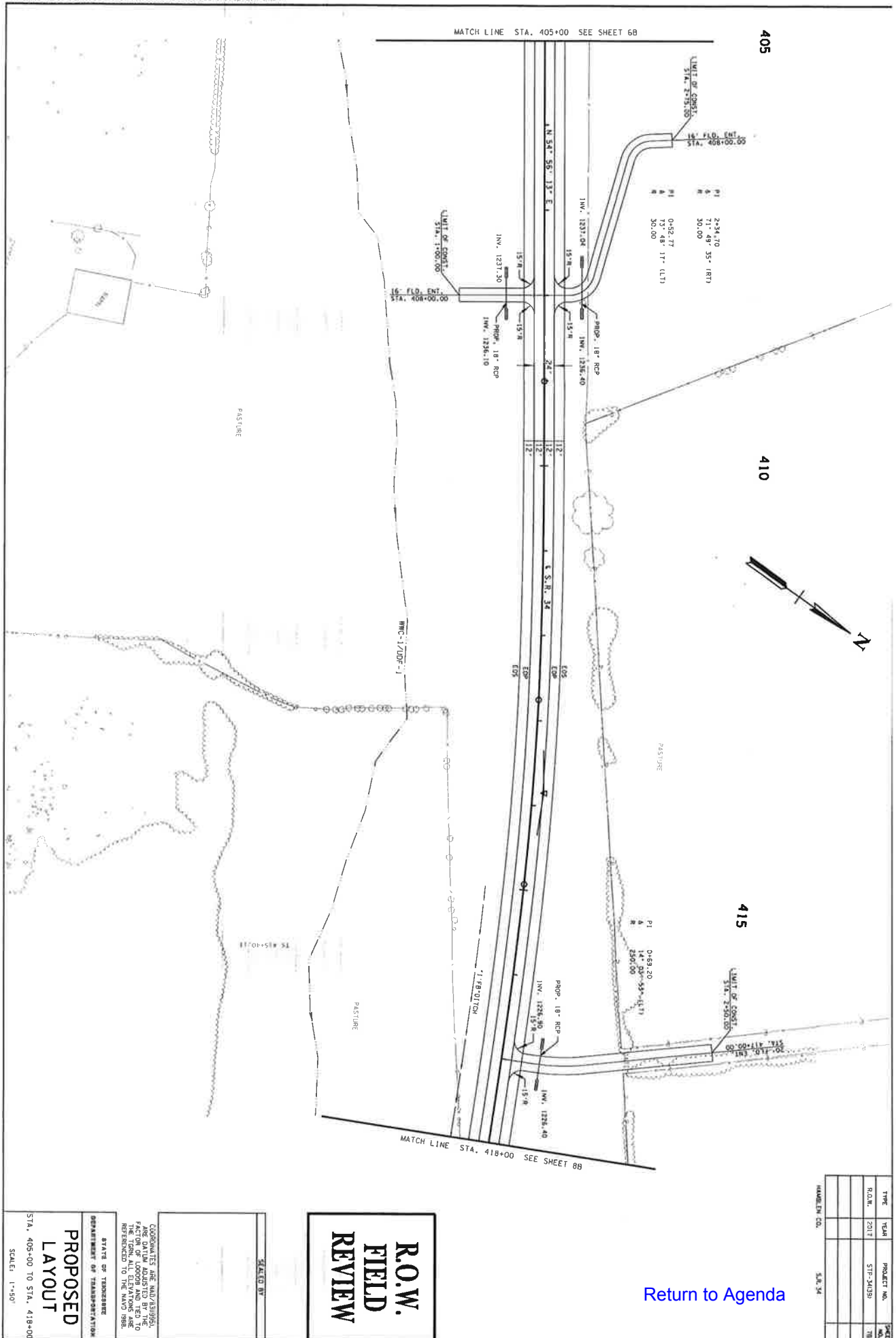
COORDINATES ARE MAGNETIC, ARE DATUM ADJUSTED BY THE FACTOR OF 10000 AND TIED TO THE TDN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1981.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT

STA. 392+00 TO STA. 405+00
SCALE: 1"=30'

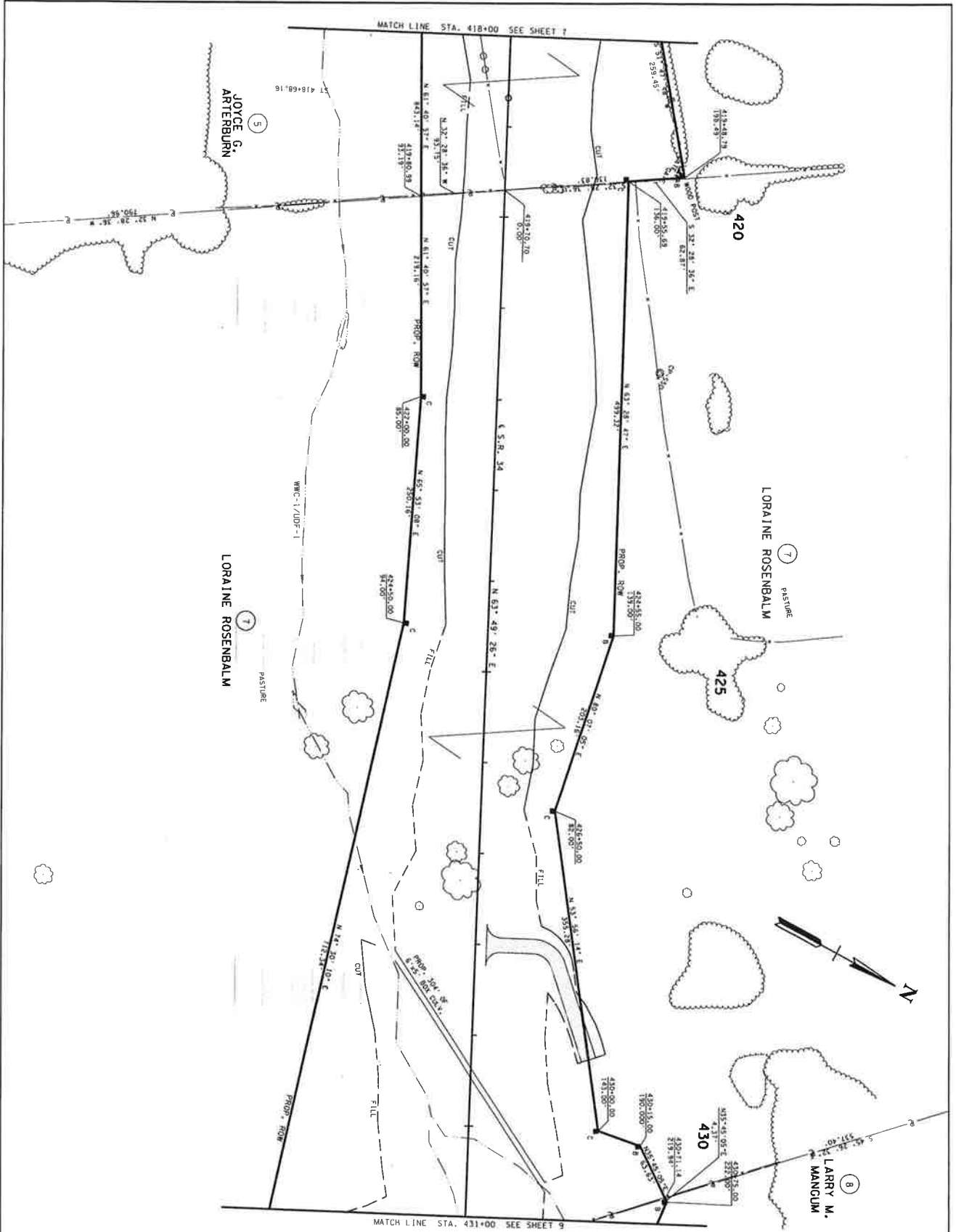
SCALE: 1"=30'



**R.O.W.
FIELD
REVIEW**

DATE: 2/10/2017	PROJECT NO.: 250345405	SHEET NO.: 78
<p>PROPOSED LAYOUT</p> <p>STA. 405+00 TO STA. 418+00</p> <p>SCALE: 1"=50'</p>		
<p>COORDINATES ARE NAD 83/UTM. PROJECTIONS ARE UTM. FACTOR OF 1000000 AND TIED TO NAD 83. ELEVATIONS ARE REFERENCED TO THE MGS.</p>		
<p>STATE OF TEXAS DEPARTMENT OF TRANSPORTATION</p>		

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	517-34(33)	8

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**R.O.W.
FIELD
REVIEW**

SCALE: 1"=50'

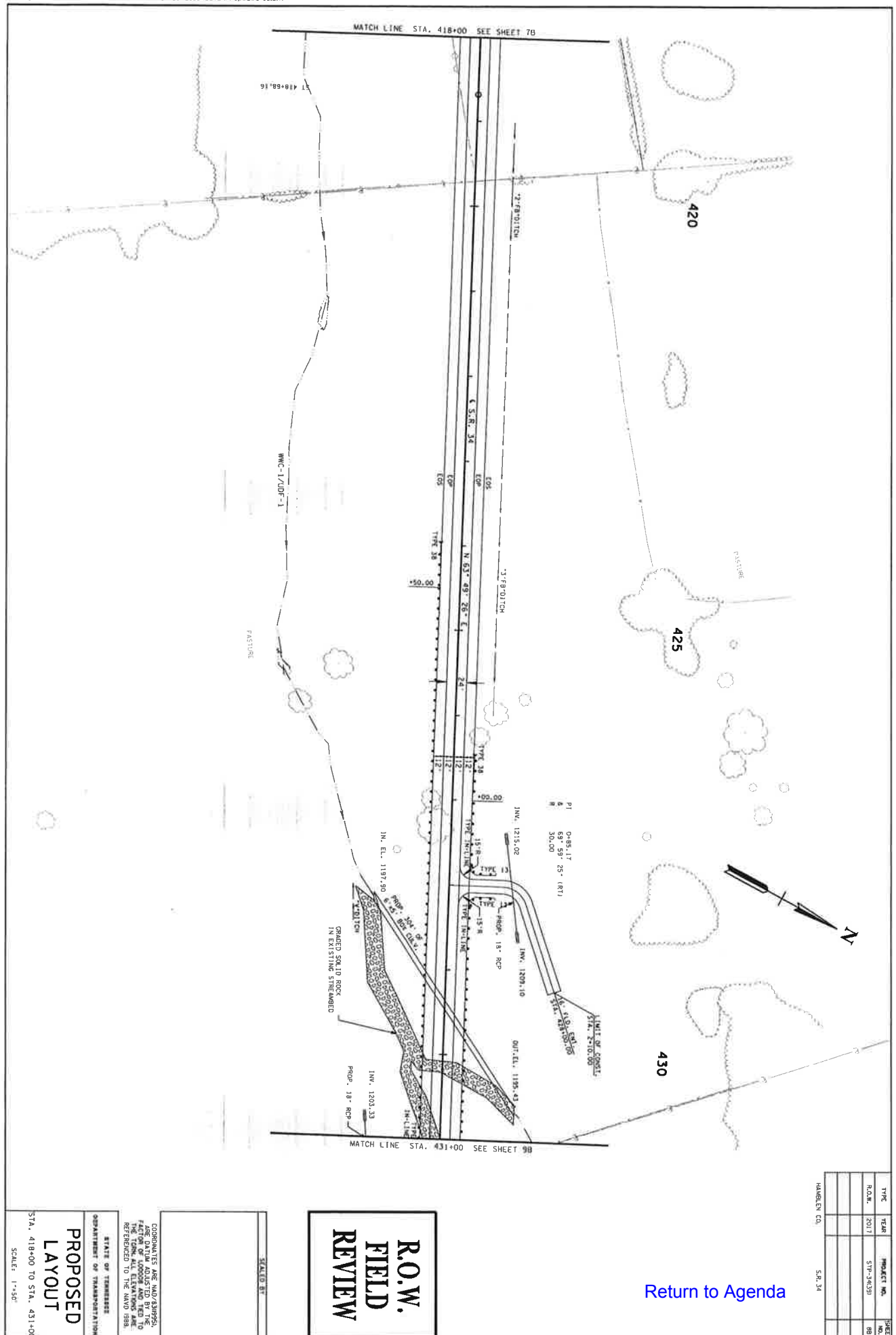
**PRESENT
LAYOUT**

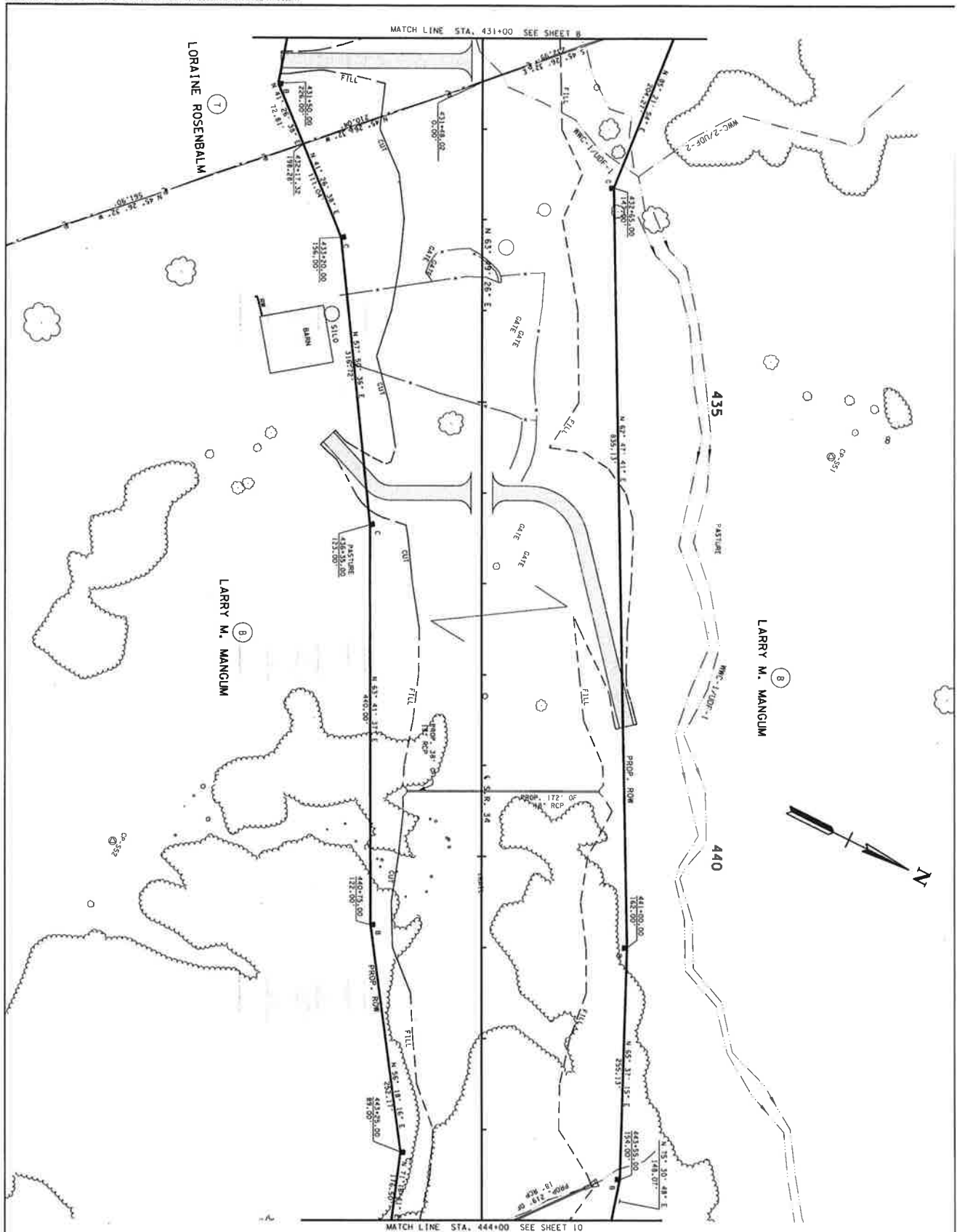
STA. 418+00 TO STA. 431+00
 SCALE: 1"=50'

COORDINATES ARE NAD 83 (1983)
 FACTOR OF 1.000000 AND THE
 THE TOWN, ALL ELEVATIONS ARE
 REFERENCED TO THE NAD 83.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

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TYPE	FEAS	PROJECT NO.	2017
R.O.W.	2017	STP-34139	9
HAMILTON CO. S.D. 34			

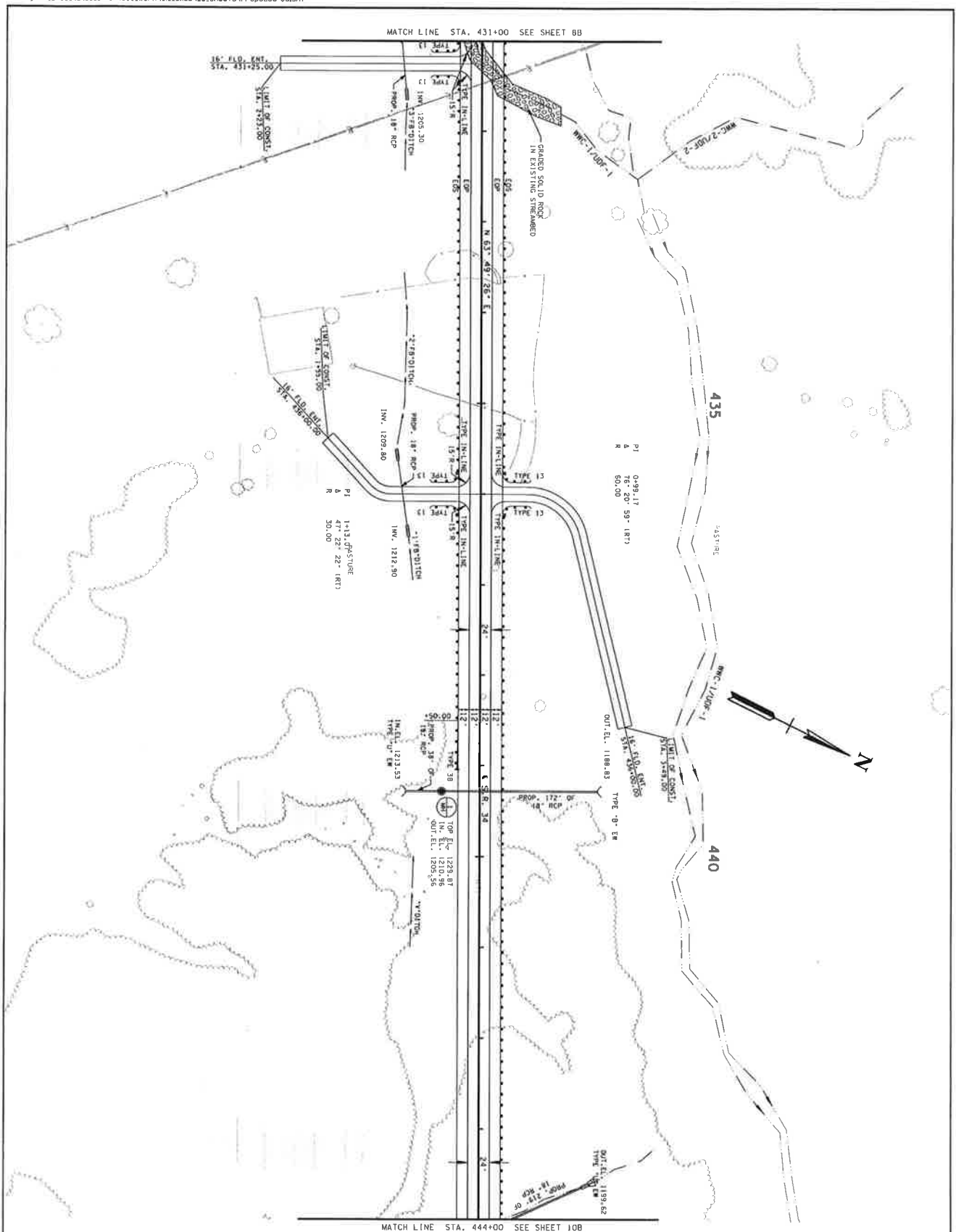
R.O.W. FIELD REVIEW

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 431+00 TO STA. 444+00
 SCALE: 1"=50'

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**R.O.W.
FIELD
REVIEW**

STATE OF IOWA
DEPARTMENT OF TRANSPORTATION

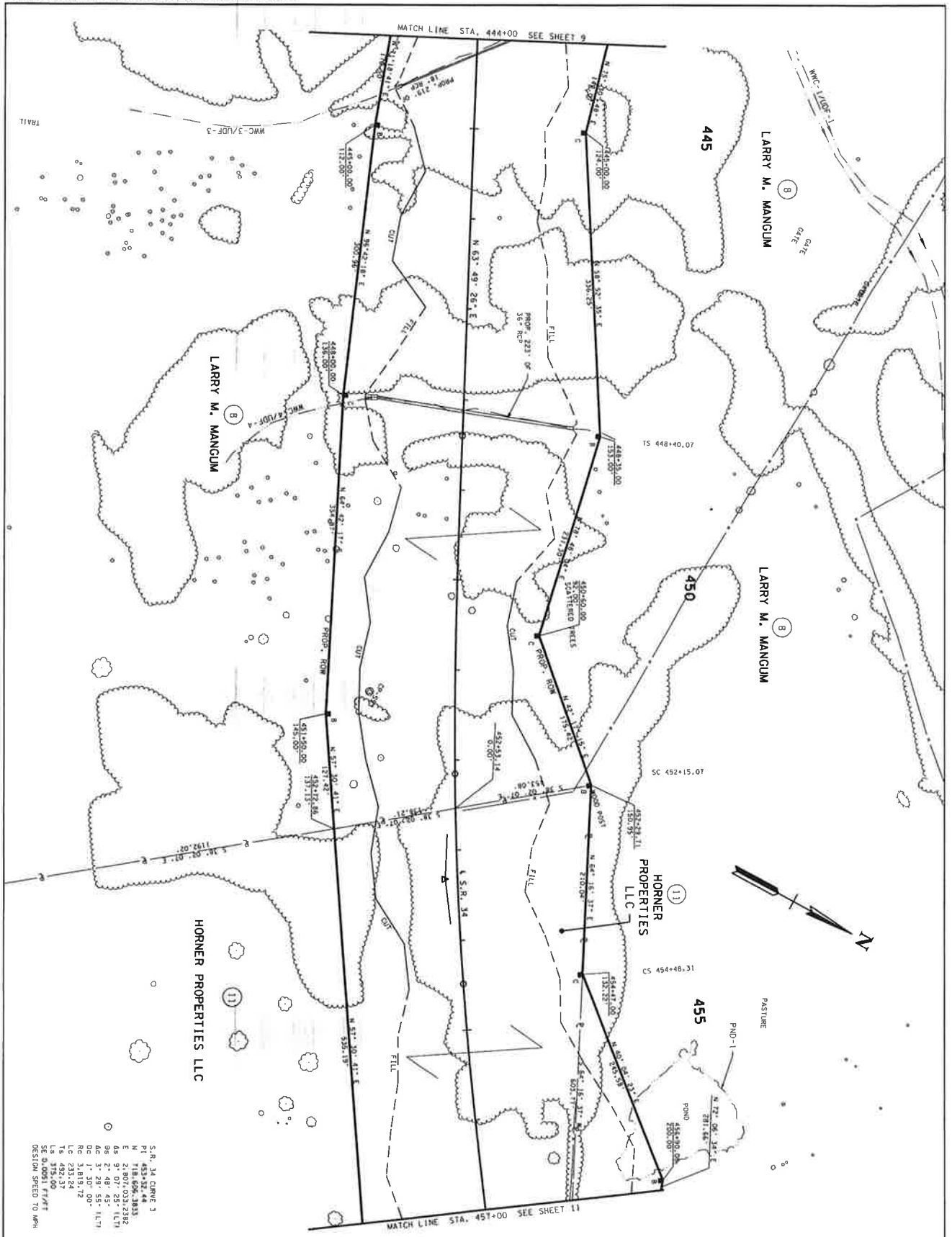
**PROPOSED
LAYOUT**

STA. 431+00 TO STA. 444+00
SCALE: 1"=50'

COORDINATES ARE NAD 83/1995,
AGE DATUM ADJUSTED BY THE
FACTOR OF 1.00008 AND TIED TO
THE TURN. ALL ELEVATIONS ARE
REFERENCE TO THE MVD 1988.

TYPE	YEAR	PROJECT NO.	STATE NO.
R.O.W.	2017	57P-34359	98

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PRESENT LAYOUT

STA. 444+00 TO STA. 457+00

SCALE: 1"=50'

R.O.W. FIELD REVIEW

COORDINATES ARE NAD 83/1983, FACTOR OF LOGGING AND TIED TO THE TOWN, ALL ELEVATIONS ARE REFERENCED TO THE MVD 1988.

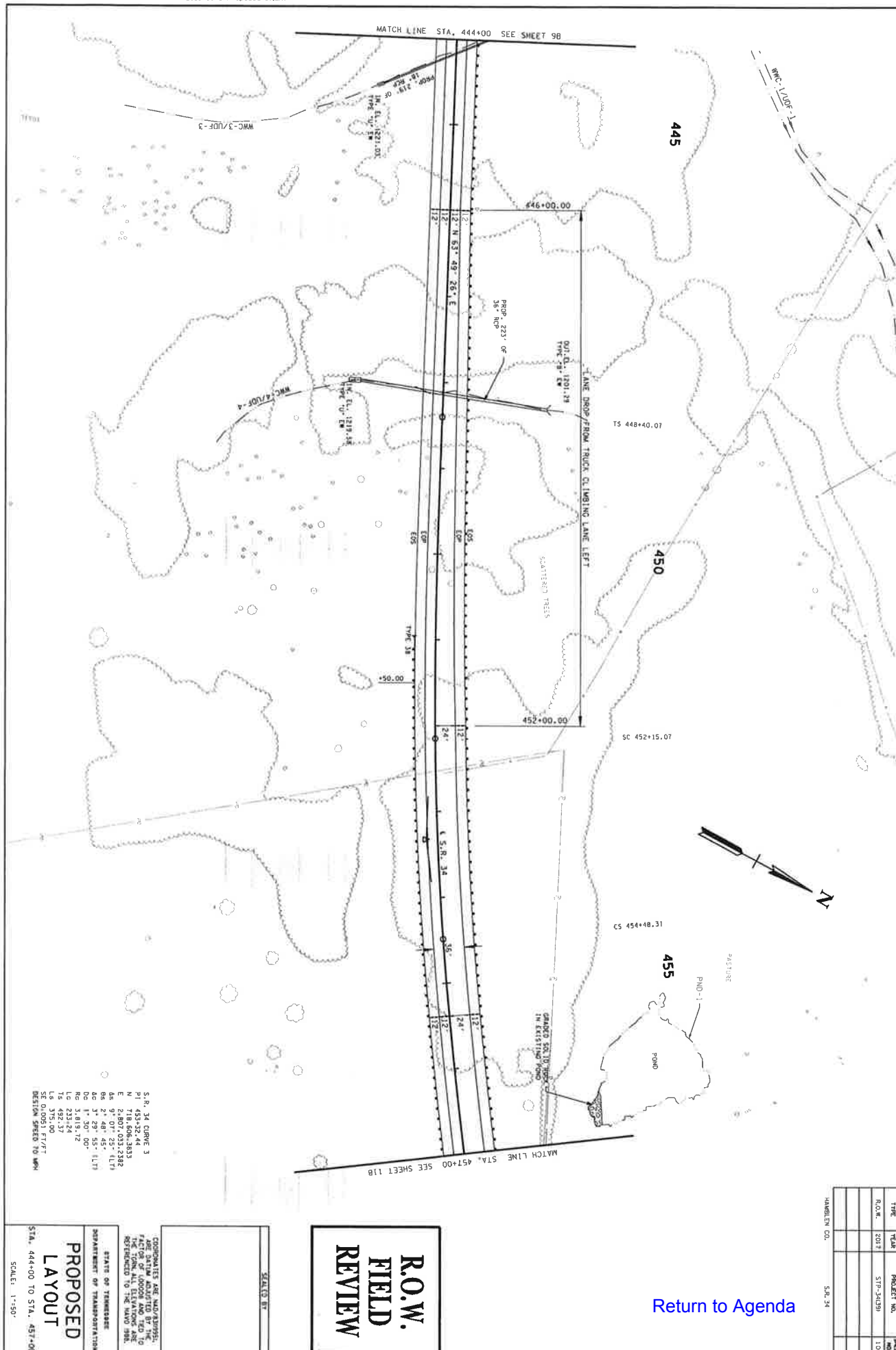
STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

DATE: 02/10/2017
 BY: [Signature]
 CHECKED: [Signature]
 DESIGNED: [Signature]

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	STP-3413B	10

DATE	BY	SCALE
02/10/2017	[Signature]	1"=50'

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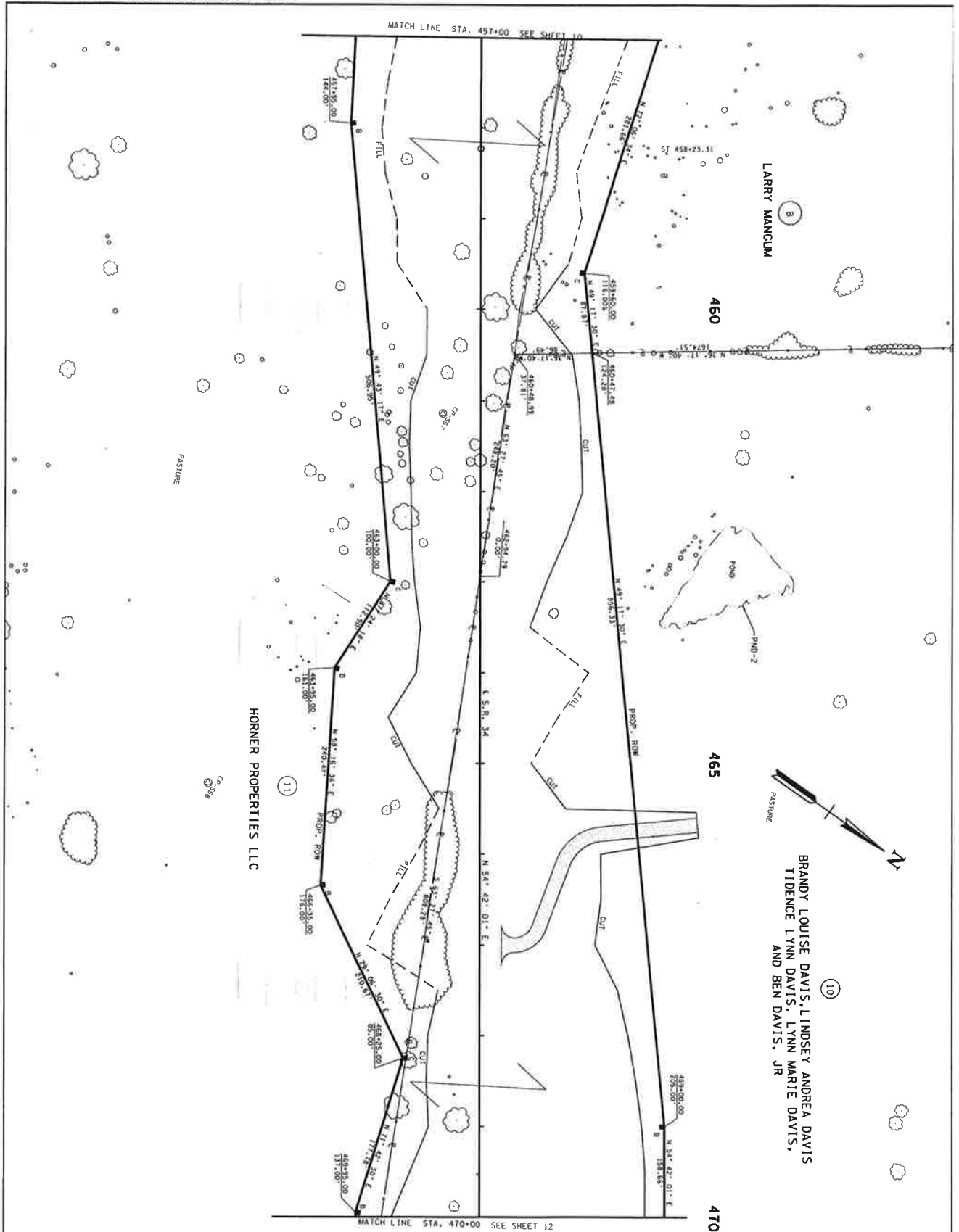


PROPOSED LAYOUT STA. 444+00 TO STA. 457+00 SCALE: 1"=50'	
DEPARTMENT OF TRANSPORTATION STATE OF TENNESSEE	COORDINATES ARE NAD 83/USPS. FACTOR OF 0.00001 AND 100 TO BE USED TO CONVERT ALL ELEVATIONS REFERENCED TO THE NAVD 83.
S.R. 34 CURVE 3 N 718.606.3833 E 2.807.031.2382 BE 97.07 25' 41.7" BS 2 284.55' 11.7" DE 1 30' 00" RG 3.819.12 LG 233.24 LG 233.24 LG 375.00 SE 0.0051 FT/FT DESIGN SPEED 70 MPH	STA. 444+00 TO STA. 457+00 SCALE: 1"=50'

**R.O.W.
FIELD
REVIEW**

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	SR-34(2B)	10B
HAMILTON CO. S.S. 34			

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	STP-34030	11

HAMILTON CO. S.R. 34

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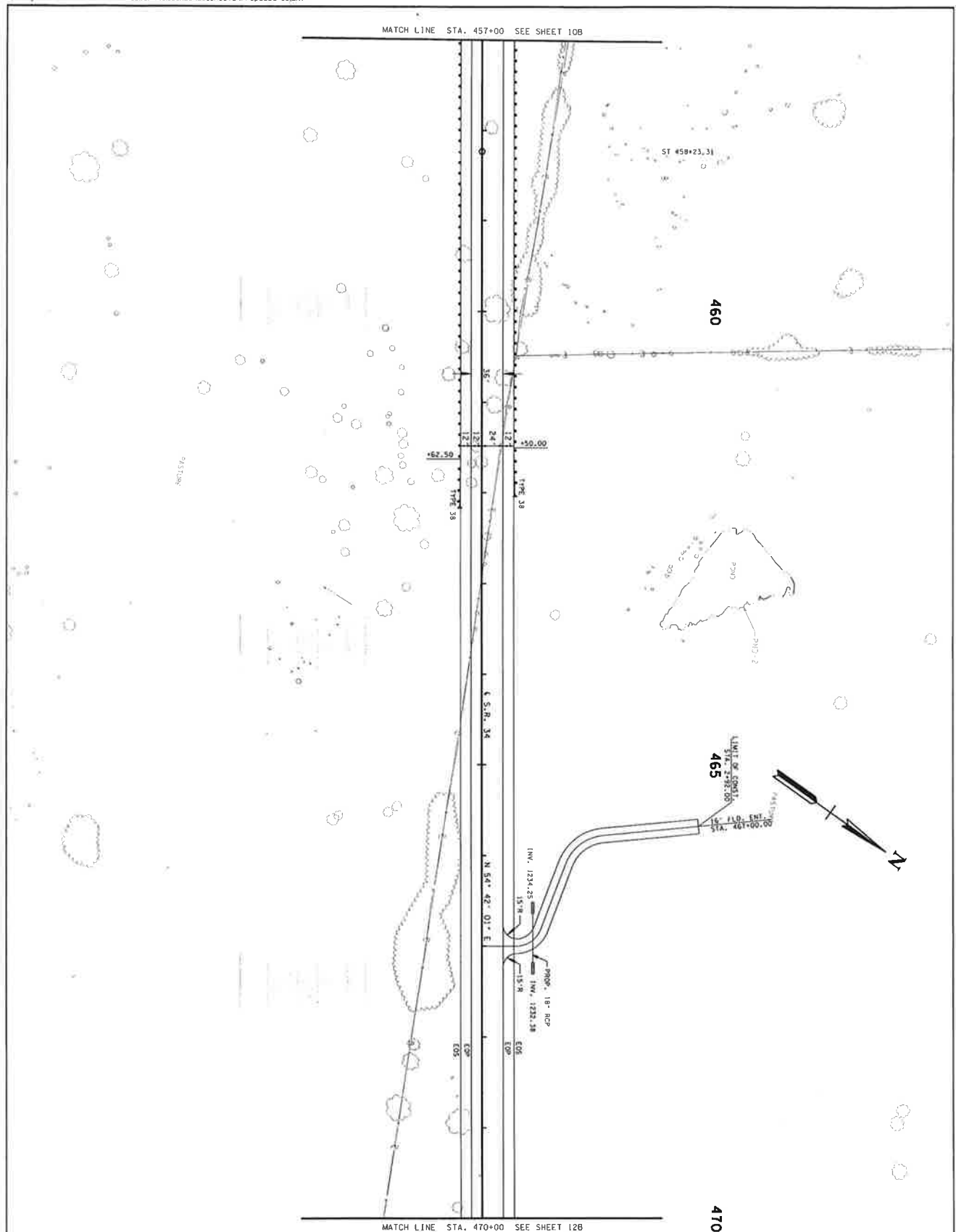
**R.O.W.
FIELD
REVIEW**

SEALING BY

COORDINATES ARE NAD83/2011, FACTOR OF 1.000000 AND TIED TO THE TOWN, ALL ELEVATIONS ARE REFERENCED TO THE MVD BMS.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

**PRESENT
LAYOUT**
 STA. 457+00 TO STA. 470+00
 SCALE: 1"=50'



TYPE	YEAR	PROJECT NO.	SEALED NO.
R.O.M.	2017	STP-34339	118

HANSEN CO. SQ. 34

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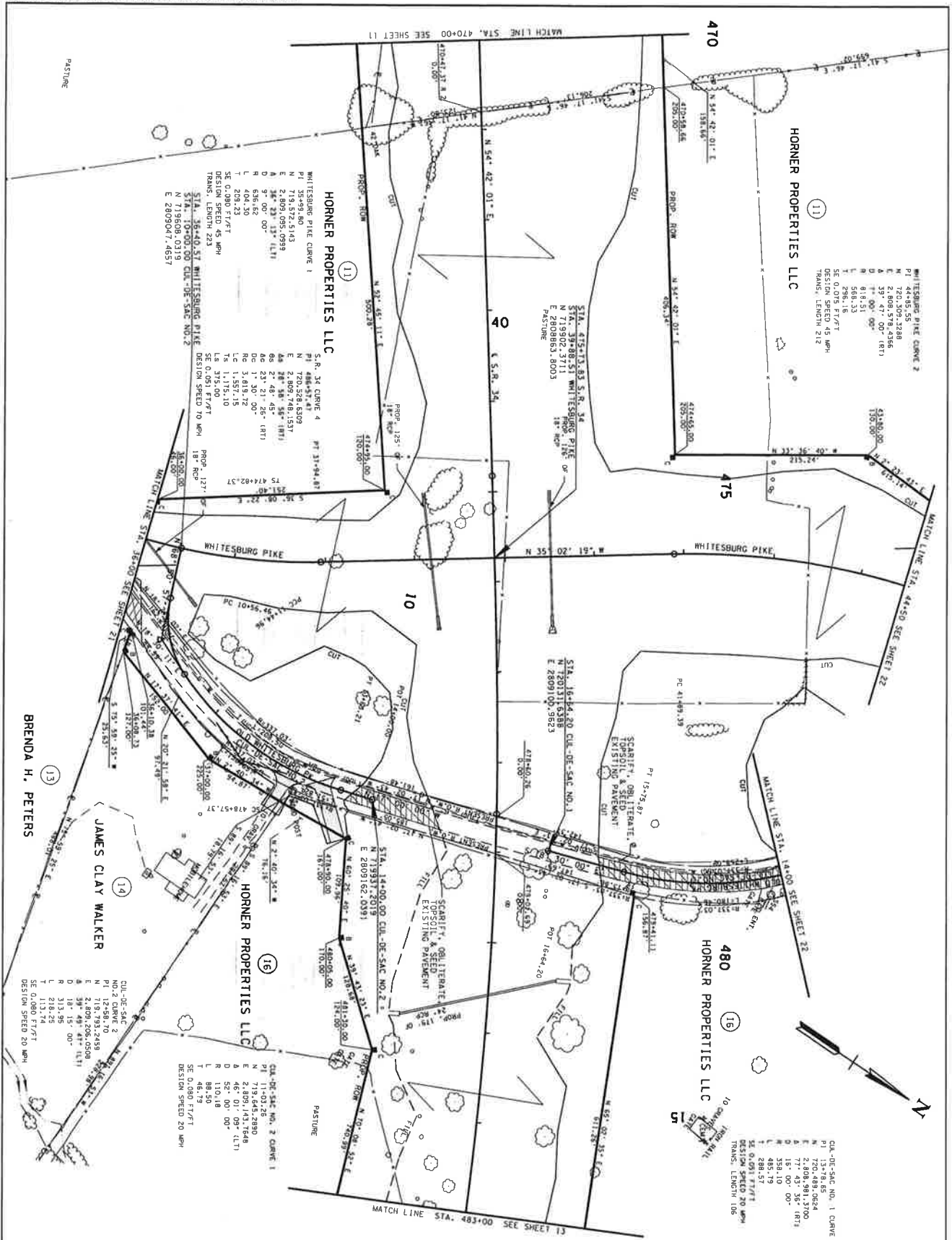
**R.O.W.
FIELD
REVIEW**

SEALED BY

COORDINATES ARE NAD/83/1995,
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.0008 AND TIED TO
THE TERN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**PROPOSED
LAYOUT**



TYPE	YEAR	PROJECT NO.	SALT NO.
R.O.M.	2017	STP-S41391	12

**R.O.W.
FIELD
REVIEW**

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CONFIRMATION NO. NAD-7209954.
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.00008 AND TIED TO
THE TOPIC ALL ELEVATIONS ARE
REFERENCE TO THE NAVD 83M.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**PRESENT
LAYOUT**

STA. 4+70+00 TO STA. 483+00
SCALE: 1"=50'

PRESENT LAYOUT



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.M.	2017	S17-34(39)	128

HAMBLIN CO. S. 34

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**R.O.W.
FIELD
REVIEW**

SEALING BY

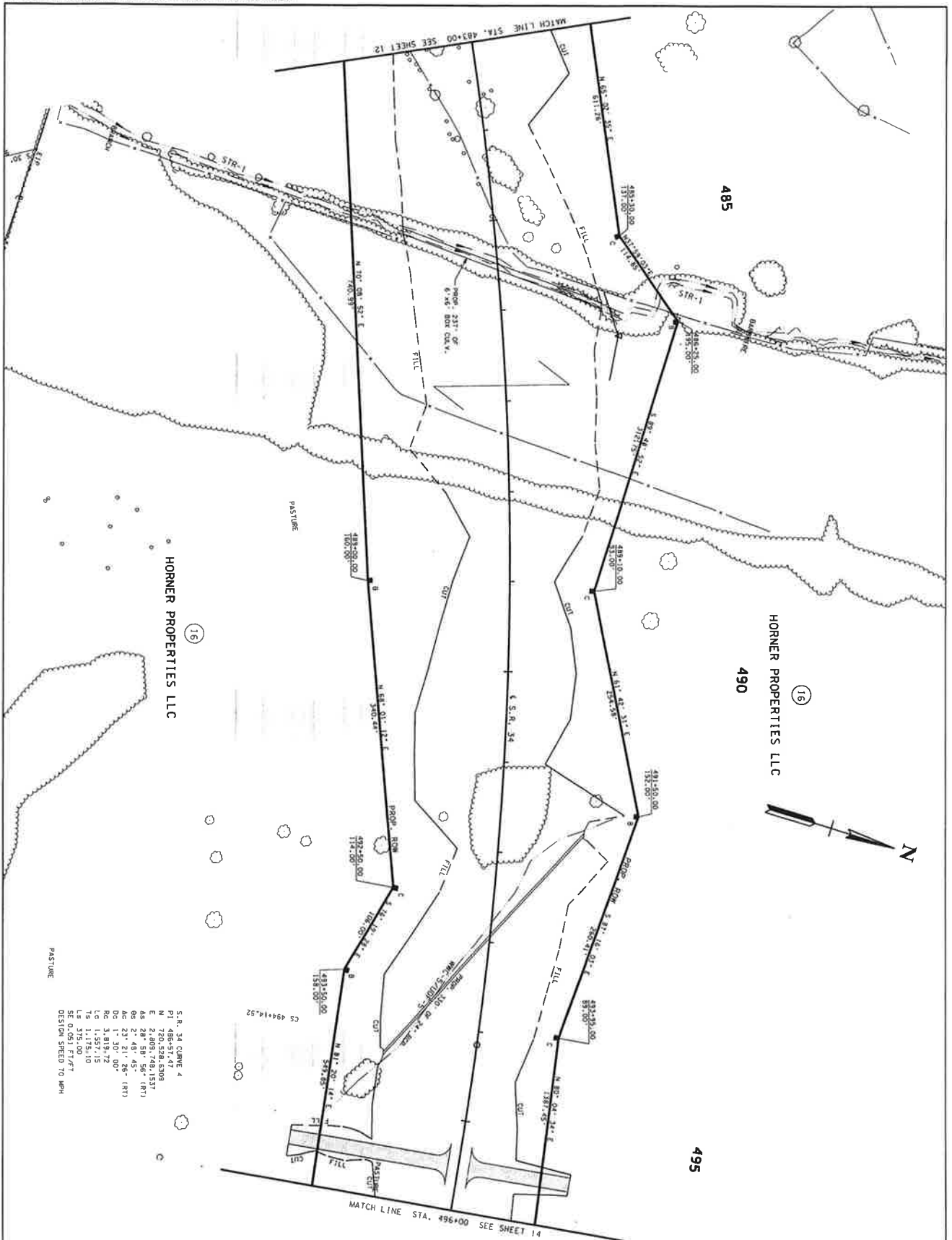
COORDINATES ARE NAD83/83-9593,
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.00008 AND TIED TO
THE TORN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT

SCALE: 1"=50'

STA. 470+00 TO STA. 483+00



PRESENT LAYOUT

STA. 483+00 TO STA. 496+00

SCALE: 1"=50'

R.O.W. FIELD REVIEW

DATE: 02/10/2017

BY: [Signature]

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

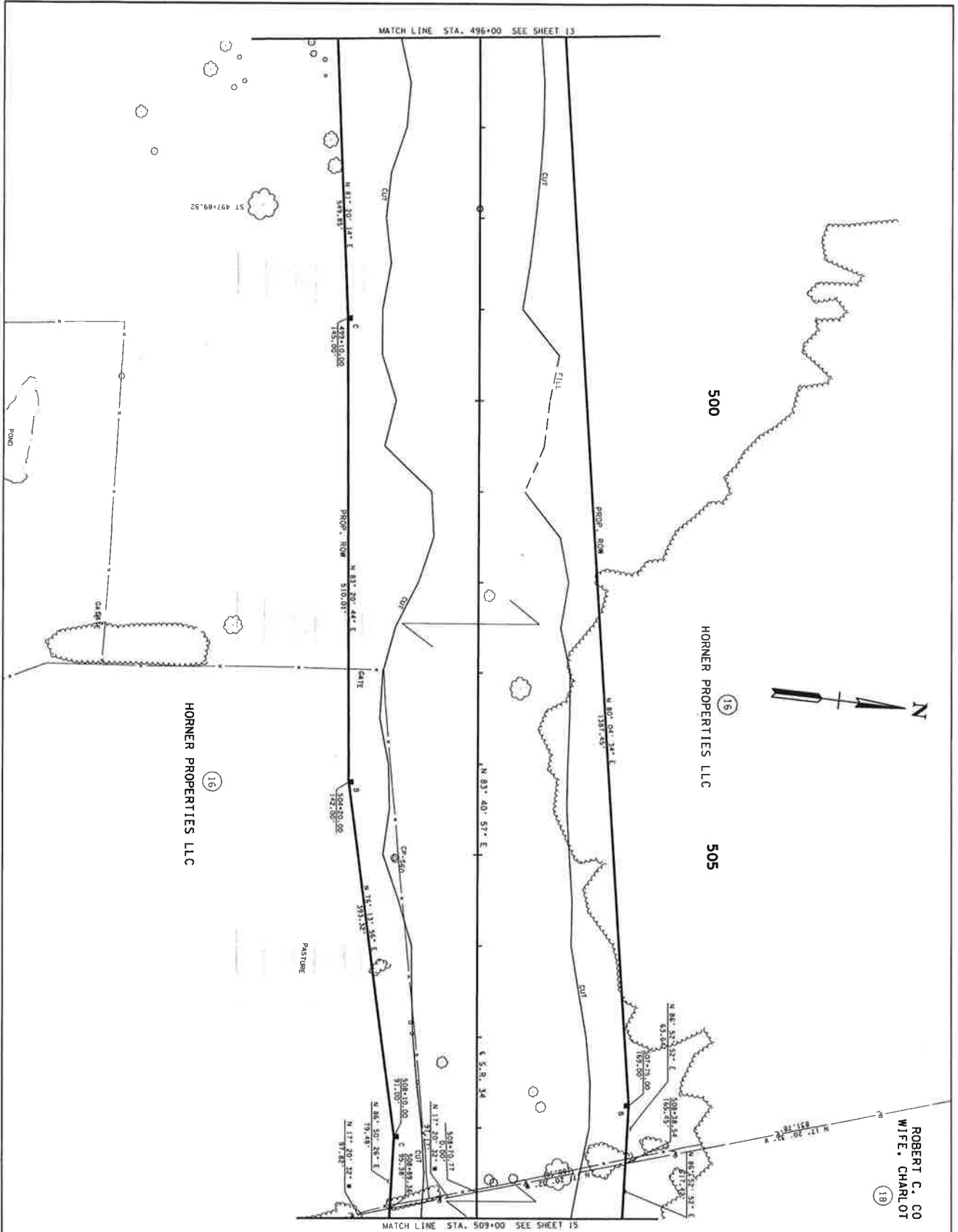
COORDINATES ARE NAD 83/9950.

FACTORS OF 100000 AND 100 TO THE TONAL ELEVATIONS ARE REFERENCED TO THE MVD 9950.

TYPE **YEAR** **PROJECT NO.** **SHEET NO.**

R.O.W. 2017 S.P. 34(3B) 13

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ROBERT C. CO
 WIFE, CHARLOT
 19

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	517-34130	14

HAMLEN CO. S.R. 34

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**R.O.W.
 FIELD
 REVIEW**

SCALE: 8"

COORDINATES ARE NAD83/9850,
 ARE DATA ADJUSTED BY THE
 SURVEYOR TO THE 1983 ADJUSTED
 THE TOWN ALL ELEVATIONS ARE
 REFERENCED TO THE NAD 1983.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

**PRESENT
 LAYOUT**

STA. 496+00 TO STA. 509+00
 SCALE: 1"=50'



MATCH LINE STA. 509+00 SEE SHEET 15B

**R.O.W.
FIELD
REVIEW**

10-077735

COORDINATES ARE MAD/830995Y,
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.00006 AND TIED TO
THE TGNL ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT

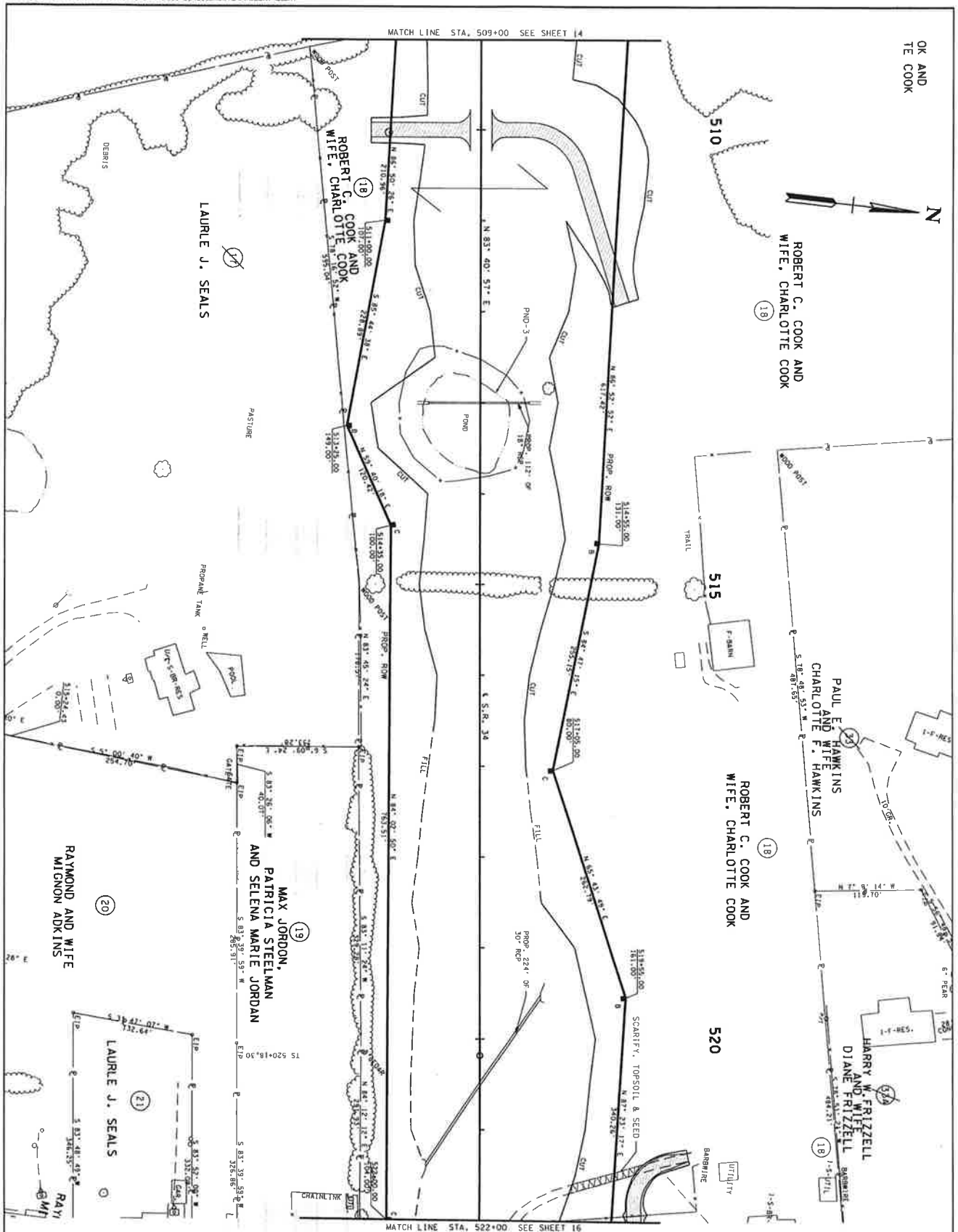
SCALE: 1-50

TYPE	YEAR	PROJECT NO.	NO.
R.O.W.	2011	STP-34(39)	145

WATERBURY, CT.

505-38

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OK AND
TE COOK

ROBERT C. COOK AND
WIFE, CHARLOTTE COOK

PAUL E. HAWKINS
AND WIFE
CHARLOTTE F. HAWK)

ROBERT C. COOK AND
WIFE, CHARLOTTE COOK

HARRY W. FRIZZELL
AND WIFE
DIANE FRIZZELL

**R.O.W.
FIELD
REVIEW**

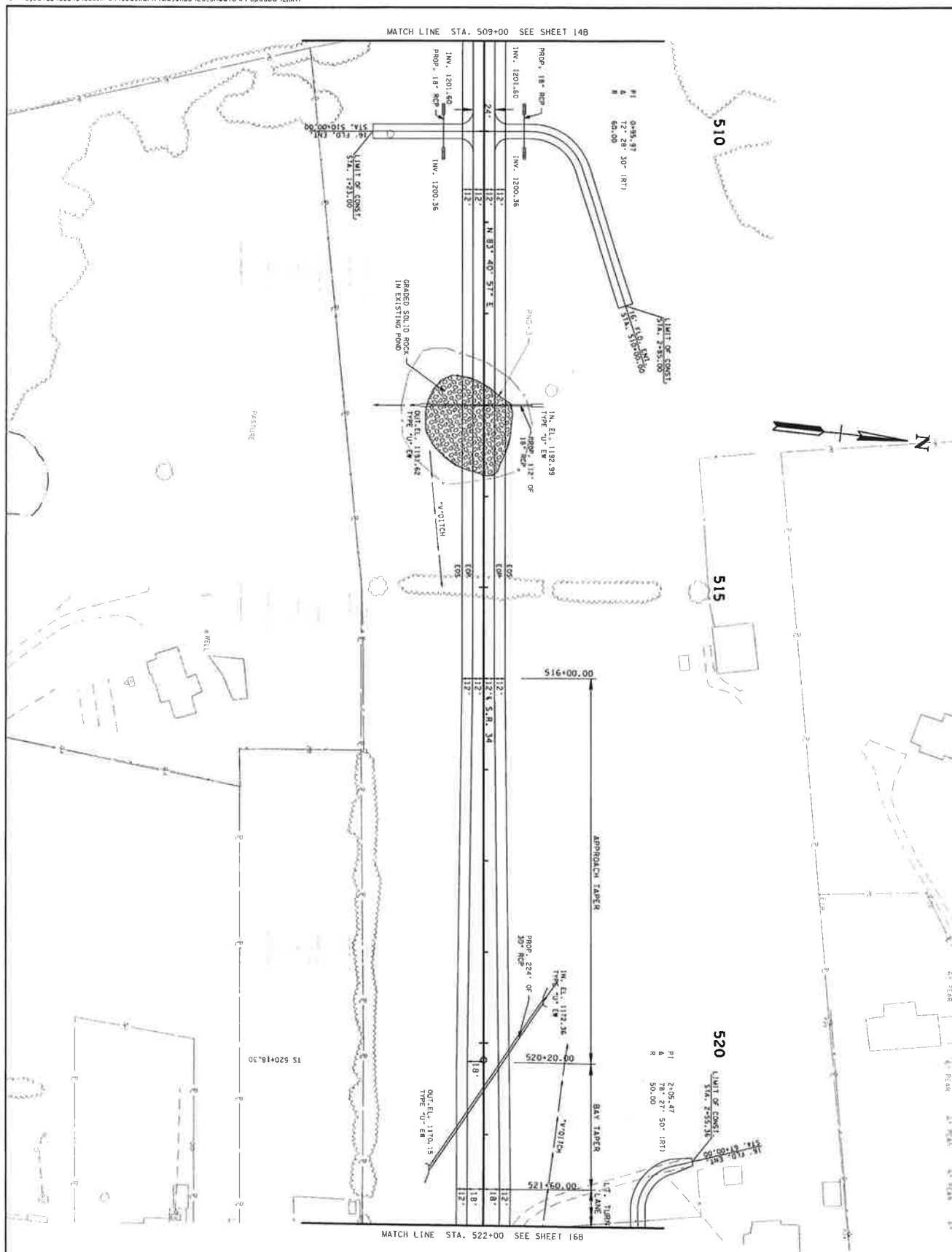
PRESENT LAYOUT

STA 509+00 TO STA 522+00
SCALE: 1"=50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2011	STP-34(39)	15

HAMBLEN CO. S.R. 34

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TYPE	YEAR	PROJECT NO.	NO
R.O.W.	2017	STP-34(39)	151

HANBLEEN CO. S.R. 34

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**R.O.W.
FIELD
REVIEW**

STATED BY

CORPORATION, INC., HAS ASSIGNED TO THE UNITED STATES OF AMERICA ALL RIGHTS AND INTERESTS IN AND TO THE PATENT APPLICATION FOR A PATENT OF THE FACTOR OF LOGNORS AND TIED TO THE FACTOR OF LOGNORS, HEREIN REFERENCED TO THE NWD 1986.

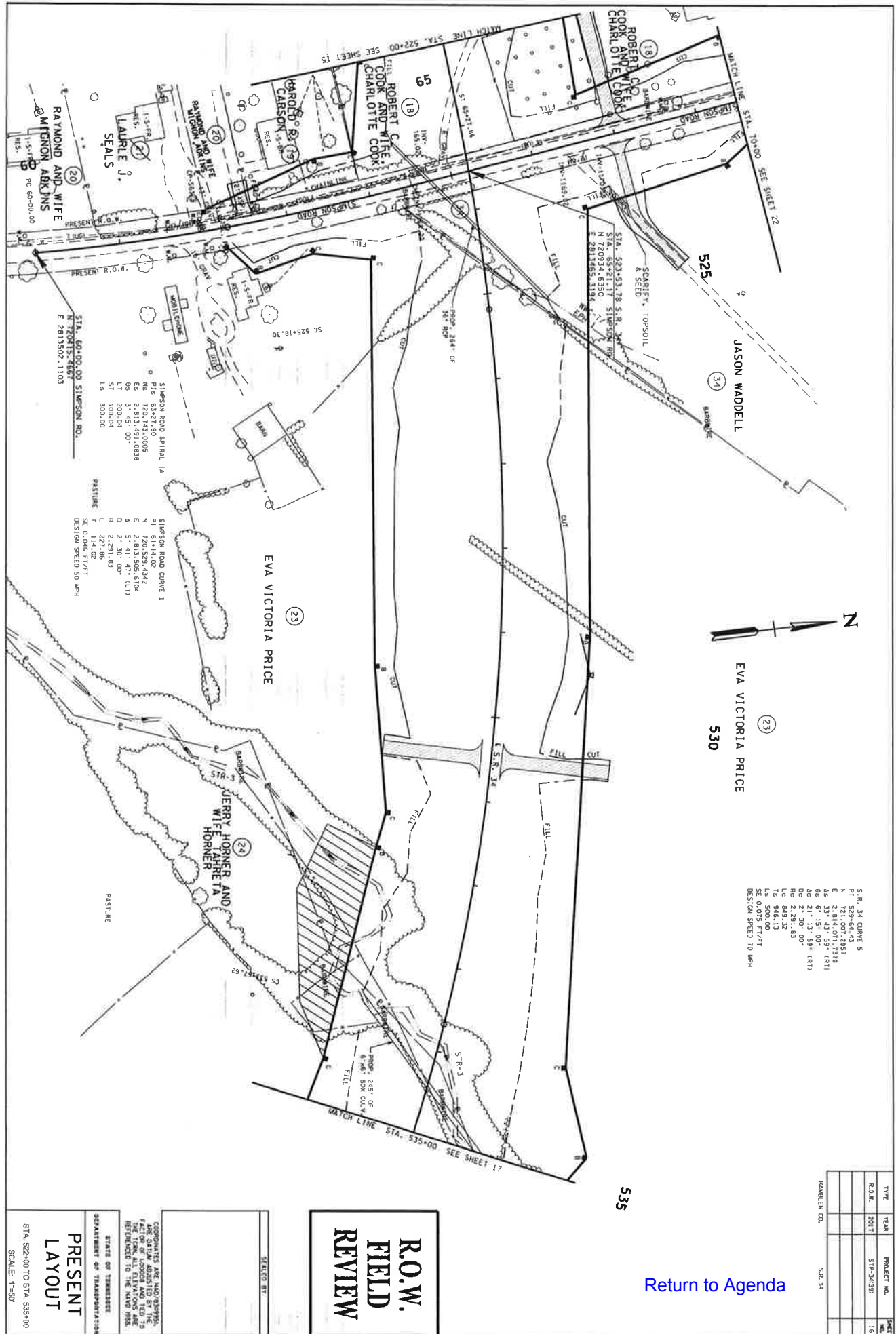
STATE OF TENNESSEE

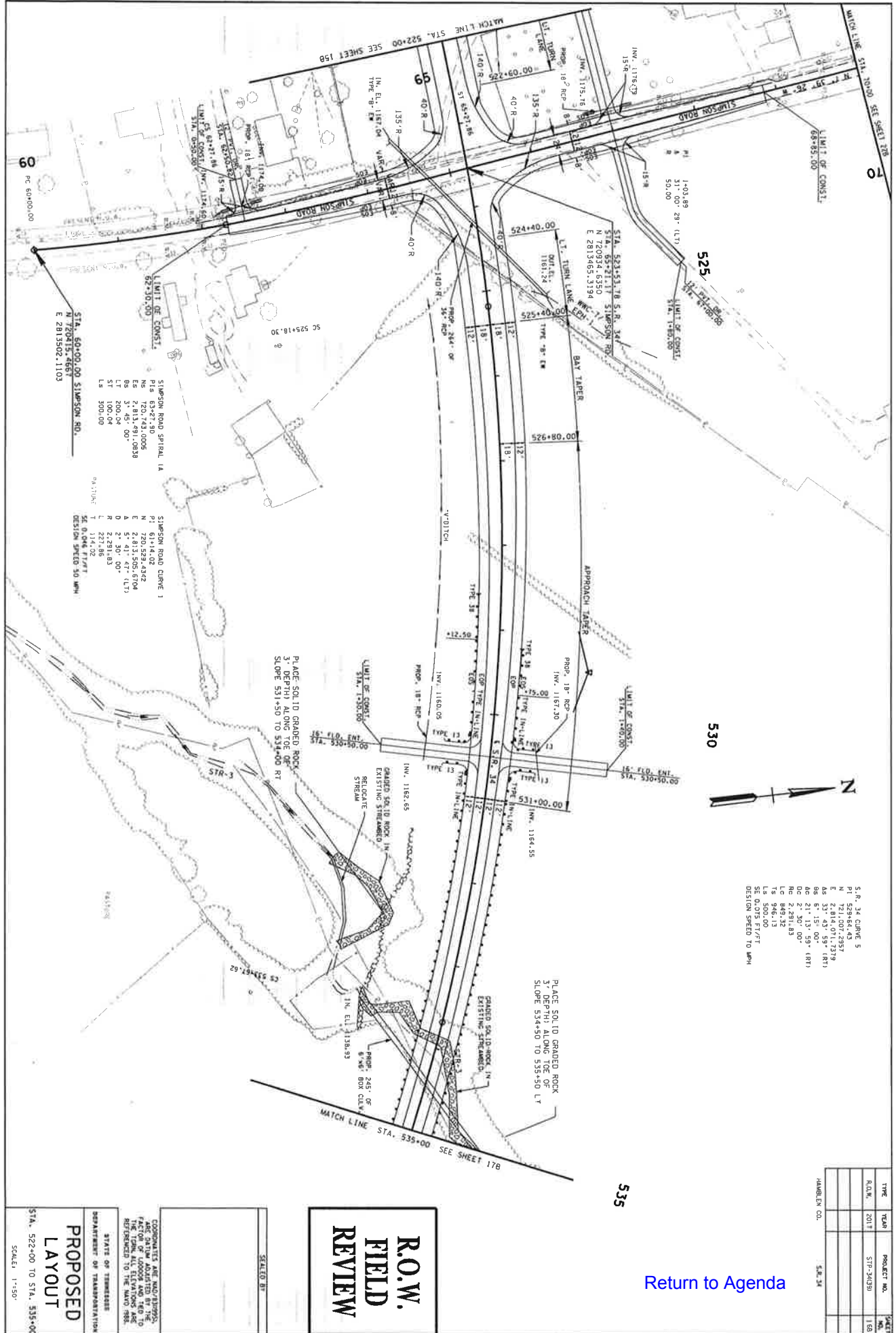
DEPARTMENT OF TRANSPORTATION

**PROPOSED
LAYOUT**

STA. 509+00 TO STA. 522+00

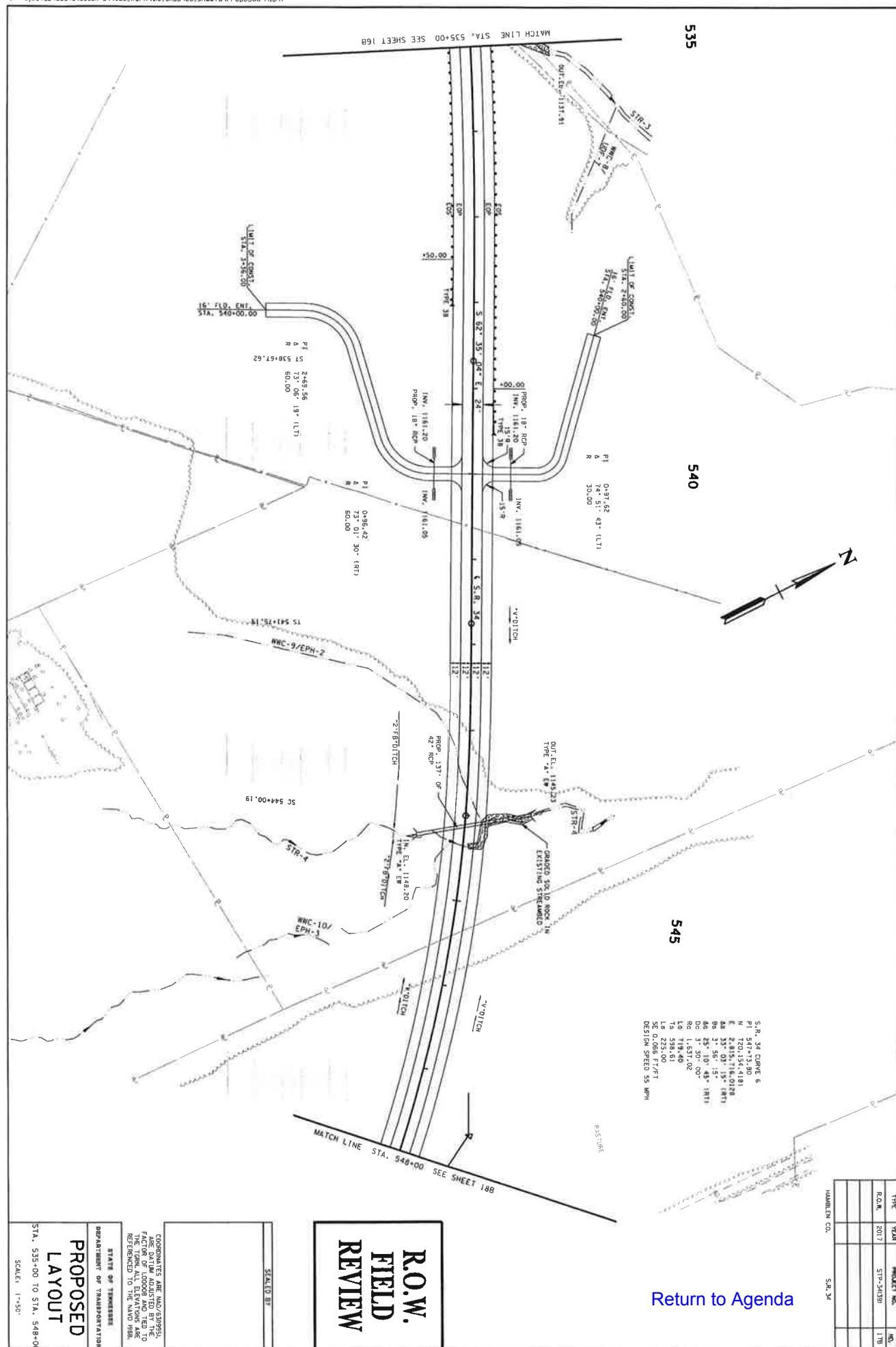
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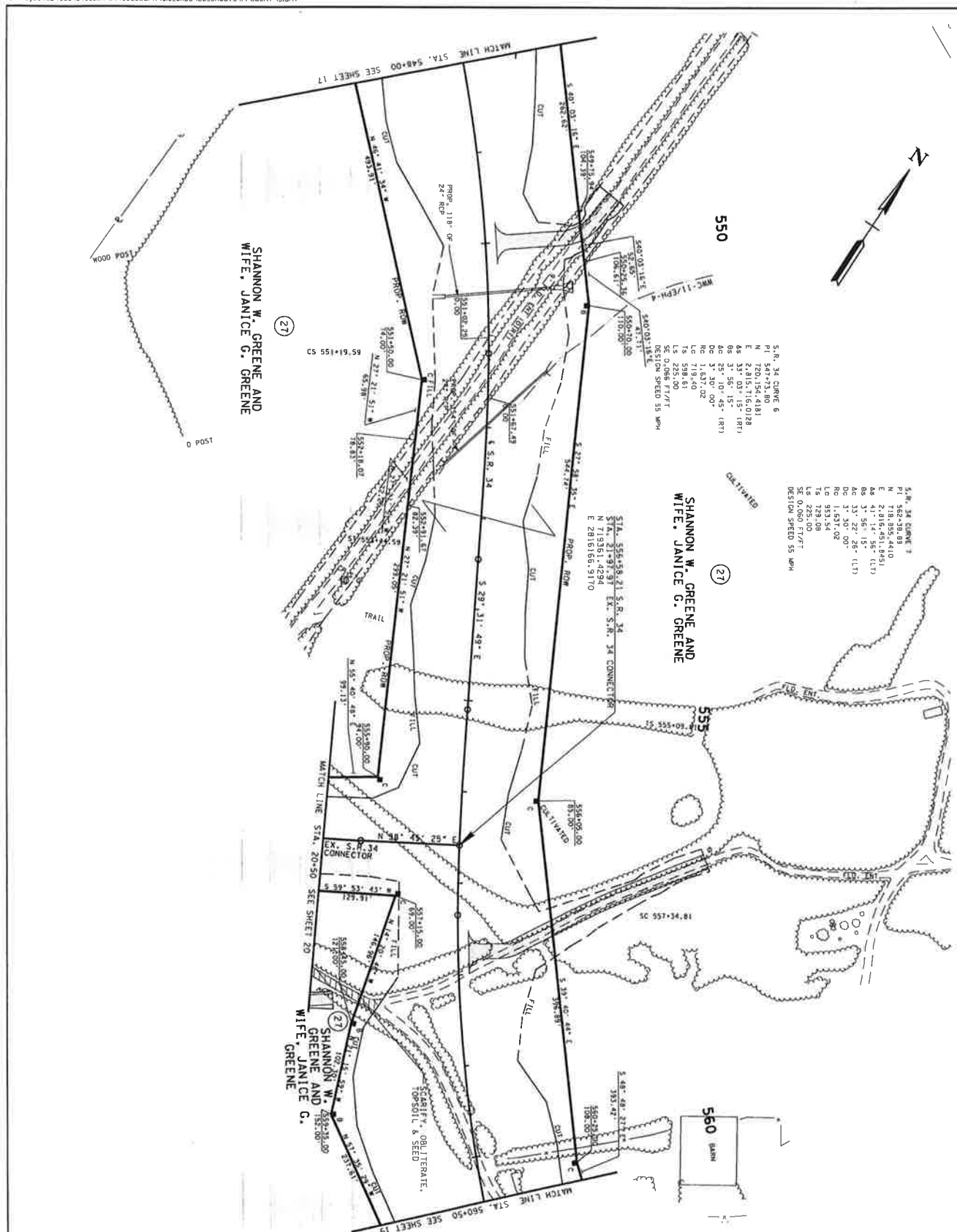




TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	SR-34(3B)	168
S.E. 34			
HARRIS CO.			

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	STP-34(38)	18

HANBLEEN CO. S.R. 34

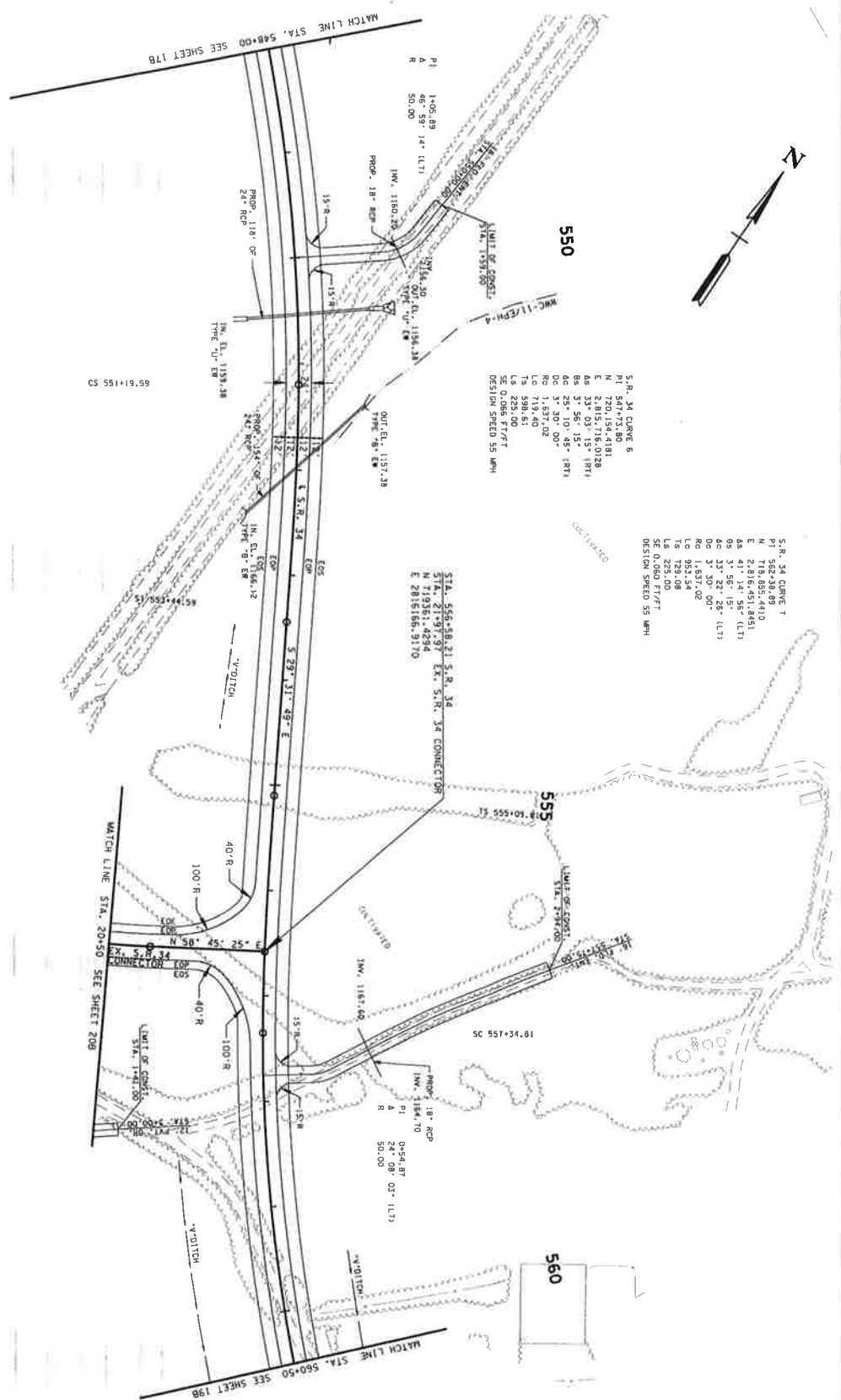
[Return to Agenda](#)

**R.O.W.
FIELD
REVIEW**

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORT
**PRESENT
LAYOUT**

STA. 548+00 TO STA. 560+50
SCALE: 1"=50'



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.M.	2017	S/P-34330	188

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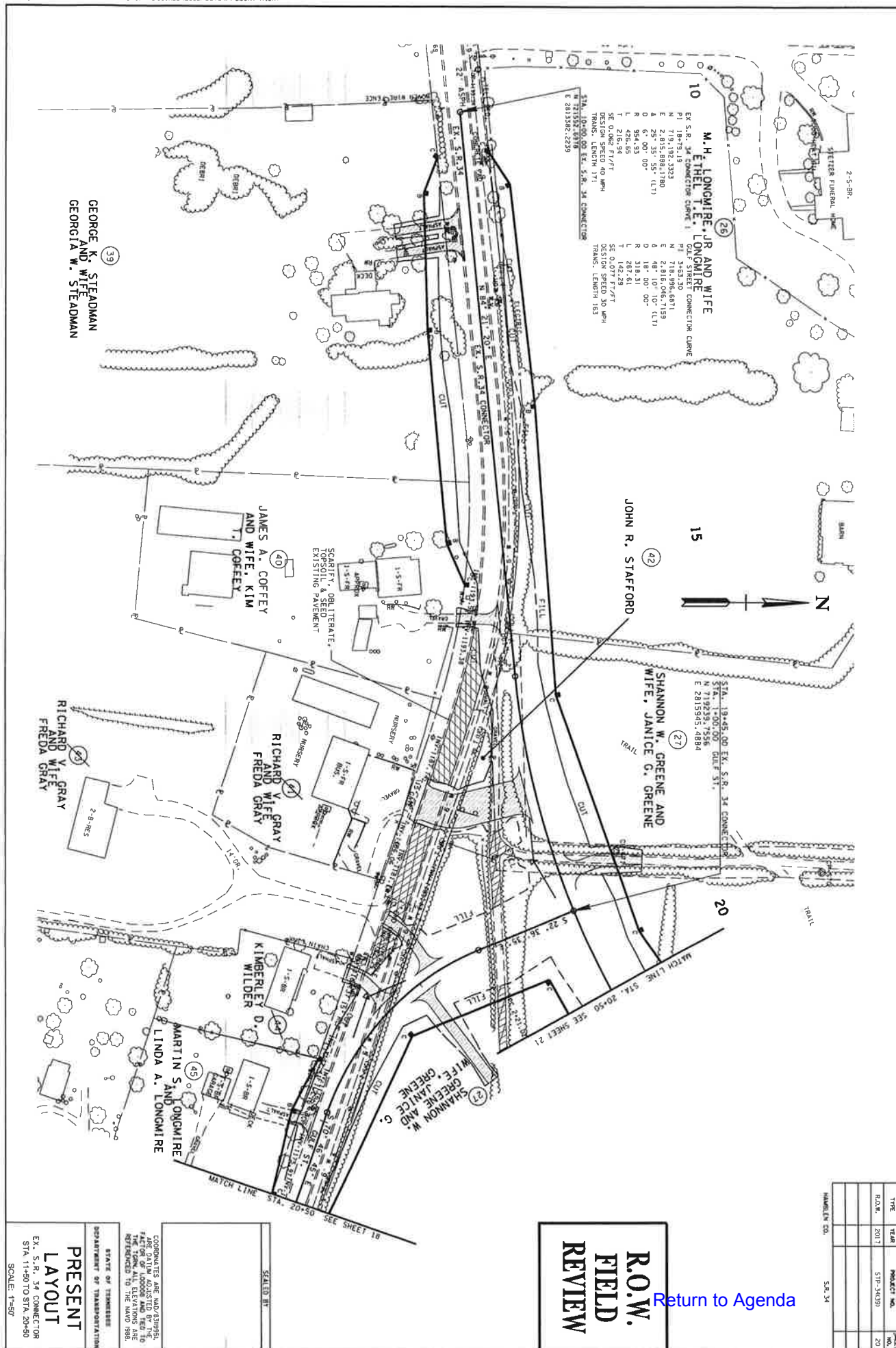
**R.O.W.
FIELD
REVIEW**

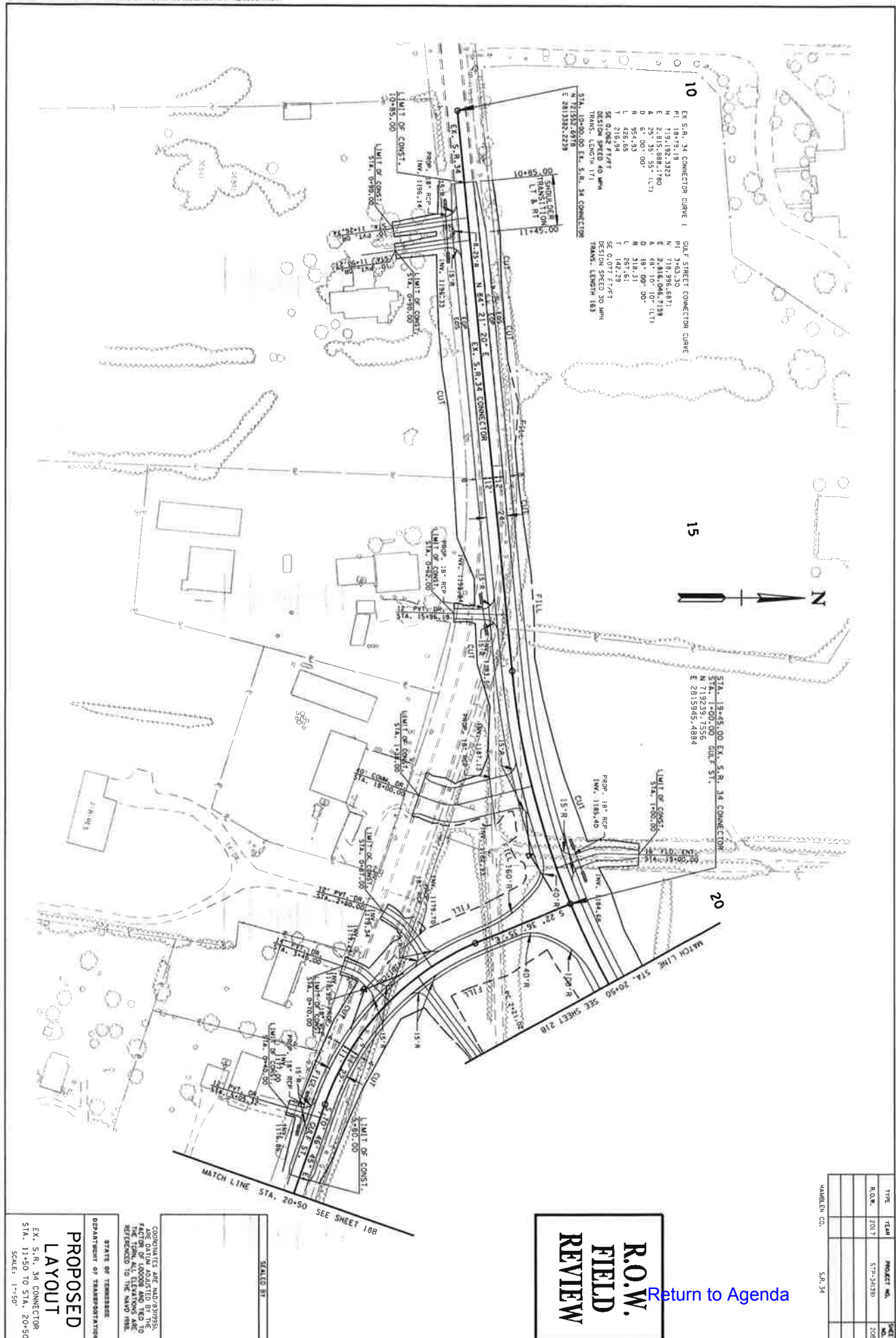
COOPERATES AND HAS/IS/1995L
AGE 0:11M ADULTS TO THE
FACTOR OF 0.00008 AND TED TO
THE 100% ALL ELEVATIONS ARE
REFORMED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

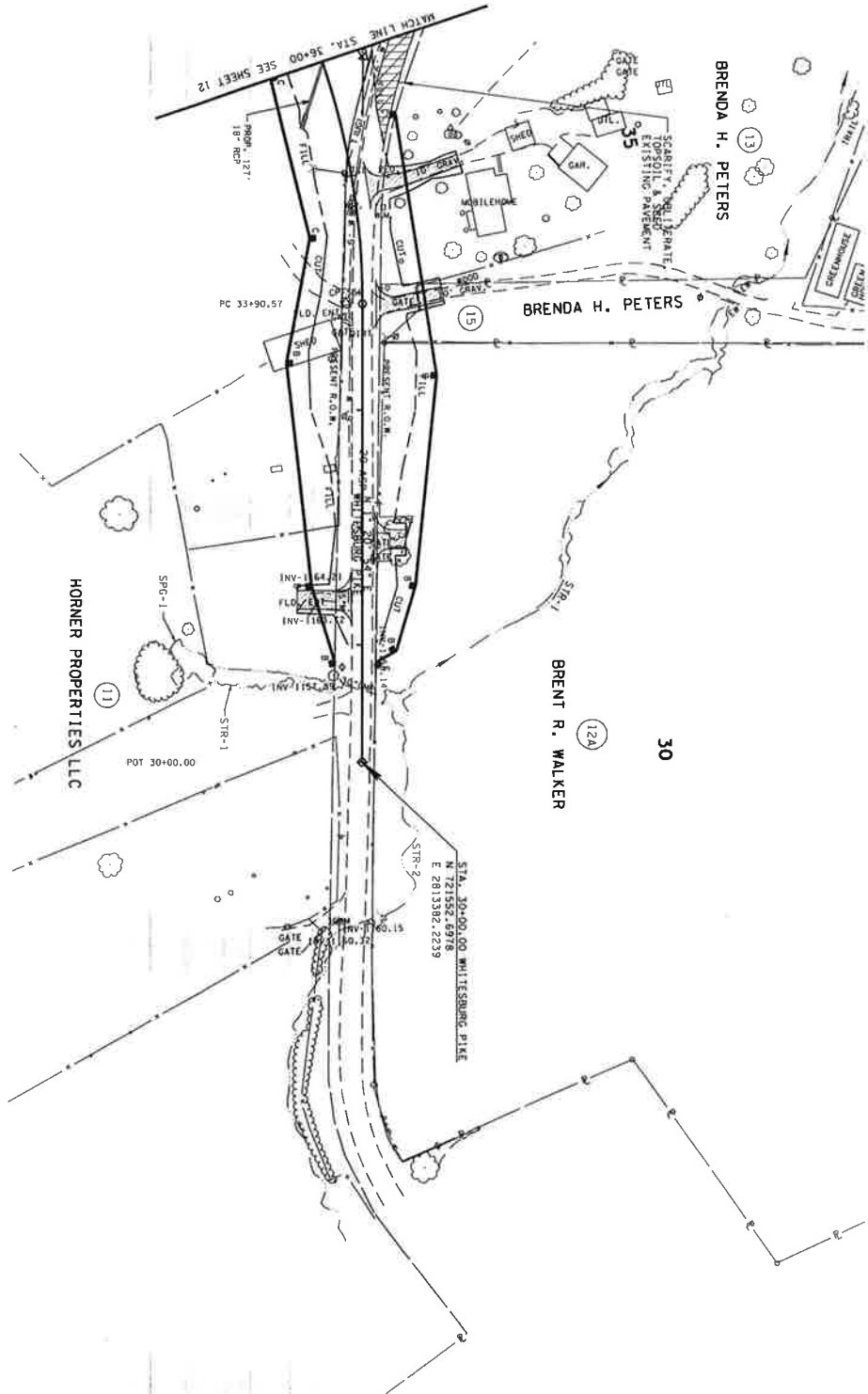
**PROPOSED
LAYOUT**

\$TA, 548+00 TO STA. 560+5.5
SCALE: 1"=50'





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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	SR-34(13)	21

HAMILTON, CO. S.C. 291

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**R.O.W.
FIELD
REVIEW**

**PRESENT
LAYOUT**
 WHITESBURG PIKE
 STA. 31+00 TO STA. 36+00
 SCALE: 1"=50'

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

COORDINATES ARE NAD 83/SP94,
 FACTOR OF 0.00008 AND TIED TO
 THE TERNAL ELEVATIONS ARE
 REFERENCED TO THE NAVD 1988.

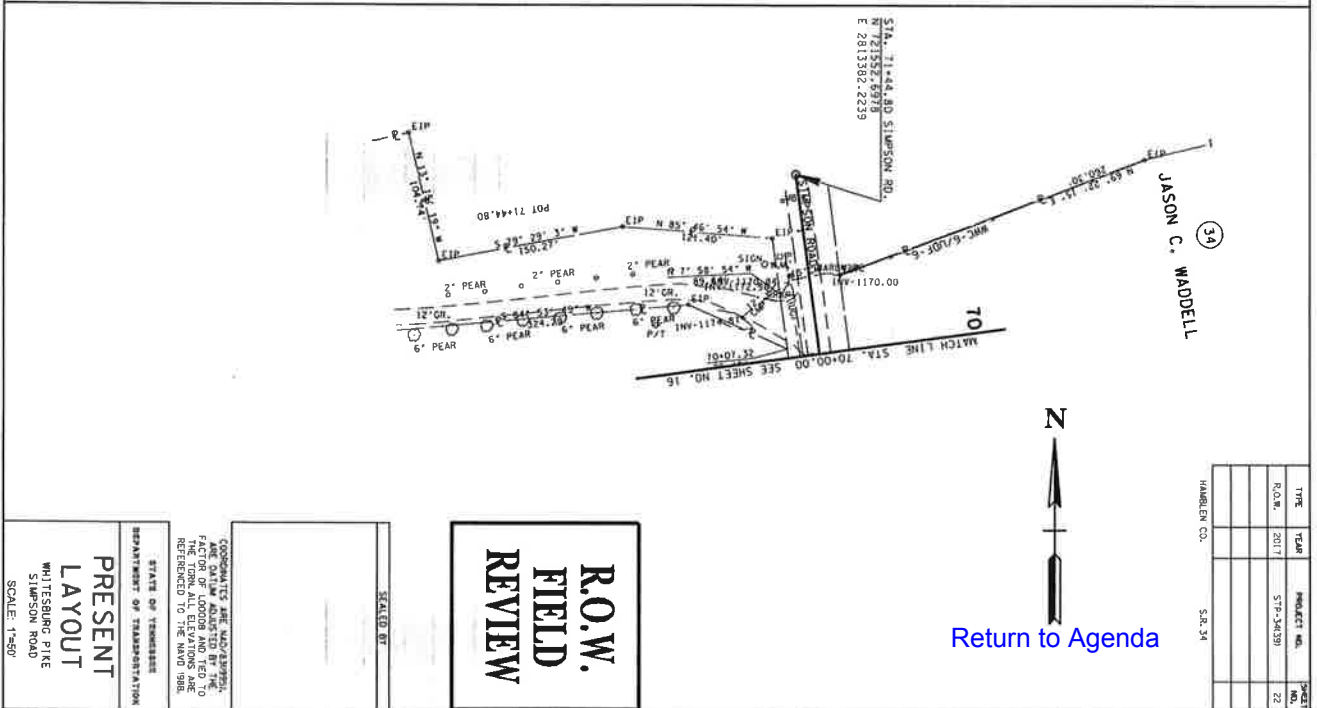
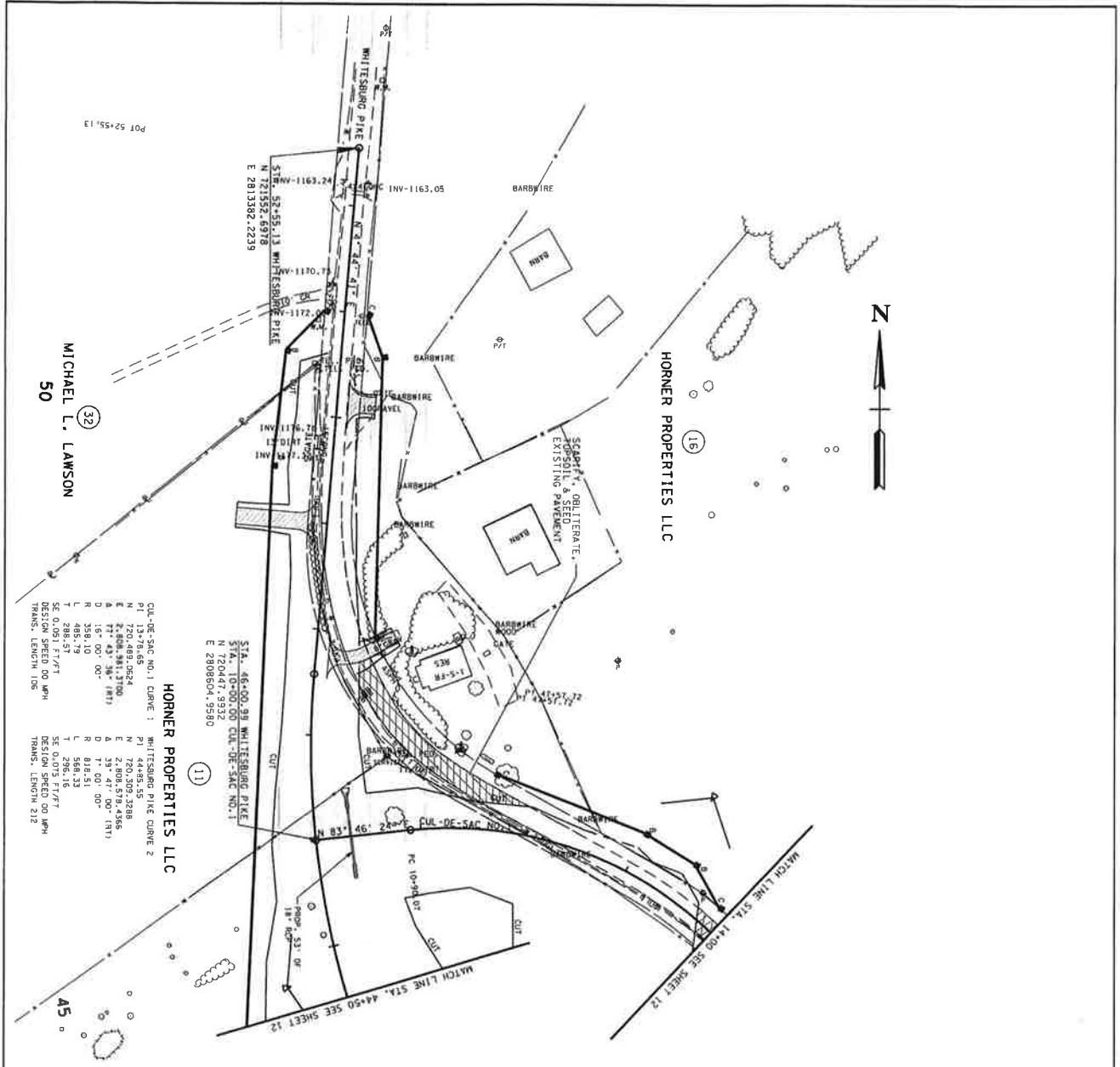
SCALE: 1"=50'



TYPE	TEAM	PROJECT NO.	SHEET NO.
R.O.W.	2017	SR-34-430	218

NAME: EN. CO. S.S. 34

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PRESENT LAYOUT
 WHITEBURG PIKE
 SLUISON ROAD
 SCALE: 1"=50'

R.O.W. FIELD REVIEW

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2017	SR-34(20)	22

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HARRIS, INC. CO.

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**R.O.W.
FIELD
REVIEW**

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
**PROPOSED
LAYOUT**
WHITESBURG PIKE &
STIMPSON ROAD
SCALE: 1"=50'

APPROPRIATION ORDINANCE

Ordinance Number: **3555.06**

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$300,000; NECESSARY TO COVER ENGINEERING COSTS, CONSTRUCTION COSTS (INCLUDING CONTINGENCY), FOR THE RE-ROOF AT ROSE CENTER; AND CHANGES MADE AT FARMERS MARKET PHASE II.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27200	Unassigned Fund Balance		\$ 300,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 300,000	
			Totals	\$ -	\$ 300,000	\$ 300,000	\$ -

PASSED ON FIRST READING THIS _7th_ Day of March 2017

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS _21st_ Day of March 2017

ATTEST: _____

Mayor
City Administrator

AGREEMENT

This Agreement (“Agreement”) is entered into this ____ day of _____ 2017 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **JOHN BELL** (“Bell”).

WITNESSETH

Whereas, Kenneth Seal (“Seal”) and Bell are owners of certain land in the 5th Civil District of Hamblen County, Tennessee lying southwest of Merchants Green Blvd and northwest of Veterans Parkway.

Whereas, Seal and Bell have combined their lands and subdivided the same into three (3) tracts as is depicted on a survey by Richard Kent, dated January 17, 2017, and bearing the name “Bell – Seal Subdivision” (the “Plat”); a copy of which is attached hereto as Exhibit A, and

Whereas, City has contracted to purchase from Seal Tract 1 as depicted on the Plat, and

Whereas, Bell is the owner of Tracts 2 and 3 as depicted on the Plat, and

Whereas, City desires to construct the infrastructure to service its Tract 1, which will consist of a paved roadway, curbing, median, and utilities all within the 75’ easement as depicted on the Plat that extends from Merchants Green Blvd in a southwesterly direction beyond the boundaries of Tracts 2 and 3, and

Whereas, Bell has agreed to pay \$197,075.00 to be applied to the construction of said infrastructure subject the terms of the Escrow Agreement attached hereto Exhibit B, and

Whereas, said amount is based upon the Opinion of Probable Costs provided by T. Clint Harrison, P.E. attached hereto as Exhibit C.

Whereas, Bell has re-subdivided his Tract 2 as depicted on the Plat, and he has contracted to sell a lot in the southeastern corner of said re-subdivision, and

Whereas, Bell desires for the purchaser of lot to be able to begin construction immediately upon closing on his purchase, and

Whereas, City agrees to construct the portion of infrastructure as is shown on Exhibit 3 without causing unreasonable delay; said portion being so much of said infrastructure as is needed for sufficient access to said lot and for the construction of improvements thereupon, and

Whereas, Bell desires to place signage within the boundary of Tract 3 corner to Merchants Green Blvd and Tract 1, and

Whereas, City desires to place signage within the boundary of Tract 1 corner to Merchants Green Blvd and Tract 2, and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The forgoing recitals are deemed material and are incorporated here as if again set out.

2. Upon execution of this Agreement Bell shall execute any and all documentation required for the recordation of the Plat and City's purchase of Tract 1 as depicted on the same.

3. Upon execution of this Agreement and the Escrow Agreement attached hereto as Exhibit B Bell shall deposit \$100,000.00 with W. Evan Anderson, Attorney with the office of Bacon, Jessee, Perkins, Carroll & Anderson, LLP, to be held in escrow and the remaining \$97, 075.00 to be deposited into escrow immediately upon closing of the first sale of any lot or portion of Tracts 2 or 3. Said funds shall be applied to the construction of the infrastructure as described herein subject to said Escrow Agreement.

4. The following signage restrictions shall be depicted on the final Plat before it is recorded.

“1. With exception of traffic control signage all permanent freestanding signage along or adjacent to the easements depicted hereon and Merchants Green Boulevard shall be limited to monument signs or development complex signs as each are defined in Chapter 29 of the Morristown City Zoning Ordinance. The signs shall match the architectural style and construction materials of the principal structure.

2. Signage within the 75' easement shown as part of Tract 1 is reserved for the City of Morristown subject to the restrictions set out in No. 1 above, and is limited to an area no closer than 25 feet of Merchants Green Blvd.”

5. This Agreement shall remain in effect until completion of the infrastructure as described herein.

6. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

Witness the day and year first above written.

City of Morristown, Tennessee

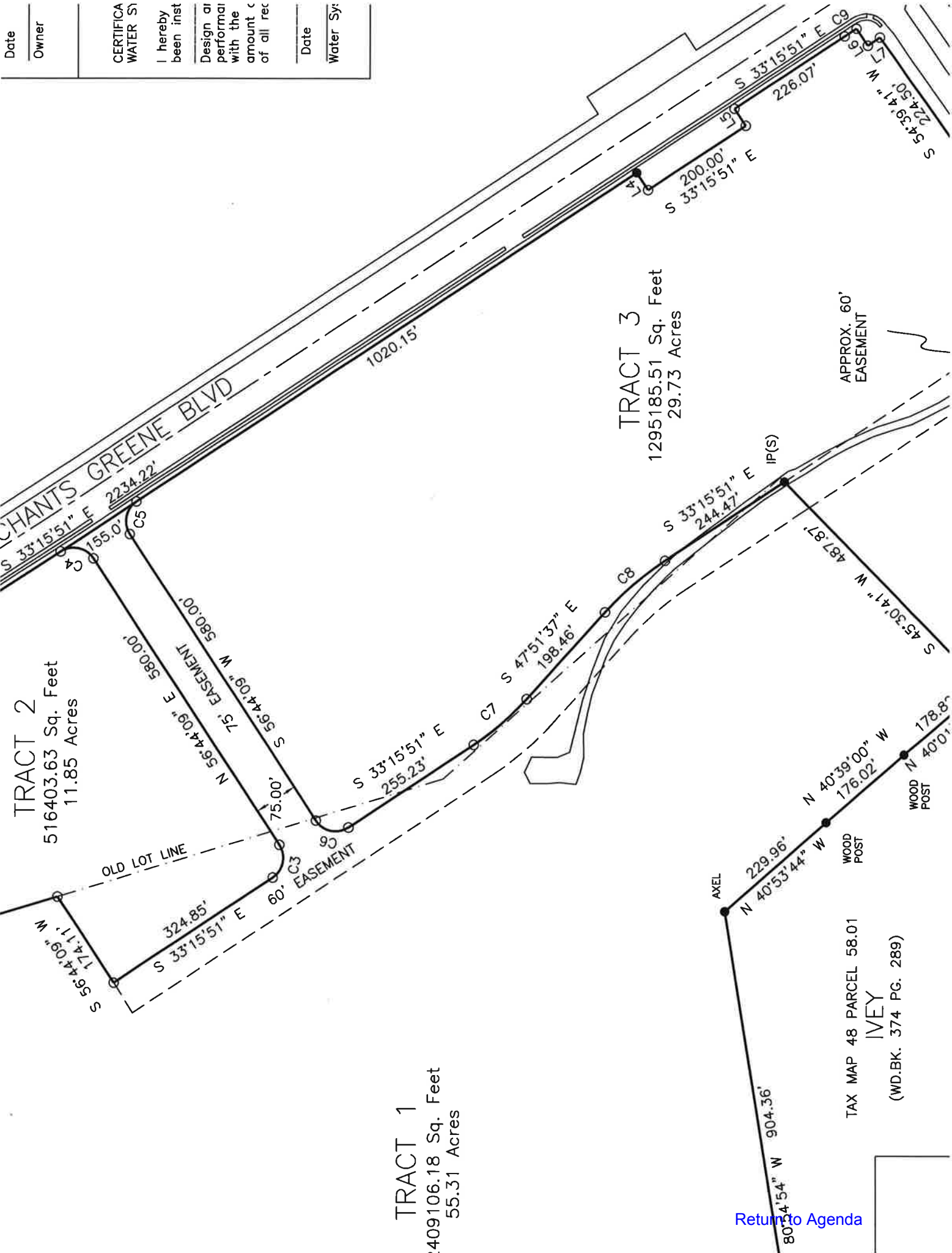
By: _____

Name: _____

Title: _____

JOHN BELL

Date	Owner	CERTIFICATE	I hereby	Design or	Date	Water Sy:
		WATER SH	been inst	performan		
				with the		
				amount c		
				of all rec		



2017, by and between, JOHN BELL, herein referred to as "Bell", and the CITY OF MORRISTOWN, TENNESSEE, hereinafter referred to as "City" and W. Evan Anderson, Attorney with the office of Bacon, Jessee, Perkins, Carroll & Anderson, LLP, hereinafter referred to as "Escrow Agent".

WHEREAS, City has contracted with Bell by execution of an Agreement ("Agreement") of even date for the construction of certain infrastructure necessary for the development of Tracts 1, 2, and 3 as is depicted on a survey by Richard Kent, dated January 17, 2017, and bearing the name "Bell – Seal Subdivision" (the "Plat") and being situate in the Fifth Civil District of Hamblen County, Tennessee, and

WHEREAS, the City has not yet completed the infrastructure as described in the Agreement, and in order to make certain the availability of funds to satisfy the Bell's portion of the cost of this infrastructure, the parties desire for Bell to place a sum of \$197,075.00 with the Escrow Agent under the terms of this escrow agreement. This infrastructure shall be completed by December 31, 2017 unless this deadline is extended by Bell and the City in writing.

WHEREAS, for and in consideration of Bell performing under the Agreement and placing the aforementioned sum of money with the Escrow Agent, City has agreed to make certain the satisfactory completion of the infrastructure within the time required and pursuant to the terms of the Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Buyers and Sellers hereby appoint W. Evan Anderson, Attorney with the office of Bacon, Jessee, Perkins, Carroll & Anderson, LLP, 1135 West Third North Street, Morristown, Tennessee as Escrow Agent hereunder.

2. Bell hereby deposits with Escrow Agent a sum of \$100,000.00 and agrees to deposit the remaining balance of \$97,075.00 immediately upon closing of the first sale of any lot or portion of Tracts 2 or 3 as depicted on the Plat. These funds shall represent the agreed upon portion of Bell's responsibility for the cost of the infrastructure above set out (hereinafter referred to as the "Escrow Fund") to be held by Escrow Agent. Escrow Agent shall hold the Escrow Fund until a writing is presented to Escrow Agent signed by the Bell and the City acknowledging the completion of the infrastructure above referenced and directing the release of the escrow fund to the City. Upon receipt by Escrow Agent of the writing, the Escrow Agent will release all the escrow fund to the City. Should Seller fail to complete the infrastructure within the time limit provided or any extension thereof, then the escrow funds shall be released unto Bell.

3. The Escrow Agent accepts and agrees to hold and disburse the Escrow Fund in accordance with this Agreement and agrees to serve in the capacity of Escrow Agent hereunder and subject to the following conditions:

(a) In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to any party for damages, losses, or expenses, except for gross negligence, willful default or breach of trust. Accordingly, the Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted in good faith upon the advise of its independent counsel with respect to any questions relating to its duties and responsibilities under this Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including any written instructions provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein which the Escrow Agent shall, in good faith, believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of the Agreement.

(b) In the event of any dispute between the parties hereto made known to the Escrow Agent, at the discretion of Escrow Agent, it shall be entitled to tender into the registry or custody of the Chancery Court for Hamblen County, Tennessee, the Escrow Fund and all other funds or property or documents in its hands under this Agreement, together with such pleadings as it deems appropriate, and thereupon to be discharged from all further duties and liabilities under this Agreement. For this purpose, each of the parties hereto consents and submits to the jurisdiction and venue of such Court

placed in an interest bearing account because of the short duration of the intended escrow and the negligible interest such fund could accrue.

4. Escrow Agent may consult with and obtain advice from legal counsel in the event of any question as to any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

DATED this _____ day of _____, 2017 and entered into at Morristown, Tennessee.

City of Morristown, Tennessee

By: _____

Name: _____

Title: _____

JOHN BELL

AGREED TO AND ACCEPTED BY: _____
W. EVAN ANDERSON, ATTORNEY

TEMPORARY CUL-DE-SAC

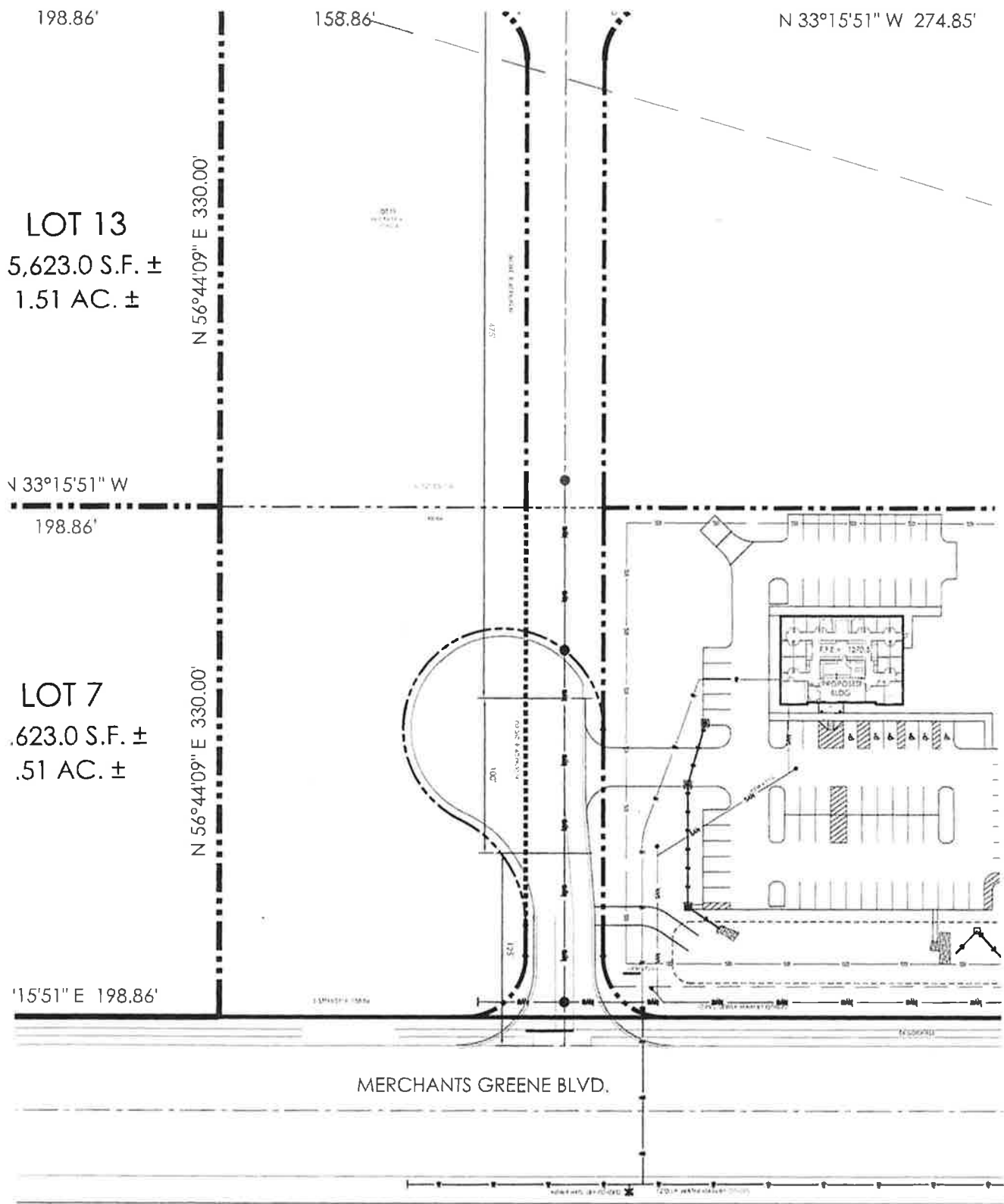
BASE LIFT 1 6" MINERAL AGGREGATE BASE STONE
TDOT #303.01

ASPHALTIC BINDER 3" GRADE " B" TDOT #307-03.15

REFERENCE THE ATTACHED COST ESTIMATE WORKSHEET.

1) STANDARD COST ESTIMATES USE L.F. OF a 26ft WIDE ROAD AS THE UNIT PRICING METHOD.

NOTE: THIS PARTICULAR COST ESTIMATE IS NOT A "BONDING" ESTIMATE. IT IS INTENDED TO ESTIMATE ONLY THE COST OF CONSTRUCTING THE ITEMS NOTED.



REVISED:
Prepared by T. Clint Harrison, P.E.

			UNIT	
DESCRIPTION	QTY	UNIT	PRICE	TOTAL
To Serve Melling Lot				
Sanitary Sewer: from MG west in middle of new road to serve Melling Lot	225	LF	\$70.00	\$15,750
Water: Bore under MG with 8"main and 16"casing	110	LF	\$160.00	\$17,600
Water: Valves and line extension on Melling side of MG	200	LF	\$30.00	\$6,000
Road Construction: (per Knoxville pricing guide) Note: for a 39ft wide road, unit prices increased by a factor of 1.5.				
Base Stone (26ft wide)	100	LF	\$50.00	\$5,000
Base Stone (39ft wide)	125	LF	\$75.00	\$9,375
Binder B-M (26ft wide)	100	LF	\$45.00	\$4,500
Binder B-M (39ft wide)	125	LF	\$68.00	\$8,500
Surface Mix (26ft wide)	100	LF	\$26.00	\$2,600
Surface Mix (39ft wide)	125	LF	\$39.00	\$4,875
Curb and Gutter (either width)	225	LF	\$32.00	\$7,200
Sidewalk (one side of road)	200	LF	\$50.00	\$10,000
SUBTOTAL 1				\$91,400

To Extend beyond Melling Lot to the next planned intersection				
Sanitary Sewer: from Melling Lot to serve then next 2 lots	110	LF	\$70.00	\$7,700
Water: Valves and line extension past Melling Lot to serve next 2 lots	110	LF	\$30.00	\$3,300
Road Construction: (per Knoxville pricing guide)				
Base Stone (26ft wide)	475	LF	\$50.00	\$23,750
Binder B-M (26ft wide)	475	LF	\$45.00	\$21,375
Surface Mix (26ft wide)	475	LF	\$26.00	\$12,350
Curb and Gutter (either width)	475	LF	\$32.00	\$15,200
Sidewalk (one side of road)	440	LF	\$50.00	\$22,000
SUBTOTAL 2				\$105,675
				Return to Agenda



Sponsorship Agreement

City of Morristown
 Anthony W. Cox
 P.O. Box 1499, 100 West 1st North St.
 Morristown, Tennessee 37816-1499
 423-585-4603

1/9/2017

Dear Mr. Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:		Value
Cash		\$1,000
In-Store(s) Shop Day(s)		N/A
Shopping Day(s) at our Morristown, TN store(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s):		
In Store Shop Dates are TBD		
Community Youth Sports Kits		\$3,283.64
Quantity	Value	
8	2017 SPRING Softball 11 inch (\$80.99/each)	
10	2017 SPRING Softball 12 inch (\$80.99/each)	
8	2017 SPRING Tee Ball (\$55.00/each)	
18	2017 SPRING Baseball (\$76.99/each)	
Accessories		\$119.94

Quantity Value

6 2017 Tee Ball/Baseball/Softball - Batting Tee (\$19.99/each)

Blue Sombrero

Blue Sombrero ("BSB"), a wholly owned subsidiary of Sponsor, shall provide the following services for Organization, subject to the terms of use available at www.bluesombrero.com

N/A

BSB will provide free online registration and league management services to Organization. BSB will also offer Organization a few professional web design service which can be turned on and utilized by Organization if needed. From time to time, BSB will deliver special offers and benefits to Organization's members.

Total Sponsorship Package Value**\$4,403.****Organization shall provide DSG with the following:**

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
4. - DSG logo on marketing materials promoting organizations leagues.
- Banners displayed during tournaments and special programming.

Term

The term of this Agreement shall begin on **2/1/2017** and remain in effect until **8/1/2017** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:

Dick's Sporting Goods, Inc.

Accepted and Agreed:

City of Morristown

Name: Brian Johnson
Community Marketing Manager

Name: Anthony W. Cox
Title: City Administrator

[Return to Agenda](#)

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable. Any photographs taken by Organization which depicts Sponsors name, brand and logo must be approved by Sponsor prior to use.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.

7. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

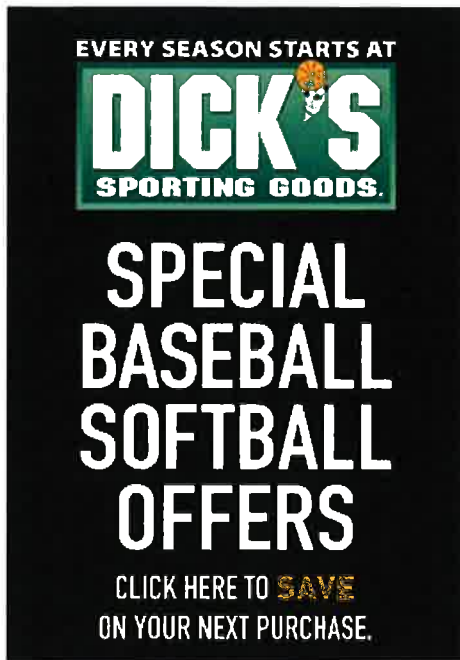
<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Exhibit C - Baseball/Softball E-Coupon

Creating a link from your website to your e-coupon

Image 1:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHWgv1Ew0gWgWN-
uG9zmPNgdOcAFYclGUCCazLDJEC8OwoZqbvBuOb0gcGHoOLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball
_softball_280x400.jpg'
```

Image 2:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_728x90.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHWgv1Ew0gWgWN-
uG9zmPNgdOcAFYclGUCCazLDJEC8OwoZqbvBuOb0gcGHoOLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball
728x90.jpg'
```

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Morristown City Council Agenda Item Summary

Date: March 2, 2017

Agenda Item: Approval of RFQ – Tree Trimming

Prepared by: Joey Barnard

Subject: Tree Trimming RFQ

Background/History: From time to time the City of Morristown must remove or trim trees on its properties or in the right-of-ways of its streets. To be able to maintain the safety of our citizens and to better maintain our City properties, it has become necessary to enter into a contract for tree trimming. The contract will run for a (3) three-year term. During this time the selected vendor will be on call to trim and remove any trees deemed as hazardous by the City of Morristown. A Request for Qualifications was done to find the vendor thought most qualified based on their ability to complete the jobs as safely and quickly as possible.

Findings/Current Activity: The RFQ was advertised in the *Citizen Tribune* on February 14 and February 20, 2017. Additionally, the RFQ was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Monday, February 27, 2017. We received four (4) responses.

Financial Impact: The City of Morristown appropriates funds on an annual basis to remove/trim trees as the need arises. The funds expended for these expenditures varies from year to year depending on several factors. There is not a logical method to determine a per unit cost. Thus, each job will be evaluated on a case-by-case basis. The key is to have a vendor in place that can respond to the City of Morristown needs in a timely manner for the safety of the citizenry. The City of Morristown had four vendors submit their qualifications.

Action options/Recommendations: It is staffs' recommendation based on selection criteria to approve Arbor Excel, LLC as the City's Tree Trimming vendor. Additionally, Council's approval is sought to allow Tony Cox, City Administrator to negotiate and enter into contract with Arbor Excel, LLC based on the terms presented in the Request for Qualifications.

Attachments: None

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March 2, 2017

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

Re: Bids for the Rose Center Roofing Project

Dear Mr. Barnard,

Bids for the Rose Center Roofing Project were opened and read aloud at 2:00 PM on February 28, 2017. There were two eligible bidders (attended the mandatory Pre-bid Conference) and two bids received. The bids are as follows:

Unit Price Work	Estimated Quantity	ABG Caulking	Eskola
Remove and Replace Damaged Deck	900 sq. ft.	\$12.00	\$5.50
Fascia Board	700 L.F.	\$ 5.00	\$3.20
Lump Sum Work			
Ballasted Membrane Roofing System		\$50,680.00	\$52,500.00
Thermoplastic Adhered Roofing System		\$116,780.00	\$125,800.00
Total Bid		\$181,760.00	\$185,490.00

The two bids were relatively close which would indicate they each saw the project the same. Both bidders we contacted a week in advance to ascertain any questions which they may have had. The availability of the work site was conveyed to each bidder in writing a week before the bids. We would recommend an award to ABG Caulking.

We are available for any other services which you may desire relative to this project. Those services may include:

- Prepare Notice of Award
- Prepare Contract for execution
- Review a Schedule of Values for the lump sum work for reviewing pay estimates and if a scope change is desired
- Conduct a Pre-construction Conference
- Prepare any Change Order which may be desirable
- Review Contractor pay estimates
- Observe on-site construction activities
- Provide a final inspection for final payment

4661 McCammon Court • Maryville, TN 37804 • Phone: (865) 207-3113

ldunn@ssc-mgt.com

[Return to Agenda](#)

We will be happy to provide a proposal for any of the above additional services if desired.
If there are questions concerning the bids or available additional service, please feel free to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lamar Dunn', with a long horizontal flourish extending to the right.

Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC

cc: Tony Cox

NOTICE OF AWARD

Date of Issuance:

Owner: City of Morristown Owner's Contract No.:

Engineer: Strategic Services Company, LLC Engineer's Project No.:

Project: Rose Center Roofing System Contract Name:

Bidder: ABG Caulking and Waterproofing

Bidder's Address: 3407 W. Andrew Johnson Highway, Morristown, TN 37814

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 28, 2017 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the: Rose Center Roofing Project. The Contract Price of the awarded Contract is: \$181,760. A portion of this work is to be paid on a unit price basis.

The Project Manual which you have a copy has the AGREEMENT form and Bond(s) forms to be executed. If you need additional copies either electronic or "hard copy", please advise. Please note the requirement of a Schedule of Values and the site availability as shown in the Addendum. A Pre-construction Conference will be scheduled promptly after you have returned the executed Agreement and Bonds.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner 4 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Morristown, Tennessee

Authorized Signature

By:

Title: City Administrator

Copy: Engineer



March 2, 2017

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

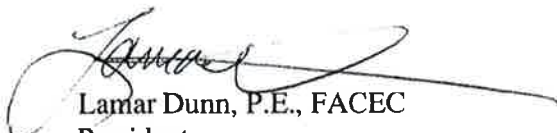
Dear Mr. Barnard,

This letter is a follow-up to our conversation earlier today relative to a budget for services during construction of the Rose Center Roofing Project. The services would be in accordance with the terms of the existing engineering agreement with the rates therein. It would be proposed to provide the services on a time and material budget.

For the scope of services outlined in the 02/02/2017 letter except for observation of construction activities a budget of \$3,500 should be set. For the construction observation services, we have budgeted 20 days of actual work which hopefully is adequate. Using that estimate of time, a budget of \$13,000 should be set. Obviously, if less time is required, only the actual time would be invoiced.

If this proposal is acceptable, please advise and we will commence upon your authorization.

Sincerely,



Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC



Morristown City Council Agenda Item Summary

Date: March 7, 2017

Agenda Item:

Prepared by: Larry Clark

Subject: Farmers Market change order 1

Background / History: Council approved construction of the second phase of the Farmer's Market. This project includes making changes to the parking, creating a green space and connecting it to the Greenway system.

Findings / Current Activity: Because of planned events being near the end of the project and other considerations, staff recommends the following changes to the contract. Using sod instead of seed and straw, replacing curb and gutter on Henry because of the way the sidewalk and curb was originally constructed and adding a sidewalk around the bath room facility.

Financial Impact: Increase in project cost of \$27,527.25. These costs will be budgeted from original budget amount (bid came in less than budget amount). The project will still be completed in the time frame originally scheduled.

Action options / Recommendations: Approval of change order

Attachments: McGill & Assoc. documentation of change order.

Date of Issuance: February 24, 2017

Effective Date:

Owner: City of Morristown

Owner's Contract No.:

Contractor: King General Contractors, Inc.

Contractor's Project No.:

Engineer: McGill Associates, P.A.

Engineer's Project No.: 16.06510

Project: Morristown Farmer's Market – Phase II

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: *Add all labor and material costs associated with the addition of ~205 ft² of sidewalk around the existing farmers market restroom and ~50' of curb & gutter along Henry Street, as well as the replacement of seed & mulch with fescue sod as the permanent site stabilization.*

Attachments: *King General Contractor's quotes for (1) additional sidewalk and curb & gutter and (2) replacement of seed & mulch with fescue sod permanent vegetation.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 301,559.00	Original Contract Times: Substantial Completion: <u>90</u> calendar Ready for Final Payment: <u>150</u> calendar days
Increase from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ 0	Increase from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 301,559.00	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> calendar Ready for Final Payment: <u>150</u> calendar days
Increase of this Change Order: \$ 27,527.25	Increase/decrease of this Change Order: Substantial Completion: <u>+12</u> calendar Ready for Final Payment: <u>-48</u> calendar days
Contract Price incorporating this Change Order: \$ 329,086.25	Contract Times with all approved Change Orders: Substantial Completion: <u>102</u> calendar Ready for Final Payment: <u>102</u> calendar days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	CFR (Authorized Signature)		Owner (Authorized Signature)		
Title: <u>Project Engineer</u>	Title: <u>Construction Administrator</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>	Title: <u>[Signature]</u>
Date: <u>2/24/17</u>	Date: <u>3-1-17</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>	Date: <u>[Signature]</u>

ACCEPTED:

ACCEPTED:

By: _____
Contractor (Authorized Signature)

By: _____
Funding Agency (if applicable)

Title _____

Title: _____

Date _____

Date _____



February 24, 2017

Jake Greear, P.E, Project Manager
McGill Associates P.A.
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Project: Morristown Farmer's Market Ph. II

Subject: Revised Change Request-Post Curb along Henry Street & Additional Sidewalk at Restrooms

Jake,

At your request King General Contractors, Inc (KGC) is pleased to provide a proposal for installation/construction of a section of curb & gutter (50LF) (matching existing) along Henry Street. KGC also would like to include the requested price for the additional 5' concrete sidewalk behind the Farmer's Market Phase I Restroom.

The curb & gutter construction is necessary due to the existing construction of this area of side walk being as a solid pour of sidewalk & curb. The additional side walk is at the cities request and is based on a sketch provided. KGC is pleased to provide this at the following breakdown:

6" Curb & Gutter: 50 LF @ \$49.45 per LF = \$2,472.50
Additional Sidewalk: 205 SF @ \$13.95 per SF = \$2,859.75

Total of this Change Request: \$5,332.25

Additional Time for above work & sod installation in lieu of seeding: 10 working days

Each of the above will be provided at the time of original scheduled concrete construction. In the event that this is to be provided at any other time than scheduled then there will be an additional mobilization required.

King General Contractors, Inc would like to thank you for the request of this proposal

Cc: Bill Hunigan, McGill Associates, Onsite Construction Supervisor
Chad King, King General Contractors, President
King General Contractors, Inc, File

LOCATE
WIRE

UNDERGROUND ELECTRICAL
SERVICE TO BE REUSED AS
DESIRED BY M.U.S. TO SERVE
NEW LIGHTING

SAWCUT & REMOVE CURB
BACKING TO A.D.A. RAMP TO
ACCOMMODATE PROPOSED TRAIL



January 30, 2017

Jake Greear, Project Manager
McGill Associates P.A.
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Project: Morristown Farmer's Market Ph. II

Subject: Price Proposal for Fescue Sod Placement in Lieu of Seeding

Mr. Greear,

At the request of the City of Morristown, King General Contractors, Inc. (KGC) is pleased to provide a price proposal for the placement of fescue sod in lieu of seeding on the Morristown Farmer's Market Ph. II grassed areas. Based on this request there will be a deduction of \$2,800.00 for the seeding. To provide sod for these areas will be an increase of \$24,995.00. This is a net price increase of \$22195.00

This increase includes purchase & mobilization of sod to site, installation of sod in the areas on plans to be seeded.

King General Contractors, Inc. would like to thank you for the opportunity to provide this proposal.

Please submit to the town for review.

Cc: Bill Hunigan, McGill Associates, Construction Field Representative
Chad King, King General Contractors, President
King General Contractors, Inc, File

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 27th day of February, 2017, by and between Hamblen Co. Dept. of Education hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 3161 Lorino Park Road
034-D, "C", Parcels: 18.00, 18.01, 18.02, 18.03, 18.04 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1499 Page 580, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Collins Estate (Lots 1-5)- Hamblen Co. Bus Garage
(Name of Plan/Development)

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

HAMBLEN COUNTY DEPARTMENT OF EDUCATION
Company/Corporation/Partnership Name (Seal)



By: Dale P. Lynch

Dale P. Lynch
(Type Name)

Director of Schools
(Type Title)

State of Tennessee

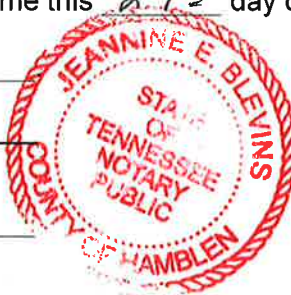
County of Hamblen

The foregoing Agreement was acknowledged before me this 27th day of February, 2017.

by Dale P. Lynch

Jeannine E. Blevins
Notary Public

My Commission Expires 6-30-2020



Approved as to form:

Kimberly C. [Signature] 3-1-17
City Attorney Date

Approved by the City:

Mayor Date

[Return to Agenda](#)



Morristown City Council Agenda Item Summary

Date: March 7, 2017

Agenda Item:

Prepared by: Larry Clark

Subject: Surplus I.T. Equipment

Background / History: Equipment has been identified to be declared as surplus for removal.

Findings / Current Activity: There are three items to be declared.

1. Dell Poweredge 1900 server (Service Tag: HFXRBC1)– this equipment is no longer being supported by Dell or Microsoft and has been replaced.

Financial Impact: None

Action options / Recommendations: Approval of declaring equipment surplus.

Attachments:

MEMO

To: Mayor and Council

From: Bill Honeycutt, Fire Chief

Date: February 27, 2017

RE: PROMOTIONS

As you know, the department currently has a vacancy at the rank of Fire Marshal; therefore, I'm requesting the Council to appoint an eligible candidate to the position during the City Council Meeting scheduled for March 7, 2017.

Once the FM's vacancy is filled, other positions become vacant as each appointment transpires, so there'll be multiple requests for promotion during the process. Those include: **Fire Marshal, Battalion Chief, Captain, Lieutenant and Driver**. Ultimately, we'll have a **vacancy left at entry level firefighter**; however, due to the current recruit school being in its second week, we'll work one position short at FF until the August timeframe, hoping for a fall recruit class.

A copy of Certified Civil Service Rosters for each position to be considered for appointment is included in Council's informational packet. From each roster, Council may consider the top three names. **I'm prepared to make recommendations.**

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

Fire Department Fire Marshal Roster

Revised on February 22, 2017 to Reflect Testing, **Promotions** and /or Corrections

	<u>RANK AND NAME</u>	<u>EXPIRES</u>
1	Brian Shepard	31-Jan-18
2	Scott Kimbrough	31-Jan-18
3	Tim Carpenter	31-Jan-18
4	Marty Bryant	31-Jan-17

Civil Service Board


Lee Parker, Chairman

2-22-2017
Date

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

Fire Department Battalion Chief Roster

Revised on February 22, 2017 to Reflect Testing, **Promotions** and /or Corrections

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

Civil Service Board


Lee Parker, Chairman

2-22-2017
Date

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

Fire Department Captain Roster

Revised on February 22, 2017 to Reflect Testing, **Promotions** and /or Corrections

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

Civil Service Board


Lee Parker, Chairman

2-22-2017
Date

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

Fire Department Lieutenant Roster

Revised on February 22, 2017 to Reflect Testing, **Promotions** and /or Corrections

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

Civil Service Board


Lee Parker, Chairman

2-22-2018
Date

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

Fire Department Driver/Engineer Roster

Revised on February 22, 2017 to Reflect Testing, Promotions and /or Corrections

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

Civil Service Board


Lee Parker, Chairman

2-22-2017
Date