

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 21, 2017 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Burford, Senior Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. November 7, 2017

6. PROCLAMATIONS/PRESENTATIONS

1. Proclamation for Small Business Saturday

2. Presentation of Tennessee Recreation Parks Association (TRPA) Awards

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution of the City of Morristown, Tennessee, Adopting the Revised Parks and Recreation Fees and Charges.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
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).
{Public Hearing December 5, 2017}
2. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 19 (Electricity & Gas) of the Morristown Municipal Code.
{Public Hearing December 5, 2017}
3. Ordinance No. _____
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).}
{Public Hearing December 5, 2017}

9-c. Awarding of Bids/Contracts

1. Approval of Interlocal Cooperation Agreement for SR-66 and SR-160 Traffic Signals.
2. Approval of Bid for Plastic Recycle and Refuse Containers to Rehrig Pacific Company in the amount of \$52.70 per container.
3. Approval of Change Order # 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.
4. Approval of Change Order #1 for 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.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

Nov. 23-24, 2017	(Thursday & Friday)	City Employee's Holiday, Thanksgiving
Nov. 30, 2017	(Thursday) 7:00 p.m.	City Council Community Roundtable
		Panther Springs United Methodist Church
Dec. 5, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 5, 2017	(Tues) 5:00 p.m.	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
January 1, 2017	(Monday)	City Employee's Holiday New Year's
January 2, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
January 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2017	(Monday)	City Employee's Holiday Martin Luther King Day
January 16, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
January 16, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
January 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 19, 2017	(Friday) 9 a.m. – 3 p.m.	Work Session – Mid-Year Council Planning
		Morristown Airport Conference Room

**WORK SESSION AGENDA
NOVEMBER 7, 2017**

1. Curbline Weed Control.

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
NOVEMBER 7, 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 7, 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.

John Freitag, 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 October 17, 2017, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3591. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3591 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith, Pedigo and Mayor Chesney voted "aye"; Councilmember Alvis voted "no".

Ordinance No. 3591

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales.

Councilmember Smith made a motion to approve Change Order No. 1 (Task Order No. 2) with Mattern & Craig, Inc., for the West Andrew Johnson Highway Road Project (right-of-way acquisition services) in the amount of \$8,500, bringing contract total from \$165,020 to \$173,520. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Change Order No. 1 with East Tennessee Turf and Landscape for additional material required to complete the remediation of developing sinkholes at the Morristown Regional Airport, price and contract time not changed. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement (I&M Agreement) between the City of Morristown and Cornerstone Academy, Inc., 260 Jacobs Road. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the purchase of a 2018 Dodge Durango AWD in the amount of \$26,092 and a 2018 Dodge 1500 Tradesman Regular Cab 4X4 in the amount of \$25,051 from TT of Columbia, via state contract, for the Inspections Department. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the purchase of deicing salt from Cargill Incorporated, via statewide contract. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made the motion to re-appoint Michelle Jones to the Morristown-Hamblen Child Care Centers Board for a two (2) year term to expire on November 20, 2019. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the declaration of a 9mm Glock Model Serial #BAZB duty weapon as surplus property and authorize the transfer to Lt. Tony Belisle upon retirement. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the November 7, 2017, City Council meeting at 5:19 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Office of the Mayor
MORRISTOWN, TENNESSEE
PROCLAMATION

Whereas, the government of the City of Morristown celebrates our local small businesses and the contributions they make to our local economy and community; small businesses represent over ninety-nine percent of all businesses with employees in the United States, and are responsible for sixty-three percent of net new jobs created over the past 20 years, and

Whereas, small businesses employ almost fifty percent of employees in the private sector; and

Whereas, on average, thirty-three percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

Whereas, seventy six percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

Whereas, Morristown supports our local businesses as they create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Gary Chesney, on behalf of the Morristown City Council do hereby proclaim, November 25, 2017, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Attest:

Date:



**CITY OF MORRISTOWN, TENNESSEE
RESOLUTION NO. _____
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 Day, One Night	\$550.00
Six Fields, One Day, One Night	\$550.00
Six Fields, Two Day, 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 Day, One Night	\$550.00
Six Fields, One Day, One Night	\$550.00
Six Fields, Two Day, 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 Fields 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 Day, One Night **\$550.00**

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

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

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

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

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

Eight Fields, Two Day, 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.

SHELTERS/PAVILIONS*

	<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 uncircumvented 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 FACILITES-SPECIAL USE AGREEMENT APPLICATION AS NEEDED”

Passed this _____ day of _____, 2017.

Gary Chesney, Mayor

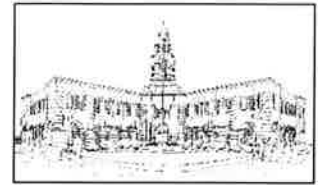
ATTEST:

City Administrator, Anthony Cox

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Planning Director *SN*
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.

ZONING ORDINANCE

Chapter 19 ADMINISTRATION AND ENFORCEMENT

14-1901. ENFORCING OFFICERS

The provisions of this ordinance shall be administered and enforced by the City Administrator or their designee ~~Municipal Building Inspector~~. 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 ~~the current Landscaping Ordinance.~~ Chapter 33 LANDSCAPE, BUFFERS, AND SCREENING.
6. Lighting Plan:
 - a. Show the layout and type of lighting per the requirements of ~~the current Lighting Ordinance.~~ 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 ~~Municipal Building Inspector~~ 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 Site Plans	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.

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.

ORDINANCE NO. _____

**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
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Multi-phase Site Plans	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 the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator

**ORDINANCE NO. _____,
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

November 15, 2017

Notice to Appeal Decision made by Morristown Regional Planning Commission.

To Whom it may concern:

On, November 14, 2017, the planning Commission denied our request to rezone 304 W 2nd North Street from RD1 to OMP, as OMP Zones already exist within no less than 100 feet from said property.

Re-zoning request for OMP will not interfere with how the current surrounding residences operate, as this re-zoning to OMP will not cause material adverse affects of any of the surrounding residences/properties, nor will the re-zoning to OMP interfere with vehicle and or pedestrian traffic, nor create noise, dirt, smoke, odors or other nuisances; which would be detrimental to the general welfare of the surrounding residential areas.

Applicant, upon approval plans to use said property as a commercial location for credit counseling services. Applicant is a Certified Housing, Financial, and Credit Counselor, able to offer the general public great knowledge pertaining to Housing, Financial, and Credit issues. Currently, Everlasting Credit Counseling conducts 98% of it's business online and over the telephone. Therefore, this kind of business would not cause any more traffic to the area.

Current businesses located within OMP zones within 100 feet of said property do not and have not caused detriment to local residences, nor the historic feel and charm of the local Historic Area.

Said property is a 120 year old Queen Anne Style home; which has been updated to keep the home within the historic feel and charm of the area, and as such upon approval of OMP the property will remain unchanged and has plans to become approved to be on the National Register of Historic Properties as the property used to be an all girls school and a late State Senator had resided in the home. Just as 'The Meeting Place Country Store, LLC' can conduct business and maintain vintage and historic charm, that is the same ideology behind the Credit Counseling business.

Property owners of the said property requesting the re-zoning understand the local communities fears of having the area turn into a commercial area with high traffic, however that is against many regulations of the OMP and without OMP rezoning, property owner may not be able to conduct business at the location, as a Home Use Permit would not be sufficient.

Thank you;

Christina Hayes

David & Christina Hayes
Property owners of:
304 West 2nd North Street
Morristown, TN 37814

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner 
DATE: November 21st 2017
REQUEST: Rezone Property from R-2 to OMP for Financial Business

BACKGROUND:

A request has been received from Ms. Christina Hayes on behalf of property owner David Hayes for 304 W. 2nd North Street (Hamblen County Tax Map #033M K 00700 000). Currently zoned R-2 (Medium Density Residential), the applicant is requesting that the property be rezoned to OMP (Office, Medical & Professional) to accommodate a financial business.

As can be seen by the photograph attached, properties on both sides of W. 2nd Street from N. Henry to Allison Street (21 parcels total) are zoned R2 and used for residential dwellings. There are five parcels located behind the subject property (E. 3rd Street) within this same boundary that are zoned OMP, 2 of which are used for residences.

Currently, the OMP district does not allow financial institutions as a use permitted by right as seen from the list below:

14-802. USES PERMITTED

1. Accessory structures/buildings.
2. Architects' and Artists' Studios (limited practice).
3. Beauty Shops/ Barber Shops (limited practice).
4. Dentists (limited practice).
5. Doctors (limited practice).
6. Engineers (limited practice).
7. Group Home (see definition).
8. Kindergartens and child nurseries, provided that there are not more than six (6) pupils and provided that said activities are conducted as a customary home occupation.
9. Lawyers (limited practice).
10. Medical Campus with the provisions in Section 14-810. (3243-4/18/2006)
11. Optometrists (limited practice).
12. Parish houses.
13. Parsonages.
14. Psychiatrists (limited practice).
15. Psychologists (limited practice).
16. Residential Dwelling (single family).
17. Residential Dwelling (two-family).
18. Residential Dwelling (multi-family).
19. Roomers (the taking of), provided that no more than two (2) rooms are used for such purposes.
20. Rooming or boarding house.

However, financial office-type uses (Section 14-803; bonding companies, brokerage companies, loan companies) may be permitted, but only with Board of Zoning Appeal approval through the use on review process. If approved for rezoning, the applicant will be required to submit a site plan showing compliance with all City Code (i.e. parking, lighting, landscaping, building code, etc.) which will be submitted to the Board of Zoning Appeals with the use on review request.

RECOMMENDATION:

Staff feels that approval of this rezoning would be a detriment to adjoining properties as the majority are still residentially used, and, rezoning of the property could possibly be considered 'spot zoning'. Therefore, Staff would recommend denial of this rezoning request.

PLANNING COMMISSION ACTION(S):

At the regular meeting on November 14th 2017, the Morristown Regional Planning Commission heard from the applicant and several property owners who voiced opposition to the submitted request. (attached is a petition which was distributed at that meeting) The Morristown Regional Planning Commission voted to recommend denial of this rezoning request.

Rezoning of Hamblen County Tennessee Tax Parcel ID # 033M K 007.00 , currently addressed as 304 East 2cd North Street, from R-2 (Medium Density Residential) to OMP (Office, Medical and Professional);

ORDINANCE NO. _____, ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to OMP (Office, Medical and Professional);

Situate in the First Civil District of Hamblen County, Tennessee, to wit:

Fronting about 89 feet on Second North Street and about 198 feet on Mill Street, bounded on the south by said Second North Street, on the east by said Mill Street, and on the west and north by property of J. M. Sharp.

Being the same property conveyed to Fred G. Wood by Quitclaim Deed from Wanda Buckland, widow and James M. Wood dated October 2 2000, being of record in Book 767, Page 172 in the Registers Office for Hamblen County Tennessee. Fred G. Wood died on December 21 2013 leaving a will of record in Will Book 7, Page 322 said Registers Office. Per Will, the heir to the above described property is Andrew James Wood.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Office, Medical and Professional (OMP) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

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

Passed on first reading the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator



PLANNING COMMISSION APPLICATION

City of Morristown

Prior to an **annexation, rezoning, subdivision** (major or minor) and/or **site plan** (preliminary or final plat approval) request being placed on the Regional Planning Commission Agenda, the applicant must furnish to the Department of Community Development and Planning the following information:

1. **Date:** 9/28/17
2. **Name of Property Owner:** David & Christina Hayes
Mailing Address: PO BOX 2348 **City/State/Zip** Morristown 37810
Telephone: (Home) 423-258-3071 **(Business)** 423-254-0555 **(Mobile)** _____
3. **Name of Applicant:** _____
Mailing Address: _____ **City/State/Zip** _____
Telephone: (Home) _____ **(Business)** _____ **(Mobile)** _____
4. **Name of Agent (if applicable):** _____
Mailing Address: _____ **City/State/Zip** _____
Telephone: (Home) _____ **(Business)** _____ **(Mobile)** _____
5. **Property information:** **Street Address:** 304 W. 2ND NORTH STREET
County Tax Map: 033L **Group:** K **Parcel(s)** 007.00
Current zoning: R2 **Parcel size:** _____ **City/U.G.B.** Morristown
Existing Use: Residential **Proposed Use:** OMP
6. **Nature of Request:** (please circle)
a) **Annexation** (state reason for request) _____
b) **Right-of-way/Alley Closure** (state reason for request) _____
c) **Subdivision/P.U.D.:** Name _____ Acres/lots _____ Subdivided into _____
☐ Concept Plan Approval ☐ Preliminary Plat Approval ☐ Final Plat Approval ☐ P.U.D. Approval
d) **Zoning Classification Change (\$100.00 Fee):** From Residential To OMP
e) **Other Requests:** _____
7. List name and addresses of **adjacent property owner(s)** that would be affected by request (reverse side).
8. Submit site plans, surveys, special fees or other items as required for review by City staff and Regional Planning Commission members.
9. **Applicant Signature:** Christina Hayes **Date:** 9/28/17

This application will not be accepted unless all information is complete. If a question is not applicable, please draw a line through the space provided or mark "n/a" (not applicable).

Return to Agenda

2017-11-21
REAR

November 13, 2017

Morristown Planning Commission

To Whom it Concern

We the residents of Old Town on West Second North Street do not wish see a rezoning in our Historical Neighborhood. We desire to keep this area residential only.

Alice Westmouland 311 West 2nd North 307-9483
Dany Anne Charles " 586-4157

Rebecca M. Cory 319 West 2nd N 423-586019;
Jane B. Heisch 403 West 2nd N 423-289-1194

Dale & Mary Katts 225 W. 2nd North St (423) 839-559.
Morristown, N.J. 37817

Alice Katts 225 W. 2nd North St (423) 901-830-1452

Cecilia Longefeld 224 West 2nd N. 423-312-5137
West 2nd N. 423-736-3100

Phyllis Carter

PUBLIC NOTICE

The Morristown Tennessee City Council will conduct a public hearing to rezone property located at 304 W. 2nd Street from its current designated R-2 (Medium Density Residential) district to OMP (Office, Medical and Professional) district. Anyone wishing to be heard may attend the meeting which will be held on Tuesday December 5th, 2017 at 5:00 p.m. in Council Chambers at City Center, 100 West First North Street, Morristown, Tennessee.

TO BE RUN IN CITIZEN TRIBUNE ON THE FOLLOWING DATES:

SUNDAY NOVEMBER 19TH 2017
MONDAY NOVEMBER 20TH 2017
TUESDAY NOVEMBER 21ST 2017

Rezoning of Hamblen County Tennessee Tax Parcel ID # 033M K 007.00 , currently addressed as 304 East 2nd North Street, from R-2 (Medium Density Residential) to OMP (Office, Medical and Professional);

ORDINANCE NO. _____, ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to OMP (Office, Medical and Professional);

Situate in the First Civil District of Hamblen County, Tennessee, to wit:

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SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Office, Medical and Professional (OMP) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

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

Passed on first reading the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2017.

Mayor

ATTEST:

City Administrator

INTERLOCAL COOPERATION AGREEMENT FOR SR-66 AND SR-160 TRAFFIC SIGNALS

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2017 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **HAMBLLEN COUNTY, TENNESSEE** (“County”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, on County roads SR-66 and SR-160, two (2) new intersections have been created and the County has had traffic signals installed at each intersection; and

Whereas, the County does not have the expertise required to adequately maintain these traffic signals, but the City does have said expertise and is willing to maintain these traffic signals for the County, and

Whereas, the City does agree to maintain these traffic signals and the County does agree to reimburse the City for its time and material costs in maintaining said signals; and

Whereas, the City and the County hereby enter into this Interlocal Cooperation Agreement for the purpose of the City’s maintenance of the County owned traffic signals located at the two (2) intersections at SR-66 and SR-160.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Maintenance.** The City agrees to maintain the traffic signals, including traffic control signs on the mast arms, located at the two (2) new intersections on SR-66 and the on and off ramps of SR-160. The City agrees to complete routine maintenance twice a year on each intersection. The routine maintenance includes cleaning/dusting inside the signal cabinets and changing out the air filters. The City also agrees to be responsible for any additional maintenance required for the signals and intersections, including but not limited to, following up on traffic signal timing complaints, resetting the timing, and changing out the signal bulbs. In the course of maintaining these signals, the City shall handle the removal of any old parts and hardware and shall have the authority to discard, recycle, or store

said parts and hardware. The City shall maintain and control all aspects of these signals, including Opticom, timings, and the maintenance stated herein.

2. **Costs.** The County agrees to reimburse the City for all of its material costs associated with maintaining the traffic signals. Additionally, based upon the City's estimate of an hour per intersection for the routine maintenance, the County agrees to pay the City at a rate of fifty dollars (\$50.00) per hour per City employed technician. The City shall prepare an itemized billing statement and submit same to the County for reimbursement of its costs associated with the signal maintenance.
3. **Additional Work.** The City and County understand that there may be occasions where additional work or maintenance needs to be completed on the traffic signals or at the intersections and said work is outside the scope of what the City can complete. In these situations, the City shall notify the County and upon agreement of the parties, the City shall be permitted to use outside contractors to complete any additional work or maintenance. The County shall then reimburse the City for any costs and expenses paid for the outside contractors.
4. **Ownership and Utilities.** At all times during this Agreement, the County shall retain ownership of the traffic signals located at the intersections of SR-66 and SR-160, referenced herein. The utilities associated with these signals, including electric and FiberNet shall be kept solely in the County's name and paid for by the County.
5. **Term.** The term of this Agreement shall commence upon the adoption and approval by both the City Council and the County Commissioners and shall continue for a period of three (3) years. This Agreement shall automatically renew at the end of each three (3) year period, unless either party desires not to renew the Agreement and provides written notice of same to the other party no less than sixty (60) days prior to the end of the initial term or any extended term(s).
6. **Adoption.** This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Hamblen County, Tennessee

By: _____

By: _____

Adopted: _____

Adopted: _____



Morristown City Council Agenda Item Summary

Date: November 14, 2017

Agenda Item: Approval of Bid – Plastic Recycle and Refuse Container Bid

Prepared by: Joey Barnard

Subject: Plastic Recycle and Refuse Container Bid

Background/History: The Public Works Department finds it necessary to replace worn refuse and recycle containers and to furnish new containers as needed to the citizens of Morristown.

Findings/Current Activity: The Bid was advertised in the *Citizen Tribune* on October 25, 2017 and on October 27, 2017 and in the Knoxville News Sentinel on October 25, 2017. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was at 10:00 A.M on Wednesday, November 8, 2017. We received 3 responses to the bid.

Financial Impact: This bid will allow for the replacement of worn containers and the furnishing of new containers while remaining within the allotted budget for the 17-18 Fiscal Year. There is \$40,000 appropriated for refuse containers and \$60,000 appropriated for recycle containers. The low bid was received from IPL Environmental in the amount of \$50.55 per container. The next highest bid that met specifications was from Rehrig Pacific Company, our current supplier, in the amount of \$52.70. This is a difference of \$2.15 per container.

Action options/Recommendations: It is staff recommendation to award the best and lowest bid to Rehrig Pacific Company. This is based on current performance and the desire to ensure consistency in containers.

Attachments: Copy of the Bid Tabulation

City of Morristown
 Plastic Recycle and Refuse Container Bid Tabulation
 Wednesday, November 8, 2017 at 10:00 A.M.

Bidder	Recycle Make and Model	Refuse Make and Model	Unit Cost		Wheel Cost
			Recycle	Refuse	
Rehrig Pacific Company	Rehrig Pacific Co. Roc-95EG	Rehrig Pacific Co. ROC-95EG (BMSO Wheels)	\$ 51.70	\$ 51.70	4.00
Rehrig Pacific Company	Rehrig Pacific Co. Roc-95EG	Rehrig Pacific Co. ROC-95EG (Rubber Wheels)	\$ 52.70	\$ 52.70	5.00
IPL Environmental	2017 IPL - 70269	2017 IPL - 70269	\$ 50.55	\$ 50.55	4.00
Municipal Equipment, Inc.	Otto MSD-95E Edge	Otto MSD-95E Edge	\$ 54.00	\$ 54.00	7.50

BOND#: BDA 732283

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

Project Title/Termini:	Hamblen/Jefferson County Wayfind Signage Project		
Owner:	LAMTPO	PIN:	118903
Address:	100 W. First Street	State Project No.:	32LPLM-F3-047
	Morristown, Tennessee 37814	Federal Project No.:	STP-M-9113(20)
Date Prepared:	9/25/2017	Contract No.:	130127
		County:	Hamblen/Jefferson

Whereas, we RiteLite Signs, Inc. with AMCO Insurance Company, as a Surety, entered into a contract with City of Morristown, Tennessee, on July 14, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Final Change Order to add (1) G3.2 sign and foundation, deduct items not used in project, balance time. Add Item 713-16.21 G3 Breakaway sign with foundation and installation. Also add spread footing option for Sign #6 and #28 due to rock encountered (713-16.24). Adjust contract price for Item # 201-01.03 to match contract unit price. Deduct Item # 209-02.21-Filter Sock, 209-08.03- Temp. Silt Fence, 209-09.01- Sandbags, and 209-20.03- Poly. Sheeting.

CONTRACT TOTAL: ~~KL~~
\$332,204.50

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

☐ Not Change, ☒ Increase by 338 days, ☐ Decrease by _____ days

Original contraction Completion Time: 90 days (Date: 10/27/2016)

Approved Change Orders: 0

Current Change Order: \$2389.50

Contract Completion Time with Change Orders: 428 days (Date: 09/30/2017)

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

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

Bid Contract Amount: \$329,815.00

Current Change Order: \$2389.50



Approved Change Orders: \$0
Pending Change Orders: \$2389.50
Total Change Orders to Date: \$2389.50

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

Project Title/Termini: Hamblen/Jefferson County Wayfind Signage Project
Owner: LAMTPO PIN: 118903
Address: 100 W. First Street State Project No.: 32LPLM-F3-047
Morristown, Tennessee 37814 Federal Project No.: STP-M-9113(20)
Date Prepared: 9/25/2017 Contract No.: 130127
County: Hamblen/Jefferson

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

Recommended for Approval

By: [Signature] SSR CEI 10-13-17
Engineer/CEI Date

**Approved for
Eligibility:**

By: [Signature] LPDO CO#1 11-8-2017
Local Programs Planner Date

Approved By:

By: [Signature] 10/16/17
Contractor Date

By: Melissa Blauzter 11/3/17
Surety Melissa Blauzter Date

By: _____
Owner Date



Change order #1- Pin 118903

Item Number	Description	Unit	Current/Pending Quantities	Revised Quantities	QTY Over + QTY Under	Contract price	Net Amount Due Change	Columns	Columns
713-16.21	Signs Gateway	Each	1	2	1 +	5580	5580.00 +		
209-02.21	Filter Sock	L/F	450	-450	-450	9.1	(4095.00) -		
209-08.03	Temp. Silt Fence	L/F	450	-450	-450	5.5	(2475.00) -		
209-09.01	Sandbags	Each	90	-90	-90	5	(450.00) -		
209-20.03	Poly. Sheet	S/Y	90	-90	-90	3.2	(288.00) -		
713-16.24	Added Spread footings for	LS	2	2	2 +	4117.5	4117.50 +		

Total Change
order total

2389.50 ADD

City of Morristown

Incorporated 1855

ANTHONY W. COX
City Administrator



NOTICE OF AWARD

TO: RiteLite Signs, Inc.
1000 Biscayne Dr.
Concord, NC 28027

Dated: July 8, 2016

Project: Wayfinding Signs – various Intersections Within LAMTPO MPA
Lead Agency: Morristown, TN
PIN 118903.00
Federal STP-M-9113(20)
State: 32LPLM-F-047

You are notified that your Bid dated June 14, 2016, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Total Work, as set forth in the Contract Documents.

The Contract Price of your contract is Three hundred twenty-nine thousand, eight hundred fifteen and 00/100 dollars (\$329,815.00).

Copies of the proposed Contract Documents will be delivered separately, for execution of the Contract.

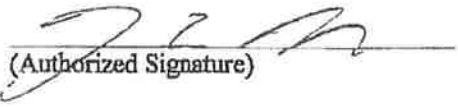
By: City of Morristown (Owner)



Anthony "Tony" Cox
City Administrator

ACCEPTANCE OF AWARD

By: RiteLiteSigns, Inc.



(Authorized Signature)

SUCCESS BY SIGN



Date: 7/24/17

Morristown Wayfinding Project

Contract # 130127

Project # 32LPLM-F3-047

Project Reference # STP-M9113(20)

RE: Change Order #3 Request

Change Order

Manufacture and install one (1) new single sided Sign Type G3.1 including concrete footing and breakaway bolt system.

\$ 5,580.00

Sincerely,

A handwritten signature in black ink, appearing to read "David Cornelius", written over a horizontal line.

**David Cornelius
RITELITE signs, Inc.**



Date: 11-18-16

Morristown Wayfinding Project

Contract # 130127
Project # 32LPLM-F3-047
Project Reference # STP-M9113(20)

RE: Time Extension/Change Order Request

Time Extension

I would like to request an extension of completion. While we have made good progress on this project, we have encountered the following timing issues that delayed the actual production/installation of the signs:

- "S" dimensions could not be clarified until footings were poured on sign types D.1 and G3.
- Two (2) spread footings required for D.1 signs (location numbers 6 and 28).
- Precast concrete was approved on 11-8-16 and we are waiting on delivery.
- Sloping grades on Gateway signage has caused delays in material as well as commencement of work.

As of today (11-18-16), we have completed the G3 sign as well as a quantity of thirty three (33) of the D.1 signs. Left remaining are two (2) of the D.1 signs and all of the gateway signs.

Current status is as follows:

D.1 signs: Fabrication is complete and we are waiting for two (2) spread footing to be poured (location numbers 6 and 28) before we can set the signs.

Gateway signs: Fabrication of the signage has been completed and we are waiting on the precast to be installed before we can set the sign. The precast is on schedule for the week of 11-28-16 and the signs will be installed the following week (week of 12-5-16). Based on the grade at some of the sign locations more stone has been required to complete the base and we are still awaiting a lead time from the supplier for the additional stone. The initial order of the stone has arrived and we will be installing the week of 11-28-16.

Change Order

There are a few items I would like to request a change order for and I have broken them out below. They include two (2) D.1 sign types and six (6) gateway sign types for a total of \$28,334.44. Per request we have proceeded with the work in order to expedite the project's completion.

SUCCESS BY SIGN



Locations 6 and 28 (D.1 signage)

I would like to request a change order for the modified footing design for two (2) of the D.1 signs. Location #6 and #28 will require a spread footing due to the sign location.

Provide equipment, material, labor and supervision to perform the following Scope of Work:
Installation of spread footers for sign locations 6 and 28 as depicted in SPC engineered drawing dated 10/28/16.

Material - \$2,294.62
Labor- \$1,722.88
Engineering- \$100.00

CHANGE ORDER #

TOTAL \$4,117.50

Locations 85, 91, 103, 109, 125 and 127 (Gateway Signage)

I would like to request a change order for the sloping elevations for six of the Gateway signs. As previously discussed, due to the locations not being staked in before time of bid there was no way FPF could have accurately estimated the sloping elevations. The proposal from FPF and our bid reflects a moderate to flat grade. FPF has sent over aerial maps that show that some of the signs have moved locations from the original bid package to support their case for not being able to accurately estimate the sloping elevations at time of bid.

Location	Material	Labor	Extended
85	\$1,088.26	\$1,807.00	\$2,895.26
91	\$1,187.45	\$1,903.20	\$3,090.65
103	\$1,388.67	\$2,070.90	\$3,459.57
109	\$4,042.70	\$4,318.60	\$8,361.30
125	\$1,492.10	\$2,022.80	\$3,514.90
127	\$1,088.26	\$1,807.00	\$2,895.26

TOTAL \$24,216.94

Proposal INCLUDES:

Excavation
Jack Hammering of rocks/boulders
Hauling away of spoils
Cutting, tying and placing of steel rebar
Additional concrete
State/Federal Minimum Wage requirements and certified payroll paperwork weekly

Sincerely,

David Cornelius
RITELITE signs, Inc.

Ken Hawkins

From: Michael Poteet <mpoteet@mymorristown.com>
Sent: Wednesday, November 09, 2016 9:03 AM
To: David Cornelius; Ken Hawkins
Cc: Michael Eades; Renae Hartsell
Subject: RE: Progress Photos

Mr. Cornelius,

We are excited about seeing the signs installed. The original time frame has past and winter is soon approaching. As far as change orders for time or material, they can only be approved by council. I would recommend getting approval on the shop drawings or any other items from the Engineer on the construction part and getting all of the construction completed asap. The Engineer can send in the change orders for time or material and if justified it will be added to the on council agenda for approval. Please let me know if you have any questions.

Thank you,

Michael Poteet
City of Morristown
423 312-5945

From: David Cornelius [mailto:DCornelius@ritelitesigns.com]
Sent: Wednesday, November 9, 2016 8:05 AM
To: Ken Hawkins <khawkins@ssr-inc.com>
Cc: Michael Poteet <mpoteet@mymorristown.com>; Michael Eades <meades@ssr-inc.com>; Renae Hartsell <RHartsell@ritelitesigns.com>
Subject: Re: Progress Photos

The change order for locations #6 and #28 is in addition to the original due to steel being added and almost double the amount of concrete as well as the entire footer having to be excavated with shovels and jack hammers and not with the excavator.

Thank you,
David Cornelius
Sales Manager
RITELITE Signs, Inc.
1000 Biscayne Drive, Concord, NC 28027
(o) 704-788-7097

On Nov 8, 2016, at 6:16 PM, Ken Hawkins <khawkins@ssr-inc.com> wrote:

David,

I do not see any credit for the original foundations in the plans. I would assume that the credit will be per the unit prices in the contract.

SUBMITTAL TRANSMITTAL

Date: 07/24/17

Morristown Wayfinding Project

Contract # 130127

Project # 32LPLM-F3-047

Project Reference # STP-M9113(20)

To:

Ken Hawkins

Project Manager- Smith Seckman Reid, Inc.

144 Market Place Blvd., Knoxville, Tennessee 37922

D:865.560.9622 ext 30103 - C:865-803-7054- E: khawkins@ssr-inc.com

Submittal Type

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Product Data | <input type="checkbox"/> Certificate | <input type="checkbox"/> Contract Closeout |
| <input type="checkbox"/> Design Data | <input type="checkbox"/> Samples | <input type="checkbox"/> Other |
| <input type="checkbox"/> Shop Drawing | <input type="checkbox"/> Information | |
| <input type="checkbox"/> Re-Submittal | <input type="checkbox"/> Quality Control/Assurance | |

Description:

Change Order 3 Request



LAMTPO Schedule for Completion

SIGN 101

Week of July 31:

Need location of 101 to be staked

811 called

Week of August 7 (weather permitting)

Remove existing gateway

Excavate

Pour footing

Build CMU wall

Week of August 14:

Place Pre cast caps

Install sign (reuse existing)

Install stone (need to verify availability – I am awaiting a call back)

Week of August 21:

Backfill/seed/straw

SIGN 104A:

Week of July 31:

Shop drawing set up

Order materials

Week of August 7 – Week of September 4:

Fabrication

Week of September 11:

Stake sign location

Call 811 for utilities locate

Week of September 18:

Install

SIGNS #37 & #54:

Week of September 18

Install new digital graphics

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Melissa Slaughter, James Jolly

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Four Hundred Thousand and no/100

\$ 400,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017



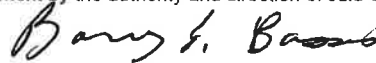
Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019



Notary Public
My Commission Expires
April 30, 2019

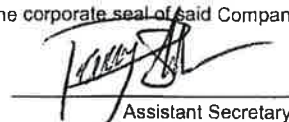
CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of November, 2017

This power of attorney expires: April 30, 2019

BDJ 1(01-17)00


Assistant Secretary

Return to Agenda



AIA[®] Document G701[™] – 2001

Change Order

PROJECT: *(Name and address)*

Gateway Sign

Morristown, Tennessee

CHANGE ORDER NUMBER: 001

DATE: September 1, 2017

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☒

TO CONTRACTOR: *(Name and address)*

Burke-Ailey Construction Co.

774 Kidwell's Ridge Road

Morristown, Tennessee 37814

CONTRACT DATE: August 28, 2017

CONTRACT FOR: General Construction

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Additional signage lettering reading: c. 1855 and installation.

The original	Contract Sum	was	\$	32,562.00
The net change by previously authorized Change Orders			\$	0
The	Contract Sum	prior to this Change Order was	\$	32,562.00
The	Contract Sum	will be increased by this Change Order in the amount of	\$	786.00
The new	Contract Sum	, including this Change Order, will be	\$	33,348.00
The Contract Time will be unchanged by (0) days.				

The date of Substantial Completion as of the date of this Change Order, therefore, is unchanged.

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

James E. Fuller, Fuller Architects

ARCHITECT *(Firm name)*

326-A W. First N. Street

Morristown, Tennessee 37814

ADDRESS

BY *(Signature)*

James E. Fuller, AIA

(Typed name)

DATE

9-11-17

Burke-Ailey Construction Co., Inc.

CONTRACTOR *(Firm name)*

774 Kidwell's Ridge Road

Morristown, TN 37814

ADDRESS

BY *(Signature)*

Jerry W. Burke, President

(Typed name)

DATE

9-11-17

City of Morristown

OWNER *(Firm name)*

100 W. First N. Street

Morristown, Tennessee 37814

ADDRESS

BY *(Signature)*

(Typed name)

DATE

August 31, 2017

Fuller Architects
ATTN: Eddie Fuller

Re: City of Morristown – Gateway Sign

Mr. Fuller,

Burke-Ailey Construction Co., Inc. would like to submit the following quotation for the addition of letters/numbers as per the revised drawing dated 8-29-2017 as per the following:

Text to read "c. 1855" to be installed at the same time as the other lettering.

The price for the above shall be Seven Hundred Eighty Six (\$ 786.00) Dollars.

If you have any questions or if we can be of further help, please advise.

Respectfully submitted,

Jerry W. Burke
Burke-Ailey Construction Co., Inc.